

NORTH CAROLINA COLLABORATIVE FAMILY-LAW AGREEMENT

(Wife) and her attorney and (Husband) and his attorney have chosen to use the principles of Collaborative Law to settle the issues arising from the dissolution of their marriage. The primary goal of Collaborative Law is to settle in a nonadversarial manner the issues of the parties' separation and dissolution of their marriage. The parties have retained Collaborative lawyers to assist them in reaching this goal. Whenever the pronoun "we" is used in this agreement, it is implied that our attorneys agree and will actively participate to achieve the desired result.

1. **PURPOSE AND GOALS** We acknowledge that the essence of "Collaborative Law" is the shared belief by participants that it is in the best interests of parties and their families in typical Family Law matters to commit themselves to avoiding litigation. We therefore adopt this conflict resolution process, which does not rely on a Court-imposed resolution, but relies on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future well-being of the family. Our goal is to 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 seek a better way to resolve our differences justly and equitably. Specifically, we agree as follows:

- A. **No Court Intervention**: We commit ourselves to settling our case without court intervention.
- B. **Full Disclosure**: We agree to give full, honest and open disclosure of all information, whether requested or not. The parties and their lawyers agree to deal with each other in good faith to promptly provide all necessary and reasonable information requested. No formal discovery procedure will be used unless specifically agreed to in advance by the parties.
- C. **Documents**: A List of Documents proposed to be shared among the parties and counsel is attached to this Agreement as Exhibit A. Additionally, all correspondence, and a memo of telephone or personal contacts, between an attorney and a neutral expert retained by the parties

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shall be shared with the other counsel and client.

i. Requirement of Good Faith. We acknowledge that by using informal discovery, we are giving up certain investigative procedures and methods that would be available to us in the litigation process. We give up these measures with the specific understanding that both of us shall make full and fair disclosure of all assets, income, debts and other information necessary for a fair settlement. Participation in the Collaborative Law process, and the settlement reached, is based upon the assumption that both of us will and have acted in good faith and have provided complete and accurate information to the best of our ability.

(1) Sworn Statement. We shall sign a sworn statement making full and fair disclosure of their income, assets and debts.

D. Communication: We agree to engage in informal discussions and conferences to settle all issues. We intend to communicate effectively with each other to efficiently and economically settle the dissolution of our marriage.

i. Tone of Communications. Written and verbal communications will be respectful and constructive and we will not make accusations or claims not based in fact.

ii. Focus of Communications. Communications during settlement meetings will be focused on the economic and parenting issues.

iii. Interruptions. We will not interrupt each other or the attorneys during settlement discussions.

iv. Acknowledgment and Respect. We will respectfully

acknowledge and make every effort to understand the other party's point of view, even if we do not agree with it.

v. Past Events. We understand that the costs for settlement meetings are substantial and require everyone's cooperation to make the best possible use of available resources. To achieve this goal, we agree not to engage in unnecessary discussions of past events.

vi. No Pressure Outside Collaborative Process. To maintain an objective and constructive process, we agree not to pressure each other to discuss settlement of their dissolution issues outside the settlement-conference setting. Discussions outside of the conference setting must be agreed to by us. Neither of us will attempt to discuss settlement at unannounced times by telephone calls or appearances at the other party's residence.

vii. Directions to Consultants. We agree to direct all attorneys, accountants, therapists, appraisers and other consultants retained by us to work in a cooperative effort to resolve issues without resort to litigation or any other external decision-making process except as agreed upon.

2. **SCOPE OF AGREEMENT:** We may at any time by subsequent agreement decide to expand or narrow the scope of this Collaborative Law Process. At present, however, we agree that the issues to be determined are summarized on the Collaborative Family-Law Checklist attached to this Agreement as Exhibit B.

3. **CHILDREN'S ISSUES:** The parties recognize that children frequently suffer greatly during the process of divorce, and commit to minimizing the trauma to and disruption of

their children's lives. To that end, the parties agree as follows:

- A. Settlement Issues Will Not Be Discussed in the Presence of the Parties' Children. The parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their children. Communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement or with the advice of a child specialist. The parties specifically agree that their children will not be included in any discussion regarding the dissolution except as described in this Agreement.
- B. The Children Will Not Be Interrogated. Neither party will interrogate a child as to the activities of the other parent or the events in the home of the other parent.
- C. The Children Will Not Be Asked to Choose Between or Blame Either Parent. The parties acknowledge that children should not be forced to choose between their parents, and should be permitted access to and affection for both parents. The parties acknowledge that the children need both parents in their lives, and that they are hurt when one party criticizes or blames the other parent.
- D. Access to the Children Will Not Be Withheld. Absent a serious danger of physical or sexual abuse, neither parent will attempt to impede access to the children by the other parent. The parties by entering into this Agreement recognize that neither parent poses a threat to the children, and that the Collaborative Law process is inappropriate for cases involving physical or sexual abuse of a child. The children shall have reasonable telephone access to the parties, and the parties shall have reasonable telephone access to the children. Each party shall promptly inform the other of any serious accident, illness, or other mishap that may involve the children. Each party shall have equal access to records regarding the children's education,

health, activities and general welfare. Access to the children shall be permitted and supported to the children's extended family, such as grandparents, uncles, aunts, cousins and other relatives.

- E. Issue Resolution. In resolving issues about sharing the enjoyment of and responsibility for our children, the parties, attorneys and therapists shall make every effort to reach amicable solutions that promote the children's best interests.
- F. Custody Evaluation. The parties agree not to seek, absent further written agreement, a custody evaluation while the matter is a Collaborative Law case.
- G. Involvement in Disputes. The parties agree to insulate the children from involvement in their disputes.
- H. Removal from State. The parties agree not to remove the children from the State of North Carolina absent the explicit written consent of the other parent. However, the parties further agree that consent to such removal for vacations or other legitimate activities shall not be unreasonably withheld.
- I. Parenting Programs. Where such programs are available (such as "Partners in Parenting") the parties agree to attend programs designed to help them understand and cope with children's issues in divorce.

4. **ROLE OF THE COLLABORATIVE LAWYER**

- A. **Independent Representation**. We acknowledge that each of our attorneys represents only one party in our Collaborative marital dissolution process. We understand that while our collaborative attorneys share a commitment to the process described in this document, each has a professional duty to represent his or her own client diligently, and is not the attorney for the other party.
- B. **Limit on Representation**. Except as a possible fact witness, neither party's collaborative attorneys will appear in an adversarial procedure in

court to enforce, modify, challenge or vacate an agreement reached during the Collaborative process. No attorney who has been involved at any stage of the Collaborative Law process in this matter shall be permitted to represent either party in an adversarial court proceeding against the other party should the collaborative law process fail, unless it is a lawsuit to preserve a claim that will otherwise be lost, but in that event, the collaborative lawyer is not permitted to prosecute the adversarial claim in court on behalf of such party and such party shall find other counsel to pursue the claim.

- C. **Exceptions.** Our attorneys shall, however, remain available to assist in any further Collaborative process that may be required to resolve problems arising under agreements reached during the Collaborative process. Our attorneys may also make court appearances for the purposes of entering agreed-upon and uncontested orders, such as QDRO's, DRO's, Decrees of Separate Maintenance, complaints for absolute divorce (uncontested), and motions for summary judgment in uncontested divorce cases.
- D. **Mediation/Arbitration.** This contract requires the parties to submit any unresolvable issues to mediation/arbitration, the parties further understand that there is no reason for the attorneys' withdrawal. If either party files a court pleading in contravention of this agreement, this agreement shall be admissible in court as evidence that the parties included a binding arbitration clause in the agreement. However, there is no need for either party to lose his or her lawyer because of the binding arbitration agreement.
- E. **Termination of Attorney Services.** Either of us is free to discharge our attorney, for any reason, and to retain the services of another attorney, without causing an automatic termination of the Collaborative Law process. Similarly, if an attorney is unable, for any reason, to continue

representation in this matter, the affected party shall be free to obtain the services of substitute counsel.

- F. **Abuse of the Collaborative Process.** We understand that our Collaborative Law attorney will withdraw from a case as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law process. Examples of such violations of the process are: the secret disposition of marital, quasi-marital, mixed, divisible, or separate property, failing to disclose the existence or the true nature of assets and/or obligations, failure to participate in the spirit of the collaborative process, abusing the minor children of the parties, or planning to flee the jurisdiction of the court with the children. The client's express written permission for the attorney to withdraw under these conditions, or upon withdrawal of a party from the Collaborative Law process, is hereto attached as Exhibit D.

5. **EXPERTS.** When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash-flow analysis, parenting issues and any other issue which requires expert advice and/or recommendations. The parties will agree in advance as to how the costs of the third party expert will be paid. If experts are needed, we will retain them jointly unless we and our attorneys agree otherwise in writing. A List of Experts that will or may be used in the Collaborative process is attached to this Agreement as Exhibit C.

Experts/professionals/consultants hired for the purposes of the collaborative law process may be permitted to testify in any arbitration of issues, but shall not be competent to testify in an adversarial court proceeding.

6. **FINALIZATION OF AGREEMENT:** Unless otherwise agreed, prior to reaching final agreement on all issues, no Summons and Complaint will be served or filed, nor will any other motion or document be prepared or filed which would initiate court intervention.

- A. **Form of Written Settlement Agreement:** Neither we nor our lawyers will use the court during the Collaborative Law process unless it

is mutually agreed. When we have reached a final agreement, our agreement will be reduced to writing in a document designated a North Carolina Collaborative Family-Law Settlement Agreement, in the form of either:

i. A Separation Agreement, in which we are bound by contract, and which may be enforced in the event of breach by an action for damages or specific performance (although we commit to attempt to use further Collaborative processes to resolve the dispute prior to initiating court action); or

ii. A "Friendly Lawsuit."

(1) Parties: For the purposes of the Collaborative Law proceeding, if we use a "friendly lawsuit," the named plaintiff shall be the Wife, and the defendant shall be the Husband, without any implication that the plaintiff is the injured party nor the defendant the responding party.

(2) Venue: Venue for the "friendly lawsuit" shall be Wake County, and by signing this Agreement we expressly, knowingly and intelligently waive any objections to venue. In the event that either of us withdraws from the Collaborative process and institutes litigation, venue shall be as in this subparagraph, absent further written agreement signed by both of us.

(3) Form of Document: If we formalize our agreement in this way, the document filed with the court

shall be designated a consent judgment and/or order, signed by us and our respective attorneys. The consent judgment and/or order may incorporate by reference all or only some of the terms of our North Carolina Collaborative Family-Law Settlement Agreement.

iii. Special Orders: We understand and agree that in some cases it may be necessary to obtain a court order to achieve a desired result, even we would prefer to memorialize our agreement solely in a private Separation Agreement. Therefore, we do agree, upon the terms set out above as to a “Friendly Lawsuit,” that the Collaborative Law process may necessitate entry of, by way of illustration and not by limitation, the following types of orders (for example, to divide retirement benefits or secure medical insurance benefits):

(1) Qualified Domestic Relations Orders (for pension or retirement benefits governed by ERISA);

(2) Domestic Relations Orders (for pension or retirement benefits not governed by ERISA);

(3) Decrees of Separate Maintenance (to achieve division of IRA benefits or to effect the desired filing status for tax purposes);

(4) Qualified Medical Support Court Orders (to secure insurance benefits); and/or

(5) Absolute Divorce Decrees (an absolute divorce cannot be secured by contract in North Carolina, and must be obtained by court order.)

iv. Enforcement of Temporary and/or Final Orders: In the event that either of us requires a temporary agreement for any purpose, the agreement will be put in writing and signed by the us and our lawyers. If either of us withdraws from the Collaborative process, the written agreement may be presented to the Court as a basis for an Order, which the Court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if either of us should refuse to honor it, the final agreement may be presented to the Court to be enforced in any subsequent action.

7. **SPECIAL DISPUTE RESOLUTION (ARBITRATION/MEDIATION)**. We recognize that even in the Collaborative process, and even when both parties and their attorneys are fully committed to the process, issues may arise as to which agreement cannot be reached. Should such an issue or issues arise, we agree to submit the matter to mediation, mediation/arbitration, or binding arbitration under the North Carolina Family Law Arbitration Act, rather than submitting the problem to the Courts. In other words, there is no reason for the Collaborative Process to fall apart, because the parties hereby commit to going to mediation and/or arbitration if they cannot resolve the case. This provision is a binding arbitration clause, to be used rather than submitting the matter to Court. An arbitrator's decision will be binding, and there shall be no appeal except in case of bias of the arbitrator or other bases contained in the Family Law Arbitration Act. The parties further agree that _____ shall act as the mediator and/or arbitrator. If _____ is unavailable, we will mutually agree to another arbitrator, and preference shall be given to an attorney who is board-certified in family law. If we cannot agree on a mediator or arbitrator, our lawyers shall select the neutral facilitator.

The Arbitrator is authorized to adjudicate any issue which, in the discretion of both attorneys and clients, is better resolved by an informal submission for determination by a neutral third party but does not rise to the level of litigation that threatens the integrity of the collaborative law process. All decisions of the Arbitrator shall be in writing and shall become part of our Collaborative Family-Law Settlement Agreement. If we elect to have our Settlement Agreement adopted by the Court, all decisions of the Arbitrator shall be filed with our Settlement Agreement, as part of the Consent Order and Judgment, and shall be enforceable and/or modifiable as any other order of the Court. Absent a subsequent written agreement, we waive our respective rights to appeal the orders or awards of the Arbitrator for errors of law. We also agree that the Arbitrator may not be dismissed, disqualified, or challenged for cause unilaterally, but rather that the consent of both of us is required to do so. The Arbitrator has the authority to determine whether counsel should withdraw as a result of abuse of the process by a party as set out in Paragraph 4.F.

8. **OTHER RIGHTS AND OBLIGATIONS PENDING SETTLEMENT:**

Although the we have agreed to work outside the judicial system, consistent with North Carolina law, we further agree that:

A. **No Disposition of Assets Without Consent:** We agree to refrain from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether marital, partly marital, non-marital, divisible, or separate, except:

- i. For the necessities of life or for the necessary generation of income or preservation of assets, or
- ii. By an agreement in writing, or
- iii. To retain counsel to carry on or to contest this proceeding in the event a party must file a lawsuit or answer to preserve a

potential claim or counterclaim.

B. Notification of Proposed Expenditures: Each party will notify the other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the other for all extraordinary expenditures made after these conditions are effective. However, nothing in this Agreement precludes either of us from using marital property to pay reasonable attorney's fees in order to retain and maintain legal counsel in this Collaborative process.

C. Incurring of Indebtedness: We will not incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.

D. No Harassment: Neither of us will harass the other; and

E. Insurance to Remain in Effect: All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation. Neither of us will borrow against, cancel, transfer, dispose of or change the beneficiaries of any insurance or other coverage including life, health, automobile, and/or disability held for the benefit of either of us or our minor child or children;

F. Possibility of Sanctions: Violation of any of these provisions may result in sanctions by the court

9. **CAUTIONARY ACKNOWLEDGMENT AND COMMITMENTS:**

A. Good Faith Negotiation: The collaborative law process may

involve genuine disputes that are difficult to resolve, but we agree to conduct our negotiations in good faith.

- B. Compromise as Option: We understand that each of us will be expected to take a reasoned position in all disputes. Where such positions differ, each of us will be encouraged to use our best efforts to create proposals that meet the fundamental needs of both us and if necessary to compromise to reach a settlement of all issues.
- C. No Threats to Force Settlement. We understand that although each of us may discuss the likely outcome of a litigated result, none of us will use threats of litigation as a way of forcing settlement.
- D. No Guaranty of Success. We understand there is no guarantee that the process will be successful in resolving our case.
- E. Not a Panacea: We understand that the Collaborative process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict.
- F. Right To Assert Interests. We understand that we are still expected to assert our respective interests and that our respective attorneys will help each of us do so.
- G. Expectations Should be Realistic. We understand that we should not lapse into a false sense of security that the process will protect each of us.
- H. Abuse of the Collaborative Process. We understand that the collaborative law process shall not be used to deceive the other party, delay the process, or create a hardship for the other party. If a party abuses the collaborative law process, such party's attorney must withdraw as soon as possible as set out in Paragraph 4.F.

10. ATTORNEY'S FEES AND COSTS: We agree that our attorneys are entitled to

be paid for their services, and the first task in a Collaborative matter is to ensure payment to each of them. We agree to make funds available for this purpose.

11. **DISINCENTIVES TO WITHDRAW FROM COLLABORATION:** We understand that withdrawing from the Collaborative Law process with the intent of depriving the other party of his or her chosen counsel shall be a violation of the duty of acting in good faith, and we pledge not to take such action. We realize that the Collaborative Law process requires a considerable investment of time and effort, and that the possibility of having to give up not only our attorneys but also the work product of all experts and consultants used in this process is intended to serve as a substantial disincentive to withdrawal from the Collaborative Law process. We recognize that the provision of this Agreement providing for arbitration of unresolvable issues offers us a way to remain in the Collaborative Law process even when we cannot reach agreement as to an issue or issues. Finally, we recognize that the investigation and preparation necessary to a successful Collaborative Law process differs substantially from the preparation required for an adversarial court proceeding, and firmly believe that the efforts of ourselves, our attorneys, and our consultants would be better and more efficiently directed toward Collaborative resolution of our differences rather than toward magnifying those differences in court.

12. **ADDITIONAL PROVISIONS REGARDING ADMISSIBILITY.**

A. **Inadmissible Documents and Statements.** All documents created expressly identified and entitled "For Settlement Purposes Only in the Collaborative Law Process" shall be inadmissible for any purpose in any subsequent proceeding except as otherwise agreed between us, and no such communications or statements made with respect thereto shall be deemed a waiver of any privilege of either of us.

B. **Exceptions:**

i. **Bad Faith Conduct.** In the event any party or any attorney has used the Collaborative Law process in bad faith for the purpose of unilateral delay, or engaged in any concealment, misrepresentation, or perpetuation of the same in any way that

materially and adversely affects the rights of the other party, such behavior may be made known to a court if a party withdraws from the Collaborative Law process.

ii. Endangerment. Additionally, statements by either of us which indicate an intent or disposition to endanger the health or safety of the other party, or of our child or children, or to conceal or change the residence of the child or children, or to commit irreparable economic damage to the property of either party or children, are not privileged. The Collaborative Law process may not be used to shield either party's intent to commit a crime.

13. **ACKNOWLEDGMENT AND PLEDGE**: We and our lawyers acknowledge that we have read this Agreement, understand its terms and conditions, and agree to abide by them. We understand that by agreeing to this alternative method of resolving our dissolution issues, we are giving up certain rights, including the right to formal discovery, formal court hearings, and other procedures provided by the adversarial legal system. We have chosen the Collaborative Law process to reduce emotional and financial costs, and to generate a final agreement that addresses our concerns. We agree to work in good faith to achieve these goals. We will work to protect the privacy, respect and dignity of all involved, including parties, attorneys and consultants. We shall maintain a high standard of integrity and specifically shall not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but shall identify and correct them.

**BOTH WE AND OUR ATTORNEYS HEREBY PLEDGE
TO COMPLY WITH AND TO PROMOTE THE SPIRIT
AND WRITTEN WORD OF THIS DOCUMENT.**

_____ (Seal) _____ (Seal)
Wife Husband

Dated: _____ Dated: _____

Attorney for Wife Attorney for Husband

EXHIBIT A (DOCUMENTS TO BE PRODUCED AND SHARED)

Instructions from Counsel:

Marital History. It will be helpful to counsel if you will provide a written marital history reciting, in as much or little detail as you wish, the important details of your marriage, including your own perception of the reasons for the break-up of the marriage. Remember that this document will be not be shared with your spouse absent your specific consent, and will not be admissible in any court proceeding.

1. Tax Returns. Please furnish counsel with copies of your state and federal personal and business income tax returns for the last five years, including all schedules, W-2 forms, and 1099's.
2. Net Worth Statements. If you or your spouse has been required to file any financial or net worth statements in the last five years for the purpose of securing a loan or line of credit, please furnish counsel with copies of such financial or net worth statements. If you do not have a copy in your possession, contact the financial institutions to which you submitted these statements and obtain copies from them.
3. Retirement Plans. If you are a participant or a beneficiary of any profit-sharing, pension, Keogh, 401(k), tax-deferred savings or other retirement plan that is afforded you by your employer or your spouse's employer, please contact the bookkeeper, plan administrator, or person responsible for the maintenance of such program and request from them a copy of the summary plan description, a statement as to your current interest in such plan, and its monetary value, if known. If you are a participant in or beneficiary of any Individual Retirement Account, please furnish us with the most recent statement of account.
4. Real Estate - Legal Description. If you or your spouse have any interest in any real estate, list the address of each such parcel and secure a copy of the legal description for each parcel of real estate. It is important that I have a complete legal description for each parcel of real estate, since those descriptions will be required for this particular proceeding and will be included in pertinent legal documents. If you do not personally have such legal description, you may contact the lending institution which has a financial interest in the parcel of real estate and it will furnish you with the legal description. The legal description appears in the deed, mortgage, title insurance policy or abstract of title. We will need copies of all current deeds and deeds of trust for our files.

5. Receipted Real Estate Tax Bill. With respect to each parcel of real estate, either jointly or sole owned, please furnish us a photocopy of the last-paid property tax bill for each parcel of property.

6. Real Estate Appraisal. If any real property has been appraised for any reason within the last three years, such as for insurance, mortgage loan or contemplation of sale, please furnish us with a copy of the appraisal.

7. Life Insurance. Please furnish information concerning all life insurance policies. It is important that we receive copies of the face sheet of all life insurance policies owned, setting forth the name of the insurance company, face amount of the policy, policy number, owner of the policy, beneficiary, annual premium, and the terms and conditions of such policy.

8. Medical Insurance. Furnish us with the company name, address, policy or group number, and subscriber number for all health and medical insurance. Also secure from the insurance company a statement as to coverage for you, your spouse and children and what provision the policy has concerning conversion after divorce.

9. Other Insurance. Please furnish us copies of all insurance policies you presently maintain including, but not limited to, all homeowners' policies, automobile, and personal property insurance including any schedules or riders.

10. Bank Accounts. It is important that we receive a photocopy of the current statement indicating the balance on deposit in all banks, savings and loan, or other financial institution accounts, and we must also receive the account number of each such account. Such information can be obtained from the financial institution by you upon request.

11. Securities. If you or your spouse own any securities, please furnish us with a list of the stocks or bonds owned, the date of purchase, the purchase price, and the current owner of such securities. This information can be obtained directly from the person who handled the purchase of these securities for you or your spouse.

12. Business Interests. If you or your spouse have any interest in any business entity, we must receive copies not only of any such partnership or corporate tax returns, and the appropriate schedules attached to such returns, but also copies of the balance sheets and profit and loss statements for the last three years. If there is a shareholder agreement of any type, or any unusual provision in the by-laws, please provide copies of those documents. If there is any litigation pending by or against the business entity, provide us with copies of the pleadings or

correspondence with respect thereto. If any person or entity has done an appraisal of the business or of your interest in the business, please provide a copy. Please provide copies of any stock certificates issued to you, and give us all pertinent information as to the interest and identify of other shareholders or partners in the business. Finally, please furnish us with a brief written description of the business's principal activities.

13. Estate or Trust Interests. It is also important that you tell us if you or your spouse has any interest in any estate, inheritance, or a future interest which you believe will become your or the other spouse's property in the near future. If this is the case, please furnish us a copy of the will, inventory, final account and judgment evidencing such interest. If you have an interest in any trust, it is important that we review the actual trust agreement, the inventory, most recent annual accounting, and tax returns, if any, for such trust. We suggest that you provide us with such documentation for the last three years. Please be sure to furnish us whatever information you have with respect to your spouse's interest in any estate, trust, or future interests.

14. Previous Marriages. If either you or your spouse was previously married and divorced, furnish us with copies of the order, decree, or judgment entered in the action, and/or with a copy of your separation agreement.

15. Written Agreements. If you and your spouse have entered into any written agreement concerning support, property, or other matters, furnish us a copy of the agreement. If there is no agreement, we urge you not to attempt to enter into a written agreement without consulting us or outside the Collaborative Law process. If there are any prenuptial agreements, please be sure to give us copies.

16. Current Income. If either child support or spousal support is going to be an issue in this process, we must have the following:

- a. A current wage statement from your employer, reflecting earnings and deductions for the last three months;
- b. Verification of any job-related child-care costs;
- c. A budget from each of you indicating current expenses for yourself and, if applicable, your children;
- d. If not indicated on your current wage statement, documentary evidence concerning the existence and cost of any medical insurance covering you, your spouse, and/or your children.

17. If you or your spouse own a safety deposit box, please indicate the

location and furnish us with a list of the contents.

EXHIBIT B (COLLABORATIVE FAMILY-LAW CHECKLIST)

We agree that this list summarizes the issues we will need to address in this Collaborative Family-Law matter.

1. Will we use a separation agreement, consent order and judgment, or some combination thereof to memorialize our Collaborative Family-Law Settlement Agreement?
 2. Which of us will be the Plaintiff in the divorce or other action?
 3. In which county will we have venue?
 4. Children's issues:
 - a. Custody
 - i. Sole, joint, split, primary/secondary
 - ii. Schedule, including holidays and vacation
 - iii. Religion
 - iv. Education
 - v. Health Care
 - vi. Moving out of state/Distance between homes
 - vii. Advance notice of:
 - (1) changes in schedule;
 - (2) change of residence;
 - (3) vacation schedule;
 - (4) plans to remarry
 - viii. Significant others
 - ix. Extended family
 - x. Transportation
 - xi. Modification upon change of circumstances
 - b. Support
 - i. Dad's gross income
 - ii. Dad's expenses
 - iii. Mom's gross income
 - iv. Mom's expenses
 - v. Cost and provider of medical insurance
 - vi. Cost and provider of job-related day-care.
 - vii. Children's extraordinary expenses, including private school
 - viii. Amount of payment
 - ix. Frequency of payment

- x. Method of payment
 - (1) Wage withholding through State
 - (2) Direct payment
 - (3) Electronic transfer from payroll
- xi. Dependency exemptions and other tax issues
- xii. Payment of uninsured medical and related expenses
- xiii. Post-secondary education
- xiv. Special events
- xv. Transportation
- xvi. School supplies and activities
- xvii. Clothing
- xviii. School lunches
- xix. Allowances
- xx. Modification
 - (1) Increase or decrease in payor or recipient's income
 - (2) Increase or decrease in children's needs
 - (3) Child "aging out" or being emancipated
 - (4) Change in custody/visitation schedules

5. Spousal Maintenance

- a. Dependency issue
- b. Amount/frequency
- c. Scheduled reduction/increase
- d. Conditions of termination
- e. Modifiable or non-modifiable?
- f. Reciprocal consideration for another provision?
- g. Property settlement structured as alimony for tax purposes?
- h. Tax considerations
- i. Method of payment

6. Life Insurance

- a. Policies to be maintained
- b. Purpose
- c. Beneficiaries
- d. Restrictions on borrowing
- e. Payment of premiums
- f. Ownership of policies

7. Property Division

- a. Marital home
- b. Other real estate.

- c. Household goods and furnishings
- d. Automobiles and other motor vehicles, including boats.
- e. Pets and livestock.
- f. Recreational equipment
- g. Art work and collections
- h. Jewelry, furs, clothing
- i. Personal effects
- j. Bank accounts
- k. Division of retirement benefits, including IRA's
- l. Stocks and bonds
- m. Tax refunds
- n. Business interests
- o. Distributive award
- p. Treatment of post-separation payments/efforts by either party
- q. Classification disputes (i.e., separate vs. marital property?)

8. Debts

- a. Secured creditors (mortgages, etc.)
- b. Unsecured creditors
- c. Pre-separation
- d. Post-separation
- e. Incurred in Collaborative Law process: Payment of attorneys, consultants, experts, et al.

9. Disposition of Potential Claims against Third Parties (e.g., alienation of affections, criminal conversation, resulting or constructive trust theories.)

10. Tax Matters:

- a. Capital gains
- b. Joint or single returns
- c. Entry of Decree of Separate Maintenance
- d. Allocation of exemptions, deductions, etc.
- e. Amendment of prior year's returns
- f. Tax traps from prior years
- g. Hold harmless on joint returns, indemnification agreements

11. Name Change Upon Divorce?

12. Other:

EXHIBIT C (LIST OF POTENTIAL EXPERTS AND CONSULTANTS)

1. Same Gender “Divorce Coach” for Husband and Wife
 2. Children’s Mental Health Assistant
 3. Neutral Financial Planner

4. Real Estate Appraiser(s)
 5. Personal Property Appraiser:
 6. Business Valuation Expert:
 7. Accountant:
 8. Psychologist/Therapist:
 9. Mediator/Arbitrator
 10. Estate Planning Expert
 11. Insurance Expert:
 12. Medical Expert:
 13. Other Expert or Consultant:

EXHIBIT D: LEAVE TO WITHDRAW
ATTACHMENT TO NORTH CAROLINA COLLABORATIVE FAMILY-LAW
AGREEMENT

Both Husband and Wife hereby represent and acknowledge that they have retained the counsel named above to represent them individually in a North Carolina Collaborative Family-Law procedure, a copy of which precedes this attachment. We have entered into a separate fee agreement with our lawyers which incorporate by reference the terms of the Collaborative agreement.

At our request, each lawyer will be working Collaboratively with my spouse's lawyer. This means that each of our lawyers will use best efforts to try to negotiate a settlement of the case that is satisfactory to us in an efficient, cooperative manner instead of using the Court to settle our differences.

Our lawyers have explained the Collaborative process to us, and we understand how it works. Our lawyers have also explained the advantages and disadvantages to us, and have given us a copy of our North Carolina Collaborative Family-Law Agreement. We have read it and we understand it. We have already signed it or will sign it when asked to do so.

Both spouses represent: I understand that as part of this Collaborative process, neither my nor my spouse's lawyer will go to court. If my case cannot be settled on terms acceptable to me and my spouse, both lawyers will withdraw from the case. My lawyer will no longer represent me in this matter and the other lawyer will no longer represent my spouse. If that happens, I understand that my lawyer will help me find a lawyer who will be available to take my case to Court. I also understand that my lawyer will furnish my new lawyer with information from my file and spend whatever time that is reasonably necessary to help my new lawyer learn about my case. I further understand that I will not be charged for the time my lawyer spends helping me find a new lawyer or helping my new lawyer learn about my case.

I also understand that my lawyer will withdraw pursuant to the provisions of paragraph 12 of the North Carolina Collaborative Family-Law Agreement.

If my lawyer has to withdraw from the case because we are unable to settle out of Court, I agree to give my consent, and sign any necessary further documents to permit the withdrawal. I further understand that my lawyer, by signing this document, assents to its terms.

However, both of us further understand that we have agreed to binding arbitration as a means of settling this matter if the collaborative negotiations do not succeed, and that this agreement will be presented in order to allow the Court to order binding arbitration, without either of us having to lose our attorney.

Date: _____

Signature of Wife: _____

Assent of Wife's Attorney: _____

Signature of Husband: _____

Assent of Husband's Attorney: _____