

PRINCIPLES AND GUIDELINES
FOR THE PRACTICE OF COLLABORATIVE LAW

I. 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.

II. NO COURT OR OTHER INTERVENTION

We commit ourselves to settling our case without court intervention.

We agree to give full, honest and open disclosure of all information, whether requested or not.

We agree to engage in informal discussions and conferences to settle all issues.

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.

III. CAUTIONS

We understand there is no guarantee that the process will be successful in resolving our case.

We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict.

We understand that we are still expected to assert our respective interests and that our respective attorneys will help each of us do so.

We understand that we should not lapse into a false sense of security that the process

will protect each of us.

We understand that while our collaborative attorneys share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently, and is not the attorney for the other party.

IV. 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 parity of payment to each of them. We agree to make funds available for this purpose.

V. PARTICIPATION WITH INTEGRITY

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.

VI. EXPERTS AND CONSULTANTS

If experts are needed, we will retain them jointly unless all parties and their attorneys agree otherwise in writing.

VII. CHILDREN'S ISSUES

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.

We agree to act quickly to mediate and resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents.

We agree not to seek a custody evaluation while the matter is a Collaborative Law case.

We agree to insulate our children from involvement in our disputes.

We agree to attend *Children Cope* with our children in a county where the program is available.

VIII. NEGOTIATION IN GOOD FAITH

We acknowledge that each of our attorneys is independent from the other attorneys in the Collaborative Law group, and represents only one party in our collaborative marital dissolution process.

We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiations.

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.

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.

IX. 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 community, quasi-community 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.

X. DISQUALIFICATION BY COURT INTERVENTION

We understand that our attorneys' representation is limited to the Collaborative Law process and that neither of our attorneys can ever represent us in court in a proceeding against the other spouse.

In the event a court filing is unavoidable, both attorneys will be disqualified from representing either client.

In the event that the Collaborative Law process terminates, a consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing.

XI. PLEDGE

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

Dated: _____

Dated: _____

PETITIONER

RESPONDENT

ATTORNEY FOR PETITIONER

ATTORNEY FOR RESPONDENT