

PRINCIPLES AND GUIDELINES
THE COLLABORATIVE DIVORCE

1. GOALS

We acknowledge that the essence of Collaborative Divorce is the shared belief by participants that it is in the best interests of the parties and their families in typical Family Law matters to commit themselves to:

- a. Avoiding litigation
- b. The development of a shared future vision and
- c. The fair distribution of their marital resources

2. 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 informal discussions and conferences in a good faith attempt to settle all issues.
- d. We agree to direct all attorneys, accountants, divorce coaches, child experts, therapists, appraisers and other consultations 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.

3. TEAM

- a. We are in receipt of a list of qualified collaborative professionals and agree to select our core team within 30 days of signing the Principles and Guidelines form.
- b. The core team shall consist of our coaches, attorneys and financial professionals.

4. CAUTIONS

- a. We understand there is no guarantee that the Collaborative process will be successful in resolving our case.
- b. We understand that the process cannot eliminate concerns about our disharmony, distrust and irreconcilable difference which have led to the current conflict.
- c. We understand that we are still expected to assert our respective interests and that

our respective attorneys will help each of us do so.

- 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 party.

5. PROFESSIONAL FEES AND COSTS

- a. We agree that each member of our professional team is entitled to be paid for their services. We agree to make funds available for this service.
- b. Any professional who is retained jointly shall be paid equally by each of us unless the parties and attorneys agree to a different payment allocation in writing.

6. PARTICIPATION WITH INTEGRITY

- a. We will work to protect the privacy, respect and dignity of all involved, including parties, attorneys and consultants.
- b. We shall maintain a high standard of integrity and specifically shall not take advantage of each other or the miscalculations or inadvertent mistakes of others, rather we shall identify and correct the errors.

7. CHILDREN'S ISSUES

- a. In resolving issues about sharing the enjoyment of and responsibility for our children, the parties, attorneys, coaches and child experts shall make every effort to teach amicable solutions that promote the children's best interests.
- b. 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.
- c. We agree not to seek a custody evaluation while the matter is a Collaborative Divorce case.
- d. We agree to insulate our children from involvement in our disputes.

8. NEGOTIATION IN GOOD FAITH

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

- b. We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiations.
- c. 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 of us; and if necessary to compromise to reach a settlement of all issues.
- d. 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.

9. CONFIDENTIALLY

- a. Both parties agree to a waiver of confidentiality between members of the team working with us. This waiver gives the members of the team the freedom to talk to one another about issues related to our divorce.
- b. In addition, each of us may elect to sign waivers with our coaches and other team members to permit them to speak freely with the different professionals involved to facilitate a team approach so that they can understand our whole family. The specifics of this will be discussed before the confidentiality waivers are signed.
- c. All materials without these specific waivers remain closed and confidential in accordance with each team member's professional ethical obligations, California law and U.S. Federal law. Privileges may or may not apply to various professionals, who may need to disclose:
 - i. If there is a reason to believe that a person is in danger of hurting himself or herself.
 - ii. If a person expresses an intention to hurt someone else.
 - iii. If there is a reasonable suspicion that a child is being abused.

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS.

Date: _____

Date: _____

10. ABUSE OF THE COLLABORATIVE PROCESS

- a. We understand that any member of the Collaborative Team 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.

- b. Examples of such violations of the process are:
 - i. The secret deposition of community, quasi-community or separate property,
 - ii. Failing to disclose the existence of the true nature of assets and/or obligations,
 - iii. Failure to participate in the spirit of the collaborative process,
 - iv. Abusing the minor children of the parties or,
 - v. Planning to flee the jurisdiction of the court with the children.

11. DISQUALIFICATION BY COURT INTERVENTION

- a. We understand that the representation of our professional team is limited to the Collaborative Law process and that no member of our team can ever represent us in a proceeding again the other spouse.
- b. In the event that a court filing is unavoidable, both attorneys will be disqualified from representing either client.
- c. In the event the Collaborative Divorce process terminates, all members of the team and all consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing (or as stated above).

12. PLEDGE

- a. Each of us and the core Collaborative Team members hereby pledge to comply with and to promote the spirit and written word of this document.

Date: _____

Petitioner

Date: _____

Respondent

Date: _____

Attorney for Petitioner

Date: _____

Attorney for Respondent

Date: _____

Coach for Petitioner

Date: _____

Coach for Respondent

Date: _____

Financial Professional

Date: _____

Child Expert

Date: _____

Date: _____
