

Notice Regarding Inadvertent Agreements and Informal Settlements

Please allow this letter to serve as notice to you that the parties to a divorce or custody case may agree to participate in informal settlement conferences without their lawyers present. If you feel safe, and if you feel that you and your spouse/co-parent can speak in a civil manner with each other, maintain your composure, and remain respectful, we encourage your involvement in settling your case with your spouse. However, ***we strongly advise against your signing any document*** your spouse might produce detailing your agreement without consulting us first.

In short, to allow us to properly represent you, ***please do not sign an informal settlement agreement*** before we have an opportunity to review the document. If you were to sign an informal settlement agreement with your spouse/co-parent that met specific statutory language requirements, you could very well short-circuit your own case and be bound to an agreement that might not be in your best interest.

Rule 11 of the Texas Rules of Civil Procedure provides that an agreement that is (1) *in writing*, (2) *signed*, and (3) *filed with the court* may be enforced as a binding agreement, resolving the issues contained in that written document and precluding further discussion or litigation regarding those issues.

This description would specifically include any document, handwritten or otherwise, that you and your spouse sign that purports to contain settlement terms. **An agreement may also be reached simply by exchanging e-mails or text messages.** Further, recent decisions of the Supreme Court of Texas greatly increase the likelihood that these sorts of informal documents could, regardless of your intent, be deemed a final and binding settlement by the court.

Additionally, if you choose to communicate by e-mail or text message with a party to the lawsuit or others, you may say something that could form the basis of a contract. When communicating by e-mail and/or text messaging it is often difficult to avoid making admissions or otherwise including something that you will later regret.

We therefore advise that you do not sign any document unless and until it has been reviewed by your attorney and you have been advised that it is appropriate to sign. Further, if you are going to communicate by e-mail or text messaging with your spouse/co-parent, you should choose your words very carefully and with the understanding that they may cause you problems later.

If you have any questions regarding this matter, please feel free to ask.