

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

In re the marriage of
Petitioner: XXXXX XXXXXXXXX

NO. RF06_____ /
**STIPULATION REGARDING
COLLABORATIVE LAW PROCESS**

and

Respondent: XXXXX XXXXXXXXX

_____ /

Petitioner, and her collaborative counsel, Pauline Tesler, and Respondent, and his collaborative counsel, Eugene Seltzer, each stipulate as set forth below, and further stipulate that orders shall be entered as follows with shall remain un effect until and unless modified by written agreement signed by both parties or further court order, whichever first occurs. This stipulation is intended to be a binding court order upon being signed by the parties; it may thereafter be filed with the court in the parties' action for marital dissolution.

ATTORNEY REPRESENTATION

1. Pauline Tesler has been retained by Petitioner to advice Petitioner during the course of this proceeding and Eugene Seltzer has been retained by Respondent to advice Respondent during the course of this proceeding. Neither attorney is attorney of record in this proceeding. Each attorney named above agrees to be bound by the terms and

provisions of this Stipulation and Order. Each attorney named above and any attorney in association with such attorney, is forever disqualified from appearing as attorney of record 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, modification, enforcement, writs and/or appeals. This disqualification shall survive the term of this Stipulation and Order. An attorney shall be deemed “in association” if, at any time during the pendency of these proceedings or future family law proceedings between the parties, such attorney is the employer or employee of, or co-employee with, or share a relationship of independent contractor status with any attorney named above.

Notwithstanding the above, the attorneys named above may appear as counsel for record for purposes of filing the final judgment and/or other final documents reflecting the agreement of the parties, upon the entry of which they are immediately authorized to withdraw.

COLLABORATIVE LAW MATTER

2. Both parties and attorneys agree to treat this matter as a Collaborative Law Case. Each party and each attorney acknowledges that he or she has read and understands the document entitled “Principles and Guidelines of Collaborative Law,” and agrees to act in good faith to comply with the recommendations set forth in that document.

3. For so long as this Stipulation and Order is in effect, the parties and attorneys agree to devote all of their efforts to a negotiated settlement in the an efficient,

cooperative manner pursuant to the terms of this Stipulation, and agree that neither party nor attorney named in this Stipulation will file any document requesting intervention by the court, including but not limited to, a Request to Enter Default, Notice of Motion, order to Show Cause or At-Issue Memorandum, except as otherwise specifically permitted below.

4. Both parties agree that commencing immediately:

- ❖ Each is restrained from removing their minor child(ren) from the state of California without the prior written consent of the other or order of the court;
- ❖ Each is restrained from borrowing against, canceling transferring, disposing of, or changing the beneficiaries of any insurance or other coverage including life, health, automobile, and/or disability held for the benefit of the parties or their minor child or children;
- ❖ Each 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;
- ❖ Each party will 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 made after these restraining orders are effective. However, nothing in this Stipulation and Order precludes

either party from using community property to pay reasonable attorney's fees in order to retain and maintain legal counsel in this action.

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

EXPERT WITNESSES

6. Except upon the mutual written agreement of the parties to the contrary, any person or firm retained by either party or attorney, or whose work product is used by either party or attorney, during the term of this Stipulation and Order, is forever disqualified from appearing as an expert witness for either party to testify as to any matter related to such person's or firm's work product in the collaborative law process. All notes, work papers, summaries and reports shall be inadmissible as evidence in any proceeding involving these parties unless the parties agree otherwise, but shall be furnished to successor counsel and shall be available for no-evidentiary use in litigated proceedings. Such persons or firms include, but are not limited to, accountants, attorneys, therapists, personal or real property experts, vocational consultants, private investigators, doctors or any other persons retained or employed in the Collaborative Law process.

Notwithstanding the above, any such persons or firms may appear to give testimony solely as a percipient witness in a capacity which existed prior to the filing of the petition in this matter.

DISCLOSURE AND DISCOVERY

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

8. All discovery requests shall be made informally. No motion to compel or for sanctions is available for any discovery requests made during the term of this Stipulation and Order. Responses to any discovery requests should be made within the time limits prescribed by applicable statute or Local Rule. All responses to discovery requests shall be under penalty of perjury or verified by the party responding.

ATTORNEY'S FEES

9. The Court may impose sanctions under any applicable Family or Code of Civil Procedure section in the event any party or any attorney has (i) used the Collaborative Law Process in bad faith for the purpose of unilateral delay, or (ii) engaged in any concealment, misrepresentation, or perpetuation of the same in any way that materially and adversely affects the rights of the other party.

STATEMENTS OF PARTIES AND ATTORNEYS-CONFIDENTIALITY

10. All documents prepared for use in the Collaborative Law process and all communications made during the course of the collaborative process shall be deemed inadmissible for any purpose in any subsequent proceeding except as otherwise agreed between the parties, and no communications made within the process shall be deemed a waiver of any privilege of any party. Nonetheless, statements by any party which indicated an intent or disposition to endanger the health and safety of the other party, or of the children of either party, or to conceal or unilaterally change the residence of the child, or to commit irreparable economic damage to the property of either party, are not privileged. However neither collaborative lawyer, and no experts or consultants retained with the collaborative process, may give testimony in any court proceedings between the parties regarding any communications made within the collaborative process unless both parties agree otherwise in writing.

11. All financial information provided by the parties to this proceeding shall be held confidential and no disclosed to any persons other than designated professionals who are engaged to assist the parties in this process.

TERMINATION OF COLLABORATIVE STATUS

12. Either party or attorney may unilaterally and without cause terminat this Stipulation and Order by giving written notice of such election to all other parties (“Termination Election” hereafter) and by filing a Termination Election with a proof of service of a copy of such Termination Election to all other parties in the proceeding.

13. Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days’ written notice of such election to the other parties and attorneys. Notice of Withdrawal does not terminate the Collaborative Law process; the party losing his or her attorney may continue in the Collaborative Law process without an attorney, or may retain a new attorney who will agree in writing to be bound by this Stipulation and Order and the above-referenced Guidelines and Principles.

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

NOTICE

15. The parties do not waive the right to seek the assistance of the Superior Court named above; however, any resort to litigation, including any appeal or any order made by a private judge, results in the automatic termination of the Collaborative Law process, on the date any applicable of the Superior Court for its orders or notice of intent to appeal is signed or otherwise made.

16. This Stipulation may be attached to and or incorporated in the appropriate order regarding any matter to which it pertains, but does not depend upon filing or further court order in order to be effective between the parties and counsel who have signed it.

APPROVAL AS TO FORM AND CONTENT:

Dated: _____

XXXXXXXXXX
Petitioner

Dated: _____

PAULINE TESLER
Collaborative Attorney for Petitioner

Dated: _____

XXXXXXXXXX
Respondent

Dated: _____

EUGENE SELTZER
Collaborative Attorney for Respondent