

COLLABORATIVE LAW PARTICIPATION AGREEMENT

The Collaborative Law Process

Collaborative Law is a cooperative, voluntary conflict resolution process. Both attorneys and both parties acknowledge that the essence of Collaborative Law is the shared belief that it is in the best interest of the parties and their families to avoid adversarial proceedings, to commit themselves to resolving their differences with minimum conflict and to work together to create shared solutions to the issues. This process relies on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future wellbeing of the parties and their children.

The goal of Collaborative Law is to maximize the settlement options to both parties, to increase the abilities of the parties to communicate in a post-divorce relationship and to minimize, if not eliminate, the negative economic, social and emotional consequences to families of litigation.

In choosing Collaborative Law, we commit ourselves to resolving differences justly and equitably.

No Court or Other Intervention-Fully Sharing Information to Reach Settlement

By electing to employ a Collaborative Law process, we commit ourselves to settle this case without adversarial court involvement. We agree to give full, honest and open disclosure of all information, whether requested or not, and to engage in informal discussions and conferences to settle all issues. We agree to provide whatever releases are necessary to obtain information from accountants, pension and profit sharing plans and about financial assets and income.

We agree that the subpoena power may be necessary to obtain information neither has in his or her possession or control or which cannot be obtained by releases. This process anticipates the preparation and filing of the necessary court pleadings to effectuate the provisions of our agreements and complete the divorce.

Any settlement reached in this process is based upon the assumption that both parties have acted in good faith and have provided complete and accurate information to the best of their ability. If either party feels it necessary, the final Decree may include a statement that the parties have made full disclosure of all information which would materially affect the other party's acquiescence to the settlement reached.

Cautions

We understand that there is no guarantee of success. We further understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences that have led to the current conflict.

It is consistent with the Collaborative Law process that the parties act in their own best interest and a party's attorney will assist him or her in asserting his or her interests. Cooperation does not mean that a party must put the interests of the other party ahead of his or her best interests.

Participation with Integrity

We will work to protect the privacy and dignity of all involved in this process, including parties, attorneys and experts. Each participant will maintain a high standard of integrity; specifically participants shall not take advantage of the other participants, nor of the miscalculations, misperceptions or mistakes of others, but shall point them out and correct them.

Experts and Consultants

If we determine that the help of outside experts such as accountants, appraisers and mental health professionals are needed, those experts will be retained jointly, unless we otherwise agree. All such experts retained in this Collaborative Law process will be directed to work in a cooperative effort to resolve issues, and shall provide all their conclusions and results to all parties equally.

Mentoring/Mediation

We understand that our attorneys may suggest the involvement of another collaborative attorney to act as a mentor. Mentoring would only occur if our attorneys recommend it and we mutually agree to the mentoring attorney's participation. It would only occur to assist us and our attorneys in overcoming issues of apparent impasse and to provide suggestions as to how all of us could more effectively reach settlement. We understand that all collaborative attorneys are committed to this process. In the event a proposed mentor requires compensation, the compensation will be shared as we may agree. The mentor will be bound by the same principles of participation and confidentiality as all of us.

Issues Concerning Children

In resolving issues about sharing the enjoyment of and responsibility for children, the parties, attorneys and experts shall make every effort to reach amicable solutions that promote the children's best interest. We agree to act quickly to resolve differences related to the children and to promote a caring, loving and involved relationship between the children and both parents.

We agree to attend the "Divorce Education for Parents" class as quickly as possible.

We will insulate the children from our disputes. We will refrain from any negative comments about the other parent and will maintain an attitude of respect and cooperation toward each other.

Negotiations in Good Faith

We understand that the process, even with full and honest disclosure, will involve vigorous good-faith negotiation. Each of us will be expected to take reasoned positions in all disputes and where such positions differ, each of us will be encouraged to use our best efforts to create proposals that meet the fundamental needs of both of the parties and if necessary, to compromise to reach settlement of all issues.

Although we may discuss the likely outcome of a litigated result and should be informed of that, none of Vs will use threats of going to court as a way to force capitulation and settlement by the other.

Attorneys' Role

Each party is entitled to select the attorney of his or her choice, and the parties understand their attorneys are entitled to reasonable compensation. The allocation of marital assets to compensate attorneys will be resolved in this collaborative process.

The attorneys' role is to provide an organized framework that will assist the parties in reaching agreements. The attorneys will help the parties communicate with each other, identify issues, collect and help interpret data, locate experts, ask questions, make observations, suggest options, help parties express their needs, goals and feelings, check the workability of the proposed solutions and prepare and file all written paperwork for the court. Each attorney is independent from the other attorney and has been retained by only one party in the Collaborative Process.

Abuse of the Collaborative Process

We understand that our collaborative attorney will withdraw from this case as soon as possible upon learning that either of us has withheld or misrepresented information and failed to immediately correct the problem, or otherwise acted to undermine or take unfair advantage of the Collaborative Law process. Examples of such actions include secret disposition of property, failure to disclose assets, debts or income, abuse of the minor children or planning to flee with the children.

Disqualification of Attorney and Experts as a Result of Court Intervention

No attorney representing a party in the Collaborative Law process can represent that party in court in a proceeding against the other party in a related proceeding. In the event the parties desire to proceed adversarially in court, both attorneys are disqualified from representing the parties and shall immediately file a notice of withdrawal.

We understand that if the collaborative process is terminated, we will likely incur additional retainers for new counsel and our matter may be delayed while new attorneys become familiar with our case.

Termination of the Collaborative Law process will not, by itself, be grounds to disqualify as a witness, any expert who has participated in this collaborative process. However, the parties may agree in writing before retaining any expert for the collaborative process that the expert's participation is limited to the Collaborative Law process and that the expert will not be allowed to participate in any court proceedings if the collaborative process terminates.

Withdrawal of Attorney

We agree that either of our attorneys may withdraw at any time during the process for any reason.

The withdrawal of an attorney does not necessarily terminate the Collaborative Law process. If the attorney for either of us withdraws, either of us may continue in the collaborative process without an attorney or retain a new attorney who will agree in writing to be bound by this agreement.

Whether an attorney withdraws as a matter of right or because of disqualification because of court intervention, the attorneys agree that they will cooperate with successor trial attorneys, and provide them with the file and all documents, excepting notes of settlement discussions, to facilitate the transfer to successor counsel.

The parties agree that they will not at any time, during or after the collaborative process, call any of their collaborative lawyers as a witness in any proceeding, concerning this dispute. To the extent that they may have a right to call any of the collaborative lawyers as a witness, the parties hereby expressly waive that right. The parties understand that they may not subpoena or otherwise use the notes, work product, or the like, of any of the collaborative lawyers concerning the case which is the subject of this collaborative law proceeding. To the extent that the parties may otherwise have a legal right to subpoena or otherwise demand these documents, that right is hereby waived.

Temporary Agreements

In order to provide each of us with a feeling of safety and security, without which full commitment to the Collaborative Law process is impossible, we understand that some temporary agreements may be necessary and which may include mutual restraining agreements. We will work in the

collaborative process to reach those agreements to allow us both to proceed with safety and security while permanent agreements are negotiated. As an example, we may agree during this process that:

- a. We will not dispose of, conceal encumber, or intentionally reduce the value of any of our assets except to make expenditures or incur debts for reasonable and necessary living expense for food, clothing, shelter, transportation and medical care;
- b. We will not harass or attempt to intimidate the other;
- c. We will maintain all current insurance without change in coverage or beneficiary designation without the other's knowledge and consent;
- d. We will not remove the children from this State without the written consent of the other.

If either of us feels it necessary, we agree that temporary agreements may be entered as temporary court orders.

Confidentiality

All oral and written information from any of the attorneys or clients¹ which would not otherwise be discoverable under the applicable rules, is deemed "settlement discussions" and may not be offered as evidence in any subsequent proceedings between the parties. We understand, however, that any statement indicating an intent to endanger the safety of the other person or the children or which constitutes a claim of child abuse or elder abuse, is not privileged.

All documents provided by one party to the other during the Collaborative Law process, excepting the information and documents which are deemed "settlement discussions" as defined above, may be introduced in litigation in the divorce action or other litigation between the parties.

Information which would otherwise be deemed privileged, which is provided by one attorney to the other attorney or the other party during the Collaborative Law process shall not be deemed a waiver of any privilege in subsequent divorce litigation or litigation between the parties.

Termination of Collaborative Law Process

Either party may unilaterally and without cause terminate the Collaborative Law process by giving written notice of such election to the other party and attorneys.

The parties do not waive the right to seek the assistance of the Court. However, any resort to adversarial court action automatically terminates the Collaborative Law process.

WHEREFORE, the undersigned parties and attorneys hereby agree to treat this matter as a Collaborative Law case, and to be bound by all of the terms set forth above.

Dated this __ day of _____, 2007.

Party

Attorney

Dated this __ day of _____, 2007.

Party

Attorney

November 13, 2007