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EO-20-0005

FILED
MAY 11 2020
JANET JOHNSON
CLERK SUPREME COURT
BY:

May 08, 2020

Supreme Court of Arizona
Court Clerk's Office
1501 West Washington, Suite 402
Phoenix, Arizona 85007

Re: Ethics Opinion on Attorney-Client Privilege

I am requesting an ethics opinion regarding the attorney-client privilege and whether that privilege has been waived. I have a hearing on June 18, 2020 in Yavapai County Superior Court.

I have attached a letter between two attorneys discussing a Post Nuptial Agreement. One attorney drafted the agreement. The other attorney represented the opposing party. I want to ask both attorneys questions about the letter. My client and I were copied on the letter, when it was originally sent out in August 2014.

The attorney who drafted the agreement and sent the letter out, was also representing the opposing party in a Bankruptcy at the time.

If the opposing party continues to deny the existence of a Post Nuptial, can both attorneys be **required** to testify to the contents of the letter and/or any knowledge they may have about seeing an original signed Post Nuptial Agreement and it's contents as stated in the letter.

The opposing party is seeking spousal maintenance and a division of community property. These issues were contained in the Post Nuptial, where the opposing party waived them and is now trying to state otherwise.

ELO/co
Enclosure: Letter

EO-20-0005

August 29, 2014

VIA FACSIMILE

Re: Post Nuptial Agreement

Dear

In case you have not yet received 's August 25, 2014 letter to you, a copy is enclosed. The original Schedule B (Property of should be attached to the original Post Nuptial Agreement in your possession. After this document is attached, please send me the original of the agreement and retain a copy.

With respects to the concerns raised in 's letter, and related to you on August 27, 2014 at approximately 4:40 p.m., said that *she has no further problems with the agreement, that she ratifies the parties' earlier signature and she does not have an issue with the timing of the signing of the agreement and the exchanging of schedules and that she understands that there are no issues with full disclosure regarding the assets on schedule B, all of which she recognizes as Scott's separate property.*

This is my recollection of what stated to you as her attorney. Thanks for your help. I am pushing to get this done because this needs to be concluded before we can file bankruptcy for and that needs to be done within the next few weeks.

Very truly yours,

c: