

1 Client  
2 Client's address  
3 Clients phone number

**NO MINOR OR JOINT KIDS**

4 IN PRO PER

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6  
7 SUPERIOR COURT OF CALIFORNIA  
8 COUNTY OF CONTRA COSTA

9 In re the Marriage of:

Collaborative Law Case

10  
11 [Plaintiff's name],

12 Petitioner,

13 and

14 [Defendant's name],

15 Respondent

) Case No.: [Case number]

) STIPULATION AND ORDER RE:

) COLLABORATIVE DISSOLUTION OF  
) MARRIAGE

16  
17 CLIENT #1 and CLIENT #2 agree to be bound by the following terms. This Stipulation shall  
18 remain in effect until modified by written agreement signed by both parties or court order. This  
19 Stipulation is intended to be binding immediately upon being signed by the parties and counsel;  
20 either party may thereafter file it with the court in the parties' action for Marital Dissolution  
21 [Dissolution of Domestic Partnership/Legal Separation] and either party may request that the  
22 court enter an order based on the Stipulation.  
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* and Contra Costa County Superior Court *Local Rule*  
14 *12.5F*. The term "Collaborative Law Case" shall be included in the caption of any document filed  
15 with the court hereafter, until termination of the Collaborative process or conclusion of the case.  
16 All documents in this matter shall be submitted by the parties as self-represented parties.  
17 Notwithstanding the foregoing, the attorneys named above may specially appear for the sole  
18 purposes of filing a bifurcated Status-Only Judgment, the final Judgment or Judgment on  
19 Reserved Issues and other documents reflecting agreement of the parties, and the attorneys may  
20 execute Stipulations or Agreement of the parties as their Collaborative counsel.  
21  
22

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  
26  
27

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

20  
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**

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28 Case Name; Case Number



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.  
18  
19

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  
14

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

- 22 (a) by personal delivery;
- 23 (b) by facsimile to the below numbers pursuant to California Code of Civil  
24 Procedure section 1013(c); or  
25

1 (c) by deposit in the United States mail, first class, postage prepaid, addressed  
2 to the parties at the below addresses.

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

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

6 Wife: CLIENT #1

7 Address:

8 Fax No:

9  
10  
11 Attorney: ATTORNEY #1

12 Address:

13 Fax No:

14  
15  
16 Husband: CLIENT #2

17 Address:

18 Fax No:

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20  
21 Attorney: ATTORNEY #2

22 Address:

23 Fax No:

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
CLIENT #1

\_\_\_\_\_  
CLIENT #2

\_\_\_\_\_  
ATTORNEY #1  
Collaborative Attorney for  
CLIENT #1

\_\_\_\_\_  
ATTORNEY #2  
Collaborative Attorney for  
CLIENT #2

**ORDER**

Upon the stipulation of the parties and counsel as set forth above, the Court approves the terms of the Stipulation and orders the parties to comply with all of its items and provisions.

Dated: \_\_\_\_\_

JUDGE/COMMISSIONER OF THE SUPERIOR COURT