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COLLABORATIVE LAW PARTICIPATION AGREEMENT

Between: PARTY
And: PARTY
And: ATTORNEY
Attorney for Party
And: ATTORNEY
Attorney for Party

The parties have chosen to enter into this agreement to use the principles of the collaborative law process to settle the issues arising from the dissolution of their relationship.

1. PURPOSE

The primary goal of the collaborative law process is to settle outstanding issues in a non-adversarial manner. The Parties aim to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation on themselves and their family. The Parties have retained collaborative lawyers to assist them in reaching this goal.

2. COMMUNICATION

The parties intend to communicate effectively with each other to efficiently and economically settle the dissolution of their relationship. Written and verbal communications will be respectful and constructive and will make no accusations or claims not based in fact.

It is agreed that communication during settlement meetings will focus on the economic and parenting issues arising from dissolution and the constructive resolution of those issues.

The parties are encouraged to discuss and explore the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express his or her needs, desires, and options without criticism or judgment by the other. Although the Parties should be informed by their lawyers about, and may discuss with each other, the litigation alternatives and the outcomes they might attain, neither Party nor their Lawyers will use threats to withdraw from the process or to go to court as a means of achieving a desired outcome or forcing a settlement.

3. CHILDREN'S ISSUES

The parties agree to use discretion and age-appropriate consideration with the children. As a rule of thumb, treat the children, with regard to this pending action, as you would have the other party treat them. Make every attempt to maintain a normal level of lifestyle with and for the children. Assist them through this process by referring to the other party with respect and dignity. Encourage healthy relationships with all concerned parties, including the children. Your children's future well-being on every level will be the express result of the parties' behavior in all situations as it relates to this action. In all likelihood, you would probably not be here if you did not possess the ability to teach your children by example.

4. NEGOTIATION IN GOOD FAITH

- A. We agree to proceed in Good Faith. “Good Faith” means to abide by the rules of common courtesy, to keep an open mind, be willing to explore options without holding a fixed position, and to share all pertinent information, whether financial or emotional.
- B. We agree to voice any concerns or questions that may arise during the process about the overall process, direction, or any interactions between the parties and any Collaborative team members.
- C. We agree to convert complaints into neutral requests to the best of our ability, and to refrain from Blaming and negative assumptions based on the past behavior of the other party.
- D. We agree to work productively in the “here and now” keeping the future in mind.

5. PARTICIPATION WITH INTEGRITY

- A. We agree to not cash, borrow against, cancel, transfer, dispose of, or change beneficiaries of any insurance or other coverage including life, health, automobile and disability held for the benefit of the parties.
- B. We agree to not transfer, encumber, conceal, or in any way dispose of any property, real or personal, whether community, quasi-community, or separate, without written consent of the other party, except in the usual course of business, or the necessities of life. This includes any large purchases such as cars, boats, motorcycles or changing the status of credit cards or other banking accounts used in the course of daily life.
- C. We agree to maintain the confidentiality of all content (written or oral) of the sessions and that under no circumstances will any of this content be used in any future adversarial process, unless allowed pursuant to paragraph 15 herein.
- D. We agree we will not take advantage of inconsistencies or miscalculations of the other, but will disclose them and seek to have them corrected.

6. CAUTIONS AND LIMITATIONS

In electing the collaborative law process, the Parties understand that there is no guarantee that the process will be successful in resolving their case. They understand that the process cannot eliminate concerns about any disharmony, distrust or irreconcilable differences which have led to the current conflict. While intent on striving to reach a cooperative solution, success will ultimately depend on their commitment to making the process work. The Parties understand that they are still expected to assert their respective needs and interest and that their respective Lawyers will help each of them do so.

The Parties further understand that while the collaborative Lawyers share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client.

7. EXPERTS AND CONSULTANTS

When appropriate and as needed, the Parties will use neutral experts (the “Collaborative Neutral Expert”). The Parties will agree in advance of retaining the Collaborative Neutral Expert as to how the costs of that expert are to be paid. Unless the Parties otherwise agree in writing, any report prepared by the Collaborative Neutral Expert will be covered by the confidentiality provisions set out in paragraph 15 of this agreement. In the event that the collaborative law process comes to an end, the confidentiality provisions as set out in paragraph 15 of this agreement apply to the Collaborative Neutral Expert.

8. DIVORCE COACHES, CHILD SPECIALIST, AND FINANCIAL SPECIALISTS

When appropriate and as needed, the Parties will use the services of one or more of the following professionals: divorce coach, child specialist, or financial specialist (collectively referred to as the “Collaborative Professional”). When a Collaborative Professional is engaged, the Parties will agree that the Collaborative Professional and the Lawyers may engage in whatever discussions are necessary for resolution of the case. In the event that the collaborative law process comes to an end, the confidentiality provisions as set out in paragraph 15 of this agreement apply to the Collaborative Professional.

9. LAWYERS FEES AND COSTS

We agree that our lawyers are entitled to be paid for their services, and the first task in a collaborative matter is to ensure parity of payment to each of them. We agree to make funds available for this purpose.

10. NO COURT INTERVENTION

Unless otherwise agreed, prior to reaching final agreement on all issues no legal pleadings will be filed or served, nor will any other motion or document be prepared or filed which would initiate court intervention.

11. DISQUALIFICATION BY COURT INTERVENTION

The Parties understand that their collaborative Lawyers’ representation is limited to providing services within the collaborative law process. Thus, while each Lawyer is the advisor of his or her client and serves as the client’s representative and negotiator, the Parties mutually acknowledge that both Lawyers, and anyone in each Lawyer’s office, will be disqualified from representing them in a contested court proceeding against the other Party.

12. WITHDRAWAL OF PARTY FROM COLLABORATIVE LAW PROCESS

If a Party decides to withdraw from the collaborative law process, prompt written notice will be given to the other Party through his or her Lawyer. Upon termination of the collaborative law process by a Party or a Lawyer, there will be a thirty (30) day waiting period (unless there is an emergency) before any court herein, to permit the Parties to retain new lawyers and make an orderly transition. All temporary agreements will remain in full force and effect during the period. The intent of this provision is to avoid surprise and prejudice to the rights of the other Party. It is therefore, mutually agreed that either Party may bring this provision to the attention of the court to request a postponement of a hearing.

If a Party wishes to withdraw from the collaborative law process with their current Lawyer, but retain a new lawyer to continue with the collaborative law process, the Party will give prompt written notice to the other Party through his or her Lawyer, of their intention to withdraw and obtain a new lawyer. The new lawyer shall execute a new collaborative law participation

agreement within 30 days, otherwise the other Party will be entitled to proceed as if the collaborative law process was terminated as of the date written notice was given.

13. WITHDRAWAL OF LAWYER FROM COLLABORATIVE LAW PROCESS

If either Lawyer withdraws from the case for any reason except those set out in paragraph 14 herein, they agree to do so promptly by a written notice to the other Party through his or her Lawyer. This may be done without terminating the status of the case as a collaborative law case. The Party whose lawyer has withdrawn may elect to continue in the collaborative law process and will give prompt written notice of this intention to the other Party through his or her lawyer. The new lawyer will execute a new collaborative law participation agreement within 30 days of the Lawyer first giving notice. If a new agreement is not executed within 30 days, then the other Party will be entitled to proceed as if the collaborative law process was terminated as of the date the first written notice was given.

14. TERMINATION OF COLLABORATIVE LAW PROCESS

A collaborative Lawyer must withdraw from the collaborative law process in the event they learn that their client has withheld or misrepresented information and continues to withhold and misrepresent such information, or otherwise acted so as to undermine or take unfair advantage of the collaborative law process. The Lawyer withdrawing will advise the other Lawyer that he or she is withdrawing, and that the collaborative law process must end.

15. CONFIDENTIALITY

All communication exchanged within the collaborative law process will be confidential and without prejudice. If subsequent litigation occurs, the Parties mutually agree that:

- A. Neither Party will introduce as evidence in court information disclosed during the collaborative law process for the purpose of reaching a settlement, except:
 - 1. Documents otherwise compellable by law including any sworn statement as to financial status made by the parties, or
 - 2. A report prepared by a Collaborative Neutral Expert, which may be used only in the event that the parties jointly agree in writing as set out in paragraph 7;
- B. Neither Party will introduce as evidence in court information disclosed during the collaborative law process with respect to either Parties' behavior or legal position with respect to settlement;
- C. Neither Party will ask or subpoena to court either Lawyer or any of the Collaborative Professionals or Collaborative Neutral Experts to testify in any court proceedings;
- D. Neither Party will require the production at any court proceeding of any notes, records, or documents in the lawyer's possession or in the possession of one of the Collaborative Professionals or of the Collaborative Neutral Experts; and

The Parties agree that these guidelines with respect to confidentiality apply to any subsequent litigation, arbitration, or other process for dispute resolution.

The confidentiality clause does not apply in the event that a Party or Collaborative Professional is obligated by law to report to Child Protective Services (CPS) information arising out of the collaborative process which gives the party or Collaborative Professional reasonable grounds to believe that a child may be in need of protection.

16. ENFORCEABILITY OF AGREEMENTS

In the event that the Parties require a temporary agreement during the collaborative law process, the agreement will be put in writing and signed by the Parties and their Lawyers. If either Party withdraws from the collaborative law process, the written agreement is enforceable and may be presented to the court as a basis for an order, which the court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if a Party should refuse to honor it, the final agreement may be presented to the court in any subsequent action.

17. ACKNOWLEDGEMENT

Both Parties and their Lawyers acknowledge that they have read this agreement, understand its terms and conditions, and agree to abide by them. The Parties have chosen the collaborative law process to reduce emotional and financial costs, and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

PARTY

PARTY

Date

Date

ATTORNEY
Attorney for Party

ATTORNEY
Attorney for Party

Date

Date