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5 **Attorney In Pro Per**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10
11 IN RE MARRIAGE OF:)

12 PETITIONER: JAMES DOE)

13 and)

14 RESPONDENT: JANE DOE)
15)
16)
17)

CASE NUMBER :

**STIPULATION AND ORDER RE
COLLABORATIVE LAW CASE**

[California Family Law § 2013]

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 **ORDERS**

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:

1 (a) If a written agreement is entered into by the parties, the parties may
2 utilize a collaborative law process to resolve any matter governed by this
code over which the court is granted jurisdiction pursuant to Section 2000.

3 (b) "Collaborative law process" means the process in which the parties and
4 any professionals engaged by the parties to assist them agree in writing to
5 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.

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

11 2. Both parties are presently unrepresented by legal counsel. Thurman
12 W. Arnold III is acting as a neutral Collaborative Mediator in these proceedings
13 pursuant to the Collaborative Mediation Agreement dated _____.

14 3. For so long as this matter remains a collaborative law case the
15 parties agree to devote their best efforts to attempt to reach a negotiated
16 settlement in an efficient, cooperative manner consistent with the terms of Exhibit
17 "A" and these Orders, and agree that neither party nor any present or future
18 attorney, if any, on his/her behalf will file any document requesting intervention by
19 the Court including, but not limited to, the following: Request to Enter Default,
20 Notice of Motion, Order to Show Cause or Request for Trial Setting, except as
21 otherwise specifically permitted below.

22 4. Commencing immediately:

23 (a) Each party is restrained from removing the minor child or
24 children of the 18 parties, if any, from the State of California without the prior
25 written consent of the other party or 19 an order of the court;

26 (b) Each party is restrained from cashing, borrowing against,
27 canceling, transferring, disposing or changing the beneficiaries of any insurance
28 or other coverage including life, health, automobile, and disability held for the

1 benefit of the parties and their minor child or children;

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

7 (d) Each party is restrained from creating a non-probate transfer
8 or modifying a non-probate transfer in a manner that affects the disposition of
9 property subject to the transfer, without the written consent of the other party or
10 order of the court. Before revocation of a non-probate transfer can take effect, or
11 a right of survivorship to property can be eliminated, notice of the change must be
12 filed and served on the other party; and

13 (e) Each party shall notify to notify the other of any proposed
14 extraordinary expenditures at least five business days prior to incurring these
15 extraordinary expenditures and account to the court for all extraordinary
16 expenditures. However, each party may use community property,
17 quasi-community property, or the party's own separate property to pay for an
18 attorney or to pay for court costs.

19 5. In addition, the parties are informed of the contents of Family Code §
20 2040 and understand they are bound by them.

21 **Consultants:**

22 6. Except upon the written agreement of the parties to the contrary, the
23 Collaborative Mediator and any person or firm retained by either party or his/her
24 attorney (if any), or whose work product is used by either party or his/her attorney
25 (if any), during the collaborative law process, is forever disqualified from
26 appearing as a witness for either party, a child of the parties, or the court to testify
27 as to any matter related to such person's or firm's work product. All notes, work
28 papers, summaries and reports shall be inadmissible as evidence in any

1 proceeding involving these parties unless the parties agree otherwise in writing,
2 but these shall be furnished to successor attorneys (if any) who will be deemed
3 successors in interest to the confidentiality obligations between parties as set
4 forth hereinbelow. Such persons or firms referred to above include, but are not
5 limited to, accountants, attorneys, therapists, Mediators, personal or real property
6 valuation experts, vocational consultants, private investigators, doctors or any
7 other persons retained or employed by the parties or their attorneys in the
8 collaborative law process.

9 **Disclosure and Discovery:**

10 7. Each party shall timely serve his/her respective Preliminary and
11 Final Disclosure Declarations as provided under the California Family Code and
12 shall provide each other with any written authorization which may be required in
13 order to obtain information or documentation, or to prepare a Qualified Domestic
14 Relations Orders or other orders facilitating agreements reached.

15 8. All discovery requests shall be made informally. No motion to
16 compel or motion for sanctions shall be available for any discovery requests
17 made so long as this matter is a collaborative law case. If requested, responses
18 to any discovery requests should be made in the manner prescribed, and within
19 the time limits prescribed, by applicable statute. If requested, responses to
20 discovery requests shall be under penalty of perjury or verified by the party
21 responding.

22 **Settlement Documents:**

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

27 **Termination of Collaborative Status:**

28 10. Either party may unilaterally and without cause terminate the

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

6 **Nature of Collaborative Mediation:**

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

15 **Right of Consultation With Lawyer:**

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

20 **Mediator Represents Neither Party:**

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

28 **Impartiality of Mediator:**

1 Mediation.

2 **Filing of Court Documents:**

3 19. Once an agreement is reached, in whole or in part whether by
4 Stipulation or otherwise, or if at any time the parties desire to file any court
5 documents to confirm the agreement and to obtain a court order or judgment
6 based thereon, the parties authorize the Mediator to prepare court papers and to
7 monitor all paperwork through the court system. In performing such work,
8 Mediator is performing its neutral Mediator function and will take no action without
9 the mutual agreement and authorization of all parties.

10 20. Nothing in this Order shall limit the right of either party to seek
11 the assistance of the Court for appropriate orders. However, any unilateral
12 initiation of such litigation by either party, including any appeal of any Stipulated
13 Order, shall result in the automatic termination of the collaborative law process,
14 effective on the date any application to the Court or Notice of Intent to Appeal is
15 filed.

16 **Notices:**

17 21. Notice or documents required to be served hereunder shall be
18 served as follows:

- 19 (a) By personal delivery;
20 (b) By facsimile pursuant to Code of Civil Procedure §2008(b); or
21 (c) By mail pursuant to Code of Civil Procedure §1013.

22 Said Notices must be served upon the Mediator as well as both the parties.

23 22. We each agree and stipulate to be bound by the terms set forth
24 hereinabove.

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23. Nothing in this Stipulation shall be interpreted as binding the Court in any manner contrary to law.

Dated: _____
JAMES DOE, PETITIONER

Dated: _____
JANE DOE, RESPONDENT

ORDER

Good cause appearing, it is so ordered.

DATED: _____
JUDGE/JUDGE PRO TEM SUPERIOR COURT