



LAW OFFICE OF
JIM JARVIS
Collaborative Family Law,
Advocacy and Mediation

“KEEP IT SIMPLE” CONSULTING AND DOCUMENT PREPARATION PROGRAM INFO

If you are facing divorce or other family law issues, and expect it to be “uncontested,” you may be considering saving money by trying to do it yourself. But where to start? Can you really have confidence that the papers will be right? There can be a lot at stake, even in an uncontested divorce, especially when kids are involved.

There are books out there, and internet sites that will sell you packaged “forms” and instructions for hundreds of dollars. Often these are prepared by software programs or by non-lawyers in other states who don’t know you and don’t know Texas family law. The “instructions” may not be accurate or helpful. Judges may refuse to sign divorce decrees that don’t look professional. Items may be omitted, or stated in a way that is not legally enforceable down the road. Property may not be transferred correctly.

Some cases really *will* be uncontested. If so, and your case is relatively simple, you *can* do your own case with our help. Our “Keep It Simple” Divorce Consulting and *Pro Se* Document Preparation program gives you far more than any book or “form factory” can offer. For a reasonable flat fee, you will get a personal consultation with Jim Jarvis, who is Board Certified in family law, and who has practiced family law in Georgetown, Texas for over a quarter century. Your documents will be prepared by a qualified paralegal, who you actually meet and talk to, and who is supervised by the attorney. The paralegal will help you work out minor details and walk you through the process.

This flyer describes Jarvis Law Office’s “Keep It Simple” program, which kinds of cases are suitable for this program, which are not, what is included, and what is not included. This is intended to be taken in combination with a Contract you will sign if we accept your case into the program and you choose to do it.

WHAT IS “PRO SE?”

“*Pro se*” is a Latin phrase meaning “for or by himself/herself.” It is often used on legal documents for a party who represents himself or herself, without a lawyer. If you decide to handle your own case (and we accept the case into this program) you will be what we call a “CONSULTING *PRO SE* CLIENT.” We will consult with you; you will *not* be represented by JIM JARVIS or any other lawyer represented by his firm, unless a separate contract is signed and full retainer paid at a later date. This firm does not undertake responsibility for this case, and does not agree to provide any services beyond the limited services described in this flyer and the Contract.

PROBLEMS WITH *PRO SE* DIVORCES

There are reasons lawyers go to school a long time and are licensed and charge those fees. Often, difficult and highly charged issues come up, and there can be a lot at stake. There are inherent risks to doing a divorce or any other case yourself. These are mitigated (but not completely eliminated) by the kind of program we are offering. It is impossible to list every one, but, in general:

- a.* You may not understand the legal character (community or separate) of property, and the procedural hurdles involved in establishing separate property.
- b.* You may not understand the true value or tax consequences of some assets, such as stock, mutual funds, retirement plans or family businesses.
- c.* You may not understand or correctly complete the steps necessary to convey real estate or to create or release liens against real estate.
- d.* You may assume that the property would be divided 50/50 when in fact a judge might divide it disproportionately (*or vice-versa!*).
- e.* You may not take taxes into consideration.
- f.* You may have a division of property which is difficult or impossible to enforce if things go bad later.
- g.* You may not understand how the legal presumptions about conservatorship, custody, child support and visitation work under the Texas Family Code.
- h.* You may agree to a parenting plan which is difficult to understand or enforce.
- i.* You may agree to support obligations which are too low or too high, or which are difficult to enforce.
- j.* Your spouse (or the other party) could take advantage of your lack of understanding about any or all of the issues.
- k.* Your spouse (or the other party) could decide to make it a contested case, and set hearings or other deadlines on short notice to you. You might have to hire a lawyer quickly.

The list could go on. We'll talk about these things, as they come up in the course of discussing your case and settlement. We're not going to go "looking for problems" when issues are not suggested by the subjects you bring up.

SUITABILITY OF CASE:

This “Keep It Simple” Consulting and Document Preparation program may be suitable when:

- a. The parties’ net worth is moderate, the estate is relatively uncomplicated, and you and your spouse have agreed or are likely to agree on all aspects of the case. In an Uncontested Divorce without Children, this would include agreement on property division, characterization of separate and community property, allocation of debts, taxes and payment of fees and expenses. If there are retirement assets such as 401(k) or pension, the agreement will either have each party keeping the benefits in his/her own name *or* the parties will agree on a simple division and pay *substantial additional fees and expenses* to effectuate that division. (Dividing an ordinary IRA account on divorce is usually simple but may have modest costs.) Cases involving closely held businesses will usually not be suitable, unless the business is small and the parties can readily come to an agreement about the business. Likewise, cases involving more exotic employee benefits such as stock options, restricted stock, or deferred compensation may not be suitable for this program;
- b. If a case involves minor children, you and your spouse (or other party) have agreed or are likely to agree on custody, Joint Managing Conservatorship with standard allocation of parental rights and duties, a geographic restriction (or no restriction), a Texas “standard possession order” visitation schedule (which may include some agreed variations, but no “custom drafted” visitation schedule), child support, and health insurance. Child support must be per the Texas statutory guidelines; agreed variations from guidelines child support must be reasonable and easily explainable to the Judge, should he or she ask;
- c. In non-divorce context, the case may be an agreed Suit Affecting Parent-Child Relationship (e.g. a paternity case or similar) or an agreed modification of custody, visitation or child support. “Enforcement” cases, termination of parental rights cases, adoptions and other family cases will not be suitable;
- d. You or your spouse meets the residency requirements. In divorce cases, the requirement is six months in Texas and 90 days in the county;
- e. The location of your spouse (or other party) is known, and he or she will cooperate. If the spouse or other party’s location is unknown, the case may still fit in the “Keep it Simple” program if there is no child and no appreciable property;
- f. Your spouse (or other party) has not already hired a lawyer, especially one who has been retained and has filed a case;
- g. Both parties have relatively equal and accurate knowledge of all the assets, debts, income and other facts relevant to their case. If not, you must have a high degree of confidence that your spouse (or the other party) will freely give you the information or documents you need;

- h. The case does not include “hot button” issues such as family violence, child abuse, alcoholism, substance abuse, mental illness, or illegal or fraudulent acts, or, if such things have existed or occurred, both parties are fully informed and freely (without coercion or duress) wish to proceed with an amicable divorce in spite of such issues;
- i. You trust that the other party is very unlikely to do things which would be prohibited by a Temporary Restraining Order or Temporary Injunctions, such as violence or threats; hiding or taking the children; selling, disposing of, damaging, hiding or taking assets; changing beneficiary designations; forging signatures; or other actions which would undermine your case, your safety, your property or your peace of mind;
- j. There is no conflict of interest (see below), unless your spouse (or other party) is willing to waive conflict of interest in writing; and,
- k. Your spouse (or other party) understands that our services are provided only to and for the CONSULTING *PRO SE* CLIENT named in the contract, regardless of how or by whom the fee is paid. If the spouse or other party will have any communication with Jim Jarvis or his staff, he or she must sign a separate document acknowledging non-representation. The relationship of this Law Firm and the CONSULTING *PRO SE* CLIENT is an attorney-client relationship, limited in scope by the Contract. Jim Jarvis and the LAW OFFICE OF JIM JARVIS have no attorney-client relationship with the spouse or other party and no duty to protect his or her interests.

We must decide whether any case is suitable for this program. Some cases may be unsuitable even if the above criteria seem to be met. Remember that any case, no matter how simple or amicable it seemed at the outset, may become contested, or other circumstances may arise which make it unsuitable to continue in this mode.

WHAT IS THE FEE?

Fees will vary, as to the type of case. Our introductory rates, starting June, 2009 and running through this summer, will be as follows:

\$1,000.00	for Agreed Divorce with children
\$800.00	for Agreed Divorce without children
\$800.00	for Agreed Modifications of Parent-Child issues

The amount you pay for your initial consultation will be applied to the Flat Fee. See below for what is included and what is not included. Terms of payment and possibility of partial refunds are covered in the Contract.

WHAT SERVICES ARE INCLUDED IN THE FLAT FEE:

- a. Personal consultation with Jim Jarvis, up to 1.0 hour.
- b. Assignment of a qualified paralegal, supervised by Mr. Jarvis, to work with you and prepare your documents. The paralegal does not provide legal advice, but she *may* call in Mr. Jarvis if needed.
- c. Drafting of Original Petition for Divorce (or other petition or pleading).
- d. If you wish, we will physically file papers for you in Williamson County. Otherwise, we will give you instructions and help with filing papers.
- e. Waiver of Citation (a document for spouse or other party to sign acknowledging receipt of papers and waiving the right to have a process server personally hand him/her the papers).
- f. Final Decree of Divorce (or, in non-divorce cases, other type of final order) to be prepared by paralegal in consultation with you. The order must substantially conform to the professional forms in use by THE LAW OFFICE OF JIM JARVIS. Minor agreed changes will be accommodated, but “custom drafting” is not included in this “Keep it Simple” program. Mr. JARVIS will review the Final Decree or order with the paralegal, but will not consult personally with you at that stage unless he deems it necessary.
- g. In a divorce, changing your legal name (or your spouse’s) back to former name. This must be requested prior to the final draft of the Decree.
- h. Detailed instructions and coaching on how to finalize your divorce case on uncontested docket. In Williamson County cases, the paralegal may actually go with you to the Justice Center (i.e. the courthouse), showing you the places to go and procedures to follow. The paralegal will provide a “script” for your testimony before the judge.
- i. Referral to counselors and divorce recovery programs. We also have some books on topics related to divorce, especially its impact on children, which we loan (deposit required).
- j. State of Texas Vital Statistic Form (required to be submitted to District Clerk immediately after Final Decree is signed).
- k. In cases involving child support, an Employer Wage Withholding Order, and help opening your State of Texas child support account.
- l. Where transfer of title to a vehicle is required, Powers of Attorney to transfer motor vehicles.
- m. In the unlikely event that the Judge rejects your Final Decree of Divorce, a free consultation and additional services to remedy any problems.

- n. If your spouse or other party consults a lawyer, and that lawyer wishes to have a brief telephone conference with Mr. Jarvis, this will be handled at no additional charge, as a professional courtesy to the other lawyer. However, any negotiations of changes will be handled by the assigned paralegal.

WHAT IS NOT INCLUDED IN THE FLAT FEE:

- a. Mr. Jarvis' signature on your Original Petition. You will sign it yourself ("*pro se*"). He will not be your "attorney of record" in the case.
- b. Court costs and other out-of-pocket expenses. If we file papers for you, we may collect these from you in advance, in addition to the Flat Fee.
- c. Service of citation by a law enforcement officer or process server.
- d. Discovery. We will not do any Deposition, Request for Disclosure, Request for Production or Documents, Interrogatories, Request for Admissions, subpoenas, or any other legal method of obtaining documents, evidence or testimony. If you are not confident that you know or can readily learn all of your and your spouse's assets, debts and income, and all other things relevant to deciding or settling your case, then the "Keep It Simple" program is not right for you.
- e. Ultimate professional advice on whether your settlement is in your best interest or is reasonable under the circumstances. The initial attorney consultation and additional work you do with the paralegal will help you clarify your thinking and understand your rights. However, we are not undertaking to completely review your case and all your assets and other elements. You decide for yourself whether and how to settle your case.
- f. Additional consultations directly with Jim Jarvis, whether in person, by phone or e-mail, or otherwise, except as expressly provided. After the initial consultation, all of your contact will be with the assigned paralegal. If the paralegal determines that an issue must be addressed to Mr. Jarvis, she will do so.
- g. Temporary Orders. If you have temporary agreements, in effect while your case is pending, about things like use and possession of property, bills and expenses, custody, visitation and support, and you want these in an enforceable Temporary Order signed by the judge, we may be able to draft that for you, for an additional fee.
- h. Temporary Restraining Orders (TROs). TROs are special injunctions served on your spouse (or other party) at the beginning of the case, to prohibit or restrict bad actions. They are appropriate and necessary in many cases, but *not* the kind of cases we have in this "Keep it Simple" program. If you do not trust that your spouse (or other party) will refrain from actions to harm or threaten you or the children; hide or take the children; dispose of or hide assets; change beneficiary designations; or other actions which would undermine your case, your safety or your peace of mind, then the "Keep It Simple" program is not right for you. (NOTE, though, that if your case is in Travis County, you and the other party may both be subject to the "Travis County Standing Order Regarding Children, Property and Conduct of Parties," and you must give a copy of that Order to your spouse or other party along with the other papers.)

- i. Protective Orders in cases involving domestic violence. Cases involving ongoing domestic violence will not usually be suitable for this “Keep It Simple” program.
- j. Responsibility to see that the case actually gets finalized. If you don’t finish your agreement and get the final orders signed, the case will just sit, and may eventually be dismissed. We take no responsibility for this.
- k. Mediation of your case. The paralegal may help resolve minor issues, but *not* as a “neutral” party. (She’s on your side!) “Mediators” must be neutral. If you need to get a professional mediator to help you and your spouse finish your agreement, your paralegal will make suggestions, but your case may no longer fit in the “Keep It Simple” program.
- l. Valuation of any of your assets, including retirement plans, real estate and businesses.
- m. Professional advice from other disciplines, such as tax advice, business advice, financial planning, and psychological advice. Discussions may sometimes touch on these issues, but we do not purport to give professional advice in these areas. You should seek such advice from qualified practitioners if you decide you need it.
- n. Real Estate instruments and other documents such as Deeds, Deeds of Trust, Deeds of Trust to Secure Assumption, Real Estate Lien Notes, Unsecured Notes. These will be provided, as needed, for an additional charge. In addition, there will be recording fees payable to the county clerk, to officially record such documents. They definitely should be recorded.
- o. Qualified Domestic Relations Orders (QDROs) or other special orders for division of retirement accounts and pension plans. QDROs are not usually required for ordinary IRA accounts. Cases with complicated issues about retirement and pension will not be suitable for the “Keep It Simple” program. If a QDRO is required, this usually adds at least \$500 to the cost of your case. QDROs may be referred out to specialists. Also, retirement plan administrators often charge fees for reviewing and approving QDROs.
- p. Motions for New Trial, changes and corrections to the Final Decree of Divorce after the judge has signed, or appeals to higher court. The circumstances under which Decrees and orders can be changed or appealed are limited. (Note: When you sign off on the final papers, you are verifying that they are correct and prepared as you instructed.)
- q. Retaining or reinstating cases on the Court’s “dismissal docket” or which have been actually dismissed by the Court for non-prosecution. You cannot leave your case pending indefinitely. Practice varies according to judge and county.

IF CASE BECOMES CONTESTED

Your case will be deemed to have become contested if:

- a. The other party sets any hearing or serves any discovery request (*pro se* or through counsel);
- b. After reasonable attempts and opportunity for agreement, a settlement has not been reached;
- c. The other party retains an attorney who is unwilling for the case to continue in this program (e.g. the other attorney insists on formal mediation or substantial ongoing negotiations and consultations directly with Mr. Jarvis); or
- d. Mr. Jarvis determines that this case is no longer suitable for the “Keep it Simple” CONSULTATION AND DOCUMENT PREPARATION program.

If your case becomes contested, you may wish to retain Jim Jarvis to represent you in your case, by signing a separate Legal Services contract and paying a retainer (to be quoted by Mr. Jarvis). The retainer will vary according to the expected difficulty and time necessary to handle the case.

Mr. Jarvis is not required to accept your case for full representation. He may decline due to his caseload, conflicts of interest, or any other reason. However, if he declines full representation, or you prefer a different attorney, we may help you find a suitable lawyer to take your case. Your fee arrangement will be solely with that lawyer, and we have no responsibility for that lawyer’s representation.

If your case becomes contested within the first 30 days, and you retain Mr. Jarvis to represent you, you may be entitled to a partial credit toward your retainer and/or fees. This will be discussed further in the Contract.

CONFLICTS OF INTEREST AND CONFIDENTIALITY.

Just as in regular retained cases, we will not handle a case in the “Keep it Simple” program if there is a conflict of interest or appearance of a conflict. If Mr. Jarvis previously consulted with or represented the other party or a close relative or friend, there may be a conflict. You must tell us of any circumstance that could give rise to a conflict of interest.

Your spouse (or other party) may waive the conflict of interest, in writing, allowing us to work with you in the “Keep it Simple” program.

You agree that we *may* (but are not required to) discuss your case the other party (or representative) except any matters you specifically and expressly tell us not to reveal. We will ordinarily not discuss the case with the other side unless we have a signed acknowledgment of non-representation.

We respect the confidentiality of all information conveyed by you. However, you authorize us to use and release such information in the course of performing services under this Contract if we, in our judgment, believe such disclosure will benefit you and/or not harm your interest. We will not reveal any information

which you specifically ask us not to reveal, unless disclosure is required by law (such as the law requiring reporting of child abuse).

We *may* discuss your case with third parties (your friends, associates, family) if you permit. If you bring someone with you to our office, or otherwise involve him or her in your case in a manner that suggests he or she is a trusted confidante, we will assume we have your permission unless you expressly tell us otherwise. We will not communicate with children except in rare circumstances, with your permission.

STATE BAR GRIEVANCE PROCEDURE.

All Texas attorneys are subject to the Texas Disciplinary Rules of Professional Conduct. Any grievance you may have may be directed to a grievance committee care of the State Bar of Texas, 1414 Colorado, Austin, Texas 78701. Further information may be had by calling the State Bar at (800) 294-2222 (main number) or (800) 932-1900 (grievance helpline) or on the internet at www.texasbar.com.

READ THIS INFORMATION FLYER AND YOUR CONTRACT!

Keep copies of both documents. If you have any questions, ask now. By signing below, you affirm that you have read and understand this document. **THIS DOCUMENT WILL BE INCORPORATED BY REFERENCE AND WILL BE A PART OF YOUR CONTRACT.** Take and keep a copy. Even if you have already signed and have a question, ask it without delay. If there is any misunderstanding, it is easier to resolve sooner than later.

Date

CONSULTING *PRO SE* CLIENT
Print name:
