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Collaborative Attorneys for Petitioner,

Collaborative Attorneys for Respondent,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

In re the Marriage of:

Petitioner:

and

Respondent:

) Case No.: BD
) Collaborative Law Case

**STIPULATION AND ORDER RE
COLLABORATIVE LAW CASE**

) [In Central District: Assign to
) Department 2 pursuant to
) Local Rule 14.26]

STIPULATION

Petitioner, _____ (hereinafter referred to as “_____”), and Respondent, _____ (hereinafter referred to as “_____”), stipulate to the Orders set forth below. Said Orders shall remain in effect until and unless modified by a written agreement signed by both parties or further Order of Court, whichever first occurs. The parties further stipulate that a Commissioner sitting as a Judge Pro Tempore may enter said Orders.

ORDERS

Attorney Representation:

1. _____, of _____, has been retained by _____ to advise him/her during the course of this proceeding and _____, of _____, has been retained by _____ to advise him/her during the course of this proceeding. Each attorney named above has agreed to be bound by the terms of these Orders. Each attorney named above, and any attorney in association with such attorney, is forever disqualified from appearing as an attorney of record in contested matters for either party named above in this proceeding or in any other family law matter involving both parties, including, but not limited to, proceedings or actions for dissolution, parentage, nullity, legal separation, modification, enforcement, writs and/or appeals. An attorney shall be deemed "in association" if, at any time during the pendency of these proceedings or future family law proceedings between these parties, such attorney is the employer or employee of, or co-employee with, or shares a relationship of partnership or independent contractor status with any attorney named above.

Notwithstanding the above, each attorney named above may appear as attorney of record for the parties in this proceeding.

Collaborative Law Matter:

2. Both parties agree to treat this matter as a collaborative law case. Each party acknowledges that he or she has read and understands the document entitled "*Principles and Guidelines for the Practice of Collaborative Law*," attached hereto as Exhibit "A", and agrees to act in good faith to comply with the recommendations set forth in that document.

3. For so long as this matter remains a collaborative law case, the parties agree to devote their efforts to attempt to reach a negotiated settlement in an efficient,

1 cooperative manner pursuant to the terms of these Orders, and agree that neither party
2 will file any document requesting intervention by the Court including, but not limited to, the
3 following: Request to Enter Default, Notice of Motion, Order to Show Cause or Request
4 for Trial Setting, except as otherwise specifically permitted below.

5
6 4. Commencing immediately:

7 (a) Each party is restrained from removing the minor child or children of
8 the parties, if any, from the state of California without the prior written
9 consent of the other party or an order of the court;

10
11 (b) Each party is restrained from cashing, borrowing against, canceling,
12 transferring, disposing of, or changing the beneficiaries of any insurance or
13 other coverage including life, health, automobile, and disability held for the
14 benefit of the parties and their minor child or children;

15
16 (c) Each party is restrained from transferring, encumbering,
17 hypothecating, concealing, or in any way disposing of any property, real or
18 personal, whether community, quasi-community, or separate, without the
19 written consent of the other party, or an order of the court, except in the
20 usual course of business or for the necessities of life;

21
22 (d) Each party is restrained from creating a non-probate transfer or
23 modifying a non-probate transfer in a manner that affects the disposition of
24 property subject to the transfer, without the written consent of the other
25 party or order of the court. Before revocation of a non-probate transfer can
26 take effect, or a right of survivorship to property can be eliminated, notice of
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1 the change must be filed and served on the other party; and

2 (e) Each party shall notify to notify the other of any proposed
3 extraordinary expenditures at least five business days prior to incurring
4 these extraordinary expenditures and account to the court for all
5 extraordinary expenditures. However, each party may use community
6 property, quasi-community property, or the party's own separate property to
7 pay for an attorney or to pay for court costs.
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10 **All Purpose Assignment:**

11 5. If filed in the Central District of the Los Angeles Superior Court, this matter
12 is assigned to Department 2 for all purposes so long as this matter remains a
13 collaborative law case. The words "Collaborative Law Case" shall be placed below the
14 case number in the case caption on all documents filed with the Court. In the event of the
15 termination of the collaborative law process, as described more fully below, this matter
16 may be assigned to another department as a non-collaborative law case.
17

18 **Consultants:**

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20 6. Except upon the written agreement of the parties to the contrary:

21 (a) Any person or firm retained by either party or his/her attorney, or
22 whose work product is used by either party or his/her attorney, during the
23 collaborative law process, is forever disqualified from appearing as a
24 witness for either party, a child(ren) of the parties, or the court to testify as
25 to any matter related to this matter and/or such person's or firm's work
26 product related thereto. All notes, work papers, summaries and reports
27 shall be inadmissible as evidence in any proceeding involving these parties
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1 unless the parties agree otherwise in writing, but shall be furnished to
2 successor attorneys.

3 (b) Such persons or firms referred to above include, but are not limited to,
4 accountants, financial specialists, attorneys, mental health professionals,
5 mediators, personal or real property valuation experts, vocational
6 consultants, private investigators, doctors or any other persons retained or
7 employed by the parties or their attorneys in the collaborative law process.
8

9 (c) All accountants, financial specialists, attorneys, mental health
10 professionals, mediators, personal or real property valuation experts,
11 vocational consultants, private investigators, doctors or any other third
12 persons retained or employed by the parties or their attorneys in the
13 collaborative law process, shall be jointly retained by both parties.
14

15 **Disclosure and Discovery:**

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

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

27 **Custody Mediation:**

28 9. If the parties attend conciliation court proceedings for the purpose of

1 mediating custody and/or visitation, such proceedings shall not constitute a contested
2 matter in violation of these Orders.

3 **Settlement Documents:**

4 10. All documents expressly identified and entitled "For Settlement Purposes
5 Only in the Collaborative Law Process" shall be inadmissible for any purpose in any
6 subsequent proceeding except as otherwise agreed in writing between the parties.

7 **Termination of Collaborative Status:**

8 11. Either party may unilaterally and without cause terminate the collaborative
9 law process by giving written notice of such election to the other party, and by filing a
10 copy of said Notice of Termination with the Court with a proof of service of a copy of such
11 Notice of Termination to the other party in this matter.

12 12. An attorney withdrawing from this matter for a party does not terminate the
13 collaborative law process. A party losing his or her attorney may not continue without an
14 attorney. A party losing his or her attorney shall retain a new attorney who shall agree in
15 writing to be bound by these Orders. If a new attorney is not retained, the other party
16 may elect to terminate the collaborative law process.

17 13. Upon a party's filing of said copy of the Notice of Termination with the Court,
18 the attorney's status as attorney for the party shall terminate without further notice.

19 14. Upon termination of the collaborative law process by a party, or upon the
20 withdrawal of any attorney, all affected attorneys will promptly cooperate to facilitate the
21 transfer of the party's file to the party or his/her successor attorney, if any, including,
22 without limitation, the delivery of correspondence, pleadings, documents, reports, and the
23 like.

24 15. Nothing in this Order shall limit the right of either party to seek the
25 assistance of the Court for appropriate orders. However, any unilateral initiation of such
26 litigation by either party, including any appeal of any Stipulated Order, shall result in the
27 automatic termination of the collaborative law process, on the date any application to the
28 Court or Notice of Intent to Appeal is filed.

1 **Notice:**

2 16. Notice or documents required to be served hereunder shall be served as
3 follows:

- 4 (a) By personal delivery to counsel;
- 5 (b) By facsimile pursuant to Code of Civil Procedure § 2008(b); or
- 6 (c) By mail pursuant to Code of Civil Procedure § 1013.

7 17. This Stipulation and Order may be signed in counter-part and by facsimile
8 by each party and shall have the same force and effect as an originally signed
9 Stipulation.

10 IT IS SO STIPULATED:

11 Dated: _____, 2006

Dated: _____, 2006

12
13 _____
14 Petitioner

15 APPROVED AS TO FORM AND CONTENT:

16 Dated: _____, 2006

Dated: _____, 2006

17 By: _____

By: _____

18
19
20 Attorneys for Petitioner

Attorneys for Respondent

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23 **ORDER**

24 Good cause appearing, it is so ordered.

25
26 Dated: _____, 2006

Judge/Judge Pro Tem of the Superior Court

PROVISIONALLY ADOPTED BY THE BOARD OF DIRECTORS
LOS ANGELES COLLABORATIVE FAMILY LAW ASSOCIATION
MARCH 21, 2006

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