

GUIDELINES AND PRINCIPLES GOVERNING THE COLLABORATIVE LAW PROCESS

I. INTRODUCTION

- 1.01** The essence of "Collaborative Law" is the shared belief of the participants that it is in the best interest of parties and their families in ordinary Family Law matters to commit themselves to resolving their differences with minimal conflict and no litigation. We who participate in Collaborative Law seek to adopt a conflict resolution process that does not rely on a Court imposed resolution. The process does rely, however, on an atmosphere of honesty, integrity and professionalism geared toward the well being of the parties and their children.
- 1.02** One of our major goals in adopting the Collaborative Law process is to maximize the settlement options to the benefit of all parties and minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the participants and their families. We commit ourselves to the Collaborative Law process and agree to resolve our differences justly and equitably.

II. NO COURT OR OTHER INTERVENTION

- 2.01** By electing to treat this Family Law case as a Collaborative Law Matter, we, as parties and attorneys are committing ourselves to settling the case without court intervention. The parties agree to give complete, full, honest and open disclosure of all relevant information, whether requested or not, and to engage in informal discussions and conferences for the purpose of reaching a settlement of all issues.

III. LIMITATIONS OF COLLABORATIVE LAW PROCESS

- 3.01** In electing to participate in the Collaborative Law process, we understand there is no guarantee of success. We further understand we cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict. While we are intent on striving to reach a cooperative and open solution, success will ultimately depend on our own commitment to making the process work.
- 3.02** It is consistent with the Collaborative Law process that the parties act in their own best interests. Cooperation does not mean that a party must put the interests of the other party ahead of self-interests (except where it is strategically advantageous to do so). It is also true that open and cooperative agreement-making increases the likelihood of maximizing the beneficial outcome for each party. The parties may continue to act in their own best interests in areas which are outside the dispute, such as in changing estate plans and future financial and other activities.

IV. PARTICIPATION WITH INTEGRITY

- 4.01** As participants in the Collaborative Law process, we are concerned about protecting the privacy, respect and dignity of all involved, including the parties, attorneys and consultants. Each participant shall uphold a high standard of integrity, and specifically shall not take advantage of inconsistencies or miscalculations of other participants, but shall disclose them and seek to have them corrected.

V. EXPERTS AND CONSULTANTS

- 5.01** In selecting outside help, the parties are encouraged to retain joint experts or consultants for the express purpose of minimizing expenses of the process. Selection of a joint expert or consultant shall not obligate the parties to accept the report or opinion of that expert. Each party may retain separate or additional experts as desired in developing information relevant to reaching agreement. In the event a party retains a separate expert, any such expert or consultant shall be directed to follow the spirit and direction of these Principles and Guidelines. If desirable, the parties may request the experts and consultants to collaborate with one another, meet and confer, and where appropriate, render joint statements or opinions on the issues in dispute.

VI. CHILDREN'S ISSUES

- 6.01** In resolving issues about sharing the enjoyment of and responsibility for any minor children of the parties, the parties, attorneys and therapists shall make every reasonable effort to reach amicable solutions that promote the best interests of the children. The parties agree to act quickly to mediate and resolve all differences related to the children in a manner that will promote a caring, loving and involved relationship between the children and each parent.
- 6.02** The separation of their parents is distressing for children. To minimize this discomfort, they agree to protect their children from direct involvement in their disputes. They also agree to maintain attitudes of respect and cooperation towards each other. Consistently demonstrating these positive attitudes will help to foster the children's perception of each party as a worthy, caring parent.

VII. NEGOTIATION IN GOOD FAITH

- 7.01** The parties understand that the process, even with full and honest disclosure, will involve vigorous good-faith negotiation. Each party will be expected to take reasoned positions in all disputes and, where such positions differ, each party will be encouraged to compromise where necessary to reach a settlement of all issues. Although all parties should be informed by their attorneys and consultants about the litigation process and the result it might attain, neither party or attorney should use threats of going to court as a way of forcing settlement.

VIII. ABUSE OF COLLABORATIVE PROCESS

- 8.01** Collaborative counsel are encouraged to withdraw from a case as soon as possible if they learn that their client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law process. Such actions may include, but are not limited to, the secret disposition of community, quasi-community or separate property in violation of the Automatic Restraining Orders, failure to disclose the existence or the true nature of assets and obligations, ongoing emotional or physical abuse of the minor children of the parties, intention to flee the jurisdiction of the court with the children contrary to an agreement or existing court order, withholding the minor children from the other parent, or interfering with the parenting plan to the detriment of the collaborative process.

IX. DISQUALIFICATION BY COURT INTERVENTION

- 9.01** The parties understand that their respective attorney's representation is limited to the Collaborative Law process and that neither of their attorneys can ever represent them in court in a proceeding against the other spouse.
- 9.02** In the event a court filing is unavoidable, the attorneys for both parties will be disqualified from representing either client.
- 9.03** On termination of the Collaborative Law 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 otherwise agreed to in writing.

X. WITHDRAWAL OF ATTORNEY

- 10.01** If the attorney for either party deems it appropriate to withdraw from the case for any reason, the attorney agrees to do so immediately by a written Notice of Withdrawal to the court and to the other party and his or her attorney. This may be done without terminating the status of the case as a Collaborative Law case.
- 10.02** The party whose attorney has withdrawn may continue in the Collaborative Law process without an attorney or may retain a new attorney provided that the new attorney agrees in writing to be bound by the Stipulation and Order re: Collaborative Law and these Principles and Guidelines.

XI. ELECTION TO TERMINATE COLLABORATIVE PROCESS

- 11.01** If either party or attorney decides that the Collaborative Law 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.
- 11.02** The termination of status as a Collaborative Law 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.

XII. SELECTION OF NEW ATTORNEYS

- 12.01** Once the status of the case as a Collaborative Law matter is terminated, the parties' attorneys agree to aid their respective clients in the selection of a new attorney.
- 12.02** The parties understand that in retaining new attorneys in the event of the termination of the status of the case as a Collaborative Law matter, each party likely will incur an additional retainer in an amount comparable to that paid to the counsel representing him or her in the Collaborative Law process.

XIII. PLEDGE

- 13.01** 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 the Stipulation and Order re: Collaborative Law.

Dated: Dated:

Petitioner Respondent

Attorney for Petitioner Attorney for Respondent