

STIPULATION AND ORDER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

In re the Marriage of:) NO.

)

Petitioner:)

) **STIPULATION AND ORDER**

and) **RE: COLLABORATIVE LAW**

)

Respondent:)

_____)

Petitioner, [NAME], and Respondent, [NAME], and their respective attorneys each agree and stipulate as set forth below, and further agree and stipulate that orders shall be entered as follows which shall remain in effect unless and until modified by written agreement signed by both parties and their attorneys or further court order, whichever occurs first. This stipulation is intended to be a binding court order upon being signed by the parties. It shall thereafter be filed with the court in the parties' action for Marital Dissolution.

LIMITATION ON ATTORNEY REPRESENTATION

- 1. [NAME OF PETITIONER'S ATTORNEY] has been retained by Petitioner to represent and advise Petitioner during the course of the collaborative process and [NAME OF RESPONDENT'S ATTORNEY] has been retained by Respondent to represent and advise Respondent during the course of the collaborative process. Each attorney named above agrees to be bound by the terms and provisions of this Stipulation and Order.

The parties and attorneys understand that while it is necessary for attorneys' to "appear" in order to process stipulations and agreements, this agreement completely prohibits these attorneys from advocating in court. Each attorney named above, and any attorney in association with such attorney, is forever disqualified from appearing in any contested court proceedings as attorney of record for either party named above in this proceeding, or in any other contested family law matter, involving [NAME OF PETITIONER] and [NAME OF RESPONDENT]. This disqualification shall survive the term of this Stipulation and Order. An attorney shall be deemed "in association" if, at any time during the pendency of these proceedings or future family law proceedings between these parties, such attorney is the employer or employee of, or co-employee with, or shares a relationship of independent contractor status with any attorney named above.

COLLABORATIVE LAW MATTER

- 2. Both parties and attorneys agree to treat this matter as a Collaborative Law case. Each party and each attorney acknowledges that he or she has read and understands the document entitled *Principles and Guidelines for the Practice of*

Collaborative Law, and agrees to act in good faith to comply with the recommendations set forth in that document.

3. For so long as this Stipulation and Order is in effect, the parties and attorneys agree to devote all of their efforts in reaching a negotiated settlement in an efficient, cooperative manner pursuant to the terms of this Stipulation, and agree that neither party nor attorney named in this Stipulation will file any document requesting intervention by the court including, but not limited to, a Request to Enter Default, Notice of Motion, Order to Show Cause or At-Issue Memorandum, except as otherwise specifically permitted under paragraph 12 below:
4. Both parties agree that commencing immediately:
 - Each is restrained from removing their minor child(ren) from the state of California without the prior consent of the other or order of court;
 - Each is restrained from borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage including life, health, automobile, and/or disability held for the benefit of the parties or their minor child or children;
 - Each is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party, or an order of court, except in the usual course of business or for the necessities of life.
 - Each party will notify the other of any proposed extraordinary expenditures at least five (5) business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, nothing in this Stipulation and Order precludes either party from using community property to pay reasonable attorney's fees in order to retain and maintain legal counsel in the action.
 - Neither party will incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or the necessities of life.

JUDICIAL ASSIGNMENT

5. This matter is assigned to Department , which Department is the same Family Law department in the above-referenced County as would normally be assigned in non-collaborative cases.
6. The parties will file a jointly signed pleading every six months reporting the case status.

EXPERT WITNESS

7. Except upon the mutual written agreement of the parties to the contrary, any person or firm retained by, or whose work product is used by, either party or attorney during the term of this Stipulation and Order, is forever disqualified from appearing as an expert witness for either party testifying as to any matter related to such person's or firm's work product in the Collaborative Law process. All notes, work papers, summaries and reports shall be inadmissible as evidence in any proceeding involving these parties unless the parties agree otherwise in writing; however, said notes, summaries and reports shall be furnished to any

successor counsel. Such persons or firms include, but are not limited to, accountants, attorneys, doctors, mediators, mental health professionals, personal or real property valuation experts, private investigators, vocational consultants, or any other persons retained or employed in the Collaborative Law process.

Notwithstanding the above, any such persons or firms may appear to give testimony in this action solely as a percipient witness in a capacity which existed prior to the filing of the petition in this matter.

DISCLOSURE AND DISCOVERY

8. Each party shall timely serve his or her Preliminary and Final Disclosure Declarations as provided under the California Family Code and shall provide each other with any written authorizations requested which may be required in order to obtain information or documentation, or to prepare Qualified 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 a Collaborative Law case.
9. All discovery requests shall be made informally. No motion to compel or Motion for sanctions is available for any discovery requests made during the term of this Stipulation and Order. Responses to any discovery requests should be made within the time limits prescribed by any applicable statute or Local Court Rule. Even though made by informal request, all responses to discovery requests shall be made under penalty of perjury or verified by the party responding.

CUSTODY MEDIATION

10. In the event the parties agree to refer any issues to Family Court Services or to a private mediator during the term of this Stipulation and Order, no action beyond mediation shall occur, except as expressly agreed upon in writing by the parties, nor shall any time limits or procedural requirements stated in any Local Court Rule apply to this matter. The parties shall specify whether the mediation is confidential or non-confidential, whether the mediator shall write a report, and whether a recommendation will be made. In addition, the parties shall specify whether any statutory provisions regarding custody mediation shall apply. The parties also shall specify, prior to mediation, if the custody mediation falls within the definition of persons as stated in Paragraph 6 regarding expert witnesses.

SANCTIONS

11. The court may impose sanctions under any applicable California Code Section in the event any party or any attorney (i) has used the Collaborative Law process in bad faith for the purpose of unilateral delay or (ii) has engaged in any concealment, misrepresentation, or perpetuation of the same in any way that materially and adversely affects the rights of the other party.

STATEMENTS OF PARTIES AND ATTORNEYS

12. The parties shall be deemed to have waived any privilege as to the following information:
- a. Preliminary and Final Disclosure Declarations;
 - b. Responses to discovery requests under Paragraph 7 above; and
 - c. All written and oral communications or work product communicated by or between any party, attorney, witness or other person or firm retained by either party during the term of this Stipulation and Order.

Communications between a client and his or her attorney shall remain privileged. Notwithstanding the above, the following statements ARE NOT privileged, and may be disclosed: statements by any party which indicate an intent or disposition to endanger the health or safety of the other party, or of the children of either party, or to commit irreparable economic damage to the property of either party.

TERMINATION OF COLLABORATIVE STATUS

13. Any party may unilaterally and without cause terminate this Stipulation and Order by giving written notice of such election (hereafter "Termination Election") to all other parties 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.
14. Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days' written notice of such election to other parties and attorneys. Notice of Withdrawal does not terminate the Collaborative Law process; the party whose attorney has withdrawn may continue in the Collaborative Law process without any attorney, or may retain a new attorney provided that the new attorney agrees in writing to be bound by this Stipulation and Order and the above-referenced Guidelines and Principles.
15. Upon termination of the Collaborative Law process by a party or withdrawal of any counsel, the attorney who represents the terminating party or who is withdrawing will promptly cooperate to facilitate the transfer of the client's matter to successor counsel.
16. The parties do not waive their right to seek the assistance of the Superior Court named above; however, any unilateral initiation of litigation by a party shall result in the automatic termination of the Collaborative Law process, on the date any application to the Superior Court for its orders or notice of intent to appeal is signed or otherwise made.

NOTICE

17. Any notice or document required to be served hereunder may be personally served, or shall be deemed served five (5) days after deposit in the United States Mail, first-class postage prepaid, addressed to the parties and their counsel at the following addresses:

PETITIONER:

ATTORNEY FOR PETITIONER:

RESPONDENT:

ATTORNEY FOR RESPONDENT:

18. A party or attorney may change his or her address, for purpose of service, by giving written notice of such change to all other parties and counsel named above.

DATED: _____ **DATED:** _____

PETITIONER RESPONDENT

ATTORNEY FOR PETITIONER ATTORNEY FOR RESPONDENT

ORDER

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

DATED:

JUDGE OF THE SUPERIOR COURT