

ADDENDUM TO AGREEMENT

You have retained me to represent you in connection with your Collaborative Law Process in which both you and your spouse will have a collaboratively trained attorney, and all have a shared commitment to avoid litigation. The process primarily entails information gathering conferences for purposes of settling all issues and is governed by the separately executed Collaborative Law Contract (“Contract”). Each party and his or her attorney agree to adhere to full disclosure, honesty, good faith negotiations, and mutual respect throughout the process as set forth in the Contract. As such the collaborative process can be in many ways dramatically different than the traditional adversarial litigation process employed in divorces, and thus my representation of you has special implications. I have advised you of the advantages, disadvantages and alternatives associated with the collaborative process. As your attorney I have recommended that at this time and based upon the information that you have provided to me you and your case appear to be appropriate for the collaborative process and that the process will serve the interests that you have communicated to me.

SCOPE OF DUTIES

I will represent your interests through the final settlement and obtaining of a decree of dissolution, subject to the following:

- I will only be your attorney of record in court during the uncontested dissolution proceeding for the limited purpose of filing the necessary dissolution pleadings and your separation agreement, and obtaining the decree of dissolution;
- I will not represent you in any contested litigation. My representation of you will be terminated if either you or your spouse decide to litigate, whether or not it was your decision;
- If the Collaborative Law Process is terminated before final settlement and entry of your decree of dissolution, I will not represent you in any contested family law litigation against your spouse. However, I will cooperate with you in transferring your file to new counsel.

You acknowledge and agree that for so long as you participate in the Collaborative Law Process, you are giving up your right to have your own expert(s), your access to the court system, your right to conduct formal discovery (i.e., interrogatories, request for production of documents and depositions) and the right to formally object to providing any documents or information to the other side that is appropriate and are to be provided under the terms of the Contract.

You agree to make full disclosure of the nature, extent, value of and all changes and developments affecting your income, assets, and liabilities. You authorize me to fully disclose all information which in my discretion must be provided to your spouse and their attorney.

You and I both retain the right to withdraw from our Fee Agreement and this Addendum if either of us feels we cannot abide by the principles of Collaborative Law Process. Your failure to make mandatory disclosures or any other violation of the contract is a basis for requiring my withdrawal. We can withdraw by notifying the other in writing. I agree to give you fifteen (15) days' notice of my intention to withdraw from your case, so that you will have the opportunity to retain substitute counsel. Upon withdrawal, I will promptly surrender to you or your substitute counsel, your important papers and property to which you are entitled. Upon withdrawal, I will refund any advance payment of fee that has not been earned. Upon withdrawal, I may have to, under certain circumstances, disclose the reason for such termination to your spouse or her counsel. My withdrawal may entail additional fees and costs to you.

This Addendum to our Fee Agreement does hereby amend said Fee Agreement and where there is conflict of any terms in the Fee Agreement from the terms set forth herein, this Addendum does hereby replace said terms in their entirety.

Client has read this Addendum and Client is signing this Addendum with a full understanding of the terms set forth herein and Client agrees to be bound by said terms.

Client

Date

Attorney

Date