\*Name, *In Propria Persona*

\*attorney’s address

Petitioner/Respondent In Pro Per

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CENTRAL DISTRICT

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| In Re the Marriage of:  Petitioner: \*  and  Respondent: \* | CASE NO. \* Collaborative Law Case STIPULATION AND ORDER RE: COLLABORATIVE LAW CASE [Central District: Assigned to Department 2 pursuant to Family Code Section 2013(a) and Local Rule 5.26] |

**STIPULATION**

Petitioner, \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_\_\_\_\_"), and

Respondent, \_\_\_\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_\_\_\_\_"), stipulate to the Orders

set forth below. Said Orders shall remain in effect until and unless modified by a written

agreement signed by both parties or further Order of Court, whichever first occurs.

The parties further stipulate that a Commissioner sitting as a Judge Pro Tempore may

enter said Orders.

**ORDERS**

**Attorney Representation**:

1. \_\_\_\_\_\_\_, of \_\_\_\_\_\_\_, has been retained by \_\_\_\_\_\_\_ to advise him/her during the course of this proceeding and \_\_\_\_\_\_\_, of \_\_\_\_\_\_\_, has been retained by

\_\_\_\_\_\_\_ to advise him/her during the course of this proceeding. Each attorney

named above has agreed to be bound by the terms of these Orders. Each attorney

named above, and any attorney in association with such attorney, is forever

disqualified from appearing as an attorney of record in contested matters for either

party named above in this proceeding or in any other family law matter involving both

parties, including, but not limited to, proceedings or actions for dissolution, parentage,

nullity, legal separation, modification, enforcement, writs and/or appeals. Any attorney

who continues this collaborative law process shall likewise be disqualified from

appearing as attorney of record for either party in this proceeding or in any other family

law matter between the parties.

The disqualification provisions contained in this Stipulation are not, and cannot be, superseded by any language in any subsequent agreement, stipulation or judgment. These disqualification provisions are irrevocable, survive the entry of judgment and cannot be waived by the attorneys or the parties. These disqualification provisions apply in any post-Judgment proceedings in this matter or any related matter, regardless of any language in the Judgment that could otherwise be interpreted to waive, impliedly or expressly, such disqualification provisions in subsequent proceedings.

2. 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 partnership or independent contractor status with any attorney named

above.

3. Notwithstanding the above, each attorney named above may appear as

attorney of record for the parties in this proceeding only for the purpose of executing

agreements and/or requesting the entry of orders or a Judgment in this matter.

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**Collaborative Law Matter**:

4. Both parties agree to treat this matter as a collaborative law case. Each

party acknowledges that he or she has read and understands the document entitled

"Principles and Guidelines for the Practice of Collaborative Law," attached hereto as

Exhibit "A", and agrees to act in good faith to comply with the recommendations set

forth in that document.

5. For so long as this matter remains a collaborative law case, the parties

agree to devote their efforts to attempt to reach a settlement that meets the parties’

needs and interests in an efficient, cooperative manner pursuant to the terms of these

Orders, and agree that neither party will file any document requesting intervention by

the Court including, but not limited to, the following: Request to Enter Default, Notice of

Motion, Request for Order or Request for Trial Setting, except as otherwise specifically

permitted below.

6. Commencing immediately:

(a) Each party is restrained from removing the minor children of the parties from the state or applying for a new or replacement passport for those minor children without the prior written consent of the other party or an order of the court;

(b) Each party is restrained from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor children;

(c) Each party 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 the court, except in the usual course of business or for the necessities of life;

(d) Each party is restrained from creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party; and

(e) Each party must notify the other of any proposed extraordinary expenditures at least five 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, each party may use community property, quasi-community property, or the party’s own separate property to pay an attorney to help that party or to pay court costs.

**All Purpose Assignment**:

7. If filed in the Central District of the Los Angeles Superior Court,

this matter is assigned to Department 2 for all purposes so long as this matter remains

a collaborative law case. The words "Collaborative Law Case" shall be placed below

the case number in the case caption on all documents filed with the Court. In the event

of the termination of the collaborative law process, as described more fully below,

this matter may be assigned to another department as a non-collaborative law case.

**Custody Mediation**:

8. If the parties attend conciliation court proceedings for the purpose of

mediating custody and/or visitation, such proceedings shall not constitute a contested

matter in violation of these Orders.

**Consultants**:

9. (a) Any person or firm jointly retained by the parties or their attorneys,

during the collaborative law process, is forever disqualified from appearing as a witness

for either party, a child(ren) of the parties, or the court to testify as to any matter related

to this action and/or such person’s or firm’s work product related thereto. 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.

(b) Such persons or firms referred to above include, but are not limited

to, mental health professionals, whether acting as a coach for one or both parties or

child specialist, sometimes collectively referred to herein as “mental health

professionals”, accountants, financial specialists, attorneys, mediators, personal or real

property valuation experts, vocational consultants, private investigators, doctors or any

other persons jointly retained or employed by the parties or their attorneys in the

collaborative law process.

(c) All accountants, financial specialists, attorneys (other than those

retained as collaborative counsel for the parties in this matter), mental health

professionals, mediators, personal or real property valuation experts, vocational

consultants, private investigators, doctors or any other third persons retained or

employed by the parties or their attorneys in the collaborative law process, shall be

jointly retained by both parties, except if a mental health professional is acting as a

coach for one party alone (who is also forever disqualified from appearing as a witness

for either party, a child(ren) of the parties, or the court to testify as to any matter related

to this action and/or such coach’s work product related thereto.)

**Disclosure and Discovery**:

10. The parties acknowledge and understand that honesty and full disclosure

of all relevant information are essential to the success of a Collaborative Law case and required by law. Both parties shall serve their respective Preliminary Declarations of

Disclosure as provided under the law (Judicial Council Forms FL-140, FL-142 and

FL-150 and attachments thereto, also known as financial disclosure forms), as well as their Final Declarations of Disclosure, unless said Final Declarations of Disclosures are formally waived. The parties shall provide each other with any written authorizations

requested which may be necessary to obtain relevant information or documentation, or to prepare Qualified Domestic Relations Orders or other orders facilitating agreements reached.

11. All discovery requests will be made informally. If the information needed

cannot be provided informally, subpoenas may be issued to obtain this information.

The parties agree to provide all requested information and/or documentation to the best

of their ability within a reasonable time period. Unless otherwise agreed, written

responses to requests for information shall be made in writing within thirty (30) days of

the request, and will be made under penalty of perjury if requested. No motion to

compel or motion for sanctions shall be available for any discovery requests made so

long as this matter is a collaborative law case.

**Confidentiality**:

12. The parties desire to make confidentiality more certain and absolute in the

collaborative law process.

13. The parties agree that their communications in the Collaborative Law

process shall be covered by Evidence Code 1152 dealing with "offers to compromise."

They acknowledge, however, that confidentiality of the Collaborative Law process may

be uncertain. In the event that Evidence Code Section 1152 does not apply for any reason to any of their communications, the Parties agree that the provisions of

Evidence Code Sections 1115-1128, attached hereto, dealing with Mediation Confidentiality shall, nonetheless, apply to their Collaborative Law process as if the Parties were engaged in mediation, including but not limited to the following confidentiality protections:

(a) Statements, communications, and work product (except for original source documents) made for the purpose of, in the course of, or pursuant to, a collaborative law case are confidential and are inadmissable in any arbitration,

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administrative adjudication, civil action or other noncriminal proceeding in which testimony can be compelled.

(b) Work product includes, but is not limited to, any written or oral

communication between the parties and their attorneys, and written or oral

communications, reports, or analysis of any third party professional or expert used in

the collaborative law process.

(c) Notwithstanding the subdivision and the confidential nature of the

collaborative law process, all original source documents and written agreements

entered into by the parties during the collaborative law process are deemed admissible

in court.

(d) Anything said, any admissions made, or any writing that is

inadmissible, protected from disclosure, and confidential under this section before the

collaborative law process terminates, shall remain inadmissible, protected from

disclosure, and confidential to the same extent after the collaborative law process

terminates.

14. For purposes of confidentiality, the collaborative law process commences

upon the execution of this Stipulation pursuant to subdivision (a) the California Family

Code Section 2013.

15. Notwithstanding the confidential nature of the collaborative law process, all written agreements signed and dated by the parties during the collaborative law

process, as well as the Judicial Council Forms FL-140, FL-142 and FL-150 and

attachments thereto, also known as financial disclosure forms, prepared and produced

by parties during the collaborative process, are NOT confidential and shall be deemed

admissible in court.

**Information Disclosed to Mental Health Professionals**:

16. All information disclosed to the divorce coach, child specialist, or any

other licensed mental health professional involved in the collaborative process,

including information disclosed by the minor child(ren), **shall be deemed to be within**

**the collaborative process and thus confidential**. The divorce coach, child specialist,

or other licensed mental health professional is **not** serving in the capacity of a

doctor/patient or psychotherapist/patient relationship with the client, but instead will be

serving a client in a professional relationship to educate, guide, and facilitate a

settlement in the collaborative divorce, and is authorized to share information with

collaborative attorneys, coaches, child specialists, or financial specialists. **There is an**

**exception to the aforestated confidentiality required of mental health**

**professionals when there is reasonable suspicion of child abuse or abuse to a**

**dependent or elder; when a client presents a serious danger to self or others or appears gravely disabled; or when disclosure is required pursuant to a legal proceeding, e.g., when a collaborative mental health professional is ordered to testify pursuant to court order even though the mental health professional has asserted privilege on a client’s behalf**.

**Termination of Collaborative Status**:

17. Either party may unilaterally and without cause terminate the

collaborative law process. The collaborative law process terminates when one of the

following conditions is satisfied:

(a) The parties execute a written settlement agreement with the intent

to fully resolve the dispute.

(b) Any party provides all other parties and their attorneys with a

writing stating that the collaborative law process is terminated or words to that effect.

(c) Any party states before all other parties and their attorneys that the

collaborative law process is terminated or words to that effect.

(d) Any party initiates an adversarial judicial intervention.

Should the process terminate by one of the conditions (b) through (d) above, the party

terminating the process shall file a copy of a Notice of Termination with the Court with a

proof of service reflecting service of a copy of such Notice of Termination to the other

party in this matter.

18. An attorney or other professional withdrawing from this matter does

not terminate the collaborative law process. A party losing his or her attorney shall

retain a new attorney who shall agree in writing to be bound by these Orders. A party

losing his or her attorney may not continue in the collaborative law process without a

collaborative attorney.

19. Upon a party's filing of said copy of the Notice of Termination with the

Court in the manner provided in paragraph 17 above, the attorney's status as attorney

for the party shall terminate without further notice.

20. Upon termination of the collaborative law process by a party, or upon the

replacement or the withdrawal of any attorney, mental health professional, accountant,

financial specialist, child specialist, or any other third person jointly retained in the

collaborative law case pursuant to paragraph 9(b) above, all predecessor attorneys,

mental health professionals, accountants, financial specialists, child specialists, or third

persons, as applicable shall promptly cooperate to facilitate the transfer of the parties’

file to the party or successor attorney.

21. Other than as may be required by virtue of the exceptions stated herein,

neither of the parties to this Stipulation, nor anyone on his or her behalf, shall subpoena

the records of Collaborative counsel, other Collaborative professionals, or any

specialist, expert, other person or firm participating in the Collaborative process related

to this case, or otherwise seek to obtain testimony from any of them in any arbitration,

administrative adjudication, civil action, or other noncriminal proceeding, in which

testimony can be compelled to be given. Any party who takes an action or proceeds contrary to the foregoing, or requests, authorizes, or allows anyone on his or her behalf to do so shall be liable for (1) all fees and costs incurred by the professional or other person involved to respond and (2) compensation to the professional at his or her usual billing rate and to any other person at a reasonable rate, for all time actually spent by the professional or other person in response or opposition to said action.

22. Nothing in this Order shall limit the right of either party to seek the

assistance of the Court for appropriate Orders after the termination of a collaborative

matter. However, any unilateral initiation of such litigation by either party, including any

appeal of any Stipulated Order, shall result in the automatic termination of the

collaborative law process on the date any application to the Court or Notice of Intent to

Appeal is filed.

**Notice**:

23. Notice or documents required to be served hereunder shall be served as

follows:

(a) By personal delivery to counsel;

(b) By facsimile pursuant to Code of Civil Procedure 2008(b); or

(c) By mail pursuant to Code of Civil Procedure 1013.

24. The foregoing Stipulation and Order is in accordance with California

Family Code Section 2013(a) (known as the Collaborative Family Law Act) and

constitutes the written agreement entered into by the parties to utilize a collaborative

law process to resolve any matter governed by the Family Code over which the court is

granted jurisdiction pursuant to Section 2000 thereof. Further, this Stipulation and

Order sets forth the terms and provisions in accordance with California Family Code

Section 2013(b) for the collaborative law process in which the parties and any

professionals engaged by the parties to assist them agree in writing to use their best

efforts and to make a good faith attempt to resolve disputes related to the family law matters as referenced in California Family Code of Section 2013(a) on an agreed basis without resorting to adversary judicial intervention.

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**Miscellaneous:**

25. If the Collaborative law process is terminated, the Court may order child

and/or spousal support to commence retroactively as far back as deemed appropriate

by the court in light of the financial circumstances of the parties during the process,

including back to the date the Petition was filed.

26. If the Collaborative law process is terminated, the parties have the right to

seek the following reimbursements, which are discretionary with the Court:

(1) Reimbursement for the payment of community or joint obligations

with separate property after the date of separation, except as specifically otherwise

provided in this Stipulation (Epstein credits); and

(2) Reimbursement to which a party or the community estate may be

entitled as a result of one party's use of community or co-owed assets after the date of

separation (Watts charges).

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27. This Stipulation and Order may be signed in counter-parts and by

facsimile by each party and shall have the same force and effect as an originally

signed Stipulation.

THE FOREGOING IS AGREED TO BY:

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*NAME, Petitioner, In Propia Persona

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*NAME, Respondent, In Propia Persona

APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*ATTORNEY

Collaborative Attorney for Petitioner

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*ATTORNEY

Collaborative Attorney for Respondent

**ORDER**

Good cause appearing therefore, and the parties having stipulated thereto, the

foregoing IS SO ORDERED. Each party is ordered to comply with all of the foregoing

terms and provisions.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMISSIONER/JUDGE OF THE

SUPERIOR COURT