June 16, 2025

Jane Doe
100 Smith Rd.
Kennewick WA 99338

Re: **DOE and DOE**
Our File No. D-00

Dear Jane Doe:

It was a pleasure meeting with you. Shea Law, PLLC will work hard to meet your objectives in your dissolution proceeding. The scope of my representation is limited to representing you in your dissolution proceeding. In doing so, I will not provide any advice regarding any tax-related issues which may arise in your dissolution proceeding, which include, but are not limited to, deductibility of spousal maintenance, receipt of spousal maintenance, the filing of your tax return, liquidation, transfers or rollovers of 401(k) plans, IRAs or other retirement plans, etc. You should consult with a tax advisor with regard to such matters.

I am enclosing for your review and execution the Shea Law, PLLC Professional Services Agreement. Carefully review the enclosed Agreement. We have received and have deposited in our trust account the $7,500.00 advance fee deposit referenced in the enclosed Agreement. As I explained to you, my team and I will bill against that advance fee deposit for the time expended on your case. **Based upon the circumstances of this case, this Law Firm will require you pay an additional advanced deposit of no less than $3,750.00 when the balance of the initial advanced fee deposit reaches $3,750.00.** Further, it will be necessary for you to pay miscellaneous costs associated with my representation of you and in paragraph 5 of the Agreement, costs are more fully explained. You will receive billings via email on a monthly basis which will itemize the time spent on your case and the remaining balance of your advanced fee deposit.

We send a monthly bill/statement to the e-mail you have provided to us so it is critical that you check your e-mail near the end of each month as that is when we

send out bills. If you do not receive one by the last day of the month, please notify us and we'll be happy to re-send. If we don't hear from you, we will assume you received it and have reviewed it. The statement will itemize the time spent on your case and the remaining balance of your advanced fee deposit.

I will provide you with a set of documents entitled "Client reminders" at the onset of your case. You will need to provide the requested documents to our office on or before 30 days after you have signed the Professional Services Agreement. These documents are needed in preparation of the division of property, whether it be assets or debts.

It is our hope that this case will be resolved short of a trial; however, if through efforts during the pendency of the case to negotiate and/or mediate it fails to resolve, then trial is the only remaining alternative.

Trial is expensive. You will need to pay into the office a pre-trial advanced fee deposit to prepare for trial of no less than $4,000.00 no less than 90 days before trial. Per the fee agreement, we will place those monies in your trust account and bill against them at our hourly rate. Additionally, no less than 60 days before trial, you will be required to pay into our office $4,000.00 times the number of days of your trial. In other words, if it is a one (1) day trial, you will have to pay in another $4,000.00. If it is a three (3) day trial, $12,000.00. We understand these are 'big numbers', but trial is a labor-intensive and time-consuming experience and this is simply the reality of going to trial. Please keep in mind, that in preparing for trial and attending trial, we are simply billing you at our hourly rate. It is conceivable that a balance will exist because of more time devoted to your case and you remain responsible for any outstanding balance post-trial. Conversely, if we have remaining monies in your trust account following trial and the completion of preparing final papers and/or other documents (i.e. quit claim deeds, QDROs, etc.), then we will refund you any balance as outlined in our fee agreement.

If your case does not resolve either through negotiations or at a required mediation, the Court schedules a Settlement Conference which is a meeting in a conference room with a Court Commissioner at the Courthouse. This normally occurs about 30-45 days before your trial date. If I am in town, I will attend your Settlement Conference. If I am out of town, I will not. In that event, we will submit all of the necessary paperwork for you to attend the settlement conference and you will be required to attend the conference on your own. Please understand this is simply a sit-down meeting for roughly 15 minutes to 30 minutes with a Court Commissioner and is not adversarial and is confidential. The other party and their attorney will not be present with you and the Court Commissioner. We will discuss this in further detail, in the event we cannot get your case resolved prior to the Settlement Conference.

We prepare well before trial – this benefits you ultimately because an organized approach to such an expensive endeavor is important. Accordingly, please

provide us with all important documents and information no less than ninety (90) day before trial.

Furthermore, there are several items that are important for you to have in mind which I believe will help you to help us in handling your case in as timely and efficient manner as possible. Those items are as follows:

1) During the course of your case there may be several hearings scheduled. This normally comes in the form of a Notice of Hearing. My office will contact you when a hearing has been scheduled and will advise you whether or not your presence is required.

2) You should immediately advise my office of any changes in your address, telephone number or employment. We primarily communicate via email, and ask that you provide a personal secure email address. If you choose to use your work email, please be advised that you will be waiving your attorney client privilege by doing so.

3) As discussed at our initial conference, it is extremely important for you to disclose to me all assets in which you or your spouse have an interest, whether community or separate, and all liabilities which are owed by you or your spouse, whether community or separate, so that all assets and debts will be divided between you and your spouse in your dissolution decree.

4) Generally you and your spouse are individually responsible for any debts that either of you may incur after the date of separation and/or the date of the filing of the petition for dissolution. However, from time to time, while married, spouses have credit cards issued to each of them. We recommend you cease any continued use of credit cards as it complicates the ultimate effort to divide your property and debt in this case.

It is not uncommon for couples to accrue credit card debt during their marriage. Credit card debt, whether it is in your name or your spouse's name, if incurred during marriage, is community debt. In other words, if you have a credit card in your name and the balance on that card was charged during marriage, your spouse is responsible for one-half of that debt, and vice-versa. I RECOMMEND THAT YOU DO NOT TRANSFER ANY CREDIT CARD DEBT AFTER YOU SEPARATE FROM YOUR SPOUSE TO A DIFFERENT CREDIT CARD UNTIL YOU HAVE SPOKEN WITH US ABOUT THE ADVANTANGES AND DISADVANTAGES OF DOING SO.

Lastly, it is extremely important for you to understand that any debts that were incurred during your marriage are debts of the marital community. Creditors of the marital community are not bound by a division of debts between the husband and the wife. After the divorce decree is entered, if a former spouse fails to pay a debt he/she is obligated to pay, a creditor commonly can pursue the collection of a community debt against either the former husband, the former wife or both of former spouses without regard as to which former spouse is obligated to pay that debt pursuant to the terms of the Decree of Dissolution.

5) If your case involves the establishment of a parenting plan or residential schedule for minor children, pursuant to Local Court Rule 94.05W you are required to participate in a parenting seminar approved by the court. **This must be done within 60 days of the service of the petition or motion initiating your case**. **Your failure to do so may result in delaying the scheduling of your status conference**. In that regard, I am attaching an informational sheet which explains Local Court Rule 94.05W and further sets forth the local court approved agencies, as well as the dates and times of upcoming seminars. You should contact the agency of your choice to arrange for a specific date and time.

6) Oftentimes, during the course of a marriage, spouses will open joint checking accounts and/or brokerage accounts. If after the date you have separated from your spouse and/or after the date the petition for dissolution is filed, you wish to continue to invest or set money aside in a brokerage account and/or in a bank account, you should establish new accounts for doing so. This avoids confusion and the potential commingling of monies earned after the date of separation and/or the filing of the petition for dissolution (your separate property) with community funds.

If you contribute to a "401K"-like retirement account, please consider redirecting your post-separation contributions to a "new" investment fund, different from your pre-separation investment funds. Doing so simplifies identifying your post-separation separate contributions from your pre-separation community contributions.

7) You are aware that it is not uncommon for people to access various bank accounts, retirement accounts, or personal computers electronically. In fact, you may have a personal computer or one or more of these accounts. Oftentimes, a personal computer and these accounts can be accessed electronically, by telephone or by internet, by utilizing the password or an account number for the bank account and the account holder's Social Security number. Your spouse may attempt to access your personal computer and these accounts following your separation. If this is the case, then I would strongly suggest that you change whatever access code you may have utilized during your marriage so that your personal computer and these accounts cannot be electronically accessed following the separation from your spouse.

8) If you and your spouse are operating a business and there are any personal guarantees that have been executed by you or your spouse, then you should consider terminating those personal guarantees after you discuss that with me because there may be an Automatic Temporary Restraining Order in effect.

9) During the course of dissolutions, it is not uncommon for spouses to attempt to settle some of the issues, if not all of the issues, in their case. From time to time, clients have done so and they have reduced those agreements to writing without prior review or comment by me. Do not enter into any written agreements with your spouse unless I review and discuss those written agreements with you.

10) As to health insurance, there is an automatic restraining order which precludes you and your spouse from making changes to any and all health insurance contracts or benefits which insure you, your spouse and/your children. If you are insuring an adult child under your policy, the automatic restraining order does not appear to require continued coverage of that child, but I would keep it in effect. If your spouse is insuring the family, you and any adult children, you should let me know about that because we would want to go to Court to ask the Court to keep that coverage in place for the adult child.

11) Our client's questions and concerns are very important to us. Although most questions or concerns can best be addressed in a scheduled office conference with me, we understand that there are times when you may have a question or concern that needs to be responded to right away. Under these circumstances, you should always feel free to call my legal assistant or me.

12) If it is necessary to see my legal assistant, or me please do so by appointment. Please do not stop by on the chance that we will be "available" to see you. During the course of a day, we may be seeing pre-scheduled clients, preparing for a hearing or trial, at a court hearing or out of the office attending other business-related meetings. Although we would want to see you, our schedule is such that it makes it difficult to do so if you drop by unannounced. If you are dropping off materials at my office and need to "explain" what the materials are or if you need to sign something, you should pre-arrange a specific appointment to do so. Usually, such matters can be scheduled and handled by my legal assistant.

13) If you are a small business owner, it is critical that you maintain boundaries between business expenses and personal expenses so during the pendency of the case, make sure to have a bank account for strictly business expenses and a personal bank account solely used for personal expenses. If you have any questions about this, please let me know.

14). **Please always be cautious about email and "phishing" scams (the fraudulent practice of sending emails purporting to be from reputable companies in order to induce individuals to such as sending money).** Today there are many email and internet scams around that attempt to use lawyers as a way to steal money from clients. My office does not accept or seek wire transfers and any payments related to your case should always be made in conjunction with a court order and likely a check that will be transferred via respective attorney offices. If you receive an email that appears to come from me or my staff asking you to pay money immediately or to work with a third party seeking a wire transfer it is likely fraudulent and you need to call my office immediately and take no action on any payments to anyone until you and I speak directly. Please be cautious during this time so that fraud can be avoided.

Sincerely yours,

SHEA LAW, PLLC

EDWARD F. SHEA, JR.
Attorney at Law

EJ/;
enclosures