

Instruction: This is a model letter. Adapt to fit your facts and circumstances.

D A T E

N A M E
A D D R E S S L I N E 1
A D D R E S S L I N E 2
C I T Y , S T A T E Z I P C O D E

Re: **vs.**

Dear :

Since receiving your letter of , it is my understanding that our clients have spoken directly regarding various issues in dispute. Based on my understanding of their agreement, the following changes needed to be made in the child custody and property settlement agreement.

1. Section II(A) needs to be modified to provide that the husband will be entitled to visitation every other weekend beginning at TIME on DAY and ending at TIME on DAY beginning immediately.

2. Section II(B) needs to be modified to provide that the husband will have visitation for three full weeks in the summer, being the second week in , and .

3. Section II(C) should be modified to provide that the husband will have the child AMOUNT OF TIME of the Christmas vacation with visitation to be alternated such that the husband has the child every other Christmas morning.

4. Section II(D) needs to be modified to provide that the wife will meet the husband with the child approximately way between CITY and her place of residence for purposes of visitation for so long as the husband is current on his child support obligations.

5. Section II also needs to make provisions for alternating HOLIDAY and HOLIDAY holidays to begin at TIME on DAY preceding the holiday and ending at TIME the following DAY. Also Section II needs to be revised to alternate Spring break each year beginning at TIME on the last day of school prior to Spring break and ending at TIME on the day immediately prior to school resuming.

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6. The first sentence of Section IV needs to be modified to provide that the husband will pay the medical bills not covered by the insurance of the wife so long as the wife maintains health insurance coverage for the child. In addition, we would like an affirmative obligation on the part of the wife to submit all medical expenses to the insurance carrier prior to requesting reimbursement from husband.

7. Section IX needs to be deleted. We believe that the issue of when and if the wife's attorney's fees should be paid by the husband is a matter for the discretion of the court. Further, I do not believe that if the situation were reversed that you would advise your client to agree to such a provision.

8. Section XI should be modified to reflect that the agreement may be made part of Final Judgment of Divorce that should be entered by the Chancery Court in Civil Action No. pending in the Chancery Court of the First Judicial District of County, .

Please consult with your client to confirm that she is agreeable to these changes. If so, please modify the child custody and property settlement agreement and forward to me for 's signature. It is my understanding from the Complaint you filed, that if we are able to reach agreement on the property settlement, then the judgment for divorce would be based solely on irreconcilable differences. If my understanding is not correct, please let me know.

Should you have any questions or need to discuss these matters, please do not hesitate to contact me.

Sincerely,

BY:

cc: