

1 Client
2 Client's address
3 Clients phone number

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ALAMEDA

10 In re the Marriage of:

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

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.
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24 **ATTORNEY PARTICIPATION**

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26 1. ATTORNEY #1 has been retained by CLIENT #1 to advise HER during the
27 course of this proceeding; and ATTORNEY #2 has been retained by CLIENT #2 to advise HIM
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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.
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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.
21

22 4. As long as this Stipulation is in effect, the parties and attorneys agree to devote all
23 of their efforts to a negotiated settlement in an efficient, cooperative manner pursuant to the
24 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 removing their minor child(ren) from the State of
8 California without the prior written consent of the other or order of the Court;

9 B. Each is restrained from borrowing against, canceling, transferring,
10 disposing of, or changing the beneficiaries of any insurance or other coverage including life,
11 health, automobile, and/or disability held for the benefit of the parties and their minor child(ren).
12

13 C. Each is restrained from transferring, encumbering, hypothecating,
14 concealing or in any way disposing of any property, real or personal, whether community, quasi-
15 community, or separate, without written consent of the other party, or any order of the Court,
16 except in the usual course of business or for the necessities of life.
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18 D. Each party will notify the other of any proposed extraordinary expenditure
19 at least five business days prior to incurring the extraordinary expenditure. Any party who incurs
20 extraordinary expenditures after these restraining agreements are in place shall account for all
21 such expenditures. However, nothing in this Stipulation precludes either party from using
22 community property to pay reasonable attorneys' fees in order to retain and maintain legal
23 counsel in the action.
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25 E. Neither party will incur any debts or liabilities for which the other may be
26 held responsible, other than in the ordinary course of business or for the necessities of life.
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TEAM MEMBERS, EXPERTS, AND CONSULTANTS

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

A. Testimony of Experts and Consultants Except upon the mutual written agreement of the parties to the contrary, any person or firm retained as an expert or consultant in the Collaborative process whose work product is used by either party or attorney or jointly, during the term of this Stipulation, is forever disqualified from appearing as a witness or expert witness for either party, a child, or the court, to testify as to any matter related to such person’s or firm’s work product. Such persons or firms include, but are not limited to, accountants, non-Collaborative (in this matter) attorneys, non-Collaborative (in this matter) coaches, therapists, co-parenting counselors, parenting experts, personal or real property valuation experts, vocational consultants, private investigators, doctors or any other persons retained or employed as an expert or consultant in the Collaborative process. Notwithstanding the above, any such persons or firms may appear to give testimony solely as a percipient witness in a capacity which existed prior to the execution of this Stipulation.

B. Evidence Except upon written agreement of the parties otherwise, all notes, work papers, summaries, tests, inventories, questionnaires, and reports prepared by such person or firm described in the preceding paragraph shall be inadmissible as evidence in any proceeding involving the parties.

DISCLOSURE AND DISCOVERY

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

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

ATTORNEYS’ FEES

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

**ADMISSIBILITY OF STATEMENTS MADE DURING
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.
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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 professional team member is also
11 inadmissible for any purpose. Work product includes notes, communications with team
12 members, experts or witnesses, prepared by or for the Collaborative professionals during any
13 written or oral communication between the parties, the attorneys, or firm retained by either party
14 or attorney. No such communication shall be deemed a waiver of any privilege of either party.
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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
24 appearing as a witness or expert witness for either party, a child, or the court, to testify as to any
25 matter related to the Collaborative process.
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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.
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9 **CHILDREN’S ISSUES**

10 18. In resolving issues about sharing the enjoyment and responsibility of their minor
11 child(ren), the parties and Collaborative team members shall make every reasonable effort to
12 reach amicable solutions that promote the best interests of the child(ren). The parties agree to act
13 quickly to resolve all differences related to the child(ren) in a manner that will promote a caring,
14 loving, and involved relationship between the child(ren) and each parent. The parties agree to
15 insulate their child(ren) from involvement in their disputes.
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17 **WITHDRAWAL OF ATTORNEY**

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

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

21. Either party may unilaterally and without cause terminate this Stipulation by giving written notice of such election to all other parties and Collaborative team members ("Termination Election" hereinafter), and, if this Stipulation has been filed with the Court, by filing a Termination Election with a proof of service of a copy of such Termination Election to all other parties in the proceeding. Such a Termination Election shall also be deemed to have occurred upon either party seeking court intervention.

22. The Collaborative process will terminate automatically in the event that a party deems it necessary to proceed to Court in an emergency to protect his or her property, himself, herself, or the child(ren). This process is outlined in paragraph 25, below.

23. The parties understand that in the event of the termination of the Collaborative process, they will each have to retain a new attorney and additional fees will likely be required. The parties do not waive their right to seek assistance of the Superior Court; however, any resort to litigation results in the automatic termination of the Collaborative process on the date of any application to the Superior Court.

AFTER TERMINATION OF COLLABORATIVE PROCESS

OR WITHDRAWAL OF ATTORNEY

24. Neither party may serve any Request to Enter Default or At-Issue Memorandum until the expiration of fifteen (15) days after service of a Termination Election or a Notice of Attorney Withdrawal, as set forth above. Except as provided in the following paragraph, no

1 hearing or any Notice of Motion or Order to Show Cause may be scheduled to occur prior to the
2 expiration of forty-five (45) days after service of a Termination Election or Withdrawal of
3 Attorney.

4 25. Notwithstanding the previous paragraph, either party may file an ex parte
5 request for temporary custody, temporary restraining orders, or an Order Shortening Time
6 supported by a Declaration describing imminent action by any party which involves (i) a
7 violation of any automatic restraining orders set forth in the Summons, (ii) a threat to the safety
8 or welfare of any party or the children of the parties, or (iii) imminent danger of irreparable
9 economic damage to the property of either party. In such case, the other party shall be given five
10 (5) business days' notice of any hearing or other action unless the Court deems, for good cause,
11 that a shorter notice period, or no notice at all, is appropriate. Any filing under this Paragraph
12 shall be deemed a Termination Election under this Stipulation.
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15 26. Upon termination of the Collaborative process or withdrawal of any counsel, the
16 withdrawing attorney, or both attorneys if the Collaborative process has terminated, will
17 promptly cooperate to facilitate the transfer of the client's matter to successor counsel.
18

19 27. The parties do not waive their right to seek the assistance of the Superior Court
20 named above; however, any resort to litigation results in the automatic termination of the
21 Collaborative process on the date any application to the Superior Court for its orders is signed or
22 otherwise made.
23

24 NOTICE

25 28. The parties authorize any notice or documents required to be served hereunder to
26 be served by any of the following methods:

27 (a) by personal delivery;
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1 (b) by facsimile to the below numbers pursuant to California Code of Civil
2 Procedure section 1013(c); or

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

5 Service by method (a) or (b) is effective immediately. Service by method (c) is effective five
6 days after deposit.
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8 29. The addresses and fax numbers for service are as follows:

9 Wife: CLIENT #1

10 Address:

11 Fax No:
12

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14 Attorney: ATTORNEY #1

15 Address:

16 Fax No:
17

18
19 Husband: CLIENT #2

20 Address:

21 Fax No:
22

23
24 Attorney: ATTORNEY #2

25 Address:

26 Fax No:
27

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

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

5 We agree to be bound by the above provisions. Either party may request that the court
6 enter the above as its order.
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8
9 Dated: _____

Dated: _____

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12 _____
13 CLIENT #1

CLIENT #2

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16 _____
17 ATTORNEY #1
18 Collaborative Attorney for
19 CLIENT #1

ATTORNEY #2
Collaborative Attorney for
CLIENT #2