

1 Client
2 Client's address
3 Clients phone number

NO MINOR OR JOINT KIDS

4 IN PRO PER

5
6 SUPERIOR COURT OF CALIFORNIA
7 COUNTY OF ALAMEDA

8 In re the Marriage of:

9)	Case No.: [Case number]
10	[Plaintiff's name],)	
11	Petitioner,)	STIPULATION RE:
12	and)	COLLABORATIVE DISSOLUTION OF
13	[Defendant's name],)	MARRIAGE
14	Respondent)	

15
16 CLIENT #1 and CLIENT #2 agree to be bound by the following terms. This Stipulation shall
17 remain in effect until modified by written agreement signed by both parties or court order. This
18 Stipulation is intended to be binding immediately upon being signed by the parties and counsel;
19 either party may thereafter file it with the court in the parties' action for Marital Dissolution
20 [Dissolution of Domestic Partnership/Legal Separation] and either party may request that the
21 court enter an order based on the Stipulation.
22
23

24 **ATTORNEY PARTICIPATION**

25 1. ATTORNEY #1 has been retained by CLIENT #1 to advise HER during the
26 course of this proceeding; and ATTORNEY #2 has been retained by CLIENT #2 to advise HIM
27

28 Stipulation Re: Collaborative Dissolution of Marriage - 1

Case Name; Case Number

1 during the course of this proceeding. Each attorney named above is appearing specially solely
2 for the purpose of this Stipulation and agrees to be bound by its terms and provisions.

3 2. Each attorney named above, and any attorney "in association" with such attorney,
4 is forever disqualified from appearing as attorney of record for either party named above in this
5 proceeding or in any other family law matter involving both parties. An attorney shall be deemed
6 "in association" if, at any time during the pendency of these proceedings or in a future family law
7 proceeding involving both parties, such attorney is in the same firm as any attorney named
8 above.
9

10 **COLLABORATIVE PRACTICE MATTER**

11 3. Both parties and attorneys agree to treat this matter as a Collaborative Practice
12 case and acknowledge that they have read and understand the document entitled *Principles and*
13 *Guidelines for Collaborative Practice*. The term "Collaborative Law Case" shall be included in
14 the caption of any document filed with the court hereafter, until termination of the Collaborative
15 process or conclusion of the case. All documents in this matter shall be submitted by the parties
16 as self-represented parties. Notwithstanding the foregoing, the attorneys named above may
17 specially appear for the sole purposes of filing a bifurcated Status-Only Judgment, the final
18 Judgment or Judgment on Reserved Issues and other documents reflecting agreement of the
19 parties, and the attorneys may execute Stipulations or Agreement of the parties as their
20 Collaborative counsel.
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23 4. As long as this Stipulation is in effect, the parties and attorneys agree to devote all
24 of their efforts to a negotiated settlement in an efficient, cooperative manner pursuant to the
25 terms of this Stipulation, and agree that neither party or attorney named in this Stipulation will
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1 file any document requesting intervention by the Court, except as otherwise specifically
2 permitted herein.

3 5. As long as this Stipulation is in effect, the parties agree that the time in which to
4 exercise a peremptory challenge under Code of Civil Procedure §170.6 shall be tolled.

5 **PERSONAL CONDUCT RESTRAINING AGREEMENTS**

6 6. Both parties agree that commencing immediately:

7 A. Each is restrained from borrowing against, canceling, transferring,
8 disposing of, or changing the beneficiaries of any insurance or other coverage including life,
9 health, automobile, and/or disability held for the benefit of the parties.

10 B. Each is restrained from transferring, encumbering, hypothecating,
11 concealing or in any way disposing of any property, real or personal, whether community, quasi-
12 community, or separate, without written consent of the other party, or any order of the Court,
13 except in the usual course of business or for the necessities of life.

14 C. Each party will notify the other of any proposed extraordinary expenditure
15 at least five business days prior to incurring the extraordinary expenditure. Any party who incurs
16 extraordinary expenditures after these restraining agreements are in place shall account for all
17 such expenditures. However, nothing in this Stipulation precludes either party from using
18 community property to pay reasonable attorneys' fees in order to retain and maintain legal
19 counsel in the action.

20 D. Neither party will incur any debts or liabilities for which the other may be
21 held responsible, other than in the ordinary course of business or for the necessities of life.

22 **TEAM MEMBERS, EXPERTS, AND CONSULTANTS**

1 7. The participation of an interdisciplinary team and outside experts, professionals
2 and specialists to assist the parties achieve full settlement of their case or resolution of particular
3 topics in their case is consistent with the *Principles and Guidelines for Collaborative Practice*
4 and acceptable so long as such person is not requested or otherwise allowed to make decisions
5 for the parties on any topics in their case.
6

7 A. Testimony of Experts and Consultants Except upon the mutual written
8 agreement of the parties to the contrary, any person or firm retained as an expert or consultant in
9 the Collaborative process whose work product is used by either party or attorney or jointly,
10 during the term of this Stipulation, is forever disqualified from appearing as a witness or expert
11 witness for either party, a child, or the court, to testify as to any matter related to such person's or
12 firm's work product. Such persons or firms include, but are not limited to, accountants, non-
13 Collaborative (in this matter) attorneys, non-Collaborative (in this matter) coaches, therapists,
14 personal or real property valuation experts, vocational consultants, private investigators, doctors
15 or any other persons retained or employed as an expert or consultant in the Collaborative
16 process. Notwithstanding the above, any such persons or firms may appear to give testimony
17 solely as a percipient witness in a capacity which existed prior to the execution of this
18 Stipulation.
19
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21 B. Evidence Except upon written agreement of the parties otherwise, all
22 notes, work papers, summaries, tests, inventories, questionnaires, and reports prepared by such
23 person or firm described in the preceding paragraph shall be inadmissible as evidence in any
24 proceeding involving the parties.
25

26 **DISCLOSURE AND DISCOVERY**

27 Stipulation Re: Collaborative Dissolution of Marriage - 4

28 Case Name; Case Number

1 8. Each party shall serve, at a mutually agreeable time, Preliminary Declarations of
2 Disclosure and shall provide each other with any written authorizations requested which may be
3 required in order to obtain information or documentation, or to prepare Domestic Relations
4 Orders or other orders facilitating agreements reached. The parties and attorneys acknowledge
5 and understand that honesty and the full disclosure of all relevant information is an integral
6 factor in the success of the Collaborative process.
7

8 9. All discovery requests shall be made informally. No motion to compel or for
9 sanctions is available for any discovery requests made during the term of this Stipulation.
10 Responses to any discovery requests should be made within the time limits prescribed by
11 applicable statute or otherwise as agreed upon by the parties. All responses to discovery requests,
12 if requested, shall be under penalty of perjury.
13

14 **ATTORNEYS’ FEES**

15 10. In the event the Collaborative process is terminated and the case proceeds to
16 litigation, the Court may award attorneys’ fees and impose sanctions pursuant to the California
17 Code of Civil Procedure, the Family Code, or any other statute the Court deems appropriate,
18 upon a proper showing that any party had a) used the Collaborative process in bad faith for the
19 purpose of unilateral delay or to gain an advantage, b) engaged in any concealment,
20 misrepresentation or perpetuation of the same in any way that materially and adversely affects
21 the rights of the other party, or c) failed to act in good faith to provide discovery reasonably
22 requested as set forth above.
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25 **ADMISSIBILITY OF STATEMENTS MADE DURING**
26 **THE COLLABORATIVE PROCESS**

1 11. All settlement discussions or negotiations, oral or written, made in the
2 Collaborative process, are privileged and shall be inadmissible in any proceeding involving these
3 parties.

4 12. All agreements signed by the parties, whether made an order of the Court or not,
5 are admissible, subject to the Evidence Code.
6

7 13. Any documents produced and/or signed under penalty of perjury shall be
8 admissible, subject to the Evidence Code.

9 14. The Collaborative attorneys' work product is privileged and inadmissible for any
10 purpose. The work product of the other Collaborative team members is also inadmissible for any
11 purpose. Work product includes notes, communications with team members, experts or
12 witnesses, prepared by or for the Collaborative professional(s) during any written or oral
13 communication between the parties, the attorneys, or firm retained by either party or attorney.
14 No such communication shall be deemed a waiver of any privilege of either party.
15

16 15. Except as specified in Paragraph 17, below, the attorney-client privilege described
17 at Evidence Code section 950 et seq. will apply to confidential communications between each
18 party and his or her attorney as defined in Evidence Code section 952. To the extent legally
19 permitted, the psychotherapist-patient privilege described at Evidence Code section 1010 et seq.
20 will apply to confidential communications between each party and his or her coach as defined in
21 Evidence Code section 1012.
22

23 16. All Collaborative professional team members are forever disqualified from appearing
24 as a witness or expert witness for either party, child, or the court, to testify as to any matter
25 related to the Collaborative process.
26

1 17. Notwithstanding the foregoing provisions, Collaborative counsel and
2 Collaborative coaches will not maintain confidentiality as to the following and the parties agree
3 that the following are not privileged: a) statements by any party which indicate an intent to
4 endanger the health or safety of the other party or of the children of either party; b) statements by
5 any party which indicate an intent to conceal or change the residence of a child of either party
6 without notice to the other party; or c) statements by any party which indicate an intent to
7 commit irreparable economic damage to joint property or property of either party.
8

9 **WITHDRAWAL OF ATTORNEY**

10 18. Either attorney may withdraw from this matter unilaterally by giving fifteen (15)
11 days' written notice of such election to the parties, other attorney, and all other Collaborative
12 team members, and, if this Stipulation has been filed with the Court with the attorney appearing
13 in the case, by filing a Notice of Attorney Withdrawal with a proof of service of a copy of such
14 Notice to all other parties in the proceeding. The Notice of Attorney Withdrawal does not
15 terminate the Collaborative process. The party losing his or her attorney may continue in the
16 Collaborative process by retaining a new Collaborative attorney who will agree in writing to be
17 bound by this Stipulation and the above-referenced Principles and Guidelines.
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20 **TERMINATION OF COLLABORATIVE PROCESS**

21 19. In the event that a party or attorney deems it necessary or unavoidable that
22 contested pleadings be filed with the Court, each attorney will be disqualified from continuing to
23 participate in the action on behalf of his or her client.
24

25 20. Either party may unilaterally and without cause terminate this Stipulation by
26 giving written notice of such election to all other parties and Collaborative team members
27

1 ("Termination Election" hereinafter), and, if this Stipulation has been filed with the Court, by
2 filing a Termination Election with a proof of service of a copy of such Termination Election to all
3 other parties in the proceeding. Such a Termination Election shall also be deemed to have
4 occurred upon either party seeking court intervention.

5 21. The Collaborative process will terminate automatically in the event that a party
6 deems it necessary to proceed to Court in an emergency to protect his or her property, himself or
7 herself. This process is outlined in paragraph 24, below.

8 22. The parties understand that in the event of the termination of the Collaborative
9 process, they will each have to retain a new attorney and additional fees will likely be required.
10 The parties do not waive their right to seek assistance of the Superior Court; however, any resort
11 to litigation results in the automatic termination of the Collaborative process on the date of any
12 application to the Superior Court.
13
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15 **AFTER TERMINATION OF COLLABORATIVE PROCESS**
16 **OR WITHDRAWAL OF ATTORNEY**

17 23. Neither party may serve any Request to Enter Default or At-Issue Memorandum
18 until the expiration of fifteen (15) days after service of a Termination Election or a Notice of
19 Attorney Withdrawal, as set forth above. Except as provided in the following paragraph, no
20 hearing or any Notice of Motion or Order to Show Cause may be scheduled to occur prior to the
21 expiration of forty-five (45) days after service of a Termination Election or Withdrawal of
22 Attorney.
23

24 24. Notwithstanding the previous paragraph, either party may file an ex parte
25 request for temporary restraining orders, or an Order Shortening Time supported by a
26

1 Declaration describing imminent action by any party which involves (i) a violation of any
2 automatic restraining orders set forth in the Summons, (ii) a threat to the safety or welfare of any
3 party or the children of either party, or (iii) imminent danger of irreparable economic damage to
4 the property of either party. In such case, the other party shall be given five (5) business days'
5 notice of any hearing or other action unless the Court deems, for good cause, that a shorter notice
6 period, or no notice at all, is appropriate. Any filing under this Paragraph shall be deemed a
7 Termination Election under this Stipulation.
8

9 25. Upon termination of the Collaborative process or withdrawal of any counsel, the
10 withdrawing attorney, or both attorneys if the Collaborative process has terminated, will
11 promptly cooperate to facilitate the transfer of the client's matter to successor counsel.
12

13 26. The parties do not waive their right to seek the assistance of the Superior Court
14 named above; however, any resort to litigation results in the automatic termination of the
15 Collaborative process on the date any application to the Superior Court for its orders is signed or
16 otherwise made.
17

18 NOTICE

19 27. The parties authorize any notice or documents required to be served hereunder to
20 be served by any of the following methods:

- 21 (a) by personal delivery;
- 22 (b) by facsimile to the below numbers pursuant to California Code of Civil
23 Procedure section 1013(c); or
- 24 (c) by deposit in the United States mail, first class, postage prepaid, addressed
25 to the parties at the below addresses.
26

1 Service by method (a) or (b) is effective immediately. Service by method (c) is effective five
2 days after deposit.

3 27. The addresses and fax numbers for service are as follows:

4 Wife: CLIENT #1

5 Address:

6 Fax No:

7
8
9 Attorney: ATTORNEY #1

10 Address:

11 Fax No:

12
13
14 Husband: CLIENT #2

15 Address:

16 Fax No:

17
18
19 Attorney: ATTORNEY #2

20 Address:

21 Fax No:

22
23
24 29. Either party or attorney may change his or her address by giving written notice of
25 such change to all other parties named above.

1 30. If service is made directly upon a party, a courtesy copy shall be delivered
2 contemporaneously to the party's attorney by any of the above methods.

3 We agree to be bound by the above provisions. Either party may request that the court
4 enter the above as its order.

5
6 Dated: _____

Dated: _____

7
8
9 _____
10 CLIENT #1

CLIENT #2

11
12 _____
13 ATTORNEY #1
14 Collaborative Attorney for
15 CLIENT #1

ATTORNEY #2
Collaborative Attorney for
CLIENT #2