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Law Offices of *****

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALANIEDA

In re the Marriage of:

) Case No.:

)

) **STIPULATION AND ORDER RE:**
) **COLLABORATIVE LAW**

Petitioner: *

)

and

)

R e s p o n d e n t : *

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Petitioner, *, and Respondent, *, stipulate that the Court may make an order based on the following. The orders shall remain in effect until and unless modified by written agreement signed by both parties or further court order. This stipulation is intended to be a binding court order upon being signed by the parties and counsel; it shall thereafter be filed with the court in the parties' action for Marital Dissolution:

ATTORNEY PARTICIPATION

1 * has been retained by * to advise him/her during **the** course of this proceeding; and * has been retained by * to advise him/her during the course of this proceeding. Each attorney named above is appearing specially solely for the purpose of this Stipulation and Order and agrees to be bound by its terms and provisions.

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

7 3. Notwithstanding the above, the attorneys named above may appear by agreement
8 as counsel of record for the sole purposes of filing a bifurcated Judgment re: status, the final
9 Judgment and/or other final documents reflecting the agreement of the parties, upon the entry of
10 which they shall immediately withdraw.

11 COLLABORATIVE LAW MATTER

12 4. Both parties and attorneys agree to treat this matter as a Collaborative Law Case
13 and acknowledge that they have read and understand the document entitled *Principles and
14 Guidelines for the Collaborative Practice*.

15 5. For so long as this Stipulation and Order is in effect, the parties and attorneys
16 agree to devote all of their efforts to a negotiated settlement in an efficient, cooperative manner
17 pursuant to the terms of this Stipulation, and agree that neither party or attorney named in this
18 Stipulation will file any document requesting intervention by the Court, except. as otherwise
19 specifically permitted herein.

20 6. Both parties agree that they are currently, and will continue to be, bound by the
21 automatic restraining orders received on the back of the Summons form, and that the binding
22 effect of said restraining orders shall not be affected in any mariner by the entry of this
23 Stipulation and Order.

24 EXPERT CONSULTANTS

25 7. Except upon the mutual written agreement of the parties to the contrary, any
26 person or firm retained by either party or attorney or jointly, or whose work product is used by
27 either party or attorney or jointly. during the term of this Stipulation and Order, is forever
disqualified from appearing as an expert witness for either party, a child or the court, to testify as

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STATEMENTS OF PARTIES AND ATTORNEYS

11. Other than statements and information contained in the parties' Preliminary and Final Declarations of Disclosure and responses made under penalty of perjury to discovery requests under Paragraph 9 above, all written and oral communications and work product communicated between or by any party, attorney, witness, or any other person or firm retained by either party during the term of this Stipulation and Order shall be deemed inadmissible for any purpose in any subsequent proceedings pursuant to Evidence Code section 1152, except with regard to attorney fees and costs pursuant to Paragraph 10. Except as specified in Paragraph 12 below, the attorney-client privilege described at Evidence Code section 950 et seq. will apply to confidential communications between each party and his or her attorney as defined in Evidence Code section 952.

12. Notwithstanding Paragraph 11 above, the following are neither inadmissible under Evidence Code section 1152 nor within the attorney-client privilege:

a. Statements by any party which indicate an intent to endanger the health or safety of the other party, or of the children of either party;

b. Statements by any party which indicate an intent to conceal or change the residence of a child of either party without notice to the other party;

c. Statements by any party which indicate an intent to commit irreparable economic damage to joint property or property of either party.

PLEASE NOTE THAT THE PARTIES ARE GIVING UP THEIR RIGHT TO CONFIDENTIALITY WITH THEIR ATTORNEYS REGARDING ANY OF THE ABOVE STATEMENTS.

TERMINATION OF COLLABORATIVE PROCESS

13. Either party may unilaterally and without cause terminate this Stipulation and Order by giving written notice of such election to all other parties ("Termination Election" hereinafter), and 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 as described in Paragraph 5 herein.

14. Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days' written notice of such election to the parties and other attorney and by filing a Notice of Attorney Withdrawal with a proof of service of a copy of such Notice to all other parties in the proceeding. The Notice of Attorney Withdrawal does not terminate the Collaborative Law process. The party losing his or her attorney may continue in the Collaborative Law process by retaining a new collaborative attorney who will agree in writing to be bound by this Stipulation and Order and the above-referenced Guidelines and Principles.

15. 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 under Paragraph 13, or a Notice of Attorney Withdrawal under Paragraph 14. Except as provided in Paragraph 16 below, no hearing or any Notice of Motion or Order to Show Cause may be scheduled to occur prior to the expiration of forty-five (45) days after service of a Termination Election.

16. Notwithstanding Paragraph 15 above, either party may file an ex parte request for temporary custody, temporary restraining orders, or an Order Shortening Time supported by a Declaration describing imminent action by any party which involves (i) a violation of any automatic restraining orders set forth in the Summons, (ii) a threat to the safety or welfare of any party or the children of the parties, or (iii) imminent danger of irreparable economic damage to the property of either party. In such case, the other party shall be given five (5) business days notice of any hearing or other action unless the Court deems, for good cause, that a shorter notice period, or no notice at all, is appropriate. Any filing under this Paragraph shall be deemed a Termination Election under this Stipulation and Order.

17. Upon termination of the collaborative process or withdrawal of any counsel, each attorney will promptly cooperate to facilitate the transfer of the client's matter to successor counsel.

18. The parties do not waive their right to seek the assistance of the Superior Court named above; however, any resort to litigation results in the automatic termination of the

Collaborative Law process on the date any application to the Superior Court for its orders is signed or otherwise made.

NOTICE

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

(a) by personal delivery;

(h) by facsimile to the below numbers pursuant to California Code of Civil Procedure section 1013(c): or

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

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

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

Petitioner:

Attorney: *:

Respondent:

Attorney:

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

22. 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 and request that the court enter the above as its order.

Dated:

Dated:

*

Petitioner

Respondent

Collaborative Attorney for Petitioner

Collaborative Attorney for Respondent

ORDER

Upon the stipulation of the parties and counsel 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 OF THE SUPERIOR COURT

Special appearance by:

Collaborative Counsel for _____

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

In re the Marriage of:

Collaborative Law Case

Petitioner,

Case No.:

and

**STIPULATION AND ORDER RE:
COLLABORATIVE LAW**

Respondent.

• Petitioner, _____ . and Respondent _____, stipulate that the Court may make an order based on the following. The orders shall remain in effect until and unless modified by written agreement signed by both parties or further court order. This stipulation is intended to be a binding court order upon being signed by the parties and counsel; it shall thereafter be filed with the court in the parties' action for Marital Dissolution:

ATTORNEY PARTICIPATION

I. _____ has been retained by _____ to advise him/her during the course of this proceeding; and _____ has been retained by _____ advise him/her during the course of this proceeding. Each attorney named above is appearing specially solely for the purpose of this Stipulation and Order and agrees to be bound by its terms and provisions.

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

COLLABORATIVE LAW MATTER

3. Both parties and attorneys agree to treat this matter as a Collaborative Law Case and acknowledge that they have read and understand the document entitled *Principles and Guidelines for Collaborative Practice* and Contra Costa County Superior Court *Local Rule 12.5F*.

4. The term "Collaborative Law Case" shall be included in the caption of any document filed with the court hereafter, until termination of the collaborative process or conclusion of the case. All documents in this matter shall be submitted by the parties as self-represented parties. Notwithstanding the foregoing, the attorneys named above may specially appear for the sole purposes of filing a bifurcated Status-Only Judgment, the final Judgment or Judgment On Reserved Issues and/or other documents reflecting the agreement of the parties herein, and/or may execute Stipulations or Agreements of the parties as their collaborative counsel.

5. For so long as this Stipulation and Order is in effect, no party or attorney named in this Stipulation will present any contested matters to the court for determination by motion or order to show cause, or file any other document requesting intervention by the Court, except as provided in paragraph 16, below, or otherwise specifically permitted herein. The parties and attorneys agree to devote all of their efforts to a negotiated settlement in an efficient, cooperative manner pursuant to the terms of this Stipulation..

6. Both parties agree that they are currently, and will continue to be, bound by the automatic restraining orders received on the back of the Summons form, and that the binding

1 effect of said restraining orders shall not be affected in any manner by the entry of this
2 Stipulation and Order.

3 EXPERT CONSULTANTS

4 7. Except upon the mutual written agreement of the parties to the contrary, any
5 person or Finn retained by either party or attorney or jointly, or whose work product is used by
6 either party or attorney or jointly, during the term of this Stipulation and Order, is forever
7 disqualified from appearing as an expert witness for either party, a child or the court, to testify as
8 to any matter related to such person's or firm's work product. All notes, work papers,
9 summaries and reports shall be inadmissible as evidence in any proceeding involving the parties
10 unless the parties agree otherwise, but shall be furnished to successor counsel. and shall be
11 available for non-evidentiary use in litigated proceedings. Such persons or firms include, but are
12 not limited to, accountants, attorneys, therapists, co-parenting counselors, parenting experts,
13 personal or real property valuation experts, vocational consultants, private investigators, doctors
14 or any other persons retained or employed in the Collaborative Law process. Notwithstanding
15 the above, any such persons or firms may appear to give testimony solely as a percipient witness
16 in a capacity which existed prior to the execution of this Stipulation.

17 DISCLOSURE AND DISCOVERY

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

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

1 **ATTORNEY FEES**

2 10. The Court may award attorney fees under any applicable Family or Code of Civil
3 Procedure section, or any other statute the Court deems appropriate, in the event any party or any
4 attorney has (i) used the Collaborative Law Process in had faith for the purpose of unilateral
5 delay, or (ii) engaged in any concealment, misrepresentation or perpetuation of the same in any
6 way that materially and adversely affects the rights of the other party.

7 **STATEMENTS OF PARTIES AND ATTORNEYS**

8 11. Other than statements and information contained in the parties' Preliminary and
9 Final Declarations of Disclosure and responses made under penalty of perjury to discovery
10 requests under Paragraph 9 above, all written and oral communications and work product
11 communicated between or by any party, attorney, witness, or any other person or firm retained
12 by either party during the term of this Stipulation and Order shall be deemed inadmissible for
13 any purpose in any subsequent proceedings pursuant to Evidence Code section 1152, except with
14 regard to attorney fees and costs pursuant to Paragraph 10. Except as specified in Paragraph 12
15 below, the attorney-client privilege described at Evidence Code section 950 et seq. will apply to
16 confidential communications between each party and his or her attorney as defined in Evidence
17 Code section 952.

18 12. Notwithstanding Paragraph 11 above, the following are neither inadmissible
19 under Evidence Code section 1152 nor within the attorney-client privilege;

20 a. Statements by any party which indicate an intent to endanger the health or
21 safety of the other party, or of the children of either party;

22 b. Statements by any party which indicate an intent to conceal or change the
23 residence of a child of either party without notice to the other party;

24 c. Statements by any party which indicate an intent to commit irreparable
25 economic damage to joint property or property of either party.

26 **PLEASE NOTE THAT THE PARTIES ARE GIVING UP THEIR RIGHT TO**
27 **CONFIDENTIALITY WITH THEIR ATTORNEYS REGARDING ANY OF THE**
28 **ABOVE STATEMENTS.**

TERMINATION OF COLLABORATIVE PROCESS

7 13. Either party may unilaterally and without cause terminate this Stipulation and
3 Order by giving written notice of such election to all other parties ("Termination Election"
4 hereinafter), and by filing a Termination Election with a proof of service of a copy of such
5 Termination Election to all other parties in the proceeding. Such a Termination Election shall
6 also be deemed to have occurred upon either party seeking court intervention as described in
7 Paragraph 5 herein.

8 14. Either attorney may withdraw from this matter unilaterally by giving fifteen (15)
9 days' written notice of such election to the parties and other attorney and by filing a Notice of
10 Attorney Withdrawal with a proof of service of a copy of such Notice to all other parties in the
11 proceeding. The Notice of Attorney Withdrawal does not terminate the Collaborative Law
12 process. The party losing his or her attorney may continue in the Collaborative Law process by
13 retaining a new collaborative attorney who will agree in writing to be bound by this Stipulation
14 and Order and the above-referenced Guidelines and Principles.

15 15. Neither party may serve any Request to Enter Default or At-Issue Memorandum
16 until the expiration of fifteen (15) days after service of a Termination Election under Paragraph
17 13, or a Notice of Attorney Withdrawal under Paragraph 14. Except as provided in Paragraph 16
18 below, no hearing or any Notice of Motion or Order to Show Cause may be scheduled to occur
19 prior to the expiration of forty-five (45) days after service of a Termination Election.

20 16. Notwithstanding Paragraph 15 above, either party may file an ex parte request for
21 temporary custody, temporary restraining orders, or an Order Shortening Time supported by a
22 Declaration describing imminent action by any party which involves (i) a violation of any
23 automatic restraining orders set forth in the Summons, (ii) a threat to the safety or welfare of any
24 party or the children of the parties, or (iii) imminent danger of irreparable economic damage to
25 the property of either party. In such case, the other party shall be given five (5) business days
26 notice of any hearing or other action unless the Court deems, for good cause, that a shorter notice
27 period, or no notice at all, is appropriate. Any filing under this Paragraph shall be deemed a
28 Termination Election under this Stipulation and Order.

1 17. Upon termination of the collaborative process or withdrawal of any counsel, each
2 attorney will promptly cooperate to facilitate the transfer of the client's matter to successor
3 counsel.

4 18. The parties do not waive their right to seek the assistance of the Superior Court
5 named above; however, any resort to litigation results in the automatic termination of the
6 Collaborative Law process on the date any application to the Superior Court for its orders is
7 signed or otherwise made.

8 **NOTICE**

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

11 (a) by personal delivery:

12 (b) by facsimile to the below numbers pursuant to California Code of Civil Procedure
13 section 1013(c); or

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

16
17 Service by method (a) or (b) is effective immediately. Service by method (c) is effective
18 five days after deposit.

19 20. The addresses and fax numbers for service are as follows:

20 Petitioner:

21 Attorney:

Fax:

22 Respondent:

23 Attorney:

24 Fax:

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

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

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

Dated:

Dated:

Petitioner

Respondent

Collaborative Attorney for Petitioner

Collaborative Attorney for Respondent

ORDER

Upon the stipulation of the parties and counsel 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 OF THE SUPERIOR COURT

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE PRACTICE

PROCESS, GOALS AND COMMITMENT

- Collaborative Practice (sometimes referred to as Collaborative Law or as the Collaborative process) is a cooperative, voluntary conflict resolution process for parties going through a separation, dissolution or other family law matter.
- Our goal is to maximize settlement options to the benefit of all parties and to minimize the negative financial, social and emotional consequences of extended painful litigation to the family.
- This conflict resolution process relies on an atmosphere of honesty, cooperation, integrity and trust in an attempt to create a personalized family solution.
- We commit ourselves to the collaborative process and agree to seek a better way to resolve our differences justly and equitably.

REQUIREMENTS TO AVOID COURT INTERVENTION

- **By** electing to treat our Family Law case as a Collaborative Practice matter, we are committing ourselves to settling our case without court intervention.
- We agree to give complete, full, honest and prompt disclosure of all information, whether requested or not.
- We agree to engage in informal discussions and conferences to settle all issues.
- All attorneys, financial advisors, mental health professionals and other consultants will be directed to work in a cooperative effort to resolve issues without resort to litigation or any external decision making process.

CAUTIONS

- In electing the Collaborative Practice process, we understand there is no guarantee of success.
- We further understand we cannot eliminate concerns about the lack of harmony, the mistrust and the differences which may have led to the current conflict. While we all want **to** reach a cooperative and open solution, success will ultimately depend upon our own commitment to making the process work.
- We should not lapse into a false sense of security that the process will protect

Principles and Guidelines For The Collaborative Process

each of us. We must actively participate by asserting our individual interests, and our attorneys will help each of us do so. But we also understand that open and cooperative agreement-making insures the greatest likelihood of maximizing the possible outcome to each party.

DUTY TO PARTICIPATE WITH INTEGRITY

- Each participant shall uphold a high standard of integrity, and shall not take advantage of inconsistencies, miscalculations or inadvertent mistakes of others; rather, we shall actively disclose them and seek to have them corrected.
- Each of us may continue to act in our own best interest, and not in the other participant's interest, in areas outside our dispute, such as in changing estate plans.
- As participants in the Collaborative Practice process, our intention is to protect the privacy, respect and dignity of all involved, including parties, attorneys and consultants.

DUTY TO NEGOTIATE IN GOOD FAITH

- We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiations.
- We will be expected to take a reasoned position in all disputes. Where our positions differ, each of us will use our best efforts to create proposals that meet our fundamental needs and will be encouraged to compromise when necessary to reach a settlement of all issues.
- Although we may discuss the likely outcome of a litigated result, we will not use threats of litigation as a way of forcing settlement.

INITIAL TASKS

- We recognize that among the initial tasks to be accomplished are establishing temporary financial arrangements, including payments on debts and support; temporary use of property; and an agreement for payment of fees for both attorneys. We agree to make funds available for these purposes.

CHILDREN'S ISSUES

- We are committed to sharing the enjoyment of and responsibility for our children. We shall make every effort to focus on the children's needs.

Principles and Guidelines For The Collaborative Process

- We agree to act quickly to resolve differences related to the children. We will promote a caring, loving and involved relationship between the children and both parents.
- We agree to insulate our children from involvement in our disputes.

COLLABORATIVE TEAM, EXPERTS AND CONSULTANTS

- We understand that Collaborative Practice often utilizes a team approach, engaging coaches, child specialists, financial professionals and other trained collaborative professionals to assist the parties and the attorneys in reaching creative informed solutions. All decisions regarding employment of additional team members will be made jointly by the parties, in consultation with their **collaborative** counsel. Team members meet and confer with one another and with the collaborative attorneys, as needed to serve the interests of the parties
- In addition, experts or consultants are sometimes engaged to provide information or analysis beyond the expertise of the parties, legal counsel or other team members; for example, business or real estate appraisers, actuaries, and the like. Any collaborative expert or consultant will be retained jointly unless otherwise agreed. Selection of a joint expert shall not obligate the parties to accept the report or opinion of that expert.
- Should a party retain additional experts, that expert shall be directed to follow the spirit, and direction of these PRINCIPLES AND GUIDELINES and to work in a cooperative effort to resolve issues. Experts and consultants may be requested to collaborate with one another, meet and confer, and render written statements or opinions on the issues in dispute.

ATTORNEYS' ROLE; ATTORNEY FEES AND COSTS

- We understand that while our attorneys are each committed to the collaborative law process, each attorney is employed by and represents his or her own client. Each attorney will advise and assist his/her client in gathering and understanding documents and information relevant to the issues in our case, and will fully inform the client of the law applicable to those issues. Our respective attorneys shall help each of us prepare for all collaborative meetings. We understand that our attorneys each have a duty to maintain client confidentiality when requested to do so.
- The attorneys' shall cooperate with one another to provide an organized framework that will make **it** easier for the parties to reach an agreement on each issue. The attorneys will help the parties communicate with each other, identify issues, suggest options, and analyze **the** feasibility of proposed solutions. The

Principles and Guidelines For The Collaborative Process

attorneys and the parties shall work together to reach a solution that serves the needs of both parties.

- The attorneys shall prepare and file all pleadings with the court.
- The collaborative process requires parity of payments to each attorney. The parties shall make funds available for this purpose.
- Each attorney is independent from other attorneys in the collaborative group and has been retained by only one party in the collaborative process.

ABUSE OF THE COLLABORATIVE PROCESS

- We understand that collaborative counsel will withdraw from a case as soon as possible upon learning that his or her client has deliberately withheld or misrepresented information, or otherwise acted so as to undermine or take unfair advantage of the Collaborative process. Some examples of such violations are: the secret disposition of property (whether community, quasi community or separate property); willful failure to disclose the existence or the true nature of assets and/or obligations; failure to participate in the spirit of the collaborative process; ongoing emotional or physical abuse of the minor children; or withholding a secret plan or intention to flee the jurisdiction of the court with the children.
- We understand that a collaborative attorney is *permitted to disclose* any of the following statements made to the attorney, which in the absence of this collaborative agreement, would be protected by the attorney-client privilege:
 - a. Statements that indicate an intent to endanger the health or safety of the other party or of the children;
 - h. Statements which indicate an intent to conceal or change the residence of a child of either of us without notice to the other;
 - c. Statements which indicate an intent to commit irreparable economic damage to joint property or property of either of us.

DISQUALIFICATION BY COURT INTERVENTION

- We understand that our attorneys' engagement is limited to the Collaborative process and that neither attorney can represent either party in court in a contested proceeding against the other spouse, nor be named as the attorney on any document filed with the Court after execution of this agreement, other than the "Stipulation and Order Re Collaborative Law". the initiating pleadings (summons, Petition, etc.) or a neutral stipulation or agreement of the parties.

Principles and Guidelines For The Collaborative Process

- In the event a party or attorney deems it necessary or unavoidable that a filing or application to the court be made, other than those permitted in the preceding paragraph, both attorneys will be disqualified to represent either client, and the collaborative process will be terminated. If either attorney is the attorney of record, he or she will immediately execute a Substitution of Attorney.
- On termination of the Collaborative process, all consultants and/or experts will be disqualified from appearing as witnesses for either party and any reports and/or work product of consultants or experts shall not be admissible as evidence unless the parties otherwise agree in writing.

CONFIDENTIALITY

- Unless otherwise agreed, all correspondence, communications, reports and "work product" of the parties, attorneys, and/or other professionals in the collaborative team are confidential and shall not be admissible in evidence in the event the collaborative process is terminated and the matter proceeds to litigation. "Work product" includes memos, spreadsheets, charts, and other forms of analysis or summaries of fact or research of the parties and of any of the professionals.
- Communications to attorneys, mental health professionals and other team members that might be confidential if we were not in the collaborative process will be subject to disclosure within the collaborative team, i.e. between team members, in the discretion of the professionals involved. However, requests by a party to his/her attorney or coach that certain information disclosed by the party be kept confidential will be honored, with the understanding that if a failure to disclose the information would violate the good faith provisions of these principles and guidelines or would violate the disclosure requirements of the California Family Code, the attorney or mental health professional reserves the right to terminate the Collaborative process.

ELECTION TO TERMINATE COLLABORATIVE PROCESS

- If either party or attorney decides that the Collaborative Practice process is no longer appropriate, and elects to terminate the status of the case as a collaborative law matter, he or she agrees to do so immediately with written notice of his or her Termination Election to the court and to the other party and his or her attorney.
- The termination of status as a Collaborative Practice case may also occur automatically in the event a party deems it necessary to proceed to court in an emergency to protect themselves, their children, or the property of either party. This process is outlined in the Stipulation and Order re: Collaborative Law.

SELECTION OF NEW ATTORNEY; ADDITIONAL RETAINER

- Once the status of the case as a Collaborative Practice matter is terminated, both attorneys agree to aid their respective clients in the selection of a new attorney.
- The participants understand that in retaining new attorneys in the event of the termination of the status of the case as a Collaborative Practice matter, each participant will likely incur an additional retainer in an amount comparable to that paid to his or her current attorney

PLEDGE

- Both parties and their attorneys hereby pledge to comply with and to promote the spirit and written word of this document and to execute and incorporate this document into the Stipulation and Order re: Collaborative Law.

Date: _____ Date: _____

, Husband/Partner

, Wife/Partner

Dated: _____ Date: _____

Attorney for Husband/Partner

Attorney for Wife/Partner

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE PRACTICE

I. INTRODUCTION

1.01 The essence of "Collaborative Divorce" is the shared belief of the participants that it is in the best interests of the parties and their family to avoid adversarial legal proceedings and to adopt a conflict resolution process that does not rely on a court-imposed resolution. Collaborative Divorce relies on an atmosphere of honesty, cooperation, integrity, and professionalism geared toward the future well being of the parties and their children.

1.02 One of the major goals in choosing Collaborative Divorce is to minimize, if not eliminate, the negative economic, social, and emotional consequences of the traditional adversarial legal process to the parties and their family. The divorcing parties in signing this document commit themselves to the Collaborative Divorce process and undertake to devote all their efforts to resolving their differences constructively, justly and equitably.

II. NO COURT OR OTHER INTERVENTION

2.01 By electing to treat this matter as a Collaborative Divorce case, the parties and their Collaborative Divorce professionals commit to the purpose of resolving all divorce-related issues without court intervention. The parties agree to give complete, full, honest, and open disclosure of all information having a material bearing on the case, whether requested or not, and to engage in informal discussions and conferences for the purpose of reaching resolution of all issues. All legal, financial, and mental health professionals working as a team in this matter pursuant to this document, as well as any appraisers, evaluators, and other consultants retained by the parties to assist in this Collaborative Divorce, will likewise be directed to work in a cooperative effort to resolve issues constructively, without resort to litigation or any other third-party decision making process.

III. LIMITATIONS OF COLLABORATIVE PRACTICE

3.01 In choosing Collaborative Divorce, we — the divorcing couple — each understand that there is no guarantee of success. We also understand that we cannot eliminate concerns about disharmony, distrust, and irreconcilable differences that have led to the current circumstances. While we all are intent on reaching a cooperative and complete resolution of all issues, we understand that our actual experience in our Collaborative Divorce may fall short of that goal.

3.02 Even though we have chosen Collaborative Divorce, we — the divorcing couple — understand that each of us is still expected to protect his or her respective interests and not to lapse into a false sense of security in the assumptions and expectations each holds about the other, the collaborative lawyers, or the Collaborative Divorce process. Subject to the requirements of applicable law and the good faith commitments of these Principles and Guidelines, each of us may and should continue to act in our own respective best interests, even where those interests may diverge from the other party's interests. These good faith undertakings address how we will conduct ourselves during these negotiations and are not a substitute for attending carefully to our own respective interests and concerns during all phases of the collaborative process.

3.03 Each of us understands that while both of us, both our lawyers, and the other professionals signing this document are all affirming our good faith undertakings about how we will and will not behave during this Collaborative Divorce, this document does not give either of us enforceable legal rights that we did not already have, to hold anyone legally accountable for failing to meet the commitments set out in this document. We both understand that these good faith undertakings set out in this document are not legally enforceable contractual obligations. We also understand that other documents will be signed in the Collaborative Divorce process that are legally enforceable contracts, including the Stipulation and Order for Collaborative Divorce, and the retainer agreements we sign with our lawyers and other Collaborative Divorce professionals, if any.

IV. PARTICIPATION WITH INTEGRITY

401 As participants in the Collaborative Divorce process, all signatories to these Principles and Guidelines will respect the privacy and dignity of all involved, including parties, lawyers, and if applicable, collaborative coaches, financial specialists, child specialists, and any consulting professionals. Further, each of us will uphold a high standard of integrity. The parties and all Collaborative Divorce professionals confirm that they will not take advantage of inconsistencies, misstatements of fact or law, or others' miscalculations, but will disclose them and seek to have them corrected at the earliest opportunity. In the event a Collaborative Divorce professional discovers inconsistencies, misstatements of fact or law, withheld information, or miscalculations by a party or by any other professional, the Collaborative Divorce professional is expected to inform that person of the discovery and remind him or her of the obligations under these Principles and Guidelines to make the required disclosure. In the event a Collaborative Divorce professional discovers that she or he has made a misstatement of law or a miscalculation, he or she is expected to disclose and correct the same. In the event a Collaborative Divorce professional discovers that another Collaborative Divorce professional has made a misstatement of law or a miscalculation, she or he is expected to inform the other Collaborative Divorce professional of the discovery and request disclosure and correction.

V. COLLABORATIVE DIVORCE TEAM AND OTHER PROFESSIONALS

501 We, the parties, understand that each of us must be represented by a Collaborative Lawyer and we understand that we are each expected to retain or at minimum to have a preliminary consultation with a Collaborative Divorce Coach. Where appropriate, we understand that (with the advice of the Collaborative Lawyers) we may be expected to retain a Collaborative Financial Consultant to assist in gathering and evaluating financial information and, if we are parents, and we understand that we may be expected to retain a Child Specialist (with the advice of the Collaborative Divorce Coaches) to give support and a voice to our children during the divorce process. These professional helpers are referred to collectively as the Collaborative Divorce professionals.

5.02 In addressing questions about sharing the enjoyment of and responsibility for our children, we, the parents and all Collaborative Divorce professionals are expected to make every reasonable effort to reach amicable and well-informed solutions that promote the children's best interests. We undertake to act quickly to resolve all differences related to our children in a manner that will promote a caring, loving, and involved relationship between the children and each parent.

5.03 In securing additional professional assistance where needed, we, the parties understand that we are expected ordinarily to retain joint neutral experts and specialist consultants as recommended by the Collaborative Lawyers and/or Collaborative Divorce Coaches. We understand that selection of a joint expert shall not obligate us to accept the report or opinion of that expert. While neither of us and neither Collaborative Lawyer is precluded by these Principles and Guidelines from consulting privately with separate experts or consultants, each such expert or consultant is expected to follow the spirit of these Principles and Guidelines, and when appropriate to collaborate with each other, meet and confer, and, if possible, render joint statements on the matters in question. Each of us undertakes not to retain separate experts or specialist consultants without advising our respective Collaborative Lawyers of our intent to do so, during this Collaborative Divorce process.

VI. CONFIDENTIALITY

601 We understand that unless otherwise agreed, all correspondence, communications, reports and "work product" of the attorneys, and/or other professionals in the collaborative team are confidential and shall not be admissible in evidence in the event the collaborative process is terminated and the matter proceeds to litigation. "Work product" includes memos, spreadsheets, charts, and other forms of analysis or summaries of fact or research of the parties and of any of the professionals.

602 We understand that communications to attorneys, mental health professionals and other team members that might be confidential if we were not in the collaborative process will be subject to disclosure within the collaborative team, i.e. between team members, in the discretion of the professionals involved. We also understand that requests by a party to his/her attorney or coach that certain information disclosed by the party be kept confidential will be honored, with the

the understanding that if a failure to disclose the information would violate the good faith provisions of these principles and guidelines or would violate the disclosure requirements of the California Family Code, the attorney or mental health professional reserves the right to terminate the Collaborative Process

VII. DUTIES OF CLIENTS AND LAWYERS REGARDING NEGOTIATION IN GOOD FAITH

7.01 We, the parties and our Collaborative Divorce professional helpers will sign these Principles and Guidelines, and such other documents as the Collaborative Divorce professionals request, including but not necessarily limited to fee agreements, a Coaching Agreement, and a Stipulation and Order Re: Collaborative Divorce, and we, the parties, and our Collaborative Divorce professionals, undertake to act in accord with the letter and spirit of their terms and provisions. However, these Principles and Guidelines themselves do not give rise to any right of either of us for legal claims against any signatory.

7.02 We, the parties, understand that even with full and honest disclosure, the Collaborative Divorce process will involve vigorous good faith negotiation. Each of us will be expected to take a reasoned and constructive approach on all disagreements and disputed matters in the interests of reaching consensus, for so long as the collaborative process continues, and if such approaches differ, or if negotiations appear stalled, each of us will be encouraged to consider whether modifying his or her approach would be appropriate in order to reach a resolution of all disputed matters. At the same time, we understand that throughout the Collaborative Divorce process each of us has the responsibility for asserting—constructively—our respective needs, interests, goals, and priorities, with the help of our respective Collaborative LawyerS and other Collaborative Divorce professionals.

7.03 While we understand that our Collaborative Lawyers will inform us fully about applicable law and about the litigation process, neither of us and no Collaborative Divorce professional will use threats of going to court, or any other threats, as a way of forcing settlement. Our purpose during the collaborative divorce process is to seek mutually acceptable solutions that meet the reasonable needs of each of us and any children, and not to pressure either of us into accepting terms of agreement that do not serve that purpose.

7.04 We, the parties, understand that although our Collaborative Lawyers undertake to adhere to the letter and spirit of these principles and guidelines, each lawyer represents only his/her own client and has a professional obligation solely to that client. We each have instructed our respective lawyers that they are retained solely to help both of us, the parties, to reach an acceptable agreement resolving all our issues without court proceedings. and we understand that the job of each lawyer is to help his/her respective client to achieve his/her goals and priorities in that manner within the collaborative process, in accord with these principles and guidelines, and to provide appropriate advice and counsel if it appears that our respective goals and interests are not being met within the Collaborative Divorce process. We both affirm our understanding that neither lawyer has a legal duty in this process except to his or her own client. Both parties

understand that the Collaborative Lawyers each represent only one party and not both parties. Both parties understand and acknowledge that neither Collaborative Lawyer owes a legal duty to a party he or she does not represent. We both understand and agree that nothing in these Principles and Guidelines or in any of the documents establishing this as a Collaborative Divorce should be interpreted by either of us, or by any court, to mean that either of us could ever have a claim against the other party's lawyer with respect to any aspect of Collaborative Divorce, including, without limitation: disclosures, negotiations, and/or terms of settlement. Each lawyer's duty is to his/her own client to provide advice and counsel aimed at constructive resolution of all divorce-related issues and to provide appropriate advice and counsel if it appears that our respective goals and interests are not being met within the Collaborative Divorce process.

VIII. ABUSE OF COLLABORATIVE PROCESS

8.01 A Collaborative Lawyer is expected immediately either to withdraw from or terminate a Collaborative Divorce case upon learning that her or his client is knowingly withholding or misrepresenting information having a material bearing on the case or otherwise acting so as to undermine or take unfair advantage of the Collaborative Divorce process. Examples of such behavior include: the secret disposition of marital, quasi-marital, or non-marital property, failure to disclose the existence or the true nature of assets and / or obligations, ongoing emotional or physical abuse by either party, secret preparation to engage in litigation while appearing to participate in a Collaborative Divorce process, or withholding a secret plan or intention to leave the jurisdiction of the court with their children.

8.02 Each of us understands the need to clarify separately, in writing, with his and her respective Collaborative Lawyers whether the lawyer will withdraw from or terminate the Collaborative Divorce process in the event his or her client abuses the process.

8.03 We understand that a collaborative attorney is *permitted to disclose* any of the following statements made to the attorney, which in the absence of this collaborative agreement, would be protected by the attorney-client privilege:

a. Statements that indicate an intent to endanger the health or safety of the other party or of the children;

b. Statements which indicate an intent to conceal or change the residence of a child of either of us without notice to the other;

c. Statements which indicate an intent to commit irreparable economic damage to joint property or property of either of us.

8.04 We, the parties, and all signing Collaborative Divorce professionals, understand that while other remedies may exist, the ultimate sanction against professionals who abuse the Collaborative Divorce process, or condone and / or encourage such abuse by clients, is the diminution of that professional's reputation in the legal community, including the judiciary.

IX DISQUALIFICATION BY COURT INTERVENTION

9.01 We, the parties, understand that the collaborative lawyers' representation is limited to the Collaborative Divorce process. Thus, while each Collaborative Lawyer is a counselor and advocate bound by all professional obligations of a lawyer practicing in this state, we have entered into a binding agreement that neither lawyer can ever represent a collaborative client in court in proceedings against the divorcing spouse, nor be named or remain as lawyer of record on any document filed with the court.

9.02 We understand that none of our Collaborative Divorce professionals, including the Collaborative Lawyers, Collaborative Divorce Coaches, Collaborative Financial Consultant, and Child Specialist, and none of the other jointly retained experts and specialist consultants participating in our Collaborative Divorce, may ever assist either of us in court proceedings against the other, nor give evidence in such a matter. We understand that we will be expected to sign a separate agreement with each Collaborative Divorce professional that is legally enforceable as to this prohibition against calling any such person as a witness in court.

9.03 In the event one of us ever files adversary documents with the court, we the parties understand that all Collaborative Divorce professionals will be disqualified from further representing or assisting their respective clients, including, but not limited to, submitting any declarations regarding the Collaborative Divorce process, and the Collaborative Divorce process will automatically terminate. We understand that this means actions by one of us can cause both collaborative lawyers to be disqualified from further participation. Upon termination of the Collaborative Divorce process, all Collaborative Professionals will be disqualified as witnesses and their work product and the work of all other jointly retained experts and consultants will be inadmissible as evidence in any adversarial court proceeding.

X. WITHDRAWAL OF LAWYER

10.01 If a Collaborative Lawyer deems it appropriate to withdraw from the case for any reason, he or she agrees to do so by a written Notice of Withdrawal to the parties, their coaches and lawyers, and the financial and child specialists, as well as any other participants and, if a Stipulation and Order has been filed, to the court. This may be done without terminating the status of the case as a Collaborative Divorce case.

10.02 The party losing her or his collaborative lawyer by virtue of withdrawal may continue in the Collaborative Divorce process by retaining a new collaborative lawyer who will agree in writing to be bound by these Principles and Guidelines and by the separate collaborative stipulation and order or participation agreement that we have signed.

XI. ELECTION TO TERMINATE COLLABORATIVE PROCESS

11.01 If either of us, the parties, decides that the Collaborative Divorce process is no longer appropriate and elects to terminate the status of the matter as a Collaborative Divorce case, she or he agrees to do so by sending a written Termination Notice to all other parties, Collaborative

Professionals, and other participants and, if a Stipulation and Order has been filed, to the court. Similarly, if a Collaborative Lawyer deems it necessary to terminate the Collaborative Divorce process, he or she will send a written Termination Notice to the recipients noted in the preceding sentence.

11.02 We, the parties, understand that termination of the Collaborative Divorce proceeding will occur automatically in the event either of us initiates an adversarial court proceeding against the other.

XII. PROFESSIONAL FEES AND COSTS IN COLLABORATIVE DIVORCE

12.01 We, the parties, understand that all Collaborative Divorce professionals are independent of one another and have no financial connections, fee-setting, fee-sharing, or referral fee arrangements with one another. We also understand that each Collaborative Divorce professional must be paid separately for his and her services in this Collaborative Divorce pursuant to the terms set out in separate fee agreements we each will sign with each professional helper. Those financial terms are worked out separately with each professional and the fee arrangements with our respective lawyers and coaches may or may not be the same for each of us, the parties.

12.02 We, the parties, understand that imbalance in payment to our respective coaches or lawyers can adversely affect one party's access to advice and counsel as compared to the other party. For that reason we both undertake to keep payment of all coaches' and lawyers' fees current. The Child Specialist and Collaborative Financial Consultant and other jointly retained neutral expert consultants will also be paid in a timely manner. Any disagreements between us about ultimate responsibility for payment of such fees will be resolved as and when other financial issues are resolved. Each of us understands that no Collaborative Divorce professional can continue to provide services without being paid.

12.03 We, the parties, understand that the Collaborative Divorce professionals will confer with one another from time to time by telephone, in person, and via email, in service of ensuring full and complete disclosure of material information and in service of ensuring an effective Collaborative Divorce process. Each professional will bill for time spent in such communications as set out in his and her separate fee agreements.

XIII. SELECTION OF NEW LAWYER; ADDITIONAL FEES

13.01 We, the parties, understand that if our Collaborative Divorce matter terminates short of full resolution, the Collaborative Lawyers will assist their respective clients in the selection of new lawyers.

13.02 We, the parties, understand that if it should be necessary to retain new lawyers in the event of the termination of the Collaborative Divorce matter prior to full resolution, we each will

incur further professionals' fees—including but not necessarily limited to lawyers' fees-- that may equal or exceed those paid during the Collaborative Divorce process. We understand **that there** is no guarantee of complete resolution of all our issues in the Collaborative Divorce process. We are aware that if our financial resources are scarce we may have difficulty retaining litigation counsel should the Collaborative Divorce process terminate short of full resolution.

IV. PLEDGE

14.01 All parties, lawyers, coaches, financial consultants, child specialists, and other expert professional consultants who have signed below hereby affirm their understanding of and agreement with the letter and spirit of this document and affirm their intention to proceed in a manner consistent with it.

Parties:

Dated: _____ husband _____

Dated: _____ **Collaborative Divorce Professionals:** _____
Wife

Collaborative Attorney for Husband

Collaborative Attorney for Wife

Collaborative Divorce Coach for Wife

Collaborative Divorce Coach for Husband

Collaborative Financial Consultant

Child Specialist

Other Expert Professional Consultants:

Real Estate or Other Appraiser

Actuary

Vocational Consultant

Certified Public Accountant

Other

Other