1 2	JAMES DOE 123 Main Street
3	Anywhere, CA 90000 (760)123-4567
4	Attorney In Pro Per
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8	SUPERIOR COURT OF THE STATE OF CALIFORNIA
9	FOR THE COUNTY OF RIVERSIDE
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11	IN RE MARRIAGE OF:) CASE NUMBER :
12	PETITIONER: JAMES DOE STIPULATION AND ORDER RE
13	and COLLABORATIVE LAW CASE
14	RESPONDENT: JANE DOE (California Family Law § 2013)
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18	STIPULATION
19	Petitioner, JAMES DOE, and Respondent, JANE DOE, hereby stipulate
20	and agree to the Orders set forth below. Said Orders shall remain in effect until
21	and unless modified by a written agreement signed by both parties or further
22	Order of Court, whichever first occurs. The parties further stipulate that a
23	Commissioner sitting as a Judge Pro Tempore may enter said Orders.
24	<u>ORDERS</u>
25	Collaborative Law Matter:
26	1. Both parties agree to treat this matter as a collaborative law case
27	within the meaning of Family Code § 2013. Family Code § 2013 states as
28	follows:

- (a) If a written agreement is entered into by the parties, the parties may utilize a collaborative law process to resolve any matter governed by this code over which the court is granted jurisdiction pursuant to Section 2000.
- (b) "Collaborative law process" means the 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 subdivision (a) on an agreed basis without resorting to adversary judicial intervention.

Each party acknowledges that he or she has read and understands the document entitled "Principles and Guidelines for the Collaborative Law Processes for Collaborative Mediation," attached hereto as **Exhibit "A,"** and agrees to act in good faith to comply with the recommendations set forth in that document.

- 2. Both parties are presently unrepresented by legal counsel. Thurman W. Arnold III is acting as a neutral Collaborative Mediator in these proceedings pursuant to the Collaborative Mediation Agreement dated ______.
- 3. For so long as this matter remains a collaborative law case the parties agree to devote their best efforts to attempt to reach a negotiated settlement in an efficient, cooperative manner consistent with the terms of Exhibit "A" and these Orders, and agree that neither party nor any present or future attorney, if any, on his/her behalf will file any document requesting intervention by the Court including, but not limited to, the following: Request to Enter Default, Notice of Motion, Order to Show Cause or Request for Trial Setting, except as otherwise specifically permitted below.
 - 4. Commencing immediately:
- (a) Each party is restrained from removing the minor child or children of the 18 parties, if any, from the State of California without the prior written consent of the other party or 19 an order of the court;
- (b) Each party is restrained from cashing, borrowing against, canceling, transferring, disposing or changing the beneficiaries of any insurance or other coverage including life, health, automobile, and disability held for the

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- 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 non-probate transfer or modifying a non-probate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or order of the court. Before revocation of a non-probate 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 shall notify to 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. However, each party may use community property, quasi-community property, or the party's own separate property to pay for an attorney or to pay for court costs.
- In addition, the parties are informed of the contents of Family Code § 5. 2040 and understand they are bound by them.

Consultants:

6. Except upon the written agreement of the parties to the contrary, the Collaborative Mediator and any person or firm retained by either party or his/her attorney (if any), or whose work product is used by either party or his/her attorney (if any), during the collaborative law process, is forever disqualified from appearing as a witness for either party, a child of the parties, or the court to testify as to any matter related to such person's or firm's work product. 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, but these shall be furnished to successor attorneys (if any) who will be deemed successors in interest to the confidentiality obligations between parties as set forth hereinbelow. Such persons or firms referred to above include, but are not limited to, accountants, attorneys, therapists, Mediators, personal or real property valuation experts, vocational consultants, private investigators, doctors or any other persons retained or employed by the parties or their attorneys in the collaborative law process.

Disclosure and Discovery:

- 7. Each party shall timely serve his/her respective Preliminary and Final Disclosure Declarations as provided under the California Family Code and shall provide each other with any written authorization which may be required in order to obtain information or documentation, or to prepare a Qualified Domestic Relations Orders or other orders facilitating agreements reached.
- 8. All discovery requests shall be made informally. 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. If requested, responses to any discovery requests should be made in the manner prescribed, and within the time limits prescribed, by applicable statute. If requested, responses to discovery requests shall be under penalty of perjury or verified by the party responding.

Settlement Documents:

9. All documents expressly identified and entitled "For Settlement Purposes Only in the Collaborative Law Process" or "Team Communication" shall be inadmissible for any purpose in any subsequent proceeding, except as otherwise agreed in writing between the parties.

Termination of Collaborative Status:

10. Either party may unilaterally and without cause terminate the

collaborative law process by giving written notice of such election to the other party and to the Collaborative Mediator, and by filing a copy of said Notice of Termination with the Court with a proof of service of a copy of such Notice of Termination to the other party in this matter. Said Notice simply needs to state the party's intention to terminate the collaborative law process.

Nature of Collaborative Mediation:

agreement-reaching process in which the Mediator assists the parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the Mediator has no power to decide disputed issues for the parties. The parties understand that the Mediator's objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties are also utilizing a neutral forensic accountant and have each engaged a Collaborative Divorce Coach.

Right of Consultation With Lawyer:

12. During the collaborative Mediation, the parties are each encouraged to consult or be represented by a lawyer at any time, especially before signing the final settlement agreement. Parties are entitled to the confidentiality of any communication with their attorney(s).

Mediator Represents Neither Party:

13. The Parties acknowledge that the Collaborative Mediator does not represent the interests of either party and is not acting as an attorney in these proceedings. The parties acknowledge that the purpose of Mediation is to facilitate the ultimate resolution and agreement between the parties regarding the issues, problems, and disputes presented in Mediation and that the Mediator does not act as an advocate, representative, fiduciary, lawyer, or therapist for either party.

Impartiality of Mediator:

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14. The parties acknowledge that, although the Mediator will be impartial and that the Mediator does not favor either party, there may be issues in which one party may be reasonable and the other may not be reasonable. The Mediator has a duty to assure a balanced dialogue and to diffuse any manipulative or intimidating tactics by either party.

Confidentiality:

15. It is understood between the parties and the Mediator that the Mediation shall be strictly confidential. Mediation discussions, written and oral communications, and draft resolutions, and any unsigned mediated agreements, stipulations, and all manner of writings exchanged as part of the Collaborative Process shall not be admissible in any court proceedings. Only a mediated agreement or other Stipulation, signed by both the parties, may be so admissible. The parties further agree not to seek to or otherwise call the Mediator, or any other collaborative professionals engaged in their Collaborative Process, to testify concerning the Mediation, the Mediation process, or communications exchanged within the Mediation process, or to provide any materials from the Mediation in any court proceeding between the parties. Settlement discussions between the parties outside the presence of the Mediator, and including those that take place with the other collaborative professionals engaged by the parties within the Collaborative Process, shall likewise be inadmissible for all purposes. The Mediation is considered by the parties, the collaborative professionals, and the Mediator as settlement negotiations. The parties understand that the Mediator has an ethical responsibility to break confidentiality if he or she suspects another person may be in danger or harm. The only other exceptions to this confidentiality of the Mediation are with regard to the Mediator's duty to report reasonable suspicion of child abuse and domestic violence; the Mediator's ability to defend himself or herself in any legal action; in the event of a joint written waiver of confidentiality by the parties; or otherwise as may be required by law.

16. It is expressly agreed and understoodd that confidentiality in this Mediation is governed by California Evidence Code §§ 1115 -1128. The Mediator will supply these statutes to the parties upon request. These obligations shall be binding upon the successors in interest of the parties, including their legal and other representatives.

Right of Mediator to Withdraw:

17. The parties understand that the Mediator will attempt to resolve any outstanding disputes among the parties as long as both parties make a good-faith effort to reach an agreement based on fairness to both parties. Parties must be willing and able to participate in the process. The mediated agreement requires compromise, and the parties agree to attempt to be flexible and open to new possibilities for a resolution of the dispute. If the Mediator, in his or her professional judgment, concludes that agreement is not possible or that continuation of the Mediation process would harm or prejudice one or all of the participants, the Mediator shall withdraw and the Mediation shall conclude and terminate.

Voluntary Disclosure of Possible Prejudicial Information:

18. The parties agree that, while Mediation is in progress, full disclosure of all information is essential to a successful resolution of the issues. Since the court process may not be used to compel information, any agreement made through Mediation may be rescinded in whole or in part if one party fails to disclose relevant information during the Mediation process. Since the voluntary disclosure of this information may give one party an advantage that may not have been obtained through the traditional adversarial process, the parties agree to release and hold harmless the Mediator from any liability or damages caused by voluntary disclosure of prejudicial information in the Mediation process that may be used in subsequent negotiations or court proceedings. The Mediator has no power to order or bind third parties to not to disclose information furnished during

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Filing of Court Documents:

- 19. Once an agreement is reached, in whole or in part whether by Stipulation or otherwise, or if at any time the parties desire to file any court documents to confirm the agreement and to obtain a court order or judgment based thereon, the parties authorize the Mediator to prepare court papers and to monitor all paperwork through the court system. In performing such work, Mediator is performing its neutral Mediator function and will take no action without the mutual agreement and authorization of all parties.
- 20. Nothing in this Order shall limit the right of either party to seek the assistance of the Court for appropriate orders. 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, effective on the date any application to the Court or Notice of Intent to Appeal is filed.

Notices:

- 21. Notice or documents required to be served hereunder shall be served as follows:
 - (a) By personal delivery;
 - By facsimile pursuant to Code of Civil Procedure §2008(b); or (b)
 - (c) By mail pursuant to Code of Civil Procedure §1013.
- Said Notices must be served upon the Mediator as well as both the parties.
- 22. We each agree and stipulate to be bound by the terms set forth hereinabove.

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2	23. Nothing in this Stipulation shall be interpreted as binding the Court in
3	any manner contrary to law.
4	Dated:
5	JAMES DOE, PETITIONER
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7	Dated:
8	JANE DOE, RESPONDENT
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10	<u>ORDER</u>
11	Good cause appearing, it is so ordered.
12	DATED:
13	JUDGE/JUDGE PRO TEM SUPERIOR COURT
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	STIPULATION AND ORDER RE COLLABORATIVE LAW CASE