

LITIGATION PACKET

This litigation packet is given to all family law clients of this firm who are proceeding with a traditional divorce. The information contained in this packet will help the client understand the procedures and terms used in the lawsuit. After reviewing this information, if you have any questions, please contact us.

Please bear in mind that regardless of whether it is the attorney, the legal assistant, or another staff member working on your case, each of us has been involved in the preparation of this packet, and each employee of this firm subscribes to the same basic principles when dealing with family law matters. One of the most solid rules of this law firm is confidentiality. Do not be afraid that the details of your divorce will go any farther than this office. Each staff member is committed to making this time as easy as possible for you, and maintaining your privacy is a major part of that commitment.

It is essential that you be honest with your attorney and the staff about all matters involved in the divorce. The attorney will be open and candid with you and cannot represent you effectively if you are not completely frank. Because a major portion of the firm's practice concerns divorce matters we will not be shocked or surprised by many of the things you may tell us in the course of your divorce proceedings.

Please realize that it is not in your best interest for us to become emotional over the hurts and injustices you have suffered. An attorney cannot remain a competent advocate for you if he or she emotionally reacts over each action taken by your spouse. It is your attorney's role, if he or she is to represent you well, to remain detached from the emotions you may be feeling. This is not insensitivity to your problems. The attorney cannot give way to hostility and bitterness and still keep the lines of communication open between this office and your spouse or your spouse's attorney.

Your attorney may help you achieve a legal divorce but cannot give you an emotional divorce. We strongly recommend that you seek professional counseling for yourself and your children to help you through this major upheaval in your life. The staff members of this firm are not marriage counselors or mental health experts. If asked, we will recommend agencies or resources that may assist you with the emotional aspects of your divorce. Do not be afraid, however, to voice your emotional concerns to the attorney or legal assistant. Above all, we are here to make this time as easy for you as we possibly can.

If your attorney is not available to speak with you at the moment you call, there will be a legal assistant assigned to your file, and she will be well-acquainted with your case. In most instances, the legal assistant can help you in the attorney's absence. Messages and requests will be reported at the earliest possible time and your call will be returned.

We, as a team, are here to give you the most efficient and the most skillful service possible. To assist us in achieving this goal, we ask that you take some time to read this packet.

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LITIGATION INFORMATION

I. WHAT HAPPENS WHEN I FILE FOR DIVORCE ?

After you have made the decision to proceed with a traditional divorce, these steps are followed: (If your spouse has filed for divorce, you may want to refer immediately to Section II.)

A. Filing the Original Petition:

The Original Petition for Divorce is the legal document that begins the entire divorce process. This instrument is filed with the District Clerk's office in the county of your legal residence and is accompanied by a check for the filing fees, and, if necessary, fees for formally "serving" your spouse with notice that a divorce suit has been filed. Upon filing an Original Petition for Divorce, you are designated as "Petitioner" in the suit and your spouse is designated as "Respondent." If your spouse has filed the suit for divorce, the terms will be reversed. If there are minor children in the marriage (children under the age of eighteen years), the Petition is filed also "In the Interest of" the children.

B. Residency Requirements:

You must have lived in the State of Texas for at least six months prior to the date you file the divorce Petition, and you must have been a resident of the county in which you are filing for at least 90 days prior to the time the Petition is filed. If you are at all doubtful about your residency status, please voice your questions to the attorney at the earliest possible time.

C. Filing Fees:

A filing fee must be paid at the time the divorce Petition is filed. Additional payments are due if formal service is requested. These fees vary depending on whether or not you are requesting that your spouse be served formally with process, or whether or not you are requesting extraordinary relief such as a temporary restraining order or a temporary injunction. Generally the filing fee will be a few hundred dollars.

D. Service of Process:

The term "service" means the method by which the opposing party is informed of the existence of the divorce suit. No divorce can be finalized until it is proved that the Respondent has been served, or that the Respondent has waived the right to service of citation. Service can be achieved in several ways:

1. Informal Service:

If you and your spouse have discussed a divorce and have agreed that this is the course to be taken, we can mail a copy of the Original Petition for Divorce to your spouse with a request that your spouse have an attorney contact us upon receipt, or that your spouse sign a Waiver of Citation acknowledging receipt of the Petition.

This is the most informal way to notify one's spouse of a divorce and works best in situations where both parties seek to be divorced and no emergency issues exist.

If your spouse previously has consulted with an attorney to represent him or her in the matter, copies of the documents can be delivered or mailed to the attorney, who agrees to "accept service" on behalf of the Respondent, and who will file a formal "Answer" with the District Clerk.

2. Formal Service:

If emergency issues exist or for some reason a more informal method is inappropriate, we can, for an additional fee to the clerk, request issuance of citation and formal service of the Original Petition on your spouse. A sheriff, constable, or private process-server presents the citation, Original Petition for Divorce, and perhaps other documents filed with the Court to your spouse at an address designated by you. This method works best if family violence issues, substance abuse issues, or mental health issues exist; your spouse is likely to ignore the lawsuit; or, other reasons that may be unique to your case. Your attorney will advise you regarding which method of service probably will work best in your situation.

However notice is given, the court's file must show that your spouse was, in fact, given notice of the divorce suit. The court's file needs to reflect either a signed Waiver signed by your spouse, an "Answer" filed by your spouse's attorney, or a completed citation returned by a process-server.

E. Waiver of Citation:

If your divorce is an amicable one, and especially if there are no children involved and little property to be divided, your spouse (the Respondent) may choose not to seek representation by an attorney. If so, we can prepare the Waiver of Citation in our office and forward it to the Respondent for signing in the presence of a Notary Public. The Waiver is a short document that acknowledges the Respondent's receipt of the Original Petition for Divorce, affirms that there is no objection to the divorce, and gives permission to have the divorce granted without the necessity of your spouse's appearance in court.

If you have been given a Waiver to sign, do not sign it without talking to an attorney. Not all Waivers contain language that will protect you in the event your spouse is not honest with you and attempts to finalize the divorce without your knowledge.

F. Grounds for Divorce:

The Texas Legislature has enacted laws for "no-fault" divorce; therefore, most Petitions for Divorce state that the "marriage has become insupportable due to discord or conflicts of personalities" which generally means "irreconcilable differences." The Texas Legislature permits

a spouse to allege other "grounds" for divorce which may exist, such as adultery or cruelty. You and your attorney will decide what "grounds" to allege in your Petition for Divorce.

A "no-fault" divorce is not the same thing as an "uncontested" divorce. "No-fault" divorce refers to the cause (e.g., irreconcilable differences), whereas "uncontested divorce" refers to whether or not both parties agree that they need to be divorced. "Uncontested" is also used to refer to a divorce in which all or most issues are being resolved by agreement of the parties.

Your spouse cannot prevent you from obtaining a divorce if a divorce is what you want. However, the process may be slowed and areas of dispute may arise over the issues of property division and custody and support of the children--and that is where the attorney's expertise enters the picture.

G. Specific Pleadings:

The standard Original Petition for Divorce sets out the parties' names, ages, and current residences; the dates of the marriage and separation; the names, birth dates, and birthplaces of the children; and the grounds for divorce. The Petition may also include other specific provisions that are selected by the attorney depending on the particular facts of your case and the particular needs of the parties and/or children. Other provisions include, but are not limited to, the following requests: temporary support for you and/or your children; exclusive use and possession of the marital residence or certain items of personal property; restoration of your former name; allocation of attorney's fees; and that certain information, like property inventories or copies of income tax returns, be furnished by your spouse to your attorney.

H. Extraordinary Relief:

Some of the requests pleaded for in the Original Petition for Divorce may fall into the category of "extraordinary relief."

Requests for such relief are often necessary if you and your spouse cannot agree on a variety of more immediate issues, such as "who is going to live where, drive what, pay for what" while the divorce is pending. Sometimes, extraordinary relief is needed if you fear mental or physical reprisals from your spouse, or if you fear that your spouse may take actions to harm or dissipate the property and assets of the marriage. Such requests for extraordinary relief usually require formal service of process and may require an order signed by a judge.

Requests for extraordinary relief require additional attorney time to prepare the necessary documents and possibly to appear before a judge to obtain the required orders. Please note that the language of such requests is often inflammatory and may result in a further disruption of communication between you and your spouse. Before you proceed to request restraining orders, injunctive relief, or other extraordinary relief, you should review the process carefully and have your attorney explain the provisions to you.

Extraordinary relief may be available in the form of a Protective Order if family violence has occurred. The Texas Family Code defines “family violence” as: **an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself.** If you or your children are victims of family violence, you must share this information with your attorney who can then best advise you of your options.

II. WHAT HAPPENS WHEN MY SPOUSE HAS FILED FOR DIVORCE?

If you are the party who is the Respondent in the suit, there are certain standard procedures to be followed:

A. Filing the Respondent's Original Answer:

The Respondent's Original Answer is the legal document that will be filed on your behalf with the District Clerk's office. This document, when timely filed, prevents a default judgment being entered without your knowledge, confirms that you have an attorney, and places the Petitioner on notice that you (through your attorney) must be advised of all future events in the case.

Filing an Answer does not mean that you are planning to contest the divorce, nor does it mean that you are unwilling to attempt an amicable settlement in your case.

B. Filing the Respondent's Counter-Petition:

When we represent the Respondent, we usually file a Counter-Petition for Divorce. A Counter-Petition for Divorce is the Respondent's independent request for a divorce. If you are uncomfortable with filing your own suit for divorce, or if you do not understand the reasons for filing a Counter-Petition in your case, please ask your attorney for a more detailed discussion of this issue.

III. DURING THE PENDENCY OF THE SUIT

After the divorce suit has been filed, sixty days must elapse before the divorce can become final. Few divorces are resolved in just sixty days. Therefore, a period of time passes while you and your spouse attempt to come to an agreement and possibly you and your attorney prepare for a contested final hearing.

A. Temporary Orders:

Texas law provides that the Courts may issue orders to govern the actions of the parties to a divorce suit during the time the suit is pending. The orders cover a variety of issues, such as temporary support for a non-working spouse (or for the spouse with the smaller income), temporary

child support, temporary injunctions to preserve the status quo of the community estate, and restrictions on the use of real and personal property. If at all possible, you and your spouse will benefit by reaching an agreement on these issues; however, if no agreement is possible, both parties may appear at a scheduled temporary hearing. In many cases, the temporary hearing is the only court appearance both parties will make in the entire divorce suit.

If your case requires a temporary hearing, one will be scheduled within a few weeks from the time you file the Petition or receive notice that a Petition was filed by your spouse. Whether by mutual agreement or following a temporary hearing, the temporary arrangements for custody and support will be confirmed in writing and filed with the court. The document itself is called "Temporary Orders" or "Agreed Temporary Orders" and will contain some or all of the following described provisions.

Temporary Support:

Temporary support may be awarded to a non-working spouse, or to the spouse whose monthly income is markedly less than that of the other. Temporary support also can include temporary child support for families with children. The Texas Family Code contains child support guidelines and other provisions which are followed by the court when determining an appropriate amount of temporary support. In order to determine what the temporary support needs may be in your case, you will need to complete and return the budget form that is part of this Packet. Temporary support usually takes the form of direct monthly payments of a fixed amount, but may include responsibility for payment of certain specified debts or other obligations.

Temporary Conservatorship of the Child and Visitation:

In some cases, a couple needs specific orders for visitation and custody of the child as part of temporary orders. Your lawyer will discuss all of this with you. If your child will be residing with your spouse, you should inform your attorney regarding the dates and times you would like to visit with your child while the divorce suit is pending. If your child will reside with you, you should inform your attorney of your questions or concerns regarding your spouse visiting with your child. The age and needs of your child along with the parenting abilities of the parties are issues that will need to be considered.

Temporary Provisions for Occupancy of the Residence and Use of Personal Property:

The Petition for Divorce usually recites a date of separation. Most couples who file for divorce find they cannot continue to reside together. If there are children of the marriage, it makes sense for the parent with primary care of the children to remain in the residence with the children. If the Petitioner and Respondent are unable to agree upon who is to occupy the residence, the Court will make the necessary orders. A judge will not make the divorcing couple reside together; therefore, a judge will order one party to reside elsewhere while the divorce suit is pending. Once the orders are made, it is very important that you honor the Court's decision. If you are the one who

is ordered to vacate the residence, do not re-enter the residence without your spouse's express consent.

The Court often makes orders regarding the use of automobiles or other property. Again, you should follow those orders explicitly. If your spouse violates the orders, notify our office immediately so that we can take appropriate action. Violation of the orders by your spouse does not authorize you to violate the orders in return.

Temporary Injunctions:

Temporary injunctions cover a multitude of issues although the primary function is to preserve the status quo of the community estate; in extreme cases, however, injunctions are ordered to protect one spouse when physical violence or harassment has been a problem.

In most counties, the court imposes an automatic temporary mutual injunction on both parties at the time the Petition for Divorce is filed. In these instances, the terms of the injunction apply to both parties on an equal basis. The intent is to promote dialogue among the parties and their attorneys prior to the time any decisions, particularly financial decisions, are made or before any community property is encumbered or lost.

Temporary injunctions allow you to make expenditures and incur indebtedness that are considered "reasonable and necessary" or usual in the "ordinary course of doing business." Now is not the time to buy a vacation condominium, fur coat, or new car. If you have any doubts about selling or transferring any property, about incurring any additional indebtedness, or about making any purchase, please ask your attorney before you make the purchase.

B. Collecting Information:

In order to evaluate your case and advise you of your options, you and your attorney must begin collecting information related to the issues in your divorce case.

Sworn Inventory and Appraisement of Property:

Included with this packet are instructions for preparation of an inventory and appraisement and an inventory and appraisement form. Please read the instructions and begin filling out this form. You also need to begin gathering the supporting documents. This information sheet is essential for the preparation of your sworn Inventory and Appraisement. In most divorce cases, both parties will exchange a sworn Inventory and Appraisement approximately 30-45 days after the Petition for Divorce was filed. The Inventory and Appraisement includes the following information:

1. A complete list of all property you claim as your separate property;
2. A complete list of all property you claim to belong to your community estate, with fair market values listed.

3. A complete list of all indebtedness owed by you and your spouse.

Please provide as much information as you can and include copies of requested documents. Also, be as specific as possible when completing the form--list all account numbers, serial numbers, insurance policy numbers, and any other identifying details for each asset and debt. Your lawyer or a legal assistant can help you with any questions you have as you work on this.

Discovery:

"Discovery" is the process used by an attorney to "discover" or find out the information necessary to evaluate your case. Discovery may take place even if there is no trial setting. Discovery primarily involves the investigation of your financial situation, such as determining all existing community property and debts and other related financial issues. Discovery also involves determining a party's income level and wage-earning capacity, if alimony and child support are issues. We attempt to use informal means of discovery if possible to obtain this information. We try to cooperate with the opposing attorney to make a full, honest, and complete exchange of information. However, in the event informal discovery is not complete or cooperation is not forthcoming, then formal discovery may be necessary.

Numerous discovery tools are available. Some of the more common discovery tools in a divorce case are as follows:

1. Interrogatories--a list of questions which must be answered and signed under oath by the opposing party. The answers must be made within 30 days from the date the party is served with the questions, unless an extension is granted.
2. Requests for Production of Documents--a list of documents, records, papers, and/or other tangible items that the opposing party must produce in order to provide you and your attorney with the background information necessary to evaluate your case. The requested information must be supplied within 30 days from the date the party is served with the request, unless an extension is granted.
3. Request for Disclosure--a list of basic questions that are a minimum of what you and your lawyer will want to know if your case is proceeding to trial.
4. Depositions--a proceeding in which the opposing party or other witness is questioned by your attorney, in person, under oath (just as if he/she were in a court of law), with a court reporter present to record all testimony. We are required to give "reasonable notice" to any witness we intend to depose. Our attorneys usually schedule depositions by agreement with opposing counsel.

If you are the recipient of any discovery requests or notices described above, we will inform you of that and seek your active participation in the preparation of your responses. We take our responsibilities seriously and we require our clients to make honest, complete, and timely responses

to any reasonable requests. If an opposing attorney makes requests that are unreasonable, unnecessary, or are not within the scope of discovery allowed by the Texas Rules of Civil Procedure, then we will make that determination and file whatever protective measures are necessary, such as objections or motions for protective orders.

Please comply with all instructions and deadlines given to you by our office and ask questions if you do not understand.

Another discovery tool is the use of expert witnesses to evaluate your case, or to give a professional opinion on matters relevant to your case. We often use expert witnesses to give appraisals of real estate, tax advice, evaluations of professional practices, appraisals of small businesses or closely-held corporations, and values of pension or profit-sharing plans. These experts also may be called to testify at trial.

C. Moving Toward Finalizing the Divorce:

One of the first questions a client often asks is "When will my divorce be final?" Texas has a mandatory 60-day waiting period before a divorce can be granted although most cases seldom conclude on the 61st day. Divorces are granted after the parties reach an agreement on all divorce-related issues or after the parties present their case to the court and a judge makes an order on all divorce-related issues.

Agreed Divorce:

Parties reach agreements either through direct negotiations or by means of an alternative dispute resolution process. If both parties are represented by attorneys, generally, offers and counter-offers are exchanged by the parties through their attorneys. All offers of settlement will be presented and discussed with you, and no offer will be accepted without your approval.

If direct negotiation fails to result in an agreement, an alternative dispute resolution ("ADR") method may be used. Some common forms of ADR are mediation or arbitration. The most often used ADR form is mediation. Generally, you, your spouse and your attorneys will agree on a mediator and a mediation date. Mediation lasts anywhere from a half-day to a full-day and sometimes may continue to another day. At mediation, the mediator attempts to facilitate a settlement between you and your spouse which results in a written Mediated Settlement Agreement. As with direct negotiation, all offers of settlement will be presented to you and no offer is accepted without your approval.

If you and your spouse reach an agreement, then a Divorce Decree and other closing documents will be prepared, exchanged, approved and signed. Then, either you and your attorney or your spouse or his/her attorney will appear in front of a judge and obtain the divorce and the judge's signature on the Divorce Decree.

No Agreed Divorce:

If you and your spouse cannot agree (and no one can make a party agree) or the divorce case is not moving toward a conclusion, then some deadlines generally must be set that will require your spouse to move forward with the divorce case. The only real deadline that can be established in a divorce or modification suit is a trial date (also called the "hearing date," "final hearing," or "hearing on the merits").

Setting a trial date does not mean that we intend for your case to end in trial. To the contrary, most cases handled by this firm—at least 90%-- are settled by agreement prior to trial. The philosophy of this firm is to attempt a reasonable settlement unless one appears impossible.

A divorce case can settle any day prior to the date of trial. However, if your case is scheduled for trial, we must meet all deadlines imposed by the courts and we must prepare for trial. Most counties require parties to divorce suits to file "Pre-Trial Forms" which set out your "trial position" on the issues of property division, child support, conservatorship, and visitation. Accurate preparation of the Pre-Trial Forms is essential. If not filed, your case can be removed from the docket by the Court Administrator, or you may lose the right to present certain issues to the court, thereby causing you to lose the opportunity to conclude your case or adequately present your case.

IV. THE END OF THE SUIT

At a minimum, every divorce requires a Final Decree of Divorce to be drafted and signed by the Judge. If your estate is more complex, there may be real estate documents, powers of attorney, security agreements, stock powers, and various releases to be drafted and signed by each party. Sometimes other professionals are hired and paid to draft needed closing documents.

If one or both parties possess pension and/or profit-sharing plans, then a Qualified Domestic Relations Order ("QDRO") must be drafted to ensure that the non-employee spouse will receive any future benefits awarded to him or her in the Decree.

Once the papers are drafted, reviewed, revised, approved, and signed by all parties and attorneys, the judge's signature is obtained.

V. YOUR JOB AS THE CLIENT

This packet intends to give you basic information regarding terms and procedures facing you the next few weeks and months. We encourage you to read it and then discuss any questions you may have with your attorney or the legal assistant at the time of your next visit.

We believe that the client is an active participant in his or her case, and that the client has a responsibility to assist with the case. In that regard, we ask that you do the following work:

1. Complete the inventory and appraisal form that is part of this packet.

2. Unless instructed otherwise by your attorney, provide copies of all the documents that are requested in the information sheet. (Include copies of insurance policies, real estate documents, loan documents, automobile titles, stock certificates, financial statements, and any other helpful information.)
3. Provide copies of your federal income tax returns for the previous five years of the marriage, including all W-2 forms and any supporting schedules or requests for extensions. If you do not have access to the tax returns, please let us know so that they may be requested from your spouse or directly from the Internal Revenue Service.
4. If you and/or your spouse are involved in any partnerships or corporations (as partners, owners, or directors), provide copies of the previous five years' tax returns for the corporation/partnership, including K-1 forms.
5. Secure all your financial and legal records so that they can be reviewed by your attorney and the legal assistant. We will allow your spouse and your spouse's attorney access to these records, but it is to your advantage to have control of these documents as soon as possible so that no information is lost to us. If your spouse has possession or control of these records, please convey that fact to your attorney so that steps may be taken to obtain copies of this information.

The information in this packet does not answer every question you may have, or cover every issue that may arise during your lawsuit. The sole purpose of this packet is to acquaint you with some of the procedures and terms that you will encounter. We hope that this information will be beneficial to you; however, there is no substitute for communication between the client and the legal staff. Please remember that we are always here to answer your questions.

CAUSE NO. D-1-FM-

IN THE MATTER
OF THE
MARRIAGE OF

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IN THE DISTRICT COURT OF

AND

____ COUNTY, TEXAS

AND IN THE INTEREST OF

MINOR CHILDREN

____ JUDICIAL DISTRICT

PROPOSED SUPPORT DECISION AND INFORMATION OF

A GROSS MONEY EARNED PER MONTH:

1 Gross Wages and Salary Income

2 Commissions, tips and bonuses:

3 Self-employment income

4 Rental income (net of expenses
other than depreciation & insurance):

5 All other income actually received:

TOTAL GROSS MONEY EARNED PER MONTH:

B ACTUAL DEDUCTION PER MONTH (Attach most recent pay stub from each employer.)

1 Income tax withholding:

2 FICA (Social Security):

FICA (Medicare):

3 Health and Dental Insurance:

4 Union Dues:

5 Other (specify):

TOTAL ACTUAL DEDUCTIONS PER MONTH:

C NET MONEY ACTUALLY RECEIVED PER MONTH:

D TOTAL MONEY NEEDED PER MONTH BY ME AND THE MINOR CHILDREN LIVING WITH ME. (For items which are not paid monthly, express the amount as a monthly average)

CURRENT

Rental/Mortgage/Household:

- 1 House payment _____
- 2 Real Property Taxes on Residence _____
- 3 Residence Maintenance _____
- 4 Insurance-Home _____
- 5 Utilities - Gas _____
- 6 Utilities - Electric _____
- 7 Telephone (basic, long distance & cell) _____
- 8 Utilities - Garbage _____
- 9 Cable TV, Internet & Newspaper _____
- 10 Security System _____
- 11 Water _____

Total Rental/Mortgage/Household: _____

Food/Groceries:

- 1 Groceries and Household Items _____
- 2 Meals Away from Home _____
- 3 School Lunches _____

Total Food/Groceries _____

Medical and Mental Health:

- 1 Dental & Orthodontia _____
- 2 Medical & Prescriptions _____
- 3 Insurance - Health _____
- 4 Mental Health expenses _____

Total Medical and Mental Health _____

Clothing:

1 Laundry and Dry Cleaning

2 Clothing and Shoes

Total Clothing

Transportation:

1 Car Payment

2 Gasoline and Vehicle Maintenance

3 Insurance - Auto

Total Transportation

Insurance:

1 Insurance - Life

Total Insurance

Minor Children:

1 Child Care

2 School Tuition and Supplies

3 Children's Activities/Sports

4 Children's Summer Camps

Incidentals:

1 Entertainment

2 Haircuts

3 Charitable Donations/Church

4 Total Monthly Payments on Debts

5 Support or Alimony Payments to Other Persons

6 Dues and Subscriptions

7 Gifts (Birthdays, Christmas, etc.)

Total Incidentals

TOTAL MONEY NEEDED PER MONTH:

E TOTAL MONTHLY PAYMENT ON DEBTS:

Description of Debt	Balance Owing	Amount of Monthly Payment
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
TOTAL MONTHLY PAYMENTS ON DEBTS:		_____

F DIFFERENCE BETWEEN MONEY RECEIVED AND MONEY NEEDED:

\$ _____

I, _____ would testify under oath in open court that the foregoing information is true and correct. I understand that at such a court hearing I may be required to prove these amounts by testimony and by records such as pay vouchers, canceled checks, receipts, and bills.

SIGNED this ___ day of ____, 20__.

INSTRUCTIONS FOR PREPARATION OF INVENTORY AND APPRAISEMENT

Client's Name: _____ Date: _____

General Instructions

Accurate information concerning property and debts is very important in divorce cases. Please fill out the attached form as completely as you can, drawing on any source of information to which you have access. Do not enlist your spouse's help unless I specifically permit it. **DO NOT LET ANYONE SEE THIS DOCUMENT. THIS PREPARATION OF YOUR INVENTORY and APPRAISEMENT IS A CONFIDENTIAL MATTER BETWEEN YOU AND YOUR ATTORNEY.** Be cautious: You and your spouse are now legal adversaries, and you should verify all information on your own. When it comes to questions of present value of property, you should make your own independent estimate.

The attached form provides for only a few items under each type of property. If you need to provide additional information, photocopy an extra page or use a separate piece of paper and number the information as it is numbered on the inventory. If you do not know the answer to an item, do not leave it blank; write "I don't know" or give us as much information as possible.

This task will not be easy. Do not expect to complete the form in one sitting. Be assured, however, that your effort is necessary and worthwhile.

Definitions

Separate Property - Property acquired by a spouse before marriage and property a spouse acquired individually during marriage by gift or inheritance or as a result of a personal injury are considered to be separate property of that spouse. If either you or your spouse has any property you think is separate property, complete the section on Separate Property. This also includes any gifts you may have received from your spouse.

Community Property - All property that is not proven to be separate property is presumed to be community property.

Fair Market Value - A generally accepted definition of fair market value is the price at which the asset would change hands between a willing seller, under no compulsion to sell, and a willing buyer, under no compulsion to buy, with both parties having reasonable knowledge of the relevant facts. Use this value whenever possible. If an asset has no fair market value, state the actual value of the asset to you considering its present condition.

Copies of Documents

If an asset has a statement of account, return a copy of the current statement of account with this Inventory. If an asset has a title document (deed, deed of trust, certificate of title to a motor vehicle), return a copy of that document with this Inventory. If an asset has any documentation that can clearly identify it, return a copy with this Inventory.

Here is a checklist of some of the copies of items you should return with this Inventory:

1. Financial institution statements;
2. Bank statements;
3. Annuity statements;
4. IRA statements;
5. Retirement account statements;
6. SEP statements;
7. Certificates of Deposit;
8. Life insurance policies and premium notices;
9. Brokerage account statements;
10. Deeds;
11. Deeds of Trust;
12. Mortgage company payment coupon books (usually the most recent page is enough);
13. Certificates of Title to motor vehicles;

14. Stock certificates;
15. Last statement from each creditor, including credit card statements;
16. Appraisals, if any on real property, jewelry, or other personal property items;
17. Any other documents which identify any asset or debt.

Full Disclosure

Finally, I will rely on this Inventory in your case. If you omit any asset or debt, the court could set it aside to your spouse now or at a later date. If you omit a liability, you may be solely responsible for that debt. By your signature on the Inventory, you verify to me that these are the assets and liabilities of community and separate property of which you have knowledge.

Verification

"I have read these instructions and I state that all the community and separate property assets and liabilities are fully disclosed on the attached Inventory of _____."

(*Client Name)

Date: _____

INVENTORY AND APPRAISEMENT

OF _____

_____, files this inventory and appraisalment of all assets and liabilities, community and separate estates, as follows:

COMMUNITY PROPERTY

1. **REAL PROPERTY** (including any property in which the parties own the mineral estate, separate and apart from the surface estate, such as oil and gas leases; and including any property purchased by contract for deed, such as Texas Veterans Board property and property purchased in recreational developments)

1.1 Street address: _____

County of location: _____

Legal description: _____

Current Fair Market

Value: \$ _____

Mortgage Company: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Second Liens: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Real Estate Commissions
and Estimated Closing
Costs:

\$ _____ as of _____

Current net equity
in property:

\$ _____ as of _____

1.2 Street address: _____
 County of location: _____
 Legal description: _____

Current Fair Market Value: \$ _____ as of _____

Mortgage Company: _____
 Loan No.: _____
 Current Balance: \$ _____ as of _____

Second Liens: _____
 Loan No.: _____
 Current Balance: \$ _____ as of _____

Real Estate Commissions and Estimated Closing Costs: \$ _____ as of _____

Current net equity in property: \$ _____ as of _____

2. **CASH AND ACCOUNTS WITH FINANCIAL INSTITUTIONS** (including cash, travelers checks, money orders and accounts with commercial banks, savings and loan associations, credit unions, and brokerage houses)

2.1 Financial institution: _____
 Account number: _____
 Exact name on account: _____
 Type of account: _____
 Exact name(s) on withdrawal cards: _____
 Current account balance: \$ _____ as of _____

2.2 Financial institution: _____
Account number: _____
Exact name on account: _____
Type of account: _____
Exact name(s) on
withdrawal cards: _____
Current account balance: \$ _____ as of _____

2.3 Financial institution: _____
Account number: _____
Exact name on account: _____
Type of account: _____
Exact name(s) on
withdrawal cards: _____
Current account balance: \$ _____ as of _____

2.4 Financial institution: _____
Account number: _____
Exact name on account: _____
Type of account: _____
Exact name(s) on
withdrawal cards: _____
Current account balance: \$ _____ as of _____

3. **ACCOUNTS RECEIVABLE** (personal receivables, including any expected federal or state income tax refund)

3.1 Name of debtor: _____
Debtor's relationship
to parties: _____
Purpose of loan: _____
Is debt evidenced in writing? _____

Is debt reasonably expected to be paid? _____

Current loan balance: \$ _____ as of _____

4. RETIREMENT ACCOUNTS (Keogh, IRA, SEP, ETC.)

4.1 Financial Institution: _____

Exact account name: _____

Account number: _____

Account balance as of
date of marriage: \$ _____

Payee of survivor benefits: _____

Current account balance: \$ _____ as of _____

4.2 Financial Institution: _____

Exact account name: _____

Account number: _____

Account balance as of
date of marriage: \$ _____

Payee of survivor benefits: _____

Current account balance: \$ _____ as of _____

5. COMPANY RETIREMENT BENEFITS (including pension, profit-sharing, thrift, 401(k), and ESOP plans)

5.1 Name and address of plan administrator: _____

Exact Name of Plan: _____

Employee: _____

Employer: _____

Starting date of creditable service: _____

Payee of survivor benefits: _____

Description of benefits: _____

Balance at Date of Marriage: \$ _____
Current Balance in Plan: \$ _____ as of _____
Value of community interest in plan: \$ _____

5.2 Name and address of plan administrator: _____

Exact Name of Plan: _____
Employee: _____
Employer: _____
Starting date of creditable service: _____
Payee of survivor benefits: _____
Description of benefits: _____
Balance at Date of Marriage: \$ _____
Current Balance in Plan: \$ _____ as of _____
Value of community interest in plan: \$ _____

6. **MILITARY AND GOVERNMENT RETIREMENT BENEFITS** (military retirement, civil service retirement, railroad retirement, state retirement, and local retirement)

6.1 Exact name of plan: _____
Employee: _____
Employer: _____
Starting date of creditable service: _____
Payee of survivor benefits: _____
Description of benefits: _____
Value of community interest in plan:
(as of _____, 20____) \$ _____

7. **OTHER DEFERRED COMPENSATION BENEFITS** (workers compensation, disability benefits, renewal commissions, covenants not to compete, bonuses and other "special payments," employee stock options, and other forms of executive compensation)

7.1 Husband - description of assets:

Value: \$ _____

7.2 Wife - description of assets:

Value: \$ _____

8. **LIFE INSURANCE AND ANNUITIES**

8.1 Exact insurance company name: _____

Policy Number: _____

Name of insured: _____

Name of owner: _____

Type of insurance
(term/whole/universal): _____

Beneficiary: _____

Amount of premiums: \$ _____

Date of issue: _____

Face amount: \$ _____

Cash surrender value: \$ _____

Loans against policy: _____

Current Net Equity: \$ _____ as of _____

8.2 Exact insurance company name: _____

Policy Number: _____

Name of insured: _____

Name of owner: _____

Type of insurance
(term/whole/universal): _____

Beneficiary: _____
Amount of premiums: \$ _____
Date of issue: _____
Face amount: \$ _____
Cash surrender value: \$ _____
Loans against policy: _____
Current Net Equity: \$ _____ as of _____

8.3 Exact insurance company name: _____
Policy Number: _____
Name of insured: _____
Name of owner: _____
Type of insurance
(term/whole/universal): _____
Beneficiary: _____
Amount of premiums: \$ _____
Date of issue: _____
Face amount: \$ _____
Cash surrender value: \$ _____
Loans against policy: _____
Current Net Equity: \$ _____ as of _____

9. PUBLICLY TRADED STOCKS, BONDS, AND OTHER SECURITIES (excluding securities held in brokerage accounts and/or retirement accounts)

9.1 Security name: _____
Number of shares: _____
Type of security (stock-common, preferred bond, or
other security): _____
Certificate numbers: _____

In possession of: _____

Current market value: \$ _____ as of _____

Pledged as collateral? Yes ___ No ___

9.2 Security name: _____

Number of shares: _____

Type of security (stock-common, preferred bond, or other security): _____

Certificate numbers: _____

In possession of: _____

Current market value: \$ _____ as of _____

Pledged as collateral? Yes ___ No ___

10. **CLOSELY HELD BUSINESS INTERESTS** (including sole proprietorships, professional practices, partnerships, joint ventures, and other non-publicly traded corporate business entities)

10.1 Exact name of business: _____

Address: _____

Type of business organization: _____

Percentage of ownership: _____

Date Business Started: _____

Estimated value: \$ _____

11. **MOTOR VEHICLES, BOATS, AIRPLANES, CYCLES, ETC.** (excluding company-owned vehicles)

11.1 Year/Model: _____

Name on certificate of title: _____

In possession of: _____

Vehicle I.D. No.: _____

Financial Institution: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Fair Market Value: \$ _____ as of _____

Current net equity in vehicle: \$ _____ as of _____

11.2 Year/Model: _____

Name on certificate of title: _____

In possession of: _____

Vehicle I.D. No.: _____

Financial Institution: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Fair Market Value: \$ _____ as of _____

Current net equity in vehicle: \$ _____ as of _____

11.3 Year/Model: _____

Name on certificate of title: _____

In possession of: _____

Vehicle I.D. No.: _____

Financial Institution: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Fair Market Value: \$ _____ as of _____

Current net equity in vehicle: \$ _____ as of _____

11.4 Year/Model: _____

Name on certificate of title: _____

In possession of: _____

Vehicle I.D. No.: _____

Financial Institution: _____

Loan No.: _____

Current Balance: \$ _____ as of _____

Fair Market Value: \$ _____ as of _____

Current net equity in vehicle: \$ _____ as of _____

12. HOUSEHOLD FURNITURE, FURNISHINGS, AND FIXTURES

12.1 In possession of husband:

Value: \$ _____

12.2 In possession of wife:

Value: \$ _____

13. MISCELLANEOUS SPORTING GOODS AND FIREARMS

13.1 In possession of husband:

Description: _____

Value: \$ _____

13.2 In possession of wife:

Description: _____

Value: \$ _____

14. ANTIQUES, ARTWORK, AND COLLECTIONS (including works of art, paintings, tapestry, rugs, and coin or stamp collections)

14.1 In possession of husband:

Description: _____

Value: \$ _____

14.2 In possession of wife:

Description: _____

Value: \$ _____

15. **ELECTRONICS AND COMPUTERS**

15.1 In possession of husband:

Description: _____

Value: \$ _____

15.2 In possession of wife:

Description: _____

Value: \$ _____

16. **CLOTHING, JEWELRY AND ITEMS OF PERSONAL ADORNMENT**

16.1 Husband:

Description: _____

Value: \$ _____

16.2 Wife:

Description: _____

Value: \$ _____

17. **LIVESTOCK** (including cattle, horses, etc.)

17.1 In possession of husband:

Description: _____

Value: \$ _____

17.2 In possession of wife:

Description: _____

Value: \$ _____

18. **CLUB MEMBERSHIPS**

18.1 Exact name of club:

Current value: \$ _____ as of _____

Method of valuation: _____

19. **FREQUENT FLYER MILEAGE ACCOUNTS**

19.1 Exact name of airline:

Account No.: _____

Current number of miles: _____ as of _____

Value (if any): \$ _____ as of _____

20. **MISCELLANEOUS ASSETS** (intellectual property, licenses, crops, cemetery lots, gold or silver coins not part of a collection, tax over-payments, loss carry-forward deductions)

20.1 In possession of husband:

Description: _____

Value: \$ _____

20.2 In possession of wife:

Description: _____

Value: \$ _____

21. COMMUNITY CLAIM FOR REIMBURSEMENT AGAINST HUSBAND'S OR WIFE'S SEPARATE ESTATE

21.1 Reimbursement claim against husband's separate estate:

Description: _____

Amount claimed: \$ _____

21.2 Reimbursement claim against wife's separate estate:

Description: _____

Amount claimed: \$ _____

22. CONTINGENT ASSETS AND CLAIMS

22.1 Nature of claim: _____

Amount of claim: \$ _____

Legal representative: _____

Address: _____

Cause number: _____

Court where case is pending: _____

Name of opposing attorney: _____

Address: _____

23. UNSECURED COMMUNITY LIABILITIES

ATTORNEYS' FEES IN THIS CASE

23.1 Husband: \$ _____

23.2 Wife: \$ _____

OTHER PROFESSIONAL FEES IN THIS CASE

23.3 Husband: \$ _____

23.4 Wife: \$ _____

CREDIT CARDS AND CHARGE ACCOUNTS

* Exact name of creditor: _____
Account number: _____
Exact name on account: _____
Current balance: \$ _____ as of _____

* Exact name of creditor: _____
Account number: _____
Exact name on account: _____
Current balance: \$ _____ as of _____

* Exact name of creditor: _____
Account number: _____
Exact name on account: _____
Current balance: \$ _____ as of _____

* Exact name of creditor: _____
Account number: _____
Exact name on account: _____
Current balance: \$ _____ as of _____

* Exact name of creditor: _____
Account number: _____
Exact name on account: _____
Current balance: \$ _____ as of _____

FEDERAL, STATE, AND LOCAL TAX LIABILITY

* Amount owed in any previous tax year: \$ _____
Year owed: _____

* Amount owed for current year 20____: \$ _____

OTHER LIABILITIES NOT PREVIOUSLY LISTED IN THIS INVENTORY

* Exact name of creditor: _____
Account number: _____
Current balance: \$ _____ as of _____
Security, if any: _____
Is loan evidenced in writing? Yes _____ No _____

**24. REIMBURSEMENT CLAIMS BY HUSBAND'S SEPARATE ESTATE
OR WIFE'S SEPARATE ESTATE AGAINST COMMUNITY ESTATE**

**24.1 Reimbursement claim by husband's separate
estate against community estate:**

Value: \$ _____

**24.2 Reimbursement claim by wife's separate
estate against community estate:**

Value: \$ _____

25. CONTINGENT LIABILITIES (lawsuits against either party, guaranty either party may have signed)

25.1 Name of creditor: _____
Name of person primarily liable: _____
Amount of contingent liability: \$ _____
Nature of contingency: _____

TRUST, ESTATE, AND CUSTODIAL ASSETS

**1. ASSETS HELD BY OR FOR EITHER PARTY AS A FIDUCIARY
OR A BENEFICIARY**

1.1 Asset held by either party as a fiduciary: _____

Description of asset: _____

Exact name of account: _____

Name and title of fiduciary: _____

Name of owner of beneficial interest: _____

Estimated value of asset: \$ _____

1.2 Asset held for either party as a beneficiary: _____

Description of asset: _____

Exact name of account: _____

Name and title of fiduciary: _____

Name of owner of beneficial interest: _____

Estimated value of asset: \$ _____

1.3 Custodial account under the Texas Uniform

Gifts to Minors Act:

Name of financial institution: _____

Exact name of account: _____

Account number: _____

Amount on deposit: \$ _____ as of _____

Name of minor for whom funds were deposited: _____

Social Security number of minor: _____

SEPARATE PROPERTY OF [CLIENT]

1. **REAL PROPERTY** (including any property in which [CLIENT]'s separate estate owns the mineral estate, separate and apart from the surface estate, such as oil and gas leases; and including any property purchased by contract for deed, such as Texas Veterans Board property and property purchased in recreational developments)

1.1 Street address: _____
County of location: _____
Legal description: _____
Current Fair Market Value: \$ _____
Mortgage Company: _____
Loan No.: _____
Current Balance: \$ _____ as of _____
Second Liens: _____
Loan No.: _____
Current Balance: \$ _____ as of _____
Current net equity in property: \$ _____ as of _____
How was property acquired? _____

2. **CASH AND ACCOUNTS WITH FINANCIAL INSTITUTIONS** (including cash, travelers checks, money orders and accounts with commercial banks, savings and loan associations, credit unions, and brokerage houses)

2.1 Financial institution: _____
Account number: _____
Exact name on account: _____
Type of account: _____
Exact name(s) on withdrawal cards: _____

Current account balance: \$ _____ as of _____

How were the funds acquired? _____

2.2 Financial institution: _____

Account number: _____

Exact name on account: _____

Type of account: _____

Exact name(s) on
withdrawal cards: _____

Current account balance: \$ _____ as of _____

How were the funds acquired? _____

2.3 Financial institution: _____

Account number: _____

Exact name on account: _____

Type of account: _____

Exact name(s) on
withdrawal cards: _____

Current account balance: \$ _____ as of _____

How were the funds acquired? _____

2.4 Financial institution: _____

Account number: _____

Exact name on account: _____

Type of account: _____

Exact name(s) on
withdrawal cards: _____

Current account balance: \$ _____ as of _____

How were the funds acquired? _____

3. **ACCOUNTS RECEIVABLE** (personal receivables, including any expected federal or state income tax refund)

3.1 Name of debtor: _____
Debtor's relationship to [CLIENT]: _____
Purpose of loan: _____
Is debt evidenced in writing? _____
Is debt reasonably expected to be paid? _____
Current loan balance: \$ _____ as of _____
How was asset acquired? _____

4. **RETIREMENT ACCOUNTS (Keogh, IRA, SEP, ETC.)**

4.1 Financial Institution: _____
Exact account name: _____
Account number: _____
Account balance as of date of marriage: \$ _____
Payee of survivor benefits: _____
Current account balance: \$ _____ as of _____

4.2 Financial Institution: _____
Exact account name: _____
Account number: _____
Account balance as of date of marriage: \$ _____
Payee of survivor benefits: _____
Current account balance: \$ _____ as of _____

5. **COMPANY RETIREMENT BENEFITS** (including pension, profit-sharing, thrift, 401(k), and ESOP plans)

5.1 Name and address of plan administrator: _____
Exact Name of Plan: _____
Employee: _____
Employer: _____
Starting date of creditable service: _____
Payee of survivor benefits: _____
Description of benefits: _____
Balance at Date of Marriage: \$ _____
Current Balance in Plan: \$ _____ as of _____
Value of separate interest in plan: \$ _____

6. **MILITARY AND GOVERNMENT RETIREMENT BENEFITS** (military retirement, civil service retirement, railroad retirement, state retirement, and local retirement)

6.1 Exact name of plan: _____
Employee: _____
Employer: _____
Starting date of creditable service: _____
Payee of survivor benefits: _____
Description of benefits: _____
Value of separate interest in plan: \$ _____ as of _____

7. **OTHER DEFERRED COMPENSATION BENEFITS** (workers compensation, disability benefits, renewal commissions, covenants not to compete, bonuses and other "special payments," employee stock options, and other forms of executive compensation)

7.1 Description of assets:
Value: \$ _____
How/when were the benefits acquired? _____

8. **LIFE INSURANCE AND ANNUITIES**

8.1 Exact insurance company name: _____
 Policy Number: _____
 Name of insured: _____
 Name of owner: _____
 Type of insurance
 (term/whole/universal): _____
 Beneficiary: _____
 Amount of premiums: \$ _____
 Date of issue: _____
 Face amount: \$ _____
 Cash surrender value: \$ _____
 Loans against policy: _____
 Current Net Equity: \$ _____ as of _____

9. **PUBLICLY TRADED STOCKS, BONDS, AND OTHER SECURITIES** (excluding securities held in brokerage accounts and/or retirement accounts)

9.1 Security name: _____
 Number of shares: _____
 Type of security (stock-common, preferred bond, or
 other security): _____
 Certificate numbers: _____
 In possession of: _____
 Current market value: \$ _____ as of _____
 How were the securities acquired? _____

9.2 Security name: _____
 Number of shares: _____
 Type of security (stock-common, preferred bond, or
 other security): _____
 Certificate numbers: _____

In possession of: _____
Current market value: \$ _____ as of _____
How were the securities acquired? _____

10. **CLOSELY HELD BUSINESS INTERESTS** (including sole proprietorships, professional practices, partnerships, joint ventures, and other non-publicly traded corporate business entities)

10.1 Exact name of business: _____
Address: _____
Type of business organization: _____
Percentage of ownership: _____
Date Business Started: _____
Estimated value: \$ _____
How was client's interest acquired? _____

11. **MOTOR VEHICLES, BOATS, AIRPLANES, CYCLES, ETC.** (excluding company-owned vehicles)

11.1 Year/Model: _____
Name on certificate of title: _____
In possession of: _____
Vehicle I.D. No.: _____
Financial Institution: _____
Loan No.: _____
Current Balance: \$ _____ as of _____
Fair Market Value: \$ _____ as of _____
Current net equity in vehicle: \$ _____ as of _____
How was the vehicle acquired? _____

12. HOUSEHOLD FURNITURE, FURNISHINGS, AND FIXTURES, JEWELRY, OTHER PERSONAL EFFECTS (including firearms, antiques, artworks)

(Please list and note how the property was acquired, i.e., gift, inheritance, owned prior to marriage.)

13. MISCELLANEOUS ASSETS (intellectual property, licenses, crops, cemetery lots, gold or silver coins not part of a collection, tax over-payments, loss carry-forward deductions)

Description: _____

Value: \$ _____

How was the asset acquired? _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, _____, state on oath that, to the best of my knowledge, the foregoing

Inventory and Appraisement contains:

- (1) A full and complete list of all properties I claim to belong to our community estate, with the values thereof;
- (2) A full and complete list of all properties I claim to belong to my separate estate and those I acknowledge to belong to my spouse's separate estate, with the values thereof; and,
- (3) A full and complete list of the debts that I claim to be community or separate indebtedness.

I make this affidavit with the following reservations and qualifications:

- (1) Any omission from this inventory is not intentional, but is done through mere inadvertence and not for the purpose of misleading my spouse.
- (2) There may be other assets and liabilities of which I am unaware, and their omission from this inventory should not be construed as a waiver of my interest in those items.

_____, Affiant
Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on _____, 20____, by _____.

Notary Public, State of Texas

FINAL OUTCOMES

We realize that when you move forward with a family law case, you are making an emotional commitment, a time commitment and a financial commitment. Most clients have a lot of discomfort surrounding these commitments and would like some certainty about the end – the end of the high emotions, the end of the case, and the end of the legal fees and costs.

⇒ Question: Will my feelings of anger, hurt, sadness, or disappointment be addressed in the final outcome?

⇒ Answer: There often are no legal solutions to the emotional wrongs that you may feel have been committed toward you. We strongly recommend that our clients pursue individual counseling, join a support group or grief workshop, and/or develop a strong support system of family and friends.

⇒ Question: How long will my case take?

⇒ Answer: It is impossible to predict how long any particular case will last. In our experience, cases can last anywhere from 2 months to 2 years. The following factors impact how slow or fast a case proceeds:

- Existence or non-existence of complicated facts;
- Existence or non-existence of complicated legal issues;
- Addiction issues;
- Mental health issues;
- Ongoing family violence;
- Schedules of lawyers, clients, and courthouse;
- Reasonableness of lawyers and clients;
- Whether one or more parties reside outside of the central Texas area;
- Competence and skill of the opposing lawyer; and,
- The level of support a client needs from the lawyer and staff.

⇒ Question: How much will my case cost?

⇒ Answer: It is impossible to predict how much a client will spend on any particular case. In our experience, our clients have spent anywhere between a few thousand dollars to hundreds of thousands of dollars on their case. The following factors impact the cost of the case:

- Existence or non-existence of complicated facts;
- Existence or non-existence of complicated legal issues;
- Addiction issues;
- Mental health issues;
- Ongoing family violence;
- Schedules of lawyers, clients, and courthouse;
- Reasonableness of lawyers and clients;
- Whether one or more parties reside outside of the central Texas area;
- Competence and skill of the opposing lawyer; and,
- The level of support a client needs from the lawyer and staff.

TEXAS LAWYER'S CREED
(Lawyer to Client)

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.