

# PRENUPTIAL AGREEMENT

## CLIENT GUIDE & REPRESENTATION PROPOSAL

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*Prepared for: CLIENT*

*Prepared by: ELIZABETH JONES, ESQ.*

### A NOTE BEFORE WE BEGIN

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Congratulations on your upcoming wedding. I understand that conversations about prenuptial agreements can feel uncomfortable — they can seem at odds with the optimism and excitement of planning a marriage. But in my experience, the couples who approach this process thoughtfully, together and in good faith, often come away feeling more confident and more financially aligned than they did before.

This document is designed to give you everything you need to make an informed decision: an honest explanation of why a prenupe may or may not make sense for your situation, a clear breakdown of what my representation will cost, and a frank description of what you can and cannot expect from me as your attorney.

There is no pressure here. My goal is to make sure you have the right information, not to sell you a service you don't need.

### SHOULD YOU GET A PRENUPTIAL AGREEMENT?

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A prenuptial agreement is not a one-size-fits-all document, and it is not right for every couple. Here is an honest look at the factors that typically weigh in favor — and against — entering into one.

#### Reasons a prenupe may make sense for you:

- ✓ You own real estate, a business, or significant financial assets that you want to protect
- ✓ You have an ownership interest in a family business where third parties (co-owners, investors) could be affected by a divorce
- ✓ You expect a significant inheritance or have already received one
- ✓ You are entering the marriage with substantial debt you want to keep separate
- ✓ You plan to leave the workforce to raise children and want explicit financial protections documented in advance
- ✓ You or your fiancée have been married before and want to protect children from a prior relationship
- ✓ There is a significant disparity in income or assets between you and your fiancée
- ✓ You want to agree in advance on financial ground rules rather than leave those decisions to a judge's discretion years from now

#### Reasons a prenupe may be less critical for you:

- ✗ You and your fiancée have comparable assets, income, and debt with no significant disparity

- X** Neither party owns a business, expects an inheritance, or has substantial premarital wealth
- X** You are both early in your careers with limited assets to protect
- X** You are not comfortable with the process and your fiance is strongly opposed — a prenup signed under relational pressure has enforceability problems

**The Massachusetts Legal Reality**

Massachusetts is an equitable distribution state under G.L. c. 208, § 34 — but with an important distinction: unlike most equitable distribution states, Massachusetts has no statutory protection for premarital assets. A judge has broad discretion to reach assets you owned before the marriage, including inherited property, if equity requires it. Without a prenup, the outcome of a divorce is genuinely unpredictable.

A prenup replaces that uncertainty with terms you and your fiance agree to now, while you are on the same team.

**THE OCTOBER WEDDING: WHY TIMING MATTERS**

This is the most important practical consideration for your situation. Under Massachusetts law, a prenuptial agreement must be entered into with adequate time before the wedding ceremony. The leading case, *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002), requires that the agreement not be the product of fraud, duress, or overreaching — and courts have found that signing a prenup days or even a few weeks before the wedding can, by itself, suggest duress.

For example: With an **October wedding**, here is the timeline that matters:

Milestone	Target Date
Retain counsel / initial consultation	As soon as possible — ideally no later than [July]
Financial disclosures exchanged	Within 2 weeks of retention
Draft agreement delivered	[August] — allowing time for review and negotiation
Fiancé retains independent counsel	[August] — his attorney needs adequate review time
Negotiation and revisions complete	[Early September] at the latest
Execution (signing)	No later than [Mid-September] — 6+ weeks before the wedding

If you are reading this close to your wedding date, please contact me immediately. There may still be time, but we need to move quickly and the timeline will compress everyone's review period in ways that create enforceability risk.

## WHAT YOU CAN EXPECT FROM MY REPRESENTATION

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I want to be transparent about what I will do for you and what falls outside the scope of my representation, so there are no surprises.

### What I will do:

- ✓ Meet with you for an initial consultation to understand your goals, assets, concerns, and the specific protections most important to you
- ✓ Advise you on Massachusetts prenuptial agreement law, including the enforceability standards of *DeMatteo v. DeMatteo* and *Austin v. Austin*, 445 Mass. 601 (2005)
- ✓ Draft a comprehensive prenuptial agreement tailored to your specific circumstances
- ✓ Advise you on how to protect yourself as a potential stay-at-home parent or lower-earning spouse, including alimony provisions, homemaker contribution clauses, and career sacrifice protections
- ✓ Review and respond to any revisions or counterproposals from your fiancé's attorney
- ✓ Prepare or review financial disclosure schedules (Exhibits) required for enforceability
- ✓ Advise you on provisions related to property division, alimony, business interests, estate rights, and debt allocation
- ✓ Be available by phone and email throughout the process to answer your questions
- ✓ Attend the signing if needed and ensure all execution formalities are properly completed

### What I will not do — and why this matters:

- ✗ I cannot represent both you and your fiancé. Massachusetts Rules of Professional Conduct Rule 1.7 prohibits an attorney from representing parties with conflicting interests. Your fiancé must retain his own independent counsel, or knowingly waive that right in writing.
- ✗ I cannot guarantee the agreement will be enforced. A Massachusetts court evaluates a prenup for fairness at both the time of signing and the time of enforcement under *Austin v. Austin*. If circumstances change dramatically — for example, if you become a full-time caregiver for many years — provisions that seemed fair today may be challenged later. I will draft with enforceability in mind, but no attorney can guarantee a court's future ruling.
- ✗ I cannot include child custody or child support provisions. Massachusetts law does not permit prenuptial agreements to predetermine custody or support arrangements. Those matters are always decided by the court based on the best interests of the child at the time of any divorce proceeding under G.L. c. 208, § 28.
- ✗ I cannot advise your fiancé. If he contacts me with questions about the agreement, I am obligated to direct him to his own counsel. Any communication I have with him goes through his attorney once he is represented.
- ✗ I cannot make the process comfortable if your fiancé is not a willing participant. A prenup signed under relational pressure or without genuine independent review is a prenup at serious risk of being thrown out. If this becomes a source of significant conflict in your relationship, I will advise you on your options honestly.

## FEE STRUCTURE & COST BREAKDOWN

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My fees for prenuptial agreement representation are structured based on the complexity of your assets and the level of negotiation involved. Below is a transparent breakdown of what you can expect to pay under each scenario.

Tier	Flat Fee	Typically Includes
Simple	\$1,500 – \$2,500	W-2 income, limited premarital assets, no business interests, cooperative negotiation, minimal revisions
Moderate	\$3,500 – \$6,000	Real estate, investment/retirement accounts, one business interest, some back-and-forth with opposing counsel
Complex	\$6,000 – \$10,000+	Multiple properties, significant business ownership, trust assets, stock options, substantial negotiation, multiple drafts

### What is included in the flat fee:

- ✓ Initial consultation (up to 90 minutes)
- ✓ All drafting, including financial disclosure schedules
- ✓ Up to [2/3] rounds of revisions in response to opposing counsel
- ✓ Phone and email communication throughout the engagement
- ✓ Execution review and attendance at signing if in [City/County]

### What may result in additional fees:

- ✓ Excessive rounds of negotiation beyond what is included in your tier (billed at \$325/hour)
- ✓ Engagement of a financial expert or business valuator (rare, but sometimes necessary for complex business interests)
- ✓ Travel outside [County] for signing

#### **Important: Your Fiancé's Legal Fees Are Separate**

My fees cover your representation only. Your fiancé will need to retain his own independent attorney. In Massachusetts, his attorney's fees are typically comparable to mine depending on his asset complexity and how much review and negotiation his counsel undertakes.

Some couples choose to have one party's attorney draft the agreement and the other party retain a 'review only' attorney at a reduced flat fee (\$500–\$1,500). This is a legitimate and cost-effective

approach, provided the reviewing attorney has adequate time and the client genuinely understands what they are signing.

*Retainer: My representation requires a retainer of \$850.00 due at engagement, applied against your flat fee. The retainer is earned upon commencement of work and is non-refundable if you choose to discontinue representation after work has begun.*

## THE COST OF NOT HAVING A PRENUP

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This is not a scare tactic — it is simply math. A contested Massachusetts divorce involving meaningful assets typically costs each party \$25,000 to \$100,000 or more in legal fees, with complex cases running significantly higher. Business valuations alone can cost \$10,000 to \$30,000. Litigation over alimony duration and amount adds tens of thousands more.

A prenuptial agreement, by contrast, is the least expensive legal document you will ever buy relative to what it protects. And beyond cost, it replaces a judge's discretion — someone who does not know you or your family — with terms you and your fiancé negotiate together, now, while you are on the same team.

## NEXT STEPS

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If you would like to move forward, or simply have more questions before deciding, here is how to proceed:

1.	Contact my office to schedule a consultation. There is no charge for an initial 30-minute call to determine whether we are a good fit.
2.	Before our meeting, begin gathering a general picture of your assets, debts, and income. You do not need formal documents yet — a general sense of what you own and what you owe is enough to start.
3.	Start the conversation with your fiancé, if you have not already. A prenup works best when both parties approach it collaboratively. I am happy to advise you on how to frame that conversation.
4.	Do not wait. With an October wedding, the window for a properly executed prenuptial agreement is narrowing. Every week matters for enforceability.

**ELIZABETH JONES, ESQ.**

ELIZABETH JONES LAW GROUP PLLC

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*Whatever you decide, I hope this guide has given you the information you need to make the right choice for your situation. A prenuptial agreement is not for every couple — but for those it serves, it is one of the most thoughtful and honest things two people can do before they marry.*

*I look forward to speaking with you.*

*Elizabeth Jones, Esq.*

**Elizabeth Jones, Esq.**

BBO No. 698847

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*This proposal is confidential and intended solely for the named recipient. It does not constitute legal advice and does not create an attorney-client relationship. An attorney-client relationship is formed only upon execution of a written engagement agreement and payment of the retainer.*