

COLLABORATIVE FAMILY LAW PROCESS AGREEMENT

I. GOAL

A. We acknowledge that the essence of “Collaborative Law” is the shared belief by participants that it is in the best interests of parties and their families in Family Law Matters to commit themselves to avoiding litigation.

B. We adopt the Collaborative Law conflict resolution process, which involves negotiation in an atmosphere of honesty, cooperation, integrity and professionalism, geared toward ensuring the future well-being of the participants, rather than relying on a court-imposed resolution.

C. Our goal is to eliminate the negative economic, social, and emotional consequences to the participants and their families of protracted litigation.

D. We commit ourselves to the Collaborative Law Process and agree to use this process to resolve our differences fairly and equitably.

II. PROCESS

A. We will make every reasonable effort to settle our case without court intervention.

B. We agree to give full, prompt, honest and open disclosure of all information pertinent to our case, whether requested or not, and to exchange Rule 401 Financial Statements in a timely manner.

C. We agree to engage in informal discussions, conferences, and negotiations with the goal of settling all issues.

D. We agree to direct all attorneys, therapists, appraisers, as well as experts and other consultants retained by us, to work in a cooperative effort to resolve issues, without resort to litigation or any other external decision making process, except as agreed upon.

E. Attached hereto and made a part of this Agreement is a document entitled “Video/Cloud Conferencing Acknowledgement”, which speaks to Law Firm’s use of Zoom Video Conferencing in meeting with you and discussing your case. Please sign and date this form also.

III. PRESERVATION OF STATUS QUO

A. We agree that commencing immediately, neither party will borrow against, cancel, transfer, dispose of, or change the beneficiaries of any pension, retirement plan or insurance policy or permit any existing coverage to lapse, including life, health, automobile and/or disability held for the benefit of either party or the child(ren) without the prior written consent of the other party.

B. We agree that commencing immediately, neither party will change any provisions of any existing trust or will or execute a new trust or will without the prior written consent of the other party.

C. We agree that commencing immediately, neither party will sell, transfer, encumber, conceal, assign, remove or in any way dispose of any property, real or personal, belonging to or acquired by either party, without the prior written consent of the other party, except in the usual course of business or investing, payment of reasonable attorneys fees and costs in connection with this negotiation or for the necessities of life.

D. We agree that neither party will incur any further debts that would burden the credit of the other, including but not limited to further borrowing against any credit line secured by the marital residence, or unreasonably using credit cards or cash advances against credit or bank cards or incurring any liabilities for which the other may be responsible, other than in the ordinary course of business or for the necessities of life without the prior written consent of the other.

IV. CAUTIONS

A. We understand there is no guarantee that the process will be successful in resolving our case.

B. We understand that the process cannot eliminate concerns about the irreconcilable differences that have led to the current conflict.

C. We understand that we are each still expected to assert our own interests and that our respective attorneys will help each of us to do so.

D. We recognize that, while the attorneys share a commitment to the process described in this Agreement, (a) each of the lawyers has an attorney-client relationship solely with, and a professional duty to diligently represent, his or her client and not the other party; (b) each of us must rely solely on the advice of our own lawyers and not the other party's lawyer; (c) each of the lawyers may have confidential and privileged communications with his/her client; and (d) such communications are not inconsistent with the collaborative process.

E. We understand that there are advantages as well as disadvantages to the Collaborative Law Process. Among the disadvantages are that (a) if the process breaks down and litigation ensues, the parties will likely incur additional expense because of the need to hire new counsel; (b) by agreeing not to go to court, the parties cannot use formal discovery procedures and therefore must trust in each other's good faith about exchanging relevant documents and information; and (c) without the ability to use the authority of the court to prevent the transfer or dissipation of marital assets, the parties must trust in each other's honesty with regard to those assets.

V. ATTORNEY'S FEES AND COSTS

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

VI. PARTICIPATION WITH INTEGRITY

A. We will work to protect the privacy and dignity of all involved, including parties, children, attorneys and consultants.

B. We shall maintain a high standard of integrity and, specifically, shall not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but shall acknowledge and correct them.

VII. EXPERTS AND CONSULTANTS

If experts are needed to assist in the negotiation of disputed issues (such as the value of an asset, tax questions, or parenting issues), the parties will retain them jointly, ensure their payment, and share their work product.

VIII. CHILDREN'S ISSUES

A. In resolving issues about sharing the enjoyment of and the responsibility for the children, the parties, attorneys, therapists and others shall make every effort to craft solutions that promote the children's best interests and that promote a caring, loving and involved relationship among the children and both parents.

B. We agree to act quickly to resolve differences related to the children.

C. We agree not to seek a custody evaluation while the matter is a Collaborative Law case, except by mutual agreement. However, this does not preclude the use of a parenting coordinator, mediator, or similar consultant to recommend parenting arrangements for the children.

D. The parties acknowledge that inappropriate communications regarding their divorce can be harmful to their child/children. They agree that settlement issues will not be discussed in the presence of their child/children, or that communication with the child/children regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of a child specialist. The parties agree not to make any changes to the residence of the child/children without first obtaining the written agreement of the party.

IX. NEGOTIATION IN GOOD FAITH

A. The parties acknowledge that each of our attorneys is independent from the other and represents only one party in the Collaborative Law process.

B. We understand that the process, even with full and honest disclosure of all information pertinent to the resolution of our case, will involve vigorous good-faith negotiation.

C. We will take a reasoned position on all disputes. We will use our best efforts to create proposals that meet the fundamental needs of both of the parties. We recognize that compromise may be needed in order to reach a settlement of all issues.

D. Although we may discuss the likely outcome of a litigated result, none of us will use the threat of litigation as a way of forcing settlement.

X. CONFIDENTIALITY

A. The Parties agree that the entire Collaborative Law process, including all written submissions and communications, is confidential and without prejudice, and shall be treated as a compromise negotiation for the purposes of the rules of evidence and other relevant provisions of state and federal law. The Parties and Counsel will not disclose any information including offers, promises, conduct, statements or settlement terms whether oral or written, made by any of the Parties, their attorneys or any experts in connection with the Collaborative Law process, except where disclosure is required by law or court rule, and all such information shall be inadmissible at trial, provided however that no such information which is independently obtained and admissible shall be rendered confidential or inadmissible because it is referred to in the Collaborative Law process. The Parties and their counsel may, however, disclose to appropriate authorities information obtained in the course of the Collaborative Law process concerning (a) child abuse or neglect, (b) the risk of serious harm to an individual, or (c) the planned commission of a crime. The confidentiality provided for in this section of the Agreement also shall not apply to evidence relating to the liability of the attorneys in a subsequent suit against them or disciplinary proceedings against them; information which all parties to the Collaborative Law process agree in writing, after the conclusion of the case, may be disclosed; and information about payment and payment arrangements for the Collaborative Law engagement.

B. The Parties may disclose information about the negotiation to their respective family members, financial advisors or counselors, provided however that all such individuals shall be informed by the Party providing them with the information that it is confidential and governed by the terms of this Agreement. The Parties agree that a description of the case may be used for research, education, or training (or any combination of these), but only if information which might identify the family has been removed.

C. 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, offers or proposals for settlement, or other statements by any of the parties to the Process or their attorneys, except documents that are otherwise discoverable; (b) neither party will offer as evidence the testimony of either collaborative attorney, nor will they subpoena either of the lawyers to testify, in connection with this matter; and (c) neither party will subpoena the production at any Court proceedings of any notes, records, or documents in the lawyer's possession or in the possession of one of the consultants.

D. The confidentiality obligations set forth in this Agreement shall remain in effect even after the completion of the Collaborative Law process, regardless of whether the case is resolved by settlement or not.

XI. VOLUNTARY TERMINATION OF COLLABORATIVE PROCESS

A. Either party may unilaterally and without cause terminate the Collaborative Law Process by giving written notice of such election to his or her attorney and the other party.

B. Either attorney may withdraw unilaterally from the Collaborative Law Process by giving fifteen (15) days written notice to his or her client and the other attorney. Notice of withdrawal of an attorney does not terminate the Collaborative Law Process; to continue the process, the party losing his or her attorney will retain a new attorney who will agree in writing to be bound by this Agreement.

C. Upon termination of the Collaborative Law Process or withdraw of either counsel, the withdrawing attorney will promptly cooperate to facilitate the transfer of the client's file and any information needed for continued representation of the client to successor counsel.

XII. ABUSE OF THE COLLABORATIVE PROCESS

A. We enter the Collaborative Law Process with the expectation of honesty and full disclosure in all dealings by all individuals involved in the Collaborative Law Process.

B. We understand that a Collaborative Law attorney will withdraw from his/her representation of his/her client as soon as possible upon learning that his/her client has breached this Agreement or acted so as to undermine or take unfair advantage of the Collaborative Law Process. Such abuse of the process would include the intentional withholding or misrepresentation of information, the secret disposition of marital property, the failure to disclose the existence or the nature of assets/income and/or obligations, or otherwise acting to undermine or take unfair advantage of the Collaborative Law Process.

XIII. DISQUALIFICATION BY COURT INTERVENTION

A. We understand that our attorney's representation is limited to the Collaborative Law Process. Except as provided for below, neither of our attorneys, nor other attorneys from the same firm, can ever represent us in court in a proceeding against the other spouse.

B. In the event this Collaborative Law Process is unsuccessful and a complaint for divorce is filed, both attorneys will be disqualified from representing either client with respect to such complaint for

divorce. However, if the Collaborative Law Process is successful and we sign a Separation Agreement, then both attorneys may file a joint petition for an uncontested, no-fault divorce on our behalf as well as the court papers related thereto and may represent us as counsel of record at the final uncontested hearing on our divorce.

C. Any resort to litigation prior to settlement shall result in the automatic termination of the Collaborative Law Process on the date that either party or his/her attorney unilaterally seeks court intervention, provided however that the provisions of this Agreement relating to confidentiality and disqualification/withdrawal of counsel shall remain in effect.

D. In the event that the Collaborative Law Process terminates, all consultants and experts will be disqualified as witnesses, and their work product will be inadmissible as evidence, unless the parties agree otherwise in writing.

XIV. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

XV. PLEDGE

BOTH PARTIES AND THEIR ATTORNEYS HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND LETTER OF THIS AGREEMENT, UNLESS MODIFIED BY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES AND THEIR ATTORNEYS.

[Husband/Wife]

[Husband/Wife]

Date

Date

[Husband/Wife's] Attorney

[Husband/Wife's] Attorney

Date

Date

PARTIES MAY SIGN IN COUNTERPARTS. SCANNED SIGNATURES ARE AN ACCEPTABLE FORM OF SIGNATURE.

Model Rules of Professional Conduct

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Rule 1.1: Competence

Client-Lawyer Relationship

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Rule 1.2: Scope of Representation & Allocation of Authority Between Client & Lawyer

Client-Lawyer Relationship

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

Rule 1.5: Fees

Client-Lawyer Relationship

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client;

(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent.

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

(1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or

(2) a contingent fee for representing a defendant in a criminal case.

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

Rule 1.6: Confidentiality of Information

Client-Lawyer Relationship

(a) A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation or the disclosure is permitted by paragraph (b).

(b) A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to prevent the client from committing a crime or fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services;

(3) to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services;

(4) to secure legal advice about the lawyer's compliance with these Rules;

(5) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client;

(6) to comply with other law or a court order; or

(7) to detect and resolve conflicts of interest arising from the lawyer's change of employment or from changes in the composition or ownership of a firm, but only if the revealed information would not compromise the attorney-client privilege or otherwise prejudice the client.

(c) A lawyer shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

Rule 1.7: Conflict of Interest: Current Clients

Client-Lawyer Relationship

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in writing.

Rule 1.10: Imputation of Conflicts of Interest: General Rule

Client-Lawyer Relationship

(a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7 or 1.9, unless

(1) the prohibition is based on a personal interest of the disqualified lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm; or

(2) the prohibition is based upon Rule 1.9(a) or (b) and arises out of the disqualified lawyer's association with a prior firm, and

(i) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom;

(ii) written notice is promptly given to any affected former client to enable the former client to ascertain compliance with the provisions of this Rule, which shall include a description of the screening procedures employed; a statement of the firm's and of the screened lawyer's compliance with these Rules; a statement that review may be available before a tribunal; and an agreement by the firm to respond promptly to any written inquiries or objections by the former client about the screening procedures; and

(iii) certifications of compliance with these Rules and with the screening procedures are provided to the former client by the screened lawyer and by a partner of the firm, at reasonable intervals upon the former client's written request and upon termination of the screening procedures.

(b) When a lawyer has terminated an association with a firm, the firm is not prohibited from thereafter representing a person with interests materially adverse to those of a client represented by the formerly associated lawyer and not currently represented by the firm, unless:

(1) the matter is the same or substantially related to that in which the formerly associated lawyer represented the client; and

(2) any lawyer remaining in the firm has information protected by Rules 1.6 and 1.9(c) that is material to the matter.

(c) A disqualification prescribed by this rule may be waived by the affected client under the conditions stated in Rule 1.7.

(d) The disqualification of lawyers associated in a firm with former or current government lawyers is governed by Rule 1.11.

Rule 1.16: Declining or Terminating Representation

Client-Lawyer Relationship

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the rules of professional conduct or other law;
- (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or
- (3) the lawyer is discharged.

(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- (2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- (3) the client has used the lawyer's services to perpetrate a crime or fraud;
- (4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;
- (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- (6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
- (7) other good cause for withdrawal exists.

(c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

Rule 1.18: Duties to Prospective Client

Client-Lawyer Relationship

(a) A person who consults with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.

(b) Even when no client-lawyer relationship ensues, a lawyer who has learned information from a prospective client shall not use or reveal that information, except as Rule 1.9 would permit with respect to information of a former client.

(c) A lawyer subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the lawyer received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (d). If a lawyer is disqualified from representation under this paragraph, no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter, except as provided in paragraph (d).

(d) When the lawyer has received disqualifying information as defined in paragraph (c), representation is permissible if:

(1) both the affected client and the prospective client have given informed consent, confirmed in writing, or:

(2) the lawyer who received the information took reasonable measures to avoid exposure to more disqualifying information than was reasonably necessary to determine whether to represent the prospective client; and

(i) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(ii) written notice is promptly given to the prospective client.

Rule 2.4: Lawyer Serving as Third-Party Neutral

Counselor

(a) A lawyer serves as a third-party neutral when the lawyer assists two or more persons who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them. Service as a third-party neutral may include service as an arbitrator, a mediator or in such other capacity as will enable the lawyer to assist the parties to resolve the matter.

(b) A lawyer serving as a third-party neutral shall inform unrepresented parties that the lawyer is not representing them. When the lawyer knows or reasonably should know that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client.

Rule 3.4: Fairness to Opposing Party & Counsel

Advocate

A lawyer shall not:

(a) unlawfully obstruct another party' s access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(b) falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

(c) knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;

(d) in pretrial procedure, make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e) in trial, allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

(f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) the person is a relative or an employee or other agent of a client; and

(2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information.

Rule 4.1: Truthfulness in Statements to Others

Transactions With Persons Other Than Clients

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

Rule 4.2: Communication with Person Represented by Counsel

Transactions With Persons Other Than Clients

In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order.

Al and Peggy Bundy were married on October 1, 2007. At the time, Peggy was thirty years old and beginning her career as a reporter for the Eastown Times, a small paper for Eastown Township, Pennsylvania. Al who is 15 years her senior and was 45 years old when they got married was a psychologist in a small therapy practice known as Eastown Therapy Center ("ETC").

During the marriage, Peggy's career did not really advance beyond working for the local newspaper and covering the town's beloved Eastown High Bulldogs football team when she gave birth to the parties' daughter, Kelly Bundy on December 8, 2008. After Kelly's birth she quit the Times and continued to be a stay at home mom. After the parties' son, Bud Bundy was born on May 18, 2010, Peggy was diagnosed with a debilitating illness with significant side effects of narcolepsy, overall fatigue, joint pain and stiffness and muscle weakness. As a result of her diagnosis, Peggy never returned to work. Her illness requires her to rest frequently which she does during the day when the children are at school. She is only actually awake from 2:00 p.m. to 8:00 p.m. each day.

In 2009, the parties moved out of the apartment they had rented since they were first married into a rancher at the edge of Eastown since using stairs is difficult for someone with Peggy's diagnosis. The rancher which is titled in the parties' joint names was purchased for \$450,000 with a down payment made by Al's father Jake Bundy of \$90,000 and a jointly titled mortgage of \$360,000. The mortgage payment of \$2,200 per month is paid by Al's father every month.

Al continues to work full time as a psychologist for ETC. Specifically, he is a 1099 employee earning approximately \$65,000 per year from ETC. In addition to working 40 hours per week for ETC, he also works 20 hours per week as the school psychologist for Eastown High School ("EHS") and teaches psychology 4 hours per week at Delaware County Community College ("DCC") to make up for the fact that Peggy remains unemployed. He earns an additional \$35,000 per year from the EHS position and \$5,000 per year from DCC. Al's workload requires him to be out of the house from 7:00 a.m. to about 10:00 p.m. each day. Because of his crazy work schedule and Peggy's need for frequent rest, the parties have not slept in the same bedroom since 2010.

Like many families, the pandemic was very hard for the Bundys. Al was working with his patients at home in the basement via zoom so the realities of what went on at home while he was working his three jobs were brought to light during quarantine. Essentially, Peggy was sleeping all day long, waking up only for a brief time to order take out for dinner or reheat a frozen pizza before going back to sleep. Al, who was breaking his back performing three jobs remotely started making fresh, nutritious dinners each night during quarantine and was also required to monitor the children's zoom schooling and homework because without his monitoring Bud who was in the 4th grade at the time and Kelly who was in 6th grade at the time would just go on snap chat and Tik Tok unless Al was carefully watching them. Frustrated but being a seasoned psychologist, Al decided to have his own family therapy sessions in which he voiced his frustrations with Peggy as he believes that she was "milking" some of her symptoms just because it was easier than being a parent, particularly during

quarantine. Peggy decided to prove Al wrong and when the quarantine limitations were lifted, Peggy started looking for work as a reporter again. Unfortunately, it was hard for her to get interviews or make appointments because no one wanted her to work from home where she was able to get frequent rest as all of the available positions wanted "on the scene" coverage and the coverage wasn't always at night during the six hour window that she was able to be awake.

Then an incident happened that was the "last straw" for Al. A few months ago, Peggy was driving the children home from school and fell asleep behind the wheel crashing the car into a tree on the side of the road. Luckily no one was hurt but the parties' 2013 Honda Civic that was paid off was totaled. Jake leased a new car for Peggy in Peggy's name, a 2022 Mercedes SUV that has a car payment of \$550.00 per month. Al is refusing to make the car payments for her so Peggy dips into her retirement assets to make the payments.

Al would like to get a divorce but he is really concerned about custody. There is no way Peggy is capable of having custody of their children because of her illness. Also, Al would like to stay in the house because with his father's help he can afford it and he already has the basement set up nicely to do zoom counseling so he could still teach his night class at DCC remotely and be home with the kids. Besides the house is the "kids house" and they shouldn't have to leave it just because he and Peggy are getting a divorce. Al also would like the family to be in family therapy twice per week with him as the therapist to cut down on expenses. Another clever idea Al has is to have his 25 year old adult daughter, Rachel Bundy move in with him to be a free driving nanny for the children during the hours after school and before Al gets home from work. Al is confident that Rachel would be willing to move out of her Old City apartment that she shares with her boyfriend to live with him and be a nanny to her younger, half siblings in Delco.

Peggy is also contemplating divorce but has no real options as she is financially stuck in her marriage at this point. She is really trying hard to find a reporting job that she could remotely, without leaving the house but there are no such jobs out there. And Al is the real problem, always working from home and keeping a watchful eye on her, constantly criticizing everything that she does as if she didn't always do it alone the first 12 years of their daughter's life! He is very critical of her need for frequent breaks and yet ignores all of the parenting things she DOES do despite her debilitating health. All she knows is that she needs a way to keep the house. She physically can only live in a rancher so she needs to keep the house, have primary custody of the children since she has the bigger car and find a way to make Al and Jake support her.

Not surprisingly, the Bundy children are not doing well. Peggy and Al's continuous fighting about Peg sleeping all day and doing nothing and Al being a control freak have taken its toll on them. Kelly has lost 20 pounds since the start of this school year and Bud keeps getting in trouble for acting out in school. The Eastown Middle School counselor has tried to get a hold of the parties because she believes that Kelly may be anorexic and that Bud should see a counselor for his disciplinary issues. Peggy agrees with the counselor but Al would like to continue the home therapy because at 60 years old he is older than most of the counselors anyway. Peggy disagrees with this approach but agrees that family therapy should happen since she is the only one that can better talk to Kelly about her eating issues.

The parties' marital assets and liabilities to aid our discussions are as follows:

1. The rancher has a fair market value of \$600,000 and a current mortgage balance of \$300,000.
2. The parties have a joint bank account with a revolving balance of \$2,000. This is the account that all of Al's pay is deposited into and he pays all of their expenses from this account, except for the mortgage which his father Jake pays.
3. Al's car, a 2012 Honda Fit is just in Al's name and is worth \$6,000. It is paid off.
4. Peggy's car is a leased Mercedes SUV in just her name and has a monthly car payment of \$550 per month.
5. Al has a Schwab investment account with a balance of \$500,000 that was a gift from his father, Jake during the parties' marriage. This account is just in Al's name.
6. Al has an IRA worth \$200,000, of which \$50,000 he had at the time of the parties' marriage.
7. Peggy has about \$250,000 in retirement assets but all of it is marital.
8. The parties have no debts other than the mortgage.

CHAPTER 74
COLLABORATIVE LAW PROCESS

Sec.

- 7401. Short title and scope of chapter.
- 7402. Definitions.
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Enactment. Chapter 74 was added June 28, 2018, P.L.381, No.55, effective in 60 days.

Applicability. See section 1 of Act 55 of 2018 in the appendix to this title for special provisions relating to findings and declarations.

§ 7401. Short title and scope of chapter.

(a) Short title.--This chapter shall be known and may be cited as the Collaborative Law Act.

(b) Scope.--This chapter shall apply to a collaborative law process between family members and arising from a participation agreement that meets the requirements of section 7405 (relating to collaborative law participation agreement).

§ 7402. Definitions.

The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Collaborative communication." A statement or question that concerns the collaborative law process or a collaborative matter and that occurs after the parties sign a collaborative law participation agreement but before the collaborative law process is concluded. The term does not include a written settlement agreement that is signed by all parties to the agreement.

"Collaborative law process." A procedure to resolve a claim, transaction, dispute or issue without intervention by a tribunal, in which procedure all parties sign a collaborative law participation agreement, all parties are represented by counsel and counsel is disqualified from representing the parties in a proceeding before a tribunal.

"Collaborative matter." A dispute, transaction, claim or issue for resolution that is described in a participation agreement concerning any of the following:

- (1) Marriage, divorce and annulment.
- (2) Property distribution, usage and ownership.
- (3) Child custody, visitation and parenting time.
- (4) Parentage.
- (5) Alimony, alimony pendente lite, spousal support and child support.
- (6) Prenuptial, marital and postnuptial agreements.
- (7) Adoption.
- (8) Termination of parental rights.
- (9) A matter arising under 20 Pa.C.S. (relating to decedents, estates and fiduciaries).
- (10) A matter arising under 15 Pa.C.S. Pt. II (relating to corporations).

"Family members." All of the following:

- (1) Spouses and former spouses.
- (2) Parents and children, including individuals acting in loco parentis.
- (3) Individuals currently or formerly cohabiting.
- (4) Other individuals related by consanguinity or affinity.

"Nonparty participant." A person other than a party or a party's attorney that participates in the collaborative law process. The term may include, but is not limited to, support persons, mental health professionals, financial neutrals and potential parties.

"Party." A person that signs a collaborative law participation agreement and whose consent is necessary to resolve a collaborative matter.

"Person." An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency or instrumentality or any other legal or commercial entity.

"Proceeding." A judicial, administrative, arbitral or other adjudicative process before a tribunal.

"Related matter." A matter involving the same parties, dispute, transaction, claim or issue as a collaborative matter.

"Tribunal." A court, arbitrator, administrative agency or other body acting in an adjudicative capacity that has jurisdiction to render a binding decision directly affecting a party's interests in a matter.

§ 7403. Beginning the collaborative law process.

(a) Voluntariness.--Participation in a collaborative law process is voluntary and may not be compelled by a tribunal. A party may terminate the collaborative law process at any time with or without cause.

(b) Commencement.--A collaborative law process shall begin when the parties sign a collaborative law participation agreement. Parties to a proceeding pending before a tribunal may enter into a collaborative law process to resolve a matter related to the proceeding.

Cross References. Section 7403 is referred to in section 7405 of this title.

§ 7404. Assessment and review.

(a) General assessment.--Before entering into a collaborative law participation agreement, a prospective party shall:

- (1) Assess factors the prospective party's attorney reasonably believes relate to whether the collaborative law process is appropriate for the matter and for the parties, including a prospective party or nonparty participant's history, if any, of violent or threatening behavior.
- (2) Review information that the attorney reasonably believes is sufficient for the prospective party to make an informed decision about the material benefits and risks of a collaborative law process, as compared with other alternatives.

(b) Threatening or violent behavior.--

- (1) Before a prospective party signs a collaborative law participation agreement, an attorney shall inquire whether the prospective party has a history of threatening or violent behavior toward any party or nonparty participant who will be part of the collaborative law process.
- (2) If an attorney learns or reasonably believes, before commencing or at any point in the collaborative law process, that a party or prospective party has engaged in or has a history of threatening or violent behavior toward any other

party or nonparty participant, the attorney may not begin or continue the collaborative law process unless the party or prospective party:

(i) Requests beginning or continuing the collaborative law process.

(ii) Indicates that the safety of all parties to the collaborative law process can be protected adequately during the collaborative law process.

(c) Private cause of action.--An attorney's failure to protect a party under this section shall not give rise to a private cause of action against the attorney.

§ 7405. Collaborative law participation agreement.

(a) Requirements.--A collaborative law participation agreement must:

- (1) Be in writing.
- (2) Be signed by the parties.
- (3) State the parties' intention to resolve a collaborative matter through a collaborative law process.
- (4) Describe the nature and scope of the collaborative matter.
- (5) Identify the attorney who represents each party in the collaborative law process.
- (6) Include a statement that the representation of each attorney is limited to the collaborative law process and that the attorneys are disqualified from representing any party or nonparty participant in a proceeding related to a collaborative matter, consistent with this chapter.

(b) Optional provisions.--Parties may include in a collaborative law participation agreement additional provisions not inconsistent with this chapter or other applicable law, including, but not limited to:

- (1) An agreement concerning confidentiality of collaborative communications.
- (2) An agreement that part or all of the collaborative law process will not be privileged in a proceeding.
- (3) The scope of voluntary disclosure.
- (4) The role of nonparty participants.
- (5) The retention and role of nonparty experts.
- (6) The manner and duration of a collaborative law process under sections 7403 (relating to beginning the collaborative law process) and 7406 (relating to concluding the collaborative law process).

(c) Nonconforming agreements.--This chapter shall apply to an agreement that does not meet the requirements of subsection (a) if:

- (1) The agreement indicates an intent to enter into a collaborative law participation agreement.
- (2) The agreement is signed by all parties.
- (3) A tribunal determines that the parties intended to and reasonably believed that they were entering into a collaborative law agreement subject to the requirements of this chapter.

Cross References. Section 7405 is referred to in section 7401 of this title.

§ 7406. Concluding the collaborative law process.

(a) General rule.--A collaborative law process shall be concluded by:

- (1) Resolution of the collaborative matter, as evidenced by a signed record.
- (2) Resolution of a part of the collaborative matter and agreement by all parties that the remaining parts of the

collaborative matter will not be resolved in the collaborative law process, as evidenced by a signed record.

(3) Termination under subsection (b).

(4) A method specified in the collaborative law participation agreement.

(b) Termination.--A collaborative law process shall be terminated when:

(1) A party gives written notice to all parties that the collaborative law process is terminated.

(2) A party begins or resumes a pending proceeding before a tribunal related to a collaborative matter without the agreement of all parties.

(3) Except as provided in subsection (c), a party discharges the party's attorney or the attorney withdraws from further representation of a party. An attorney who is discharged or withdraws shall give prompt written notice to all parties and nonparty participants.

(c) Continuation.--Notwithstanding the discharge or withdrawal of a collaborative attorney, a collaborative law process shall continue if, not later than 30 days after the date that the notice under subsection (b)(3) is sent, the unrepresented party engages a successor attorney and the participation agreement is amended to identify the successor attorney.

Cross References. Section 7406 is referred to in section 7405 of this title.

§ 7407. Disqualification of collaborative attorney.

(a) Rule.--

(1) Except as provided in subsection (b), an attorney who represents a party in a collaborative law process and any law firm or government agency with which the attorney is associated shall be disqualified from representing any party or nonparty participant in a proceeding related to the collaborative matter.

(2) Requesting the approval of a settlement agreement by a tribunal shall be considered part of the collaborative law process and not a related proceeding.

(b) Exception.--Disqualification under subsection (a) shall not operate to prevent a collaborative attorney from seeking or defending an emergency order to protect the health, safety or welfare of a party or a family member.

§ 7408. Disclosure of information.

During the collaborative law process, parties shall provide timely, full, candid and informal disclosure of information related to the collaborative matter without formal discovery, and shall update promptly previously disclosed information that has materially changed.

§ 7409. Confidentiality.

A collaborative law communication shall be confidential to the extent provided by the laws of this Commonwealth or as specified in the collaborative law participation agreement.

§ 7410. Privilege.

(a) General rule.--Except as otherwise provided in this section, a collaborative communication is privileged, may not be compelled through discovery and shall not be admissible as evidence in an action or proceeding. Evidence that is otherwise admissible and subject to discovery shall not become inadmissible or protected from discovery solely because of its disclosure or use in a collaborative law process.

(b) Waiver.--

(1) A party may waive a privilege belonging to the party only if all parties waive the privilege and, in the case of a

communication by a nonparty participant, only if the nonparty participant and all parties waive the privilege.

(2) If a party discloses a privileged collaborative communication that prejudices another party, the disclosing party waives the right to assert a privilege under this section to the extent necessary for the party prejudiced to respond to the disclosure or representation.

(c) Nonapplicability.--Privilege under subsection (a) shall not apply to:

(1) A communication that is not subject to the privilege by agreement of the parties according to the terms of a participation agreement.

(2) A communication that is made during a session of a collaborative law process that is open, or required by law to be open, to the public.

(3) A communication sought, obtained or used to:

(i) threaten or plan to inflict bodily injury, commit or attempt to commit a crime; or

(ii) conceal ongoing criminal activity.

(d) Exceptions.--The following exceptions apply to the privilege under subsection (a):

(1) A communication sought or offered to prove or disprove facts relating to a claim or complaint of professional misconduct or malpractice or a fee dispute.

(2) A communication sought or offered to prove facts relating to the abuse, neglect, abandonment or exploitation of a child or abuse of an adult.

(3) A communication sought or offered in a criminal proceeding or in an action to enforce, void, set aside or modify a settlement agreement where a tribunal or court of competent jurisdiction finds that the evidence is not otherwise available and the need for the evidence substantially outweighs the interest in protecting the privilege.

(e) Limitation.--

(1) If a collaborative communication is subject to an exception under subsection (d), only the part of the collaborative communication necessary for the application of the exception may be disclosed or admitted.

(2) Disclosure or admission of evidence under subsection (d) does not make the evidence or any other collaborative communication discoverable or admissible for any other purpose.

(f) Construction.--This section shall not be construed to affect the scope of another applicable privilege under State law or rule of court.

§ 7411. Professional responsibility.

This chapter shall not affect the professional responsibility obligations and standards applicable to an attorney or other person professionally licensed or certified under State law.

THE
COLLABORATIVE
WAY TO
DIVORCE

The Revolutionary Method That Results in
Less Stress, Lower Costs, and Happier Kids—
Without Going to Court



STUART G. WEBB
FOUNDER, COLLABORATIVE LAW,
AND RONALD D. OUSKY

A “successful divorce” is one that puts you in the best position to achieve the broad goals that you’ve defined for yourself and, possibly, your children. Those goals might be quite different from the more immediate concerns that you’re preoccupied with now. Focusing on the immediate need to “win” can cause you to lose focus on the things that, in the end, may be far more important, as you will see from the following scenario:

Is a Collaborative Divorce Right for You?

Based on our collective experience, we believe that a Collaborative divorce is by far the best and most successful option for most couples. But you are the best judge of your own goals and situation. Following is a short quiz that will help you determine whether the Collaborative method is your best option. After taking the test, we’ll talk about some of the challenges you may face and help you determine whether they can be overcome.

Although you certainly can write in this book, we suggest that you make several copies of the pages that follow. Keep one for yourself and give the other to your spouse. For each statement below, circle the appropriate answer indicating how little or how much you agree. You’ll learn what each of your answers means later.

	Strongly Disagree	Disagree	Neutral (or doesn't apply)	Agree	Strongly Agree
I am willing to try to see things from my spouse's point of view in order to help achieve the best possible outcome	1	2	3	4	5
I believe it is possible for my spouse and me to restore enough trust in each other to achieve a successful outcome	1	2	3	4	5
I am willing to commit myself fully to resolving the issues through the Collaborative process by working toward common interests rather than simply arguing in favor of my positions	1	2	3	4	5

	Strongly Disagree	Disagree	Neutral (or doesn't apply)	Agree	Strongly Agree
My ability to achieve a successful outcome in the divorce primarily will depend on the decisions I make during the process	1	2	3	4	5
In order to achieve my most important goals, I am willing to let go of some smaller, short-term issues, even though it may be very hard to do so	1	2	3	4	5
I am capable of making the emotional commitment necessary to achieve the best possible outcome	1	2	3	4	5
I am not afraid of or intimidated by my spouse	1	2	3	4	5

	Strongly Disagree	Disagree	Neutral (or doesn't apply)	Agree	Strongly Agree
It is important to me that my spouse and I maintain a respectful and effective relationship after the divorce	1	2	3	4	5
I have accepted the fact that this divorce is going to happen	1	2	3	4	5
I believe that it is very important that our children maintain a strong, healthy relationship with both parents	1	2	3	4	5

Interpreting Your Test Results

Once you've written down your answers, add up your score. If your total is higher than 40, there's a very good chance that the Collaborative process is a good fit for you. Assuming your spouse is also a good candidate (he or she should take the quiz separately),

your chances for a successful outcome are very high. Reading the remainder of this chapter will help you identify and reinforce your strengths and shore up your weaknesses (any area in which you scored a 1 or 2 is a potential challenge and is worth examining).

If your total is between 30 and 40, you're still a good candidate for the Collaborative process. Be sure to read the rest of this chapter, focusing especially on your 1s and 2s.

If your total is between 20 and 30, you're borderline. The Collaborative process may work for you, but you'll have to do a lot of prep work to get there. Carefully study the challenges identified by your 1 and 2 answers, and consider what you need to do to become better prepared. You also might want to consider postponing the divorce, if possible, until you're ready to work toward the best possible outcome.

If your total is below 20, it's very likely that you'll become frustrated with the Collaborative process. And there's a good chance you'll find the alternatives equally frustrating. While it's still possible to succeed in the Collaborative process by resolving your case out of court, unless you make some significant changes in your perspective, you won't come through the Collaborative process feeling as if you've achieved your most important goals.

Putting Your Test Results in Perspective

Of course this test is simply a tool used to help identify challenges inherent in the Collaborative process, and help you to determine whether you are willing to meet them. Certainly, there are some circumstances, such as abuse or addiction, that may make collaboration impossible, regardless of how you scored on other aspects of the test. Regardless of your individual results, we urge you to read the rest of this chapter, paying particular attention to the areas where you indicated disagreement. Each statement is explored on its own.