

STATE OF WISCONSIN : CIRCUIT COURT : \_\_\_\_\_ COUNTY  
FAMILY COURT BRANCH

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In re the marriage of:

Case Code: 40101 (Divorce)

Joint Petitioner-Wife

and

Case No. \_\_\_\_\_

Joint Petitioner-Husband

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**STIPULATION AND ORDER FOR COLLABORATIVE LAW**

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In consideration of the mutual rights, obligations and commitments made herein, Joint Petitioner-Wife, \_\_\_\_\_ and her attorney, \_\_\_\_\_ of \_\_\_\_\_ and the Joint Petitioner-Husband, \_\_\_\_\_ and his attorney, \_\_\_\_\_ of \_\_\_\_\_ each stipulate that the Court may make and enter an Order for the following:

**I. COLLABORATIVE PROCESS**

The parties and attorneys believe that it is in the best interests of the parties and their family to commit to avoiding adversarial legal proceedings and to adopt a conflict resolution process that does not rely on court-imposed resolution. By signing this stipulation, the parties commit themselves to proceeding in the collaborative process to find solutions that are acceptable to both parties with integrity, dignity, professionalism, respect and honesty.

By entering into this agreement, each party has limited the scope of the attorney's representation. Therefore, each attorney is forever disqualified from appearing as attorney of record for either party in any contested matter in this proceeding or in any other contested family law matter involving both parties. This disqualification may not be waived or modified by subsequent court order or agreement of the parties.

Notwithstanding the above, the attorneys may appear as counsel of record for purposes of filing all documents reflecting the agreement of the parties, completing any court required final documents, appearing at any status conference ordered by the court, and appearing at the final hearing.

## **II. NEGOTIATION IN GOOD FAITH**

The parties and the attorneys will take a reasonable approach to all issues. Where the approaches or interest differ, the parties and the attorneys will use their best efforts to create a range of resolution options and reach an ultimate settlement that meets the reasonable needs of both parties and their children.

While the parties will be informed about the applicable law and the litigation process, neither the parties nor the attorneys will use threats of litigation as a way of forcing settlement.

The parties and attorneys will maintain a high standard of integrity. No one will take advantage of the other or the miscalculations or inadvertent mistakes of the other, but shall identify such mistakes when discovered.

The parties and attorneys will work to maintain the privacy, respect and dignity of all involved.

## **III. FULL AND VOLUNTARY DISCLOSURE**

The parties and attorneys acknowledge and understand that honesty and the full disclosure of all information having a material bearing on the case, whether requested or not, is an integral factor in the reaching an agreement in the collaborative process. The parties and attorneys agree to voluntarily provide full disclosure in a timely manner of all such information available to party, and to cooperate in securing information from third parties. The parties and attorneys may use formal discovery methods to obtain information from third parties upon agreement between the parties and attorneys. Neither party will commence formal discovery from the other.

The parties understand that they will be required to file a signed individual or joint financial disclosure statement to the Court as provided by the Wisconsin Family Code.

## **IV. MENTAL HEALTH PROFESSIONALS AND FINANCIAL SPECIALISTS ENGAGED IN THE COLLABORATIVE PROCESS**

Any coach, child specialist or financial specialist engaged in the collaborative process is disqualified from providing information, responding to discovery requests or appearing as a witness for either party or the court. The notes, work papers, summaries and reports of such collaborative professionals shall be inadmissible as evidence in any proceeding involving the parties. This disqualification may not be waived or modified by subsequent court order or agreement of the parties. This paragraph does not apply to documents that are otherwise available from other sources (for example, tax returns, police reports and documents obtained from third parties obtained through formal discovery in Section III above).

## **V. EXPERTS**

Any necessary experts (e.g. appraisers) will be retained jointly. In the event that the collaborative process terminates, all experts will be disqualified from providing information, responding to discovery requests or appearing as a witness or being subject to discovery for either party or the court. The notes, work papers, summaries and reports of such experts shall be inadmissible as evidence in any proceeding involving the parties. This disqualification may not be waived or modified by subsequent court order, unless agreed in writing by both parties and the expert. This section does not apply to any coach, child specialist or financial specialist whose engagement in the process is governed by Section IV above.

## **VI. STATEMENTS OF PARTIES, ATTORNEYS AND OTHER PROFESSIONALS ENGAGED IN THE COLLABORATIVE PROCESS**

All subsequent documents shall be inadmissible for any purpose in any subsequent proceeding except as otherwise agreed upon between the parties. Statements made by either party during any meeting shall be protected as if the statements were made in mediation, and no such communications shall be deemed a waiver of any privilege by any party. However, statements that indicate an intent or disposition to do any of the following actions are not privileged: to endanger the health or safety of the other party, or of the children of either party; to conceal or change the residence of any child; to commit irreparable economic damage to the property of either party; or to conceal income or assets.

## **VII. ATTORNEY REPRESENTATION**

The parties understand that each attorney represents only his or her client; neither attorney represents his or her client's spouse. While the respective attorneys are parties to this agreement and are committed to negotiation in an atmosphere of honesty and integrity, the parties understand and agree that they cannot rely upon the attorney representing their spouse to provide representation, legal advice, or information. Each party shall rely exclusively upon the legal advice, representation, or information provided to them by their own attorney and shall have no claim against the other party's attorney with respect to any aspect of this process.

## **VIII. ADDITIONAL RESTRAINING ORDERS**

Both parties agree that, in addition to the restraining orders under § 767.117, Wis. Stats., commencing immediately:

(1) Each is restrained from disposing of or transferring property; and borrowing against, canceling, transferring, or disposing of, or changing the beneficiaries or any insurance or any other coverage including life, health, automobile and/or disability held for the benefit of the parties or their minor child or children;

(2) Prior mutual agreement is required for all extraordinary expenditures.

(3) Except for the uninsured healthcare expenses for the parties' children, neither party shall incur any debts or liabilities for which the other may be held responsible without advance agreement.

The foregoing orders may be modified by mutual agreement.

**IX. WITHDRAWAL OF ATTORNEY**

Either attorney may withdraw from this matter unilaterally by giving written notice of such decision to the other attorney. Notice of withdrawal does not terminate the collaborative process; a party losing his or her attorney may continue in the collaborative process, but must retain an attorney who will agree in writing to be bound by this Stipulation and Order. The withdrawing attorney and the successor attorney will cooperate in filing the necessary court documents to facilitate a substitution of counsel. The withdrawing attorney will promptly cooperate to facilitate the transfer of the client’s matter to successor counsel.

**X. TERMINATION OF COLLABORATIVE STATUS**

Either party may terminate the collaborative process by giving written notice or by filing any contested pleading in this matter. Each party agrees to give at least fifteen days advance notice of intent to terminate, to allow time to discuss the situation prior to termination. If either attorney believes that his or her client is in material breach of his/her obligations under this agreement by withholding or misrepresenting information material to the process, or is otherwise acting or failing to act in such a way that knowingly undermines or takes unfair advantage of the process, and the attorney has made all reasonable efforts to notify the party that his or her conduct violates this agreement, then such attorney may either withdraw or terminate the process by giving written notice. Upon withdrawal or termination of the process, the attorneys will promptly cooperate to facilitate the transfer of the client’s file. The parties do not waive their right to seek the assistance of the Circuit Court; however, any resort to litigation results in the automatic termination of the collaborative process and the disqualification of the undersigned attorneys, effective the date any application to the circuit court for its orders is made.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Petitioner-Wife

Joint Petitioner-Husband

Approved:

Approved:

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney for Joint Petitioner-Wife  
State Bar ID No.  
Address/Phone

Attorney for Joint Petitioner-Husband  
State Bar ID No.  
Address/Phone

**ORDER**

**BASED UPON** the Stipulation of the parties and their counsel,

**IT IS HEREBY ORDERED** that the terms and conditions of the Collaborative Stipulation are approved and made an Order of the Court.

Dated at \_\_\_\_\_, WI, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**BY THE COURT:**

\_\_\_\_\_  
Circuit Court Judge