

1 {Client name}, in pro per
2 c/o Attorney name here

3
4 Collaborative Attorneys for {client name}

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6
7 **SUPERIOR COURT OF CALIFORNIA COUNTY OF FRESNO**

8 **CENTRAL DIVISION (FAMILY LAW)**

9 * * * * *

10 **In re the Marriage of**

CASE No.

11 **Petitioner:**

**STIPULATION AND ORDER RE:
12 COLLABORATIVE LAW CASE
13 MANAGEMENT**

13 **and**

14 **Respondent**

15
16 Petitioner, <name>, and Respondent, <name>, and their respective collaborative
17 law attorneys, each stipulate that the Orders set forth below shall remain in effect until
18 modified by written agreement signed by both parties or further court order, whichever first
19 occurs. This stipulation is intended to be a binding court order when signed by the parties; it
20 shall thereafter be filed with the court in the parties' action for marital dissolution.

21 **ATTORNEY REPRESENTATION**

22 1. <Name> (Petitioner's attorney) has been retained by Petitioner to advise
23 Petitioner during the course of this collaborative law process; and <name> (Respondent's
24 attorney) has been retained by Respondent to advise Respondent during the course of this
25 collaborative law process. Neither attorney is attorney of record in this proceeding and each
26 attorney named above agrees to be bound by the terms and provisions of this Stipulation and
27 Order.

28 Each attorney named above, and any attorney "in association" with such attorney is

1 forever disqualified from appearing as attorney of record for any party to this proceeding or in
2 any other Family Law case involving such parties, including, but not limited to, proceedings or
3 actions for dissolution of marriage, parentage, modification or enforcement of Judgments or
4 Orders, writs and/or appeals. This disqualification shall survive the term of this Stipulation
5 and Order. An attorney shall be deemed “in association” if, at any time during the pendency of
6 these proceedings, such attorney is the employer or employee of, or co-employee with, or
7 shares a relationship of independent contractor status with any attorney named above.

8 Petitioner having hired as his/her collaborative law attorney <name> and Respondent
9 having hired as his/her collaborative law attorney <name> recognize that each such attorney is
10 a sole practitioner operating independently from all other attorneys in CENTRAL VALLEY
11 COLLABORATIVE LAW AFFILIATES (CVCLA).

12 **COLLABORATIVE LAW MATTER**

13 2. All parties and attorneys agree to treat this matter as a Collaborative Law case.
14 Each party and each attorney acknowledges that s/he has read and understands the document
15 entitled *Principles and Guidelines for the Practice of Collaborative Law*, and agrees to act in
16 good faith to comply with the recommendations set forth in that document.

17 3. For so long as this Stipulation and Order is in effect, the parties and attorneys
18 agree to devote all of their efforts to a negotiated settlement in an efficient, cooperative manner
19 pursuant to the terms of this Stipulation, and agree that any party or attorney named in this
20 Stipulation will not prepare or file any document requesting intervention by the court,
21 including, but not limited to, a Request to Enter Default, Notice of Motion, Order to Show
22 Cause or At-Issue Memorandum, except as otherwise specifically permitted below.

23 **MUTUAL STANDARD RESTRAINING ORDERS**

24 4. Both parties agree that commencing immediately:
25 • Each is restrained from removing their minor child(ren) from the state of
26 California without the prior written consent of the other or order of court.
27 • Each is restrained from borrowing against, canceling transferring, disposing of,
28 or changing the beneficiaries of any insurance or other coverage including life, health,

1 automobile, and/or disability held for the benefit of the parties or their minor children.

2 • Each is restrained from transferring, encumbering, hypothecating, concealing, or
3 in any way disposing of any property, real or personal, whether community, quasi-community,
4 or separate, without the written consent of the other party, or an order of court, except in the
5 usual course of business or for the necessities of life.

6 • Each party will notify the other of any proposed extraordinary expenditures at
7 least five business days prior to incurring these extraordinary expenditures and account to the
8 court for all extraordinary expenditures made after these restraining orders are effective.

9 However, nothing in this Stipulation and Order precludes either party from using community
10 property to pay reasonable attorney's fees in order to retain and maintain legal counsel in the
11 action.

12 • Each is restrained from creating a non-probate transfer or modifying a non-
13 probate transfer in a manner than affects the disposition of property subject to the transfer,
14 without the written consent of the other party or an order of the court, except that the following
15 actions are permitted:

16 (a) The creation, modification, or revocation of a Will;

17 (b) Revocation of a non-probate transfer, including a revocable trust,
18 pursuant to the instrument, provided that notice of the change is filed and served on the other
19 party before the change takes effect;

20 (c) Elimination of a right of survivorship to property, provided that
21 notice of the change is filed and served on the other party before the change takes effect.

22 • Neither party will incur any debts or liabilities for which the other may be held
23 responsible, other than in the ordinary course of business or for the necessities of life.

24 **ALL PURPOSE JUDGE ASSIGNMENT**

25 5. In the event of a Termination of the Collaborative Law process, as described below,
26 this case will be assigned to the Family Law Department as in non-collaborative cases.

27 **EXPERTS AND OTHER PROFESSIONALS**

28 6. A. Testimony Except upon the mutual written agreement of the parties to the

1 contrary, any person or firm retained by either party or attorney, or whose work product is used
2 by either party or attorney, during the term of this Stipulation and Order, is forever disqualified
3 from appearing as an expert witness for either party to testify as to any matter related to such
4 person's or firm's work product in this Collaborative Law process. All notes, work papers,
5 summaries and reports shall be inadmissible as evidence in any proceeding involving these
6 parties, unless the parties otherwise agree in writing, but shall be furnished to successor counsel
7 and shall be available for non-evidentiary use in litigated proceedings. Such persons or firms
8 include, but are not limited to, accountants, attorneys, therapists, personal or real property
9 valuation experts, vocational consultants, private investigators, doctors, etc.
10 Notwithstanding the foregoing limitations, any such persons or firms may appear to give
11 testimony solely as percipient witnesses.

12 B. Scope The use of other professionals to help achieve settlement or resolution of
13 issues in this case is not a violation of the *Principles and Guidelines for the Practice of*
14 *Collaborative Law* so long as the professional does not decide issues.

15 DISCLOSURE AND DISCOVERY

16 7. Both parties shall timely serve their respective Preliminary and Final Disclosure
17 Declarations as provided under the California Family Code and shall provide each other with
18 any written authorizations requested which may be required in order to obtain information or
19 documentation, or to prepare Qualified Domestic Relations Orders or other orders facilitating
20 agreements reached. **The parties acknowledge and understand that honesty and the full**
21 **disclosure of all relevant information is an integral factor in the success of a Collaborative**
22 **Law case.**

23 8. **All discovery requests shall be made informally.** No motion to compel or for
24 sanctions is available for any discovery requests made during the term of this Stipulation and
25 Order. Responses to any discovery requests should be made within the time limits prescribed
26 by applicable statute or local rule of court. **All responses to discovery requests (whether**
27 **formal or informal) shall be under penalty of perjury or verified by the responding party.**
28

1 **ATTORNEYS' FEES**

2 9. The Court may award attorney fees and impose sanctions pursuant to the
3 California Code of Civil Procedure, the Family Code, of any other statute the Court deems
4 appropriate, in the event any party has: (a) used the Collaborative Law process in bad faith for
5 the purpose of unilateral delay, or (b) engaged in any concealment, misrepresentation, or
6 perpetuation of the same in any way that materially and adversely affects the rights of the other
7 party.

8
9 **STATEMENTS OF PARTIES AND ATTORNEYS**

10 10. All written and oral communications or work product communicated between or
11 by any party, attorney, witness or other person or firm retained by a party during the pendency
12 of the Collaborative Law proceedings shall be deemed privileged, confidential and inadmissible
13 for any purpose in any subsequent proceeding, and no such communications shall be deemed a
14 waiver of any privilege or confidentiality thereof. Provided however, the following matters
15 shall not be considered privileged or confidential, and may be disclosed in court proceedings:

16 (a) Preliminary and Final Declarations of Disclosure and Income and
17 Expense Declarations

18 (b) Any interim or temporary agreements made regarding the
19 child(ren) (e.g., timeshare, parenting responsibility, use of outside professionals), spousal
20 support, child support or other financial arrangements may be memorialized in writing, and if
21 so, shall be fully enforceable according to their terms, and if necessary, may be disclosed to
22 ensure compliance by a party, enforcement by the court or appropriate governmental agency.

23 (c) Statements by any party which indicate an intent or disposition to
24 endanger the health or safety of the other party or any other person, to commit irreparable
25 economic damage to the property of a party, or statements relevant to an issue of breach, by the
26 attorney or the client, of any duty arising out of the attorney-client relationship.

27 **TERMINATION OF COLLABORATIVE STATUS**

28 11. Either party may unilaterally and without cause terminate the Collaborative Law

1 status of this case and the effect of this Stipulation and Order by filing a Termination Election
2 with a proof of service on all other participants in the proceeding.

3 12. Either attorney may withdraw from this matter unilaterally by giving written
4 notice of such election to all other participants in the proceeding and by filing a Notice of
5 Withdrawal with a proof of service on all other parties in the proceeding. Unless specifically
6 so designated, such Notice of Withdrawal shall not constitute a Termination Election under
7 Paragraph 11, above. The party losing his/her attorney may continue in the Collaborative Law
8 process by retaining a new Collaborative Law attorney who will agree in writing to be bound
9 by this Stipulation and Order and the above-referenced *Principles and Guidelines for the*
10 *Practice of Collaborative Law*.

11 13. Upon termination of the process or withdrawal of any counsel, such affected
12 attorney will promptly cooperate to facilitate the transfer of the client's matter to successor
13 counsel.

14 14. No party may serve any Request to Enter Default or At-Issue Memorandum
15 until the expiration of fifteen (15) days after service of a Termination Election under Paragraph
16 11 above, or a Notice of Withdrawal containing a Termination Election under Paragraph 12
17 above. Except as provided in Paragraph 15 below, no hearing on any Notice of Motion or Order
18 to Show Cause may be scheduled to occur prior to the expiration of forty-five (45) days after
19 service of a Termination Election. The parties do not waive their right to seek the assistance of
20 the Superior Court named above; however, any resort to litigation, including any appeal of any
21 order made by a private judge, results in the automatic termination of the Collaborative Law
22 process, on the date any application to the Superior Court for its orders or notice of intent to
23 appeal is signed or otherwise made.

24 15. Notwithstanding Paragraphs 3 and 14 above, a party may file an Ex Parte
25 request for a Temporary Restraining Orders, or Order Shortening Time, supported by a
26 Declaration describing imminent action by any party which involves: (a) a violation of any of
27 the above-listed Restraining Orders; (b) a threat to the safety or welfare of any party or children
28 of the parties; or (c) imminent danger or irreparable economic damage to the property of either

1 party. In such cases, the other party shall be given five (5) business days Notice of any hearing
2 or other action unless the Court deems, for good cause, that a shorter Notice period, or no
3 Notice at all, is appropriate. Any filing under this Paragraph shall be deemed a Termination
4 Election under this Stipulation and Order.

5 **NOTICE**

6 16. Any Notice or document required to be served hereunder may be personally
7 served or shall be deemed served five (5) days after deposit in the United States mail, first
8 class, postage prepaid, addressed to the parties at the addresses listed for each below.

9 17. Either party or attorney may change his /her address by giving written notice of
10 such change to all other parties named below.

11
12 Dated: _____

Dated: _____

13
14 _____
15 HUSBAND

16
17 Dated: _____

Dated: _____

18
19 _____
20 [name],
Collaborative Attorney for Husband

21 **ORDER**

22 Based upon the Stipulation of the parties set forth above, the Court approves the terms of the
23 Stipulation and orders the parties to comply with all of its terms and provisions.

24 IT IS SO ORDERED.

25 Dated: _____

26
27
28 _____
JUDGE OF THE SUPERIOR COURT