

## **Pledge to Participate in the Collaborative Law Process**

This Pledge represents the agreement of each of the undersigned to participate in the Collaborative Law Process and to act in good faith to comply with the principles and guidelines stated herein.

### **I. Goals**

1. We acknowledge that in family-law matters, such as separation, support, child custody, property division, and divorce, it is in the best interests of parties and their families, whenever possible, to resolve conflicts and disputes through a non-adversarial, non-court process.
2. We have elected to use Collaborative Law Procedures pursuant to North Carolina General Statute § 50-70 as an alternative to judicial disposition of our family law matters and intend that this agreement shall satisfy the requirements of a Collaborative Law Agreement as set forth in North Carolina General Statute § 50-72.
3. In an atmosphere of honesty, cooperation, integrity, and professionalism, we will focus on the well being of both of the parties and their families in reaching a settlement.

### **II. Full, Voluntary Disclosure**

1. We agree to give complete, full, honest, and open disclosure of all relevant information, whether requested or not, and to engage in informal discussions and conferences for the purpose of reaching a settlement of all issues.
2. We wish to avoid the negative economic, social, and emotional consequences of protracted litigation and associated court processes for obtaining information such interrogatories, requests for production, and depositions. Any existing court action shall be suspended pursuant to N.C. Gen. Stat. § 50-74(b).
3. We commit to honestly express needs and desires, and to seek to hear and recognize the needs and desires of the other party and family members.

### **III. Experts and Consultants**

1. If consulting experts are needed, such as accountants, therapists, appraisers and other consultants, we will retain them jointly unless all parties and their attorneys agree otherwise.
2. We agree to direct all consulting experts to work in a cooperative effort to resolve issues without resort to litigation or any other external decision making process except as agreed upon.
3. Whenever possible, expert consultants will be directed to confer and render joint statements on the issues in dispute.

### **IV. Children's Issues**

1. In resolving issues about sharing the enjoyment and responsibility of the parties' minor children, the parties, attorneys and therapists will make every reasonable effort to reach amicable solutions that promote the best interests of the children.
2. We agree to act quickly to resolve differences, using mediation if necessary, in a manner that will promote a caring, loving, and involved relationship between the children and both parents.
3. We agree not to seek a custody evaluation while the matter is a Collaborative Law case unless agreed upon by both parties.
4. We agree to insulate our children from involvement in our disputes.

### **V. Limitations of the Collaborative Law Process**

1. We understand that the Collaborative Law Process is a voluntary process, and there can be no guarantee that the process will be successful in resolving our case.
2. We understand that, while the Collaborative Law Process can promote emotional healing and personal growth, the process will not necessarily resolve strong feelings and concerns that may exist about the disharmony, distrust and irreconcilable differences that led to the current conflict.
3. We understand that we may assert our respective interests; that we have retained separate attorneys that will help us to do so; and that, while our attorneys share a commitment to the Collaborative Law Process, they each have a professional duty to represent his or her client diligently and are not the attorney for the other party.
4. If the parties attended a joint orientation meeting at which the collaborative process was explained, the parties agree to waive any conflict of interest that may arise from their joint participation in the orientation meeting. If one party has chosen to be represented by the attorney participating in the orientation meeting, the other party consents to the representation, and the participating attorney confirms that he or she can exercise independent professional judgment on behalf of his or her client in the Collaborative Law Process.

### **VI. Good Faith, Interest-Based Negotiation**

1. Negotiations will be carried on in good faith, under an interest-based negotiation model, and the parties will not conceal information, bluff, mislead the other party about their intentions or interests, or make threats.
2. We will work to protect the privacy, respect, and dignity of all involved.

3. We will maintain a high standard of integrity and specifically will not take advantage of known mistakes or miscalculations, but will disclose them and seek to have them corrected.
4. We will avoid taking unilateral actions without discussion that will affect the other party, such as transferring funds from bank or investment accounts, drawing on lines of credit, or changing temporary parenting schedules.
5. We may use the law as a reference point in the negotiations if we so choose. The attorneys, upon request, can and will provide information as to relevant law, including rights, entitlements, and obligations pertaining to matters relevant to the separation and divorce process. Such legal information will be provided in the collaborative conferences with all parties present. If legal information or opinions are provided to a party individually outside of a collaborative conference, then the information and opinions will be shared at the next collaborative conference with both spouses and their attorneys. It is understood and agreed that the collaborative process is designed to use interest-based and problem-solving negotiation to establish financial plans and parenting strategies that are acceptable to both parties going forward, and that a party may determine whether or not to reach an agreement in the collaborative process that is different from the rights, entitlements and obligations created by North Carolina statutes and case law.

**VII. Withdrawal of Attorney**

1. We understand that an attorney who has signed this agreement may and will withdraw from a case if he or she believes, whether rightly or wrongly, that his or her client has intentionally withheld or misrepresented information or is otherwise undermining the Collaborative Law Process, and in such instance the Collaborative Law Process shall be terminated. Examples of such conduct would include: the secret disposition of marital or separate property, failure to fully disclose assets and obligations, on-going emotional or physical abuse of either a spouse or children, or a secret plan to leave the jurisdiction with the children.
2. If an attorney withdraws for reasons that do not require the termination of the Collaborative Law Process, then the party losing his or her attorney may retain a new attorney so long as the new attorney will agree in writing to be bound by this Pledge.

**VIII. Attorney Representation Limited to the Collaborative Process**

1. We understand that our attorneys' representation is limited to the Collaborative Law Process and that neither of our attorneys or their firms can ever represent us in an adversarial proceeding against the other, such as court or arbitration, except by agreement of all parties.
2. We agree that the undersigned attorneys may not and will not be called as witnesses in any court proceeding to resolve a family-law matter and that all attorney work product is inadmissible as evidence.
3. All non-attorney consultants and experts retained prior to termination of the Collaborative Law Process are disqualified as witnesses and their work product is inadmissible as evidence unless the parties agree otherwise in writing.

**IX. Election to Terminate the Collaborative Law Process**

1. If either party decides that the Collaborative Law Process is no longer appropriate, the Process may be terminated by written notice to the attorneys.
2. Termination will also occur automatically if either party files an action or motion in court such as a request for an emergency or temporary order.
3. Upon termination, the attorneys shall withdraw from any court proceeding already filed pursuant to N.C. Gen. Stat. § 50-76(c) and will cooperate in the transfer of the case to litigation attorneys.
4. We understand that in retaining new attorneys, the parties will incur the fees required by the new attorney.

**X. Pledge**

**WE, THE UNDERSIGNED, PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THIS DOCUMENT.**

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CLIENT Date

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ATTORNEY Date

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CLIENT Date

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ATTORNEY Date