

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Self Represented

NEVADA COUNTY COURTS
IN AND FOR THE STATE OF CALIFORNIA

In re Matter of:)	Case No.
)	
)	STIPULATION TO
Petitioner,)	DESIGNATE MATTER AS
)	COLLABORATIVE
and)	PROCEEDING AND ORDER
)	THEREON
)	
)	
<u>Respondent.</u>)	

Petitioner, _____, In Pro Per, and Respondent, _____,

In Pro Per, each stipulate and request that Court make and enter an Order as follows:

1. _____ Petitioner's Attorney Name, Attorney at Law, has been retained by Petitioner to advise and counsel Petitioner during the course of the above-entitled proceeding; and _____ Respondent's Attorney's Name, Attorney at Law, has been retained by Respondent to advise and counsel Respondent during the course of the above-entitled proceeding.
2. Neither attorney will become the attorney of record for his / her client in the above-entitled proceeding.
3. If either attorney is the attorney of record for a party opting into the collaborative process, that attorney's Substitution of Attorneys placing the party as self represented will be served and filed before this Stipulation is submitted to the Court for approval. If either attorney is or ever has been an attorney of record for a party, that attorney will be bound by this Stipulation and Order

1 as though such representation had not existed.

2 4. Notwithstanding the status of the parties as self represented, each attorney agrees to
3 be bound by the terms and provisions of this Stipulation and Order. Each attorney named above, and
4 any attorney "in association" with that attorney, is forever disqualified from appearing as attorney
5 of record for any party to the above-entitled proceeding or in any other contested Family Law matter
6 involving these parties, such as a proceeding or action for dissolution of marriage or domestic
7 partnership, or parentage, modification or enforcement of Judgments or Orders, writs and/or appeals.
8 This disqualification shall survive the term of this Stipulation and Order. An attorney shall be
9 deemed "in association" if, at any time during the pendency of the above-entitled proceeding, that
10 attorney is the employer or employee of, or co-employee of a named attorney or law firm has an
11 office or staff sharing arrangement or has consulted with collaborative counsel.

12 *Designation as Collaborative Law Matter*

13 5. All parties, attorneys and other collaborative professionals in this matter, agree to treat
14 this matter as a Collaborative Law case and shall abstain from any appearance of a dual relationship.
15 The Collaborative Professionals include (but are not necessarily limited to) the attorneys for each
16 party, the coaches for each party, financial professionals, therapists, child experts, valuation experts,
17 vocational consultants, private investigators, doctors and other experts. These shall be referred to as
18 Collaborative Professionals. The Collaborative Team, or the Team. The term "Team" includes all
19 of the Collaborative Professionals for this case, and the parties. It shall include future Team Members
20 as soon as those members have been selected, retained, and have agreed in writing to participate in
21 this process.

22 6. Each member of the Collaborative Team will sign an agreement to be bound by this
23 Stipulation, and the Principles and Guidelines consistent with the rules of his or her profession. Each
24 shall act in good faith to comply with the procedures and requirements set forth in those documents.

25 7. The parties shall select and retain their initial Collaborative Professionals within 30
26 days of signing this agreement.

27 8. In this matter, at the initial stage, the Collaborative Professionals shall be as stated on
28 the attached Exhibit A.

1 or other orders documenting or facilitating agreements reached.

2 16. All discovery requests shall be made informally. No motion to compel or for sanctions
3 is available for any discovery requests made during the term of this Stipulation. Unless otherwise
4 agreed, responses to discovery or information requests will be made in writing within 30 days of the
5 request. For requests resulting in an original written response form a party, said response shall be
6 made by the responding party under penalty of perjury or verified by the responding party.

7 *Family Court Services*

8 17. In the event that the parties agree to refer any parenting issue to Family Court Services
9 or to a private mediator selected by the parties, no action beyond mediation shall occur except that
10 mediated agreements may be entered as parenting plan orders pursuant to local rule.

11 *Fees and Costs*

12 18. The Court may award professional fees and costs and impose sanctions pursuant to
13 the *California Code of Civil Procedure*, the *California Family Code* and any other applicable law in
14 the event that it finds that either party has (1) used the Collaborative law Process in bad faith for the
15 purpose of unilateral delay or (2) engaged in any concealment, misrepresentation or perpetuation of
16 the same in any way that materially and adversely affects the rights of the other party.

17 *Confidentiality, Statements and Work of Parties and Team Members*

18 19. Other than:

- 19 a. statements and information contained in the Declarations of Disclosure,
20 Income and Expense Declarations, or other mandatory Court documents,
21 b. responses to discovery requests as stated above,
22 c. as required by duly issued process in a criminal proceeding,
23 d. mandatory reporting pursuant to the professional's ethical obligations, or
24 e. as otherwise specifically set forth in this Stipulation,

25 all written and oral communications or work product communicated between or among Team
26 Members shall be deemed privileged and not subject to discovery in any subsequent civil proceeding.
27 No such communications will be deemed a waiver of the privilege. The privileges and protections
28 created in this Stipulation and Order shall continue and remain in full force and effect after the term

1 of this Stipulation.

2 20. Declarations of Disclosure and documents signed under penalty or perjury shall not
3 be confidential. Stipulations filed with the Court shall **not** be confidential.

4 21. Notwithstanding the above, the following shall **not** be privileged and may be
5 disclosed: statements by a party which indicate an intent to endanger the health or safety of the other
6 party or any children of a party, or to commit irreparable economic damage to the property of a party,
7 statements relevant to the issue of breach of a duty arising out of an attorney / client relationship.

8 22. Additionally, as a specific exception to the provisions for privilege and confidentiality
9 set forth above, the parties agree that any interim or temporary agreements they make during the
10 collaborative process may be memorialized in writing and signed by them. If signed, such agreements
11 shall be fully enforceable according to their terms and may be disclosed as necessary to ensure
12 compliance by a party, and /or enforcement by a Court or appropriate governmental agency.

13 *Termination of Collaborative Case Status*

14 23. A party may unilaterally and with or without cause terminate the Collaborative Law
15 status of this case and the effects of this Stipulation and Order by filing a Termination Election with
16 a proof of service on all other members of the Collaborative Team.

17 24. A Collaborative Professional may withdraw from the case by filing a Notice of
18 Withdrawal of Professional with a proof of service on all other members of the Collaborative Team,
19 although the withdrawal of a professional shall not constitute termination of the Collaborative Case
20 status so long as the professional's role on the team is filled by another qualified professional who
21 agrees to be bound by this Stipulation and the Order and the Principles and Guidelines within 30 days
22 or such longer time as granted by the consent of the other party.

23 25. Upon termination of the Collaborative law Process or withdrawal of a professional,
24 the affected professional will promptly cooperate to facilitate the transfer of the matter to the
25 appropriate successor professional.

26 26. Except for an *ex parte* request for emergency protective orders, or order shortening
27 time supported by factual basis describing imminent or threatened harm to the safety or welfare of
28 a party or a child, violation of the standard automatic restraining orders, or imminent danger of

1 irreparable economic damage to the property or a party, no party may serve any adversarial request
2 for orders, or proceeding, including Request to Enter Default or At Issue Memo until at least fifteen
3 days after service of the Termination Election by a party or withdrawal by a professional. Any filing
4 under this paragraph shall be deemed a Termination Election under this Stipulation and Order.

5 *Notices*

6 27. Any notice or document required to be served by the provisions of this Stipulation and
7 Order may be personally served, or shall be deemed to be served five (5) days after deposit in the
8 United States mail, addressed to the addresses of record of the applicable Team members. Any Team
9 member may change address or contact information by giving written notice of a change to all of the
10 other Team members.

11 Dated: _____

Petitioner

14 Dated: _____

Respondent

17 Dated: _____

Collaborative Attorney for Petitioner

20 Dated: _____

Collaborative Attorney for Respondent

23 **Order**

24 **Based on the Stipulation of the parties set forth above, the Court**
25 **approves the terms of the Stipulation and orders the parties to**
26 **comply with all of its terms and provisions.**

27 Dated: _____

Judge of the Nevada County Courts

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A
Team Roster

	Petitioner's Team	Respondent's Team
Party		
Address		
Phone / Facsimile		
Email		
Attorney		
Address		
Phone / Facsimile		
Email		
Coach		
Address		
Phone / Facsimile		
Email		
	Agreed Neutrals	
Financial Professional		
Address		
Phone / Facsimile		
Email		
Child Specialist		
Address		
Phone / Facsimile		
Email		

Other agreed Team Members (if any) on additional page.