Cooperative Family Law Agreement

Divorce Without Court, Arbitration Clause

*Husband and wife named here* each agree as set forth below:

# COOPERATIVE LAW MATTER

The parties agree to treat this matter as a Cooperative Law Case. They understand that this is not a Collaborative Law case governed by C.R.S. 13-24-101 *et.seq.* This is because the parties have agreed to an arbitration clause, as contained below. The parties enter into this agreement pursuant to C.R.S. 13-22-301, the Dispute Resolution Act.

Nevertheless, each party acknowledges that he or she has read and understands the document titled *Principles and Guidelines for the Practice of Collaborative Family Law* and agrees to act in accordance with the principals set forth in that document and to comply with this Agreement.

For so long as this Agreement is in effect, the parties agree to devote all of their efforts in this matter to a negotiated settlement in an efficient, cooperative manner pursuant to the terms of this Agreement, and agree that neither party named in this Agreement will file any document requesting intervention by the court.

Both parties agree that starting immediately:

a. Each is restrained from removing their minor children from the state without the prior written consent of the other or order of court;

b. Each is restrained from canceling, modifying, terminating, or allowing to lapse for nonpayment of premiums, any policy of health insurance, homeowner’s or renter’s insurance, or automobile insurance that provides coverage to either of the parties or the minor children or any policy of life insurance that names either of the parties or the minor children as a beneficiary, without at least fourteen (14) days’ advance notification and the written consent of the other party or an order of the court.

c. Each is restrained from transferring, encumbering, concealing, or in any way disposing of any marital property, real or personal, without the written consent of the other party, or an order of court, except in the usual course of business or for the necessities of life.

d. 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.

# Each is restrained from molesting or disturbing the peace of

# the other party.

# ATTORNEY REPRESENTATION

ATTORNEY has been retained by Husband to advise him during the course of this proceeding; ATTORNEY has been retained by Wife to advise her during the course of this proceeding. The above named attorneys solely represent their respective clients. They do NOT represent both parties. Further, the parties understand that their respective attorneys are committed to negotiation in an atmosphere of honesty and integrity. However, each party shall rely solely on the advice of their own counsel, as the attorney representing their spouse shall not provide them with legal advice.

Currently the attorneys are of record for his/her client in this proceeding. Except as delineated below, each attorney named above, and any attorney in association with such attorney, is will promptly withdraw if either party withdraws from the agreements contained herein and proceeds with a contested filing or hearing at the district court. The exception is that the attorneys may file this matter with the court for the purposes of non-contested finalization, and the attorneys may represent the parties before the agreed arbiter as set forth below. Both attorneys will be 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, paternity, modification, enforcement, or appeals before the courts in the state of Colorado or any other state, but not before an arbiter. This disqualification shall survive the term of this Agreement. 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 is retained as a contract attorney by or named above.

The attorneys will assist the parties in the preparation of papers to be filed with the Court to complete a decree or final order. The papers will be prepared on behalf of the parties, and the attorneys may sign any documents or orders necessary to facilitate the agreements reached by the parties. Attorneys who have become attorneys of record by virtue of signing agreement documents shall promptly withdraw upon entry of final orders in the matter. Neither attorney may appear for either party in any family law proceeding involving these parties.

**EXPERT WITNESSES**

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 Agreement, 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 cooperative law process in any state court process, but not in arbitration. All notes, work papers, summaries and reports shall be inadmissible as evidence in any proceeding involving these parties, excluding cooperative arbitration, unless the parties agree otherwise in writing. All notes, work papers, summaries and reports shall be furnished to successor counsel and shall be available for non-evidentiary use in litigated proceedings only upon the written agreement of both parties. Such persons or firms include, but are not limited to, accountants, attorneys, therapists, personal or real property valuation experts, vocational consultants, private investigators, doctors or any other experts/witnesses retained or employed in the cooperative law process.

The parties have hired NEUTRAL FACILITATOR and FINANCIAL FACILITATOR as their neutral facilitators in this matter. These professionals are mediators pursuant to C.R.S. 13-22-301 *et seq*. and receive all the protections and responsibilities of a mediator contained therein.

**DISCLOSURE AND DISCOVERY**

Both parties shall timely provide their respective Rule 16.2 Disclosures as provided under the Colorado Rules of Civil Procedure, and shall provide each other with any written authorizations requested which may be required in order to obtain relevant information and documentation, or to prepare Domestic Relations Orders or other orders facilitating agreements reached. The parties and attorneys agree to provide honest and full disclosure of all relevant information.

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 Agreement. Compliance with any discovery requests should be made within thirty days unless otherwise agreed. The failure to fully and completely disclose all relevant financial information shall be grounds for the termination of the cooperative process and the commencement of the arbitration process.

**STATEMENTS OF PARTIES** **AND ATTORNEYS**

All discussions among parties and counsel either in writing or in person are deemed settlement discussions for purposes of Colorado Rules of Evidence R. 408 and may not be offered as evidence in any subsequent proceedings. Nonetheless, statements by any party which indicate an intent or disposition to endanger the health or safety of the other party or to commit irreparable economic damage to the property of either party are not privileged.

All documents expressly identified and titled **For Settlement Purposes Only** shall be inadmissible pursuant to C.R.E. 408, and not a waiver of privilege, for any purpose in any subsequent proceeding except as otherwise agreed between the parties, and no such communications shall be deemed a waiver of any privilege of any party. This shall not apply to documents that are required under Rule 16.2 to be disclosed.

Parties shall provide both attorneys with copies of all correspondence between the parties.

**TERMINATION OF** **COOPERATIVE STATUS, INITIATION OF ARBITRATION**

Either party may unilaterally and without cause terminate the cooperative law process (defined as the process that does not involve the use of an arbiter) by giving written notice of such election to all other parties by and through their counsel ("Termination Election" hereinafter).

Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days written notice of such election to all other parties and attorneys. This election does not terminate the cooperative law process, and the party losing his or her attorney may continue in the cooperative law process without an attorney or retain a new attorney who will agree in writing to be bound by this Agreement. Upon withdrawal of any counsel, that attorney will promptly cooperate to facilitate the transfer of the client’s matter to successor counsel.

If either party terminates the cooperative process and initiates the arbitration process, the parties agree to the following:

The parties appoint the Hon. Angie Arkin as arbiter [hereinafter Arbiter] pursuant to C.R.S.§ 14-10-128.5 and C.R.S. § 13-22-201 *et. seq*. Her authority begins at the initiation pursuant to this agreement and ends with the entry of the Decree of Dissolution, unless the parties agree otherwise. If the Hon. Angie Arkin can not serve as the Arbiter for any reason, the parties agree to appoint Courtney Cline as Arbiter.

The Parties have reviewed and signed the Agreement to Use Contingent Arbitration and the Informed Consent For Cooperative Arbitration. These documents are attached to this agreement as Schedules A and B, and are incorporated into the agreement.

THE UNDERSIGNED APPROVE THE ABOVE AS CONFORMING TO THE PARTIES' AGREEMENT, AND IN TURN EACH OF US AGREE TO BE BOUND BY ITS TERMS AND PROVISIONS:

## Husband Wife