

PRINCIPLES AND GUIDELINES FOR THE PRACTICE OF COLLABORATIVE PROCESS

Adopted by LACFLA BOD 2-4-17

I. GOALS

- a. We acknowledge that the essence of the “collaborative process” is the shared belief by participants that it is in the best interests of clients and their families in typical Family Law matters to commit themselves to avoiding litigation.
- b. We therefore adopt this consensual resolution process, which does not rely on a Court-imposed resolution, but relies on an atmosphere of respect, honesty, cooperation, integrity and professionalism geared toward the future well-being of the family.
- c. Our goal is to minimize, if not eliminate, the negative economic, social, interpersonal and emotional consequences of protracted litigation to the clients and their families.
- d. We commit ourselves to the collaborative process and agree to seek a better way to resolve our concerns by considering various options in a manner with which we can both live.

II. NO COURT OR OTHER INTERVENTION

- a. We commit ourselves to settling our case without court intervention.
- b. We agree to give full, honest and open disclosure of all information, whether requested or not.
- c. We agree to engage in meetings to come to agreements regarding all of our concerns.
- d. We agree to direct all attorneys, accountants, mental health professionals (coaches and child specialist) therapists, appraisers and other consultants retained by us to work in a cooperative effort to resolve our concerns without resorting to litigation.

III. CAUTIONS

- a. We understand there is no guarantee that the process will be successful in resolving our case. Our success will depend upon our mutual commitment to making the collaborative process work.
- b. We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict. We will work with our collaborative professionals regarding our concerns.
- c. We understand that we are still expected to assert our respective interests and that our respective collaborative professionals will help each of us do so which will provide the greatest likelihood of better serving each of our interests and the interests of our family.
- d. 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 client.

IV. COLLABORATIVE PROFESSIONAL'S FEES AND COSTS

- a. We agree that our collaborative professionals are entitled to be paid for their services, and we agree to make funds available for this purpose.

V. PARTICIPATION WITH INTEGRITY

- a. We will work to protect the privacy, respect and dignity of all involved, including our collaborative professionals and ourselves.
- b. 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

- a. If experts, i.e., financial neutrals and/or child specialists, are needed, we will retain them jointly unless we and our collaborative professionals agree otherwise in writing.
- b. We may also choose to bring in one or two coaches to help us in this process.
- c. We shall direct all experts and coaches to follow the spirit of these principles and guidelines.

VII. CHILDREN'S ISSUES

- a. We agree to keep our children's interests as our highest priority.
- b. In resolving concerns about sharing the enjoyment of and responsibility for our children, we and the collaborative professionals shall make every effort to reach amicable solutions that promote our children's best interests.
- c. We agree to act quickly and resolve our concerns related to our children to promote a caring, loving and involved relationship between our children and us.
- d. We agree not to seek a custody evaluation during the collaborative process.
- e. We agree to insulate our children from involvement in our disputes.

VIII. NEGOTIATION IN GOOD FAITH

- a. We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiations.
- b. Each of us will be expected to be reasonable regarding all of our concerns. When such concerns differ, each of us will be encouraged to use our best efforts to create additional options that meet the fundamental interests of both of us and if necessary to compromise to reach a settlement of all issues.
- c. Although each of us may discuss the likely outcome of a litigated result, we will only consider this information in arriving at the various options during negotiations.

IX. ABUSE OF THE COLLABORATIVE PROCESS

- a. We understand that our Collaborative professionals may withdraw from the collaborative process as soon as possible upon learning that a client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative process.

X. DISQUALIFICATION BY COURT INTERVENTION

- a. If the collaborative professional for either party withdraws for any reason, we may continue in the collaborative process by hiring another collaborative professional.
- b. In the event a court filing is unavoidable, all collaborative professionals will be disqualified from representing either client.
- c. In the event that the collaborative process terminates, all collaborative professionals will be disqualified to represent either or both clients in litigation or being called as witnesses and the professionals work product will be inadmissible as evidence.
- d. If either of us decides that the collaborative process is no longer appropriate, either of us may terminate the status of the case as a collaborative case. The agreement which we will sign will set forth the manner of doing this.

XI. PLEDGE

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

Date

Date

Petitioner

Respondent

Collaborative Attorney for
Petitioner

Collaborative Attorney for
Respondent