

**Appendix prepared for Standby Committee on a Uniform Collaborative Law Act
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1. Selected examples of legislative authorization of judicial rulemaking power

CALIFORNIA

Cal Fam Code § 3162 (2009)

§ 3162. Uniform standards of practice for mediation

- (a) Mediation of cases involving custody and visitation concerning children shall be governed by uniform standards of practice adopted by the Judicial Council.
- (b) The standards of practice shall include, but not be limited to, all of the following:
 - (1) Provision for the best interest of the child and the safeguarding of the rights of the child to frequent and continuing contact with both parents, consistent with Sections 3011 and 3020.
 - (2) Facilitation of the transition of the family by detailing factors to be considered in decisions concerning the child's future.
 - (3) The conducting of negotiations in such a way as to equalize power relationships between the parties.
- (c) In adopting the standards of practice, the Judicial Council shall consider standards developed by recognized associations of mediators and attorneys and other relevant standards governing mediation of proceedings for the dissolution of marriage.
- (d) The Judicial Council shall offer training with respect to the standards to mediators.

FLORIDA

Fla. Stat. § 39.0121 (2009)

§ 39.0121. Specific rulemaking authority

Pursuant to the requirements of [s. 120.536](#), the department is specifically authorized to adopt, amend, and repeal administrative rules which implement or interpret law or policy, or describe the procedure and practice requirements necessary to implement this chapter, including, but not limited to, the following:...

(12) Legal and casework procedures, including, but not limited to, mediation, diligent search, stipulations, consents, surrenders, and default, with respect to dependency, termination of parental rights, adoption, guardianship, and kinship care proceedings....

ILLINOIS

710 ILCS 20/5 (2010)

§ 710 ILCS 20/5. [Rules of operations and standards]

Sec. 5. (a) Subject to the supervisory authority of the Supreme Court, the Chief Judge of each judicial circuit in which a dispute resolution fund has been established shall make rules pertaining to the operation and standards to be adhered to by dispute resolution centers in that judicial circuit in order to qualify for funding. Such rules shall provide for the following in connection with mediation of disputes referred from the court system:

- (1) Each dispute resolution center applying for funding shall report the number of cases which have been successfully resolved in each of the 3 preceding years.
 - (2) All mediators shall be trained in conflict resolution techniques for at least 30 hours and shall participate in an ongoing peer review program. Mediators shall perform their duties as volunteers, and shall not receive any compensation for their services.
 - (3) Mediation shall be scheduled within 30 days of commencement of a case unless good cause exists for not scheduling mediation.
 - (4) Each dispute resolution center receiving funding under this Act shall maintain records which shall be available for inspection by the office of the Chief Judge of the circuit and which shall demonstrate adherence to applicable requirements.
 - (5) Prior to mediation, disputants shall be advised of the objectives of mediation, the function of the mediator, and the role of the disputants in the mediation process.
 - (6) A dispute shall be considered to be successfully resolved when a written agreement which sets forth the obligations and responsibilities of the disputants is signed by the disputants.
- (b) Subject to the supervisory authority of the Supreme Court, the Chief Judge of each judicial circuit in which a dispute resolution fund has been established shall make rules concerning the types of cases which the judges of the circuit may refer to a qualified dispute resolution center, and may make any other rules necessary for the operation of the Act in that judicial circuit.

INDIANA

Burns Ind. Code Ann. § 34-8-1-3 (2009)

34-8-1-3. Authority of supreme court to adopt rules.

The supreme court has authority to adopt, amend, and rescind rules of court that govern and control practice and procedure in all the courts of Indiana. These rules must be promulgated and take effect under the rules adopted by the supreme court, and thereafter all laws in conflict with the supreme court's rules have no further force or effect.

NEW JERSEY

THE NEW JERSEY ALTERNATIVE PROCEDURE FOR DISPUTE RESOLUTION
ACT

N.J. Stat. § 2A:23A-30 (2010)

§ 2A:23A-30. Rules of court; report

The Supreme Court of New Jersey shall adopt rules of court appropriate or necessary to effectuate the purpose of this act. The Administrative Office of the Courts shall not later than March 1 of each year file with the Governor and Legislature a report on the impact of the implementation of this act on insurance settlement practices and costs, and on court calendars and workload.

NORTH CAROLINA

N.C. Gen. Stat. § 7A-38.2 (2009)

§ 7A-38.2. Regulation of mediators and other neutrals

(a) The Supreme Court may adopt standards of conduct for mediators and other neutrals who are certified or otherwise qualified pursuant to [G.S. 7A-38.1](#), [7A-38.3](#), [7A-38.3B](#), [7A-38.3D](#), and [7A-38.4A](#), or who participate in proceedings conducted pursuant to those sections. The standards may also regulate mediator and other neutral training programs. The Supreme Court may adopt procedures for the enforcement of those standards.

(b) The administration of the certification and qualification of mediators and other neutrals, and mediator and other neutral training programs shall be conducted through the Dispute Resolution Commission, established under the Judicial Department. The Supreme Court shall adopt rules and regulations governing the operation of the Commission. The Commission shall exercise all of its duties independently of the Director of the Administrative Office of the Courts, except that the Commission shall consult with the Director regarding personnel and budgeting matters.

OHIO

ORC Ann. 3109.052 (2010)

§ 3109.052. Mediation of differences as to allocation of parental rights and responsibilities

(A) If a proceeding for divorce, dissolution, legal separation, annulment, or the allocation of parental rights and responsibilities for the care of a child involves one or more children, if the parents of the children do not agree upon an appropriate allocation of parental rights and responsibilities for the care of their children or do not agree upon a specific schedule of parenting time for their children, the court may order the parents to mediate their differences on those matters in accordance with mediation procedures adopted by the court by local rule.... Any mediation procedures adopted by local court rule for use under this division shall include, but are not limited to, provisions establishing qualifications for mediators who may be employed or used and provisions establishing standards for the conduct of the mediation.

TEXAS

Tex. Gov't Code § 74.024

§ 74.024. Rules

(a) The supreme court may adopt rules of administration setting policies and guidelines necessary or desirable for the operation and management of the court system and for the efficient administration of justice.

(b) The supreme court shall request the advice of the court of criminal appeals before adopting rules affecting the administration of criminal justice.

(c) The supreme court may consider the adoption of rules relating to:

- (1) nonbinding time standards for pleading, discovery, motions, and dispositions;
- (2) nonbinding dismissal of inactive cases from dockets, if the dismissal is warranted;
- (3) attorney's accountability for and incentives to avoid delay and to meet time standards;
- (4) penalties for filing frivolous motions;
- (5) firm trial dates;
- (6) restrictive devices on discovery;
- (7) a uniform dockets policy;
- (8) formalization of settlement conferences or settlement programs;
- (9) standards for selection and management of nonjudicial personnel;
- (10) transfer of related cases for consolidated or coordinated pretrial proceedings; and
- (11) the conducting of proceedings under Rule 11, Rules of Judicial Administration, by a district court outside the county in which the case is pending.

(d) Any rules adopted under this section remain in effect unless and until disapproved by the legislature. The clerk of the supreme court shall file with the secretary of state the rules or any amendments to the rules adopted by the supreme court under this section and

shall mail a copy of the rules and any amendments to each registered member of the State Bar not later than the 120th day before the date on which they become effective. The supreme court shall allow a period of 60 days for review and comment on the rules and any amendments. The clerk of the supreme court shall report the rules or amendments to the rules to the next regular session of the legislature by mailing a copy of the rules or amendments to the rules to each elected member of the legislature on or before December 1 immediately preceding the session.

WEST VIRGINIA

W. Va. Code § 48-5A-102 (2009)

§ 48-5A-102. Collaborative law generally; requesting the Supreme Court to study collaborative law procedures for possible implementation in this State.

....Several states have passed laws adopting collaborative law procedures. The Legislature requests that the Supreme Court of Appeals study the use of collaborative law procedures in the family courts of this State and, should the court find that the procedures would be an effective alternative approach to dispute resolution in family law matters, promulgate rules for the implementation of the collaborative law procedures. The Legislature further requests that the Supreme Court of Appeals present its findings and any rules promulgated to the Legislature at the regular session of the Legislature, 2009.

FEDERAL

28 USCS § 651

§ 651. Authorization of alternative dispute resolution

(a) Definition. For purposes of this chapter [[28 USCS §§ 651](#) et seq.], an alternative dispute resolution process includes any process or procedure, other than an adjudication by a presiding judge, in which a neutral third party participates to assist in the resolution of issues in controversy, through processes such as early neutral evaluation, mediation, minitrial, and arbitration as provided in sections 654 through 658 [[28 USCS §§ 654-658](#)].

(b) Authority. Each United States district court shall authorize, by local rule adopted under section 2071(a) [[28 USCS § 2071\(a\)](#)], the use of alternative dispute resolution processes in all civil actions, including adversary proceedings in bankruptcy, in accordance with this chapter [[28 USCS §§ 651](#) et seq.], except that the use of arbitration may be authorized only as provided in section 654 [[28 USCS § 654](#)]. Each United States district court shall devise and implement its own alternative dispute resolution program, by local rule adopted under section 2071(a) [[28 USCS § 2071\(a\)](#)], to encourage and promote the use of alternative dispute resolution in its district.

(c) Existing alternative dispute resolution programs. In those courts where an alternative dispute resolution program is in place on the date of the enactment of the Alternative Dispute Resolution Act of 1998 [enacted Oct. 30, 1998], the court shall examine the effectiveness of that program and adopt such improvements to the program as are consistent with the provisions and purposes of this chapter [[28 USCS §§ 651](#) et seq.].

(d) Administration of alternative dispute resolution programs. Each United States district court shall designate an employee, or a judicial officer, who is knowledgeable in alternative dispute resolution practices and processes to implement, administer, oversee, and evaluate the court's alternative dispute resolution program. Such person may also be responsible for recruiting, screening, and training attorneys to serve as neutrals and arbitrators in the court's alternative dispute resolution program.

(e) Title 9 not affected. This chapter [[28 USCS §§ 651](#) et seq.] shall not affect title 9, United States Code.

(f) Program support. The Federal Judicial Center and the Administrative Office of the United States Courts are authorized to assist the district courts in the establishment and improvement of alternative dispute resolution programs by identifying particular practices employed in successful programs and providing additional assistance as needed and appropriate.

28 USCS § 2073

§ 2073. Rules of procedure and evidence; method of prescribing

(a) (1) The Judicial Conference shall prescribe and publish the procedures for the consideration of proposed rules under this section.

(2) The Judicial Conference may authorize the appointment of committees to assist the Conference by recommending rules to be prescribed under sections 2072 and 2075 of this [title \[28 USCS §§ 2072 and 2075\]](#). Each such committee shall consist of members of the bench and the professional bar, and trial and appellate judges.

(b) The Judicial Conference shall authorize the appointment of a standing committee on rules of practice, procedure, and evidence under subsection (a) of this section. Such standing committee shall review each recommendation of any other committees so appointed and recommend to the Judicial Conference rules of practice, procedure, and evidence and such changes in rules proposed by a committee appointed under subsection (a)(2) of this section as may be necessary to maintain consistency and otherwise promote the interest of justice.

(c) (1) Each meeting for the transaction of business under this chapter by any committee appointed under this section shall be open to the public, except when the committee so meeting, in open session and with a majority present, determines that it is in the public interest that all or part of the remainder of the meeting on that day shall be closed to the public, and states the reason for so closing the meeting. Minutes of each meeting for the transaction of business under this chapter shall be maintained by the committee and made available to the public, except that any portion of such minutes, relating to a closed meeting and made available to the public, may contain such deletions as may be necessary to avoid frustrating the purposes of closing the meeting.

(2) Any meeting for the transaction of business under this chapter, by a committee appointed under this section, shall be preceded by sufficient notice to enable all interested persons to attend.

(d) In making a recommendation under this section or under section 2072 or 2075 [[28 USCS § 2072](#) or [2075](#)], the body making that recommendation shall provide a proposed rule, an explanatory note on the rule, and a written report explaining the body's action, including any minority or other separate views.

(e) Failure to comply with this section does not invalidate a rule prescribed under section 2072 or 2075 of this [title \[28 USCS § 2072 or 2075\]](#).

28 USCS § 2071

§ 2071. Rule-making power generally

(a) The Supreme Court and all courts established by Act of Congress may from time to time prescribe rules for the conduct of their business. Such rules shall be consistent with Acts of Congress and rules of practice and procedure prescribed under section 2072 of this [title \[28 USCS § 2072\]](#).

(b) Any rule prescribed by a court, other than the Supreme Court, under subsection (a) shall be prescribed only after giving appropriate public notice and an opportunity for comment. Such rule shall take effect upon the date specified by the prescribing court and shall have such effect on pending proceedings as the prescribing court may order.

(c) (1) A rule of a district court prescribed under subsection (a) shall remain in effect unless modified or abrogated by the judicial council of the relevant circuit.

(2) Any other rule prescribed by a court other than the Supreme Court under subsection (a) shall remain in effect unless modified or abrogated by the Judicial Conference.

(d) Copies of rules prescribed under subsection (a) by a district court shall be furnished to the judicial council, and copies of all rules prescribed by a court other than the Supreme Court under subsection (a) shall be furnished to the Director of the Administrative Office of the United States Courts and made available to the public.

(e) If the prescribing court determines that there is an immediate need for a rule, such court may proceed under this section without public notice and opportunity for comment, but such court shall promptly thereafter afford such notice and opportunity for comment.

(f) No rule may be prescribed by a district court other than under this section.

2. Selected definitions of family law

DELAWARE

10 Del. C. § 921 (2010)

§ 921. Exclusive original civil jurisdiction

The Court shall have exclusive original civil jurisdiction in all proceedings in this State concerning:

(1) Any child found in the State who is alleged to be dependent, neglected, abused or delinquent except as otherwise provided in this chapter;

(2) a. Any child charged in this State with delinquency by having committed any act or violation of any laws of this State or any subdivision thereof, except murder in the first or second degree, rape in the first degree, rape in the second degree, unlawful sexual intercourse in the first degree, assault in the first degree, robbery in the first degree, (where such offense involves the display of what appears to be a deadly weapon or involves the representation by word or conduct that the person was in possession or control of a deadly weapon or involves the infliction of serious physical injury upon any person who was not a participant in the crime, and where the child has previously been adjudicated delinquent of 1 or more offenses which would constitute a felony were the child charged under the laws of this State), kidnapping in the first degree, or any attempt to commit said crimes; any child 16 years of age or older charged with violation of Title 21, except as provided in paragraph (16) of this section or § 927 of this title; or any other crime over which the General Assembly has granted or may grant jurisdiction to another court.

b. Any child charged in this State with delinquency by having committed, after reaching his or her 16th birthday, murder in the second degree, manslaughter, robbery in the second degree, attempted murder (first or second degree), burglary in the first degree or arson in the first degree; provided, however, that such child shall, after his first appearance in the Court, be given a hearing as soon as practicable to determine his amenability to the processes of the Court. The Court shall give immediate notice of such hearing in writing to the Department of Justice and to the child's custodian, near relative, attorney or other interested person, if known, and then the Court shall proceed in accordance with the provisions of § 1010 of this title. The Attorney General or one of his or her deputies shall be present at any such hearing.

Superior Court shall retain jurisdiction for purposes of sentencing and all other postconviction proceedings if any judge or jury shall find the child guilty of a lesser included crime following a trial or plea of guilty in any prosecution for 1 of the crimes specifically defined in this subsection or for any crime where the child has been transferred to the Superior Court by the Family Court pursuant to § 1010 of this title;

(3) Enforcement of any law of this State or any subdivision or any regulation

promulgated by a governmental agency, or any petitions or actions, for the education, protection, control, visitation, possession, custody, care, or support of children; provided however, that the Justice of the Peace Court shall have original and exclusive jurisdiction over truancy matters as set forth in Chapter 27 of Title 14, and the Family Court shall assume exclusive jurisdiction over those matters transferred or appealed from the Justice of the Peace Court in accordance with [§§ 2731](#) and [2732 of Title 14](#);

(4) Judicial consent to employment, medical care, or enlistment in the armed services of a child when such consent is required by law;

(5) Actions to terminate compulsory school attendance by a child who has not attained his or her 16th birthday;

(6) Actions and proceedings wherein:

a. A member of a family alleges that some other member of the family is by their conduct imperiling any family relationship and petitions the Court for appropriate relief.

b. The Division of Child Protective Services or a licensed youth service agency alleges that the conduct of a child, or of the parents or custodians, or members of a family, imperils any family relationship or imperils the morals, health, maintenance or care of a child and petitions the Court for appropriate relief; provided, however, that where a parent, to ensure the safety or welfare of the child, fails to cause the child to attend school, such parent has not imperiled the family relationship, nor has imperiled the morals, health, maintenance or care of the child.

c. In such actions and proceedings the Court may make such adjudications and dispositions as appear appropriate;

(7) Liability of relatives to support a poor person under [13 Del. C. § 501](#), and [31 Del. C. §§ 2830](#) and [2831](#);

(8) Execution of forms consenting to marriages under [13 Del. C. § 123](#);

(9) Reciprocal support proceedings by or against nonresidents under Chapter 6 of Title 13;

(10) Any child in the State under the age of 16 years charged with delinquency by having committed a violation of any provision of Title 21; and any child in the State 16 years of age or older charged with having violated any of the provisions specified in § 927 of this title;

a. The court having jurisdiction of violations of Title 21, not covered above, shall not proceed, except to continue the case, without the presence of a custodian, near relative, attorney or other interested person.

b. Any judge of a court of proper jurisdiction, if the judge determines the existence of circumstances beyond the violation of Title 21, which indicates that the child 16 or 17 years old may be dependent, neglected or delinquent, shall, in addition to hearing the violation of Title 21, cause a complaint to be filed charging dependency, neglect or delinquency.

c. Any sentence imposed against any child 16 or 17 years old by a court having jurisdiction of the offenses in Title 21, except those offenses within the jurisdiction of the Family Court, shall be limited to a fine and costs. No court shall detain a child 16 years of age or older in a jail or adult correctional institution or jail pending trial on any violation of Title 21. Any child pending trial shall, in the default of bail, be detained only in a juvenile correctional facility.

d. Any child 16 or 17 years old who fails or refuses to pay a fine imposed by a court having jurisdiction of the offenses in Title 21, except those offenses within the jurisdiction of the Family Court, and after exhaustion of all other legal remedies for collection provided by the State, shall be charged with delinquency and referred to the Family Court;

(11) All proceedings relative to divorce and annulment under Chapter 15 of Title 13;

(12) Actions concerning the education of the handicapped and the enforcement of rights guaranteed by Chapter 31 of Title 14;

(13) Actions concerning appeals from administrative decisions of the Division of Child Support Enforcement, in accordance with the Delaware Administrative Procedures Act, Chapter [101 of Title 29](#);

(14) Petitions by persons formerly married to each other seeking an interest in or disposition of jointly titled real property, acquired during their marriage where such property was not disposed of (i) by agreement of the parties, or (ii) by virtue of ancillary proceedings pursuant to [§ 1513 of Title 13](#). In dividing said property the Family Court shall apply equitable principles unless there is a written agreement signed by the parties regarding the disposition of said property. Unless there is a written agreement signed by the parties the Family Court shall not consider the factors enumerated in [§ 1513 of Title 13](#). This subdivision shall apply to all actions filed after July 11, 1989;

(15) Proceedings relative to parental notice of abortion under subchapter VIII, Chapter 17 of Title 24;

(16) Notwithstanding any provision of this title to the contrary, charges of delinquency based upon an alleged violation of any provision of Title 11, 16 or 21 of this Code which would otherwise be within the original civil jurisdiction of Family Court shall instead be within the original criminal jurisdiction of Superior Court if said charges may be joined properly with a felony pending against the same child in Superior Court, as determined pursuant to the relevant rules of the Superior Court;

(17) Actions concerning child support liens pursuant to [§ 519 of Title 13](#);

(18) Child Protection Registry proceedings pursuant to Chapter 9 of Title 16.

§ 922. Exclusive and concurrent original criminal jurisdiction

(a) Except as provided in paragraphs (b), (c), (d) and (e) of this section, the Court shall have exclusive original criminal jurisdiction in all proceedings in this State concerning the following, the enumeration of which shall not be construed to exclude jurisdiction otherwise conferred upon the Court:

(1) Ill treatment, abuse, abandonment or contributing to the delinquency of a child, or any misdemeanor committed against a child;

(2) Offenses, except felonies, committed by one member of a family against another member of the family, and criminal cases, except felonies, in which one member of a family is complainant against another member of the family;

(3) Offenses, except felonies, in which the defendant is a member of a family and the complainant is a peace officer and the criminal act complained of was committed during a family altercation;

(4) Misdemeanor criminal non-support and misdemeanor aggravated criminal non-support under [11 Del. C. § 1113](#);

(5) Illegitimacy proceedings under [13 Del. C. §§ 1321-1335](#) [repealed];

(6) Children of immoral parents under [13 Del. C. § 706](#) [repealed];

(7) Aiding a child who escapes from the Department of Services for Children, Youth and Their Families under [31 Del. C. § 5311](#);

(8) Cruel treatment and wrongful disposition or employment of children under [11 Del. C. § 1102](#);

(9) Interference with custody of a child under [11 Del. C. § 785](#);

(10) Placing a resident or bringing a nonresident dependent child into Delaware without consent of the Department of Services for Children, Youth and Their Families under [31 Del. C. §§ 307, 351](#), except as provided in the Interstate Compact for Juveniles;

(11) Sale or delivery of an alcoholic beverage to a child under [4 Del. C. § 904](#);

(12) Permitting a child to remain where alcoholic beverages are sold under [11 Del. C. §](#)

[1106](#);

(13) Permitting a child to be present where gambling activity is maintained or conducted under [11 Del. C. § 1106](#);

(14) Sale of weapons to a child under [24 Del. C. § 903](#);

(15) Sexual assault on a child under [11 Del. C. § 761](#);

(16) Intra-family offenses against the person under [11 Del. C. §§ 601, 602, 611](#);

(17) Incest under [11 Del. C. § 766](#);

(18) Reciprocal support proceedings against or on behalf of nonresidents under 13 Del. C., c. 6, where appropriate;

(19) Unlawful sexual contact in the third degree against a child under [11 Del. C. § 767](#);

(20) Violation of a protective order under [11 Del. C. § 1271A](#);

(21) Offenses involving the reporting of new hires under [§ 1156A of Title 30](#).

(b) The Court shall have concurrent criminal jurisdiction with the Justice of the Peace Court in all proceedings concerning alleged curfew violations under §§ 39-14 through 39-16 of the Wilmington Code.

(c) The Court shall have concurrent criminal jurisdiction with the Justice of the Peace Courts in all proceedings concerning alleged curfew violations pursuant to any municipal ordinance.

(d) Notwithstanding the provisions of paragraphs (a)(1)-(a)(3), (a)(17) and (a)(20) of this section, if offenses or criminal cases within the exclusive original jurisdiction of Family Court otherwise may be joined properly with a felony within the jurisdiction of Superior Court, such offenses or criminal cases shall be within the jurisdiction of Superior Court.

(e) Notwithstanding the provisions of paragraphs (a)(1)-(a)(3), (a)(17) and (a)(20) of this section, if offenses or criminal cases within the exclusive jurisdiction of the Family Court and in which the defendant is an adult otherwise may be joined properly with a criminal case or other offense that is within the jurisdiction of the Court of Common Pleas, such offenses or criminal cases shall be within the jurisdiction of the Court of Common Pleas, except that this subsection shall not apply to offenses or criminal cases involving felonies.

FLORIDA

Fla. 20th Jud. Cir. AO 12.2 (2008)

....Scope of Cases. Family Court will preside over family law cases involving family issues germane to a single family or extended family. These family law cases may include but shall not be limited to: dissolution of marriage, division and distribution of property arising out of a dissolution of marriage proceeding, annulment, support unconnected with dissolution of marriage, paternity, child support, URESA/UNIFSA, custodial care of and access to children, adoption, name change, declaratory judgment actions related to premarital, marital, or postmarital agreements, and civil domestic and repeat violence injunctions.

Also included within the defined family law cases are juvenile dependency, termination of parental rights, juvenile delinquency, emancipation of a minor, CINS/FINS, and truancy. All of these cases will be heard within the juvenile division and monitored by a case management team.

The court will also hear modification and enforcement of orders entered in all of the cases mentioned above.

HAWAII

HRS § 571-11 (2009)

§ 571-11. Jurisdiction; children.

Except as otherwise provided in this chapter, the court shall have exclusive original jurisdiction in proceedings:

(1) Concerning any person who is alleged to have committed an act prior to achieving eighteen years of age which would constitute a violation or attempted violation of any federal, state, or local law or municipal ordinance. Regardless of where the violation occurred, jurisdiction may be taken by the court of the circuit where the person resides, is living, or is found, or in which the offense is alleged to have occurred;

(2) Concerning any child living or found within the circuit:

(A) Who is neglected as to or deprived of educational services because of the failure of any person or agency to exercise that degree of care for which it is legally responsible;

(B) Who is beyond the control of the child's parent or other custodian or whose behavior is injurious to the child's own or others' welfare;

(C) Who is neither attending school nor receiving educational services required by law whether through the child's own misbehavior or nonattendance or otherwise; or

(D) Who is in violation of curfew;

(3) To determine the custody of any child or appoint a guardian of any child;

(4) For the adoption of a person under chapter 578;

(5) For the termination of parental rights under sections 571-61 to 571-63;

(6) For judicial consent to the marriage, employment, or enlistment of a child, when such consent is required by law;

(7) For the treatment or commitment of a mentally defective, mentally retarded, or mentally ill child;

(8) Under the Interstate Compact on Juveniles under chapter 582 or the Interstate Compact for Juveniles under chapter ;

(9) For the protection of any child under chapter 587; and

(10) For a change of name as provided in section 574-5(a)(2)(C).

HRS § 571-14 (2009)

§ 571-14. Jurisdiction; adults.

(a) Except as provided in sections 603-21.5 and 604-8, the court shall have exclusive original jurisdiction:

(1) To try any offense committed against a child by the child's parent or guardian or by any other person having the child's legal or physical custody, and any violation of section 707-726, 707-727, 709-902, 709-903, 709-903.5, 709-904, 709-905, 709-906, or 302A-1135, whether or not included in other provisions of this paragraph or paragraph (2);

(2) To try any adult charged with:

(A) Deserting, abandoning, or failing to provide support for any person in violation of law;

(B) An offense, other than a felony, against the person of the defendant's husband or wife;

(C) Any violation of an order issued pursuant to chapter 586; or

(D) Any violation of an order issued by a family court judge.

In any case within paragraph (1) or (2), the court, in its discretion, may waive its jurisdiction over the offense charged;

(3) In all proceedings under chapter 580, and in all proceedings under chapter 584;

(4) In proceedings under chapter 575, the Uniform Desertion and Nonsupport Act, and under chapter 576B, the Uniform Interstate Family Support Act;

(5) For commitment of an adult alleged to be mentally defective or mentally ill;

(6) In all proceedings for support between parent and child or between husband and wife;

(7) In all proceedings for pre-trial detention or waiver of jurisdiction over an adult who was a child at the time of an alleged criminal act as provided in section 571-13 or 571-22;

(8) In all proceedings under chapter 586, Domestic Abuse Protective Orders; and

(9) For the protection of vulnerable adults under chapter 346, part X.

In any case within paragraph (3), (4), or (6), the attorney general, through the child support enforcement agency, may exercise concurrent jurisdiction as provided in chapter

576E.

(b) The court shall have concurrent jurisdiction with the district court over violations of sections 707-712, 707-717, 707-722, 708-822, 708-823, 710-1010.5, 711-1106, and 711-1106.5 when multiple offenses are charged through complaint or indictment and at least one offense is a violation of an order issued pursuant to chapter 586 or a violation of section 709-906.

(c) The court shall have concurrent jurisdiction with the circuit court over violations of section 711-1106.4.

(d) The court shall have concurrent jurisdiction with the circuit court in all proceedings to appoint a guardian of an adult.

KENTUCKY

KRS § 23A.100 (2010)

23A.100. Jurisdiction of family court.

(1) As a division of Circuit Court with general jurisdiction pursuant to Section 112(6) of the Constitution of Kentucky, a family court division of Circuit Court shall retain jurisdiction in the following cases:

- (a) Dissolution of marriage;
- (b) Child custody;
- (c) Visitation;
- (d) Maintenance and support;
- (e) Equitable distribution of property in dissolution cases;
- (f) Adoption; and
- (g) Termination of parental rights.

(2) In addition to general jurisdiction of Circuit Court, a family court division of Circuit Court shall have the following additional jurisdiction:

- (a) Domestic violence and abuse proceedings under KRS Chapter 403 subsequent to the issuance of an emergency protective order in accord with local protocols under [KRS 403.735](#);
- (b) Proceedings under the Uniform Act on Paternity, KRS Chapter 406, and the Uniform Interstate Family Support Act, [KRS 407.5101](#) to [407.5902](#);
- (c) Dependency, neglect, and abuse proceedings under KRS Chapter 620; and
- (d) Juvenile status offenses under KRS Chapter 630, except where proceedings under KRS Chapter 635 or 640 are pending.

(3) Family court divisions of Circuit Court shall be the primary forum for cases in this section, except that nothing in this section shall be construed to limit the concurrent jurisdiction of District Court.

MARYLAND

Md. Rule 16-204 (2010)

Rule 16-204. Family division and support services.

(a) Family division.

(1) Established. In each county having more than seven resident judges of the circuit court authorized by law, there shall be a family division in the circuit court.

(2) Actions assigned. In a court that has a family division, the following categories of actions and matters shall be assigned to that division:

(A) dissolution of marriage, including divorce, annulment, and property distribution.

(B) child custody and visitation, including proceedings governed by the Maryland Uniform Child Custody Jurisdiction Act, Code, Family Law Article, Title 9, Subtitle 2, and the Parental Kidnapping Prevention Act, [28 U.S.C. § 1738A](#).

(C) alimony, spousal support, and child support, including proceedings under the Maryland Uniform Interstate Family Support Act.

(D) establishment and termination of the parent-child relationship, including paternity, adoption, guardianship that terminates parental rights, and emancipation.

(E) criminal nonsupport and desertion, including proceedings under Code, Family Law Article, Title 10, Subtitle 2 and Code, Family Law Article, Title 13.

(F) name changes.

(G) guardianship of minors and disabled persons under Code, Estates and Trusts Article, Title 13.

(H) involuntary admission to state facilities and emergency evaluations under Code, Health General Article, Title 10, Subtitle 6.

(I) family legal-medical issues, including decisions on the withholding or withdrawal of life-sustaining medical procedures.

(J) actions involving domestic violence under Code, Family Law Article, Title 4, Subtitle 5.

(K) juvenile causes under Code, Courts Article, Title 3, Subtitles 8 and 8A.

(L) matters assigned to the family division by the County Administrative Judge that are related to actions in the family division and appropriate for assignment to the family division; and.

(M) civil and criminal contempt arising out of any of the categories of actions and matters set forth in subsection (a) (2) (A) through (a) (2) (L) of this Rule.

MISSOURI

§ 487.080 R.S.Mo. (2009)

§ 487.080. Jurisdiction

Except as provided in [section 487.130](#) and, notwithstanding any other provision of law to the contrary, the family court shall have exclusive original jurisdiction to hear and determine the following matters:

- (1) All actions or proceedings governed by chapter 452, RSMo, including but not limited to dissolution of marriage, legal separation, separate maintenance, child custody and modification actions;
- (2) Actions for annulment of marriage;
- (3) Adoption actions and all actions and proceedings conducted pursuant to the provisions of chapter 453, RSMo;
- (4) Juvenile proceedings and all actions as provided for in chapter 211, RSMo;
- (5) Actions to establish the parent and child relationship, except actions to establish a person as an heir, devisee or trust beneficiary, and all actions provided for in chapter 210, RSMo;
- (6) Actions for determination of support duties and for enforcement of support, including actions under the uniform reciprocal enforcement of support act and actions provided for in chapter 454, RSMo. Family court personnel shall not duplicate any functions performed by the division of child support enforcement or local prosecuting attorney but shall cooperate with the division of child support enforcement or the local prosecuting attorney;
- (7) Adult abuse and child protection actions and all actions provided for in chapter 455, RSMo;
- (8) Change of name actions;
- (9) Marriage license waiting period waivers under chapter 451, RSMo.

MICHIGAN

DOMESTIC RELATIONS ARBITRATION ACT

600.5071 Stipulation to binding arbitration; agreement.

Sec. 5071.

Parties to an action for divorce, annulment, separate maintenance, or child support, custody, or parenting time, or to a postjudgment proceeding related to such an action, may stipulate to binding arbitration by a signed agreement that specifically provides for an award with respect to 1 or more of the following issues:

- (a) Real and personal property.
- (b) Child custody.
- (c) Child support, subject to the restrictions and requirements in other law and court rule as provided in this act.
- (d) Parenting time.
- (e) Spousal support.
- (f) Costs, expenses, and attorney fees.
- (g) Enforceability of prenuptial and postnuptial agreements.
- (h) Allocation of the parties' responsibility for debt as between the parties.
- (i) Other contested domestic relations matters.

NEW MEXICO

DOMESTIC AFFAIRS LAW 40-4-7.2.

Binding arbitration option; procedure.

A. Parties to an action for divorce, separation, custody or time-sharing, child support, spousal support, marital property and debt division or attorney fees related to such matters, including any post-judgment proceeding, may stipulate to binding arbitration by a signed agreement that provides for an award with respect to one or more of the following issues:

- (1) valuation and division of real and personal property;
- (2) child support, custody, time-sharing or visitation;
- (3) spousal support;
- (4) costs, expenses and attorney fees;
- (5) enforceability of prenuptial and post-nuptial agreements;
- (6) determination and allocation of responsibility for debt as between the parties;
- (7) any civil tort claims related to any of the foregoing; or
- (8) other contested domestic relations matters.

NORTH CAROLINA

N.C.G.S.A. § 50-41 FAMILY LAW ARBITRATION ACT

§50-41 Family Law Arbitration Act

Purpose; short title. (a) It is the policy of this State to allow, by agreement of all parties, the arbitration of all issues arising from a marital separation or divorce, except for the divorce itself, while preserving a right of modification based on substantial change of circumstances related to alimony, child custody, and child support. Pursuant to this policy, the purpose of this Article is to provide for arbitration as an efficient and speedy means of resolving these disputes, consistent with Chapters 50, 50A, 50B, 51, 52, 52B, and 52C of the General Statutes and similar legislation, to provide default rules for the conduct of arbitration proceedings, and to assure access to the courts of this State for proceedings ancillary to this arbitration.

3. Selected court rules on collaborative Law

CALIFORNIA

Cal Fam Code § 2013 (2009)

§ 2013. Collaborative law process

(a) If a written agreement is entered into by the parties, the parties may utilize a collaborative law process to resolve any matter governed by this code over which the court is granted jurisdiction pursuant to Section 2000.

(b) "Collaborative law process" means the process in which the parties and any professionals engaged by the parties to assist them agree in writing to use their best efforts and to make a good faith attempt to resolve disputes related to the family law matters as referenced in subdivision (a) on an agreed basis without resorting to adversary judicial intervention.

Superior court of the state of California county of Contra Costa

RULE 12.5 COLLABORATIVE LAW

The Contra Costa County Superior Court recognizes the unique nature of family law disputes and the fact that family law issues are best resolved by the parties reaching agreement over critical matters as child custody, support and property, without engaging in the traditional adversarial litigation process. The Contra Costa County Superior Court strongly supports the use of the collaborative law process as well as other alternate dispute resolution tools for the purpose of developing both short-term and long-term agreements that meet the best interests of the entire family, particularly the children.

- A. No case will be entitled to a designation as a “collaborative law” case unless the parties have signed and filed a collaborative law stipulation.
- B. When a case is designated as a “collaborative law” case, the Court shall vacate any Classification Conference or Case Management Conference which had previously been set and shall set the matter for a Case Management Conference no later than one year from the date of the designation.
- C. The term “Collaborative Law Case” is to be included in the caption of any document filed with the Court from and after the filing of the collaborative law stipulation and order.
- D. As to any case designated as a collaborative law case:
 - 1. The Court will consider collaborative law counsel to be advisory and not attorneys of record.
 - 2. The Court will not impose discovery deadlines or enter scheduling orders.
- E. The designation of a case as a collaborative law case is voluntary and requires the agreement of all parties. The collaborative law case designation will be removed upon stipulation or the filing and service of a termination election as provided in the collaborative law stipulation and order. The filing by any party of an at issue memorandum, order to show cause, motion or other pleading requiring judicial adjudication shall automatically terminate the collaborative law case designation and a Case Classification Conference will be set.
- F. Collaborative law cases are governed by the Family Code, the California Rules of Court and other applicable California law.

Superior Court of California County of Los Angeles

14.26 Collaborative Law Cases

(a) Designation. A case may be designated a “Collaborative Law Case” if the parties have signed a written Collaborative Law Agreement that provides for 1) a full exchange of information, 2) the withdrawal of the party’s attorney (whether or not said attorney is of record) upon the termination of the collaborative law process, and 3) the joint retention of any consultants needed to assist the parties in the collaborative law process, unless otherwise authorized by the written agreement of the parties. The words “Collaborative Law Case” shall be placed below the case number in the case caption on all documents filed with the Court. attorneys representing parties to a Collaborative Law Case may be, but are not required to be, of record

(b) Contested Matters. As long as a case is designated a Collaborative Law Case, no contested matters shall be filed with the Court. Collaborative Law Cases shall not be subject to Rule 14.12. A Collaborative Law Case filed in the Central District shall be assigned to Department 2 for as long as the case remains a Collaborative Law Case.

(c) Initial Assignment. If a petition filed in the Central District has the words “Collaborative Law Case” included in the box “Petition For”, the case will be assigned to Department 2 as a Master Calendar assignment for purposes of Code of Civil Procedure 170.6

(d) Termination. Either party may terminate the designation of a case as a Collaborative Law Case without cause by both providing a written notice of such termination to the other party and filing with the Court a copy of the notice of termination and a proof of service upon the other party. The filing of contested matters by either party shall also terminate the designation of the case as a Collaborative Law Case, effective on the date of such filing. Upon termination of the Collaborative Law Case designation, any party’s attorney’s status as attorney of record shall terminate without further notice. The filing by an attorney of record of a motion to withdraw from a Collaborative Law Case does not terminate the designation of a Collaborative Law Case.

11.17. Alternative Dispute Resolution for Family Law Matters.

A. Alternative Dispute Resolution Policy. The Superior Court of the County of San Francisco and its Family Law Department strongly encourage the resolution of family law matters through the use of alternative dispute resolution procedures. The Court and the Department recognize that formal adversarial litigation in family law is expensive, time-consuming, and often emotionally destructive for parties and their children. The Court and the Department further recognize that alternative dispute resolution procedures can help parties avoid these undesirable aspects of family law litigation. Accordingly, in an effort to reduce hostility between the parties, facilitate early resolution of issues, minimize expense, and maximize the opportunity for parties to reach mutually satisfactory agreements, the Court and the Department institute this Rule 11.17 supporting and promoting alternative dispute resolution procedures in family law cases.

B. Definition of Alternative Dispute Resolution Procedures. For purposes of this Rule 11.17 the term "alternative dispute resolution procedures" is limited to the procedures known as mediation and collaborative practice (also called collaborative divorce). For resolution of family law matters the Court and the Department also encourage the use of arbitration, court-supervised settlement conferences, and judicial case management. These procedures are covered elsewhere in these Rules.

C. Notice to Parties of Nature and Availability of Alternative Dispute Resolution Procedures.

1. All parties to family law actions must receive formal notice from the Court describing the nature and availability of alternative dispute resolution procedures. Such notice is entitled NOTICE OF NATURE AND AVAILABILITY OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURES IN FAMILY LAW, SFUFC Form 11.17. All parties must file and serve SFUFC Form 11.17 with any of the following pleadings:

- a. Petition or Response under the Family Law Act or Uniform Parentage Act and,
- b. unless SFUFC Form 11.17 has been filed in the same proceeding within the last 180 days,
 - i. Order to Show Cause or Response to Order to Show Cause,
 - ii. Notice of Motion or Response to Notice of Motion, and
 - iii. other family law pleading or response to such pleading which will result in a court hearing or trial.

2. A Proof of Service showing service of SFUFC Form 11.17 must be filed whenever such service is required by this Rule 11.17. Failure to file and serve SFUFC Form 11.17 with any pleading referred to in this Section C (1) will cause the Clerk of the Court to refuse to file such pleading.

3. This Rule 11.17 does not apply in the following proceedings:

- a. Domestic violence cases filed under [Family Code Section 6200](#) et. seq.;
- b. actions wherein the Department of Child Support Services is involved;
and
- c. matters pending before a private judge. SFUFC Form 11.17 may not be served on an employee pension benefit plan.

D. Assignment of Cases. All collaborative cases in San Francisco Unified Family Court will be assigned to the Supervising Judge, Department 405.

E. Requirements for Designation as Collaborative Case. No case will be entitled to a designation as a "collaborative practice" case for special assignment unless all of the following requirements are met:

1. The parties have signed either a written Collaborative Agreement or Collaborative Stipulation that provides for a full and candid exchange of information, the withdrawal of counsel if the use of the collaborative practice procedures is terminated, and the joint retention of any experts needed to assist the parties in reaching a collaborative settlement;

2. All documents filed in the case are submitted by the parties in propria persona by either using their own addresses or in care of their attorneys; and

3. The term "Collaborative Case" is included in the caption of any document filed with the court.

F. Removal of Collaborative Case Designation. The collaborative case designation will be removed by the court upon stipulation of the parties or any motion that requires judicial resolution or upon the filing of an At-Issue Memorandum to set the case for trial. In the event collaborative procedures are terminated, the case will be reassigned pursuant to Rule 11.3.

G. Applicability of Family Code and California Rules of Court. Except as otherwise modified by this Rule, procedures for Collaborative Cases are governed by the Family Code and California Rules of Court.

9.26 COLLABORATIVE LAW CASES

The Sonoma County Superior Court recognizes the unique nature of family law disputes and the fact that family law issues are best resolved by the parties reaching agreement over such critical matters as child custody, support, and property, without engaging in the traditional adversarial litigation process. The Sonoma County Superior Court strongly supports the use of the collaborative law process as well as other alternative dispute resolution tools for the purpose of developing both short- term and long-term workable agreements that meet the best interests of the entire family, particularly the children whose lives will be affected by the resolution.

A. Designation

No case will be entitled to a designation as a “collaborative law” case unless all of the following requirements are met:

1. The parties have signed a collaborative law stipulation and order that provides for a full and candid exchange of information, that advisory counsel shall not subsequently represent either party, and the prohibition for further work on this matter by all experts and other professionals retained for the process, if the use of the collaborative law procedures are terminated.
2. All documents filed in the case are to be submitted by the parties as self-represented parties. Notwithstanding this provision, the attorneys may appear by agreement as counsel of record for the sole purpose of filing a bifurcated judgment regarding status, the final judgment and/or other final documents reflecting the agreement of the parties, upon the entry of which they shall immediately withdraw.
3. No contested matters are presented by motion or order to show cause that require judicial resolution.
4. The term collaborative law case is included in the caption of any document filed with the court from and after the filing of the collaborative law stipulation and order.

B. The collaborative law process is by its very nature, a series of intense settlement negotiations, therefore:

1. Other than as may be agreed in the collaborative law stipulation and order, no evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to the collaborative law proceeding is admissible or subject to discovery, and disclosure of the evidence must not be compelled in any non-criminal proceeding.
2. Other than as may be agreed in the collaborative law stipulation and order, no writing, as defined in Evidence Code section 250 that is prepared for the purpose

of, in the course of, or pursuant to a collaborative law case is admissible or subject to discovery, and disclosure of the writing must not be compelled in any non-criminal proceeding. This does not include documentary items such as account statements, bank statements, records of title, etc., that reflect on the existence and value of the assets or debts.

3. Other than as agreed in the collaborative law stipulation and order, all communications, negotiations or settlement discussions between participants in the course of a collaborative law proceeding must remain confidential.

C. As to any case designated as a collaborative law case, the court will:

1. Consider collaborative counsel to be advisory and not attorneys of record, except as provided in paragraph A.2. of this rule.

2. Refuse to set any hearings, impose discovery deadlines or enter scheduling orders.

3. Give priority in processing of stipulated orders.

4. Waive any requirement for payment of the respondent's first appearance fee with the collaborative law stipulation and order.

5. Provide notice and an opportunity to be heard prior to any dismissal based upon a failure to prosecute or for delay.

D. The designation of a case as a collaborative law case is totally voluntary and requires the agreement of all parties. The collaborative law case designation will be removed upon stipulation or filing and service of a termination election as provided in the collaborative law stipulation and order. In the event collaborative law procedures are terminated, any party filing a motion or order to show cause shall include a request for scheduling of a case management conference prior to the hearing of the motion or order to show cause.

E. Except as otherwise provided in this rule, collaborative law cases are governed by the Family Code and the California Rules of Court.

FLORIDA

Fla. 2nd Jud. cir. AO 2008-06 (2008)

REAS, the courts of the Ninth Judicial Circuit in and for Orange and Osceola Counties believe that the collaborative conflict alternative dispute resolution model may be a suitable alternative to full scale adversarial litigation in family law cases should the parties so agree; and

WHEREAS, beginning in the 1990's the collaborative conflict alternative dispute resolution model has been adopted in several states both by common law and by statute; and

WHEREAS, in Florida, the creation of family law divisions and necessary support services in the 1990's and the adoption of the Model Family Court in 2001 reflected the recognition of the Supreme Court and legislature that families in conflict needed a forum that does not wreak havoc or prohibit the restructuring of family relationships; and

WHEREAS, the Supreme Court recognized that family cases needed "a system that provided non-adversarial alternatives and flexibility of alternatives; a system that preserved rather than destroyed family relationships; . . . and a system that facilitated the process chosen by the parties." [In re Report of Family Law Steering Committee, 794 So. 2d 518, 523 \(Fla. 2001\)](#); and

WHEREAS, the Supreme Court's acceptance of recommendations for a model family court was consistent with the principles of collaborative practice because the collaborative process empowers parties to make their own decisions guided and assisted by counsel in a setting outside of court;

NOW, THEREFORE, I, Belvin Perry, Jr., pursuant to the authority vested in me as Chief Judge of the Ninth Judicial Circuit of Florida under [Florida Rule of Judicial Administration 2.215](#) order the following:

1. The collaborative conflict alternative resolution model is authorized in the Ninth Judicial Circuit of Florida to resolve dissolution of marriage cases and other family law matters and all attendant issues therein according to the following definitions and specifications herein.
2. The collaborative conflict alternative resolution model is confidential and utilizes interest based negotiation to resolve disputes through the structured assistance of collaboratively trained professionals, including lawyers, mental health professionals and financial planners.
3. If the parties and professionals desire to engage in collaborative conflict resolution, they shall enter into a contractual commitment to negotiate a settlement without using the court system to decide any issues of the parties. A representative contractual commitment is attached hereto and made a part hereof as Exhibit 1.

4. The parties may participate in collaborative conflict alternative dispute resolution either before or after a petition for dissolution of marriage is filed in a dissolution of marriage case. After a petition for dissolution of marriage is filed, if the parties are going to participate in collaborative conflict alternative dispute resolution, they must file the agreement to do so. That will abate court proceedings until either a hearing for an uncontested dissolution of marriage or a motion to withdraw by counsel is heard by the court. If the collaborative conflict alternative dispute resolution process is utilized prior to filing a petition of dissolution, the agreement must be filed when the petition for dissolution of marriage is filed. Thereafter the court proceedings will be abated until a hearing for an uncontested dissolution of marriage or a motion to withdraw is heard by the court. In other family law matters, the resulting executed agreement is filed with an appropriate document. Thereafter, the matter is set with the court, if necessary.

5. If the collaborative process breaks down due to bad faith demonstrated by either party or either party seeking to litigate, then counsel for the parties must withdraw.

6. Upon a breakdown of the collaborative process, all engaged professionals are disqualified from testifying as witnesses, expert or otherwise, regarding the case and their writings are inadmissible in any judicial proceedings unless the parties otherwise mutually agree in writing.

7. The parties will agree to make a full and candid exchange of information so that a proper resolution of the case can occur, which will include a full disclosure of the nature and extent of all assets and liabilities, income of the parties, and all relevant information concerning the parties' children. Any material change in the information provided must be promptly updated. No formal discovery procedures will be used requiring a court order.

8. The parties agree to maintain the confidentiality of any oral or written communications relating to the subject matter of the collaborative process, and their counsel or other participants in the collaborative process, unless the parties mutually agree otherwise in writing.

9. Fees and expenses:

The lawyers and other retained professionals or consultants are entitled to be paid for their services. The parties agree to pay them as part of their contract. If necessary, one party may be asked to pay all or a disproportionate share of the fees when the assets, liabilities and income of the parties are compared. The determination of fees is also subject to the collaborative agreement process.

10. The rules of collaborative professionals are as follows. The neutral mental health professional may afford the child or children a voice in the process. As to the parties, the neutral mental health professional may work with the parties to:

a. Prioritize parties' concerns.

- b. Help develop conflict resolution skills.
- c. Develop co-parenting skills.
- d. Enhance communication skills.
- e. Reduce misunderstandings.
- f. Assist in focus on working toward resolution.

The mental health professional is neutral and available to both parents in coaching them in the above described activities. The financial professional is available to both parties and likewise neutral and will assist in the following activities:

- a. Provide each party with necessary financial planning regarding the division of assets, liabilities and support, both child and spousal.
- b. Provide analysis of the nature and composition of specific marital assets (e.g. retirement, capital gain consideration, tax implication, etc.).
- c. Take responsibility for neutrally gathering all relevant financial information.
- d. Assist development for and understanding of any valuation processes.
- e. Assist with estate planning issues.

The lawyers advise and counsel their respective clients. They analyze choices and consequences as they guide their clients through the collaborative process, considering the costs and benefits of the negotiation choices, facilitate negotiation and create written agreements.

11. During the collaborative conflict alternative dispute resolution process the court will not adjudicate any dispute between the parties. If an agreement is reached, counsel will ask the court to approve the settlement agreement. If a settlement agreement is not reached, all collaborative law counsel will move to withdraw from further representation. During the time the parties are engaging in collaborative conflict dispute resolution procedure, the court will not set a hearing or trial in the case, or impose discovery deadlines, or require compliance with scheduling orders.

12. During the collaborative process, the parties may, from time to time, resolve temporary issues in an executed writing. In the event that the collaborative process breaks down, the parties agree to abide by the terms of the temporary written agreements and these agreements shall be ratified by court order once litigation ensues.

This Order shall become effective immediately upon execution and shall remain in effect until further order of the Court.

DONE AND ORDERED at Orlando, Florida, this 28th day of March, 2008.

Belvin Perry, Jr.

Chief Judge

Copies provided to:

Clerk of Court, Orange County
Clerk of Court, Osceola County
General E-Mail Distribution List
<http://www.ninthcircuit.org>

"EXHIBIT 1"

COLLABORATIVE LAW PARTICIPATION AGREEMENT FOR DISSOLUTION OF MARRIAGE CASES

PURPOSE

(PARTY 1) and (PARTY 2) (the "parties") have chosen to use Collaborative Law to resolve their family differences. (PARTY 1) has engaged (LAWYER) and (PARTY 2) has engaged (LAWYER 2) as collaborative lawyers. The parties and their lawyers acknowledge that the essence of collaborative law is the shared belief that it is in the best interests of parties and their families to commit themselves to avoiding litigation.

We adopt this conflict resolution process, which relies on honesty, cooperation, integrity and professionalism geared toward the future well-being of the restructured family. Our goal is to eliminate the negative economic, social, and emotional consequences of litigation. We commit to the collaborative law process to resolve the parties' differences justly and equitably.

COMMITMENTS

We commit to a collaborative problem-solving process which is based on:

1. Identification of the values, goals and interests of each party;
2. The parties' empowerment to make decisions;
3. The collaborative lawyers' assistance to their respective clients in identifying issues, analyzing relevant information, developing options, and understanding their consequences.

COMMUNICATIONS

We agree to effectively and honestly communicate with each other. All written and verbal communications between us will be respectful and constructive. Settlement meetings will be focused on those issues necessary to the constructive resolution of the matter. The parties agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive process, the parties agree to discuss settlement of issues and each other only in the settlement conference setting, unless they agree otherwise. Settlement issues will not be discussed at unannounced times by telephone calls or appearances at the other party's residence or place of employment. The lawyers will meet together to plan agendas for settlement meetings and to draft or review documents, but no agreements will be made by the lawyers on behalf of the parties.

We shall maintain a high standard of integrity and shall not take advantage of each other or of known mistakes, errors of fact or law, miscalculations or other inconsistencies, but shall identify and correct them. However, a party may choose not to make known an error which disadvantages only that party.

Include the next two paragraphs if a minor child is involved:

The parties acknowledge that inappropriate communications regarding their dispute can be harmful to their child(ren). Communication with the minor child(ren) regarding disputed issues will occur only as agreed by the parties and their lawyers.

Our goal is to reach an agreement that promotes the best interests of the child(ren). No party will seek a custody evaluation while the matter is in the collaborative law process. No collaborative lawyer will interview the minor child(ren) unless both parties agree, and the child(ren)'s therapist or neutral child specialist, if any, approves.

ALLIED PROFESSIONALS, EXPERTS AND ADVISORS

If allied professionals, experts or advisors (hereinafter referred to as "consultants") are needed, we will engage them jointly. We may engage consultants for purposes of valuation, cash flow analysis, tax issues, (parenting issues,) and any other issue that requires expert advice and/or recommendations such as coaching by mental health professionals. The parties will agree in advance how consultants' fees will be paid. The consultants engaged are disqualified from testifying as witnesses, expert or otherwise, regarding this matter, and their writings are inadmissible in any judicial proceeding in this matter. This disqualification does not apply to individuals engaged by the parties to assist them in other matters independent of the collaborative law process, such as preparation of tax returns and estate planning.

Consultants may communicate with the parties, their lawyers, and any lawyers consulted for a second opinion during the collaborative law process.

INFORMATION

We agree to make such full and candid exchange of information as is necessary to make a proper evaluation of the case, including, but not limited to, full disclosure of the nature, extent, value of -and all developments affecting -the parties' (income,) assets and liabilities (, and all relevant matters concerning the parties' child(ren).) Any material change in information previously provided must be promptly updated. The parties authorize their respective lawyers to fully disclose all information which in the lawyer's judgment must be provided to other participants in order to fulfill this commitment.

No formal discovery procedures will be used unless specifically agreed to in advance. However, the parties may be required to sign a sworn statement making full and fair disclosure of their (income,) assets and debts (a sworn inventory and appraisalment).

The parties agree to maintain the confidentiality of any oral or written communications relating to the subject matter of the dispute made by the parties or their lawyers or other participants in the collaborative law process, whether before or after the institution of formal judicial proceedings. The collaborative law process is a form of settlement conference involving compromise negotiations. All communications, whether oral or written, and conduct of any party, lawyer, or consultant in the collaborative process constitute compromise negotiations under [section 90.408, Florida Statutes](#), and are, therefore, inadmissible. The parties agree that any oral communication or written material used in or made a part of the collaborative law process will only be admissible or discoverable if it is admissible or discoverable independent of the process. This paragraph does not apply to reports of abuse or neglect required by law, or to any sworn documents prepared in this matter, or to a fully executed collaborative law settlement agreement.

A party and/or his or her collaborative lawyer is free to disclose all information to either party's successor lawyer or to a lawyer hired to render a second opinion for that party.

AGREEMENTS

The parties may agree to the entry of temporary orders as in other family law matters. The parties agree to abide by the terms of the code of conduct set out as Exhibit "A" until it is modified by court order or written agreement. We understand that this agreement shall remain enforceable as a contract between the parties and may be the basis for a claim against the party violating its terms in the event of termination of this process. In such event, the collaborative lawyers shall withdraw as lawyers of record and, if required, shall consent to the substitution of litigation lawyers.

Any written agreement, whether partial or final, which is signed by both parties and their respective collaborative lawyers, may be filed with the court as a collaborative law settlement agreement. Such an agreement is retroactive to the date of the written agreement and may be made the basis of a court order. The collaborative lawyers shall

cooperate in preparing the documents necessary to effectuate the parties' agreement. Either or both collaborative lawyers shall be permitted to appear in court to have agreed judgment(s) entered.

LEGAL PROCESS

Suspension of Court Intervention. The parties and the lawyers agree that court intervention shall be suspended while the parties are using collaborative law procedures. Seeking court intervention for a judicially-imposed decision regarding a disputed issue automatically terminates the process.

Court Proceedings. The lawyers' representation is limited to the collaborative law process. Once the process is terminated, neither lawyer can participate in the pending matter in any manner nor can the lawyer subsequently represent either party in a proceeding against the other.

No motion or document will be prepared or filed which would initiate court intervention, other than a Petition for Dissolution of Marriage, an Answer, Counter-Petition, and an Answer thereto. No hearing shall be set thereafter, other than to enter agreed orders and judgments or to withdraw as counsel.

Termination by Party. A party who has decided to terminate the collaborative law process shall notify his or her lawyer in writing. That party's lawyer shall then give prompt written notice to the other party through his or her lawyer and the court. Upon notice of termination of the process to the other lawyer, there will be a 30-day waiting period (unless there is an emergency) before any court hearing to permit each party to engage another lawyer and make an orderly transition. All written agreements shall remain effective until modified by agreement or court order. Either party may bring this provision to the attention of the Court in requesting a postponement of a hearing.

If the process is terminated, whether by a party or a lawyer, both lawyers shall withdraw from the representation. If a party chooses to terminate the collaborative process by seeking court involvement, both lawyers shall withdraw from the representation. Neither collaborative lawyer (including any lawyer associated in the practice of law with the collaborative lawyer) may serve as a litigation lawyer in this case or in any other matters between the parties thereafter. Each lawyer will cooperate in transferring the file to a new lawyer.

Termination by Lawyer. If a party refuses to disclose the existence of information which in the lawyer's judgment must be provided to other participants, or proposes to take an action that would compromise the integrity of the process, the collaborative law process must be terminated. If a party refuses to do so, their respective lawyer is authorized to terminate the process.

Withdrawal of Lawyer. Either collaborative lawyer may withdraw unilaterally from the collaborative law process by giving three days' written notice to his or her client and the

other collaborative lawyer. Notice of withdrawal of a collaborative lawyer does not necessarily terminate the collaborative law process; however, in order for the process to continue, the party whose lawyer has withdrawn must engage a new collaborative lawyer who will agree in writing to be bound by this Participation Agreement. If the party whose lawyer has withdrawn chooses to represent himself or herself, the collaborative law process terminates and the other lawyer must withdraw.

LAWYER'S FEES AND EXPENSES

The parties understand that the lawyers and consultants are entitled to be paid for their services. The parties agree to make funds available to pay these fees. The parties understand that, if necessary, one party may be asked to pay all fees (including fees of the other party's lawyer) from his or her salary or from separate funds. The parties agree that, to the extent possible, all lawyers' fees and expenses (including consultants' fees) incurred by both parties shall be paid in full prior to entry of a final judgment.

UNDERSTANDINGS

The parties understand that each collaborative lawyer is independent from the other and each represents his or her client only in the collaborative law process. The parties further understand that each collaborative lawyer is an advocate for his or her client only. No legal duty, by contract or otherwise, is owed to a party by the other party's collaborative lawyer. No lawyer-client relationship exists between one party's collaborative lawyer and the other party by virtue of this Participation Agreement or the collaborative process.

The parties acknowledge the following: There is no guarantee that the collaborative process will be successful in resolving the matter. The process cannot eliminate concerns about the differences that have led to the current conflict. The parties are expected to assert their own interests and their respective collaborative lawyers will help each of them to do so. The process, even with full and honest disclosure, can involve intense good-faith negotiation, but best efforts will be used to create proposals that meet the interests of both parties. Compromise may be needed to reach a settlement of all issues. Although the likely outcome of a litigated result may be discussed, the threat of litigation will not be used.

The parties understand that by agreeing to this process, they are giving up certain rights, including the right to conduct formal discovery, the right to participate in adversarial court hearings and other procedures provided by the adversarial legal system, unless the process is terminated. The terms of this agreement may be modified only by written agreement signed by all participants. However, the prohibition against either lawyer representing their client in contested matters against the other party may not be modified. Both parties and their respective collaborative lawyers hereby pledge to comply with and to promote the spirit and letter of this agreement. Both parties and their collaborative lawyers acknowledge that they have read this agreement, understand its terms and conditions, and agree to abide by them.

Signed on .

(PARTY 1)

Street Address

City, State, Zip code

(PARTY 2)

Street Address

City, State, Zip code

(LAWYER 1)

Lawyer for (PARTY 1)

FBN #

Street Address

Lawyer for (PARTY 2)

City, State, Zip code

Office Phone

Fax Number

(LAWYER 2)

FBN #

Street Address

City, State, Zip code

Office Phone

Fax Number

Exhibit "A"

CODE OF CONDUCT

During the collaborative process, the parties agree not to:

1. Communicate with the other party in an offensive manner.
2. Place telephone calls without a legitimate purpose of communication.
3. Destroy, remove, conceal, encumber, transfer, or otherwise harm or reduce the value of the property of one or both of the parties.
4. Falsify a writing or record relating to the property of either party.
5. Damage or destroy the tangible property of one or both of the parties, including any document that represents or embodies anything of value.

6. Tamper with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, thereby causing monetary loss to the other party.
7. Sell, transfer, assign, mortgage, encumber, or in any other manner alienate any of the property of either party, whether personalty or realty, and whether separate or community, except as specifically agreed to in writing.
8. Incur any indebtedness, including but not limited to borrowing against any credit line or unreasonably using credit cards or cash advances against credit or bank cards, except as specifically agreed to in writing, or as specified in this agreement.
9. Make withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically agreed to in writing, or as specified in this agreement.
10. Spend any sum of cash in the possession or subject to the control of either party for any purpose, except as specifically agreed to in writing, or as specified in this agreement.
11. Withdraw or borrow in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically agreed to in writing.
12. Enter any safe-deposit box in the name of or subject to the control of either party, whether individually or jointly with others, unless the parties accompany each other and jointly enter the box for the sole purpose of inventorying or dividing its contents by mutual agreement.
13. Withdraw or borrow in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically agreed to in writing.
14. Change or in any manner alter the beneficiary designation on any pension, retirement plan or insurance policy, except as specifically agreed to in writing.
15. Cancel, alter, fail to renew or pay premium, permit to lapse or in any manner affect or reduce the value of the present level of coverage of any life, disability, casualty, automobile, or health insurance policies insuring the parties' property or persons, except as specifically agreed to in writing.
16. 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.
17. Termination or in any manner affect the service of water, electricity, gas, telephone, cable, television, or other contractual services, such as security, pest control, landscaping, or yard maintenance, at the residence of the other party or in any manner attempt to withdraw any deposits for service in connection with those services, except as specifically agreed to in writing.
18. Exclude the other party from the use and enjoyment of his or her respective residence.
19. Enter or remain on the premises of the residence of the other party without the other's consent.
20. Open or divert mail addressed to the other party, except as specifically agreed to in writing.
21. Sign or endorse the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempt to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.

22. Take any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically agreed to in writing.
23. Transfer balances between credit cards or open new credit card amounts, except as specifically agreed to in advance in writing by the parties.
24. Pay more than the outstanding balance owed on a credit card or charge account, except as specifically agreed to in writing.
25. Take any actions to freeze or put a hold on any account with any financial institution from the other party has the right to withdraw funds for purposes consistent with the authorizations contained in this agreement.
26. Operate or exercise control over the motor vehicles in the possession of the other party, except as specifically agreed to by the parties.
27. Discontinue or reduce the withholding for federal income taxes on either party's wages or salary, except as specifically agreed to in writing.
28. Destroy, dispose of, or alter any financial records of the parties, including but not limited to records from financial institutions (including canceled checks and deposit slips), all records of credit purchases or cash advances, tax returns, and financial statements.
29. Destroy, dispose of, or alter any relevant e-mail or other electronic data, whether stored on a hard drive or on a diskette or other electronic storage device.
30. Conduct surveillance of the other party's activities, including the use of an investigator, detective or other individual paid for or engaged by a party or third party, or use of electronic listening or tracking devices until this collaborative law process is terminated.
31. Engage in services of a stand-by litigation lawyer so long as the collaborative law process continues.
32. Exercise any stock options and warrants except as specifically authorized in advance by written agreement of the parties.
33. Exercise any general or limited power of attorney, whether or not recorded, granted by one party to the other.
34. Pay any indebtedness owed by the parties or either of them prior to the date the indebtedness is due, unless agreed to specifically in writing by the parties.
35. Create or contribute to, or reduce the value of or withdraw from or terminate, any trust of any kind or nature except as specifically authorized in advance by written agreement of the parties.
36. Make any gift of any kind or nature, other than usual and customary gifts to family members of either party or mutual friends or their child(ren).
37. Create or contribute to any uniform gifts/transfers to minor accounts or any trust of any kind or nature, except as specifically agreed to in advance in writing by the parties.
38. File any extension or form with the Internal Revenue Service with regard to federal tax liability for any years of the marriage that limits the other party's choice of filing status, unless agreed to in advance in writing by the parties.
39. File any federal income tax return or amendment to any federal income tax return for any year of the marriage during the pendency of the matter without first providing a true and correct copy of such proposed return to the lawyer of record for the other party at least 14 days in advance of the proposed tender to the Internal Revenue Service. This shall apply whether or not such filing is proposed to be by electronic methods or hard

copy filing.

Either party may:

1. Make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, entertainment, education and medical care.
2. Make expenditures and incur indebtedness for reasonable lawyer's fees and consultants' fees and expenses in connection with this matter.
3. Make withdrawals from accounts in financial institutions only for the purposes authorized by this agreement.
4. Engage in acts, make expenditures, incur indebtedness, make investments, and acquire, sell and transfer assets, as is reasonable and necessary to the conduct of either party's usual investment activities, business and occupation, subject to all such activities being fully disclosed and accounted for to the other party. Order issued and effective March 28, 2008.

LOUISIANA

La. 15th Jud. Dist. Ct. R. 39.0 (2010)

Rule 39.0. Other Rules

1. SPECIFIC CIVIL RULES IN FAMILY DOCKET CASES

Suits for annulment, divorce and separation where there are no minor children born of, adopted or legitimated by the marriage together with all related incidental matters as defined by [La. C.C. Art. 105](#), including a request for protective order instituted after the filing of the suit, and the community property partitions associated with the dissolution of said marriages, and all matters assigned to the Family Docket shall be governed by the specific rules found in Title IV hereof. In any instance where the specific rules found in Title IV are silent, the general rules and civil rules shall apply....

3. COLLABORATIVE LAW

Case filings designated as an approved Collaborative Law matter shall be exempt from deadlines and other local rules of court proceedings concerning domestic cases. The attorneys shall certify in the Petition for divorce that this is a collaborative law case, and that they and the clients have signed a Contract to proceed in a collaborative manner. In the event of an impasse, and either party withdraws from the collaborative process, both attorneys shall file a motion to withdraw as counsel of record, and they shall certify in the motion that the collaborative process is in impasse.

Once a collaborative case is at impasse and the attorneys in the collaborative process have withdrawn as counsel of record, the matter shall be deemed one for regular litigation, and it shall then proceed according to all local court rules of the Fifteenth Judicial District.

Any attorney that enters into a collaborative law agreement in the Fifteenth Judicial District shall be in good standing with the Louisiana State Bar Association, and they shall have the basic introductory two day training regarding the team approach to collaborative cases involving mental health professionals, certified public accountants, certified valuation analyst and other professionals that may be necessary to find a solution to the parties legal problems. Any introductory course offered by the Collaborative Professional group of Louisiana, Inc., is approved....

MINNESOTA

111.05 Collaborative Law

(a) Collaborative Law Defined. Collaborative law is a process in which parties and their respective trained collaborative lawyers and other professionals contract in writing to resolve disputes without seeking court action other than approval of a stipulated settlement. The process may include the use of neutrals as defined in Rule 114.02(b), depending on the circumstances of the particular case. If the collaborative process ends without a stipulated agreement, the collaborative lawyers must withdraw from further representation.

(b) Deferral from Scheduling. Where the parties to an action request deferral in a form substantially similar to Form 111.03 and the court has agreed to attempt to resolve the action using a collaborative law process, the court shall defer setting any deadlines for the period specified in the order approving deferral.

(c) Additional ADR following Collaborative Law. When a case has been deferred pursuant to subdivision (b) of this rule and is reinstated on the calendar with new counsel or a collaborative law process has resulted in withdrawal of counsel prior to the filing of the case, the court should not ordinarily order the parties to engage in further ADR proceedings without the agreement of the parties.

Minn. Gen. R. Prac. 304.05 (2008)

Rule 304.05. Collaborative Law

A scheduling order under this rule may include provision for deferral on the calendar pursuant to Rule 111.05(b) of these rules and for exemption from additional ADR requirements pursuant to Rule 111.05(c).

114.04 Selection of ADR Process

(a) Conference. After service of a complaint or petition, the parties shall promptly confer regarding case management issues, including the selection and timing of the ADR process. Following this conference ADR information shall be included in the informational statement required by Rule 111.02 and 304.02.

In family law matters, the parties need not meet and confer where one of the parties claims to be the victim of domestic abuse by the other party or where the court determines there is probable cause that one of the parties or a child of the parties has been physically abused or threatened with physical abuse by the other party. In such cases, both parties shall complete and submit form 9A or 9B, specifying the form(s) of ADR the parties individually prefer, not what is agreed upon.

(b) Court Involvement. If the parties cannot agree on the appropriate ADR process, the timing of the process, or the selection of neutral, or if the court does not approve the parties' agreement, the court shall, in cases subject to Rule 111, schedule a telephone or in-court conference of the attorneys and any unrepresented parties within thirty days after the due date for filing informational statements pursuant to Rule 111.02 or 304.02 to discuss ADR and other scheduling and case management issues.

Except as otherwise provided in [Minnesota Statutes, section 604.11](#) or Rule 310.01, the court, at its discretion, may order the parties to utilize one of the non-binding processes, or may find that ADR is not appropriate; provided that no ADR process shall be approved if the court finds that ADR is not appropriate or if it amounts to a sanction on a non-moving party. Where the parties have proceeded in good faith to attempt to resolve the matter using collaborative law, the court should not ordinarily order the parties to use further ADR processes.

(c) Scheduling Order. The court's Scheduling Order pursuant to Rule 111.03 or 304.03 shall designate the ADR process selected, the deadline for completing the procedure, and the name of the neutral selected or the deadline for the selection of the neutral. If ADR is determined to be inappropriate, the Scheduling Order pursuant to Rule 111.03 or 304.03 shall so indicate.

(d) Post-Decree Family Law Matters. Post-decree matters in family law are subject to ADR under this rule. ADR may be ordered following the conference required by Rule 303.03(c).

OHIO

Ohio Hamilton Cty. LR Rule 43 (2009)

Rule 43. Collaborative settlement

(A) Upon the filing of a joint motion of all parties in a case requesting a stay of all adversarial proceedings and indicating the determination to pursue a resolution of the dispute, by settlement with no future litigation, using Collaborative Law techniques and having signed the Collaborative Law Participation Agreement, the court may grant such request and if so shall deny all pending motions as moot without prejudice to the parties' right to refile within 15 days of termination of the stay and shall stay all proceedings, including case management orders under local rule 15, for an initial period of 120 DAYS, after which, the matter shall be set for a case management conference to inquire as to the likelihood of settlement. If the court then determines that the Collaborative Law efforts are likely to resolve the case, an additional extension of the stay may be granted for up to 90 DAYS, after which, the matter shall be set again for case management conference. If, after consultation with the parties, the court determines that the Collaborative Law efforts are not likely to be effective, the stay shall be terminated, new counsel designated, the matter restored to the active docket, and a new case management order issued. If at any time during the initial stay or otherwise, the parties determine they have reached an impasse, they may request advancement of the case management conference.

(B) For purposes of the Court's statistical report to the Ohio Supreme Court, the matter shall be disposed under line 14 when the stay is granted. In the event that the matter is resolved by settlement during the stay, the case shall be reactivated under line 3 and disposed under line 7 in the same month when the settlement is reported. In the event the stay is terminated and the matter reinstated for traditional proceedings, the case shall be reactivated under line 3, in the same month when the stay is terminated and disposed appropriately thereafter. Upon reinstatement, the time guideline for determination on line 21 shall be calculated based on the original assignment date minus the length of time the stay is in effect. For example, a case that is assigned three months prior to being referred to Collaborative Law will be three months old upon reactivation regardless of how long the stay is in effect.