DRAFT

FOR DISCUSSION ONLY

UNIFORM COLLABORATIVE LAW COURT RULES

or

UNIFORM COLLABORATIVE LAW ACT

NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS

Draft of Proposed Amendments to Uniform Collaborative Law Act, April 2010

Without Prefatory Note but With Proposed Additional Comments Changes Shown in Underscore

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UNIFORM COLLABORATIVE LAW COURT RULES

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1	Note for enacting states: The provisions for regulation of collaborative law are presented in
2	two formats for enactment- by court rules or legislation. The substantive provisions of each
3	format are identical with the exception of several standard form clauses typically found in
4	legislation. Each state considering adopting the Uniform Collaborative Law Court Rules
5	(UCLR) or the Uniform Collaborative Law Act (UCLA) should review its practices and
6	precedent to first determine whether the substantive provisions are best adopted by court rule or
7	statute. The decision may vary from state to state depending on the allocation of authority
8	between the legislature and the judiciary for regulation of contracts, alternative dispute
9	resolution, and the legal profession. States may also decide to enact part of the substantive
10	provisions by court rule and part by legislation. Specific comments following some particular
11	rules or sections indicate whether the drafting committee believes enactment by court rule or
12	legislation is preferable. Drafting agencies may need to renumber sections and cross references
13	depending on their decision concerning the appropriate method of enactment.
14	
15	UNIFORM COLLABORATIVE LAW COURT RULES
16	
17	RULE 1. SHORT TITLE. These rules may be cited as the Uniform Collaborative Law
18	Court Rules.
19	RULE 2. DEFINITIONS. In these rules:
20	(1) "Collaborative law communication" means a statement, whether oral or in a record, or
21	verbal or nonverbal, that:
22	(A) is made to conduct, participate in, continue, or reconvene a collaborative law
23	process; and
24	(B) occurs after the parties sign a collaborative law participation agreement and
25	before the collaborative law process is concluded.
26	(2) "Collaborative law participation agreement" means an agreement by persons to
27	participate in a collaborative law process.
28	(3) "Collaborative law process" means a procedure intended to resolve a collaborative
29	matter without intervention by a tribunal in which persons:
30	(A) sign a collaborative law participation agreement; and
31	(B) are represented by collaborative lawyers.
32	(4) "Collaborative lawyer" means a lawyer who represents a party in a collaborative law

1	process.
2	(5) "Collaborative matter" means a dispute, transaction, claim, problem, or issue for
3	resolution including a dispute, claim, or issue in a proceeding which
4	Alternative A
5	is described in a collaborative law participation agreement and arises under the family or
6	domestic relations law of this state, including but not limited to:
7	(A) marriage, divorce, dissolution, annulment, and property distribution;
8	(B) child custody, visitation, and parenting time;
9	(C) alimony, maintenance, and child support;
10	(D) adoption;
11	(E) parentage;
12	(F) premarital, marital, and post-marital agreements; and
13	(G) guardianship of a minor or individual with a disability.
14	Alternative B
15	is described in a collaborative law participation agreement.
16 17	End of Alternatives
18	(6) "Law firm" means:
19	(A) lawyers who practice law together in a partnership, professional corporation,
20	sole proprietorship, limited liability company, or association; and
21	(B) lawyers employed in a legal services organization, or the legal department of
22	a corporation or other organization, or the legal department of a government or governmental
23	subdivision, agency, or instrumentality.
24	(7) "Nonparty participant" means a person, other than a party and the party's
25	collaborative lawyer, that participates in a collaborative law process.

1	(8) "Party" means a person that signs a collaborative law participation agreement and
2	whose consent is necessary to resolve a collaborative matter.
3	(9) "Person" means an individual, corporation, business trust, estate, trust, partnership,
4	limited liability company, association, joint venture, public corporation, government or
5	governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.
6	(10) "Proceeding" means:
7	(A) a judicial, administrative, arbitral, or other adjudicative process before a
8	tribunal, including related prehearing and post-hearing motions, conferences, and discovery; or
9	(B) a legislative hearing or similar process.
10	(11) "Prospective party" means a person that discusses with a prospective collaborative
11	lawyer the possibility of signing a collaborative law participation agreement.
12	(12) "Record" means information that is inscribed on a tangible medium or that is stored
13	in an electronic or other medium and is retrievable in perceivable form.
14	(13) "Related to a collaborative matter" means involving the same parties, transaction or
15	occurrence, nucleus of operative fact, dispute, claim, or issue as the collaborative matter.
16	(14) "Sign" means, with present intent to authenticate or adopt a record:
17	(A) to execute or adopt a tangible symbol; or
18	(B) to attach to or logically associate with the record an electronic symbol, sound
19	or process.
20	(15) "Tribunal" means
21	(A) a court, arbitrator, administrative agency, or other body acting in an
22	adjudicative capacity which, after presentation of evidence or legal argument, has jurisdiction to
23	render a decision affecting a party's interests in a matter; or
24 25	(B) a legislative body conducting a hearing or similar process.

1	Comment
2	Comment
3 4 5 6 7 8	"Collaborative matter." The act uses the term "matter" rather the narrower term "dispute" to describe what the parties may attempt to resolve through a collaborative law process. Matter can include some or all of the issues in litigation or potential litigation, or can include issues between the parties that have not or may never ripen into litigation. The broader term emphasizes that parties have great autonomy to decide what to submit to a collaborative law process and encourages them to use the process creatively and broadly.
9	The drafting committee provides two alternatives for enacting states to define
10 11 12	"collaborative matter" and thus the scope of matters that can be submitted to the collaborative law process. Alternative A limits "collaborative matter" to those which arise under the family or domestic relations law of a state. States which choose to include this language will thus limit the
13	collaborative law process to those substantive areas where it has so far achieved the greatest
14 15	acceptance and growth and in which collaborative lawyers have the greatest experience. They will, however, exclude matters which do not arise under the family or domestic relations law of
16	a state from the collaborative law process.
17 18	Alternative B, in contrast, places no substantive limitation on matters that can be
19	submitted to a collaborative law process, relying instead on the informed consent of parties based
20 21	on the information provided by their counsel under the standards for informed consent specified in Rules 12 and 13. Under Alternative B collaborative law participation agreements can be
22	entered into to attempt to resolve everything from contractor-subcontractor disagreements, estate
23 24	disputes, employer-employee rights, statutory based claims, customer-vendor disagreements, or any other matter.
25	any other matter.
26 27	Under either Alternative A or B, the parties must describe the matter that they seek to resolve through a collaborative law process in their collaborative law participation agreement.
28	See Rule 4(a)(4). That requirement is essential to determining the scope of the disqualification
29	requirement for collaborative lawyers under Rule 9, which is applicable to the collaborative
30	matter and matters "related to the collaborative matter," and the application of the evidentiary
31 32	privilege under Rule 17.
33	RULE 3. APPLICABILITY. These rules apply to a collaborative law participation
34	agreement that meets the requirements of Rule 4 signed [on or] after [the effective date of the
35	rules].
36	RULE 4. COLLABORATIVE LAW PARTICIPATION AGREEMENT;
37	REQUIREMENTS.
38	(a) A collaborative law participation agreement must:
39	(1) be in a record;

(2) be signed by the parties;

1	(3) state the parties' intention to resolve a collaborative matter through a
2	collaborative law process under these rules;
3	(4) describe the nature and scope of the matter;
4	(5) identify the collaborative lawyer who represents each party in the process; and
5	(6) contain a statement by each collaborative lawyer confirming the lawyer's
6	representation of a party in the collaborative law process.
7	(b) Parties may agree to include in a collaborative law participation agreement additional
8	provisions not inconsistent with these rules.
9	RULE 5. BEGINNING AND CONCLUDING A COLLABORATIVE LAW
10	PROCESS.
11	(a) A collaborative law process begins when the parties sign a collaborative law
12	participation agreement.
13	(b) A tribunal may not order a party to participate in a collaborative law process over that
14	party's objection.
15	(c) A collaborative law process is concluded by a:
16	(1) resolution of a collaborative matter as evidenced by a signed record;
17	(2) resolution of a part of the collaborative matter, evidenced by a signed record,
18	in which the parties agree that the remaining parts of the matter will not be resolved in the
19	process; or
20	(3) termination of the process.
21	(d) A collaborative law process terminates:
22	(1) when a party gives notice to other parties in a record that the process is ended;
23	or
24	(2) when a party:

1	(A) begins a proceeding related to a collaborative matter without the
2	agreement of all parties; or
3	(B) in a pending proceeding related to the matter:
4	(i) initiates a pleading, motion, order to show cause, or request for
5	a conference with the tribunal;
6	(ii) requests that the proceeding be put on the [tribunal's active
7	calendar]; or
8	(iii) takes similar action requiring notice to be sent to the parties; or
9	(3) except as otherwise provided by subsection (g), when a party discharges a
10	collaborative lawyer or a collaborative lawyer withdraws from further representation of a party.
11	(e) A party's collaborative lawyer shall give prompt notice to all other parties in a record
12	of a discharge or withdrawal.
13	(f) A party may terminate a collaborative law process with or without cause.
14	(g) Notwithstanding the discharge or withdrawal of a collaborative lawyer, a
15	collaborative law process continues, if not later than 30 days after the date that the notice of the
16	discharge or withdrawal of a collaborative lawyer required by subsection (e) is sent to the
17	parties:
18	(1) the unrepresented party engages a successor collaborative lawyer; and
19	(2) in a signed record:
20	(A) the parties consent to continue the process by reaffirming the
21	collaborative law participation agreement;
22	(B) the agreement is amended to identify the successor collaborative
23	lawyer; and
24	(C) the successor collaborative lawyer confirms the lawyer's

1 representation of a party in the collaborative process.

evidenced by a signed record.

- (h) A collaborative law process does not conclude if, with the consent of the parties, a party requests a tribunal to approve a resolution of the collaborative matter or any part thereof as
- (i) A collaborative law participation agreement may provide additional methods of concluding a collaborative law process.

RULE 6. PROCEEDINGS PENDING BEFORE TRIBUNAL; STATUS REPORT.

- (a) Persons in a proceeding pending before a tribunal may sign a collaborative law participation agreement to seek to resolve a collaborative matter related to the proceeding.

 Parties shall file promptly with the tribunal a notice of the agreement after it is signed. Subject to subsection (c) and Rules 7 and 8, the filing operates as <u>an application for</u> a stay of the proceeding.
- (b) Parties shall file promptly with the tribunal notice in a record when a collaborative law process concludes. The stay of the proceeding under subsection (a) is lifted when the notice is filed. The notice may not specify any reason for termination of the process.
- (c) A tribunal in which a proceeding is stayed under subsection (a) may require parties and collaborative lawyers to provide a status report on the collaborative law process and the proceeding. A status report may include only information on whether the process is ongoing or concluded. It may not include a report, assessment, evaluation, recommendation, finding, or other communication regarding a collaborative law process or collaborative law matter.
 - (d) A tribunal may not consider a communication made in violation of subsection (c).
- (e) A tribunal shall provide parties notice and an opportunity to be heard before dismissing a proceeding in which a notice of collaborative process is filed based on delay or failure to prosecute.

1	Comment
2 3 4 5	Rule 6 regulates the relationship between the collaborative law process and the judicial process. The drafting committee thus believes Rule 6 might best be enacted by judicial rule rather than legislation.
6 7 8 9 10 11 12 13 14 15 16	This rule authorizes parties to enter into a collaborative law participation agreement to attempt to resolve matters in pending proceedings, a subject discussed in the Prefatory Note. <i>See supra</i> . To give the collaborative law process time and breathing space to operate, it creates an application for a stay of proceedings upon the filing of a collaborative law participation agreement. The stay should normally be granted from the time the tribunal receives written notice that the parties have executed a collaborative law participation agreement until it receives written notice that the collaborative law process is concluded. The stay of proceedings is qualified by Rule 7, which authorizes a tribunal to issue emergency orders notwithstanding the stay and Rule 8, which authorizes a tribunal to approve an agreement resulting from a collaborative law process.
17	RULE 7. EMERGENCY ORDER. During a collaborative law process, a tribunal may
18	issue emergency orders to protect the health, safety, welfare, or interest of a party or [insert term
19	for family or household member as defined in [state civil protection order statute]].
20	Comment
21 22 23 24 25 26	Rule 7 regulates the relationship between the collaborative law process and the judicial process. The drafting committee thus believe that Rule 7 might best be enacted by judicial rule rather than legislation.
27	RULE 8. APPROVAL OF AGREEMENT BY TRIBUNAL. A tribunal may approve
28	an agreement resulting from a collaborative law process.
29	Comment
30 31 32 33 34	Rule 8 regulates the relationship between the collaborative law process and the judicial process. The drafting committee thus believes that Rule 8 might best be enacted by judicial rule rather than legislation.
35	RULE 9. DISQUALIFICATION OF COLLABORATIVE LAWYER AND
36	LAWYERS IN ASSOCIATED LAW FIRM.
37	(a) Except as otherwise provided in subsection (c), a collaborative lawyer is disqualified
38	from appearing before a tribunal to represent a party in a proceeding related to the collaborative

1	matter.
2	(b) Except as otherwise provided in subsection (c) and Rule 10 and 11, a lawyer in a law
3	firm with which the collaborative lawyer is associated is disqualified from appearing before a
4	tribunal to represent a party in a proceeding related to the collaborative matter if the
5	collaborative lawyer is disqualified from doing so under subsection (a).
6	(c) A collaborative lawyer or a lawyer in a law firm with which the collaborative lawyer
7	is associated may represent a party:
8	(1) to ask a tribunal to approve an agreement resulting from the collaborative law
9	process; or
10	(2) to seek or defend an emergency order to protect the health, safety, welfare, or
11	interest of a party, or [insert term for family or household member as defined in [state civil
12	protection order statute]] if a successor lawyer is not immediately available to represent that
13	person. In that event, subsections (a) and (b) apply when the party, or [insert term for family or
14	household member] is represented by a successor lawyer or reasonable measures are taken to
15	protect the health, safety, welfare, or interest of that person.
16	Comment
17 18 19 20 21 22	Rule 9 regulates who can appear before a court (tribunal) to represent a party after a collaborative law process terminates. The drafting committee thus believes that Rule 9 might best be enacted by judicial rule rather than legislation.
23	RULE 10. LOW INCOME PARTIES.
24	(a) The disqualification of Rule 9(a) applies to a collaborative lawyer representing a party
25	with or without fee.

9

(b) After a collaborative law process concludes, another lawyer in a law firm with which

a collaborative lawyer disqualified under Rule 9(a) is associated may represent a party without

fee in the collaborative matter or a matter related to the collaborative matter if:

26

27

1	(1) the party has an annual income that qualifies the party for free legal
2	representation under the criteria established by the law firm for free legal representation;
3	(2) the collaborative law participation agreement so provides; and
4	(3) the collaborative lawyer is isolated from any participation in the collaborative
5	matter or a matter related to the collaborative matter through procedures within the law firm
6	which are reasonably calculated to isolate the collaborative lawyer from such participation.
7	Comment
8 9 10 11 12 13	Rule 10 regulates who can appear before a court (tribunal) to represent a party after a collaborative law process terminates. The drafting committee thus believes that Rule 10 might best be enacted by judicial rule rather than legislation.
14	RULE 11. GOVERNMENTAL ENTITY AS PARTY.
15	(a) The disqualification of Rule 9(a) applies to a collaborative lawyer representing a party
16	that is a government or governmental subdivision, agency, or instrumentality.
17	(b) After a collaborative law process concludes, another lawyer in a law firm with which
18	the collaborative lawyer is associated may represent a government or governmental subdivision,
19	agency, or instrumentality in the collaborative matter or a matter related to the collaborative
20	matter if:
21	(1) the collaborative law participation agreement so provides; and
22	(2) the collaborative lawyer is isolated from any participation in the collaborative
23	matter or a matter related to the collaborative matter through procedures within the law firm
24	which are reasonably calculated to isolate the collaborative lawyer from such participation.
25 26	Comment
27 28 29	Rule 11 regulates who can appear before a court (tribunal) to represent a party after a collaborative law process terminates. The drafting committee thus believes that Rule 11 might best be enacted by judicial rule rather than legislation.
30 31	RULE 12. DISCLOSURE OF INFORMATION. Except as provided by law other

1	than these rules, during the collaborative law process, on the request of another party, a party
2	shall make timely, full, candid, and informal disclosure of information related to the
3	collaborative matter without formal discovery. A party also shall update promptly previously
4	disclosed information that has materially changed. Parties may define the scope of disclosure
5	during the collaborative law process.
6	RULE 13. STANDARDS OF PROFESSIONAL RESPONSIBILITY AND
7	MANDATORY REPORTING NOT AFFECTED. These rules do not affect:
8	(1) the professional responsibility obligations and standards applicable to a lawyer or
9	other licensed professional; or
10	(2) the obligation of a person to report abuse or neglect, abandonment, or exploitation of
11	a child or adult under the law of this state.
12	RULE 14. APPROPRIATENESS OF COLLABORATIVE LAW PROCESS.
13	Before a prospective party signs a collaborative law participation agreement, a prospective
14	collaborative lawyer shall:
15	(1) assess with the prospective party factors the lawyer reasonably believes relate to
16	whether a collaborative law process is appropriate for the prospective party's matter;
17	(2) provide the prospective party with information that the lawyer reasonably believes is
18	sufficient for the party to make an informed decision about the material benefits and risks of a
19	collaborative law process as compared to the material benefits and risks of other reasonably
20	available alternatives for resolving the proposed collaborative matter, such as litigation,
21	mediation, arbitration, or expert evaluation; and
22	(3) advise the prospective party that:
23	(A) after signing an agreement if a party initiates a proceeding or seeks tribunal
24	intervention in a pending proceeding related to the collaborative matter, the collaborative law

1	process terminates;
2	(B) participation in a collaborative law process is voluntary and any party has the
3	right to terminate unilaterally a collaborative law process with or without cause; and
4	(C) the collaborative lawyer and any lawyer in a law firm with which the
5	collaborative lawyer is associated may not appear before a tribunal to represent a party in a
6	proceeding related to the collaborative matter, except as authorized by Rule 9(c), 10(b), or 11(b)
7	RULE 15. COERCIVE OR VIOLENT RELATIONSHIP.
8	(a) Before a prospective party signs a collaborative law participation agreement, a
9	prospective collaborative lawyer must make reasonable inquiry whether the prospective party
10	has a history of a coercive or violent relationship with another prospective party.
11	(b) Throughout a collaborative law process, a collaborative lawyer reasonably and
12	continuously shall assess whether the party the collaborative lawyer represents has a history of a
13	coercive or violent relationship with another party.
14	(c) If a collaborative lawyer reasonably believes that the party the lawyer represents or
15	the prospective party who consults the lawyer has a history of a coercive or violent relationship
16	with another party or prospective party, the lawyer may not begin or continue a collaborative law
17	process unless:
18	(1) the party or the prospective party requests beginning or continuing a process;
19	and
20	(2) the collaborative lawyer reasonably believes that the safety of the party or
21	prospective party can be protected adequately during a process.
22	RULE 16. CONFIDENTIALITY OF COLLABORATIVE LAW
23	COMMUNICATION. A collaborative law communication is confidential to the extent agreed
24	by the parties in a signed record or as provided by law of this state other than these rules.

1	RULE 17. PRIVILEGE AGAINST DISCLOSURE FOR COLLABORATIVE
2	LAW COMMUNICATION; ADMISSIBILITY; DISCOVERY.
3	(a) Subject to Rules 18 and 19, a collaborative law communication is privileged under
4	subsection (b), is not subject to discovery, and is not admissible in evidence.
5	(b) In a proceeding, the following privileges apply:
6	(1) A party may refuse to disclose, and may prevent any other person from
7	disclosing, a collaborative law communication.
8	(2) A nonparty participant may refuse to disclose, and may prevent any other
9	person from disclosing, a collaborative law communication of the nonparty participant.
10	(c) Evidence or information that is otherwise admissible or subject to discovery does not
11	become inadmissible or protected from discovery solely because of its disclosure or use in a
12	collaborative law process.
13 14 15 16 17 18 19 20	In many states legislation is required to create a privileged communication. While the earliest recognized privileges were judicially created, this practice stopped over a century ago. See Kenneth S. Broun et al., McCormick on Evidence § 75 (6th ed. 2006). Today, evidentiary privileges are rooted within legislative action; some state legislatures have even passed statutes which bar court-created privileges. See, e.g., Cal. Evid. Code § 911 (West 2009); Wis. Stat. Ann. § 905.01 (West 2000). The drafting committee thus recommends that
21 22	Rule 17 might best be enacted by legislation.
23	RULE 18. WAIVER AND PRECLUSION OF PRIVILEGE.
24	(a) A privilege under Rule 17 may be waived in a record or orally during a proceeding if
25	it is expressly waived by all parties and, in the case of the privilege of a nonparty participant, it is
26	also expressly waived by the nonparty participant.
27	(b) A person that makes a disclosure or representation about a collaborative law
28	communication which prejudices another person in a proceeding may not assert a privilege under
29	Rule 17, but this preclusion applies only to the extent necessary for the person prejudiced to

2 **Comment** 3 The drafting committee recommends that Rule 18 might best be enacted by legislation. See 4 comment to Rule 17 supra. 5 6 RULE 19. LIMITS OF PRIVILEGE. 7 (a) There is no privilege under Rule 17 for a collaborative law communication that is: 8 (1) available to the public under [state open records act] or made during a session 9 of a collaborative law process that is open, or is required by law to be open, to the public; 10 (2) a threat or statement of a plan to inflict bodily injury or commit a crime of 11 violence: 12 (3) intentionally used to plan a crime, commit or attempt to commit a crime, or 13 conceal an ongoing crime or ongoing criminal activity; or 14 (4) in an agreement resulting from the collaborative law process, evidenced by a 15 record signed by all parties to the agreement. 16 (b) The privileges under Rule 17 for a collaborative law communication do not apply to 17 the extent that a communication is: 18 (1) sought or offered to prove or disprove a claim or complaint of professional 19 misconduct or malpractice arising from or related to a collaborative law process; or 20 (2) sought or offered to prove or disprove abuse, neglect, abandonment, or exploitation of a child or adult, unless the [child protective services agency or adult protective 21 22 services agency] is a party to or otherwise participates in the process. 23 (c) There is no privilege under Rule 17 if a tribunal finds, after a hearing in camera, that 24 the party seeking discovery or the proponent of the evidence has shown the evidence is not 25 otherwise available, the need for the evidence substantially outweighs the interest in protecting

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respond to the disclosure or representation.

1	confidentiality, and the collaborative law communication is sought or offered in:
2	(1) a court proceeding involving a felony [or misdemeanor]; or
3	(2) a proceeding seeking rescission or reformation of a contract arising out of the
4	collaborative law process or in which a defense to avoid liability on the contract is asserted.
5	(d) If a collaborative law communication is subject to an exception under subsection (b)
6	or (c), only the part of the communication necessary for the application of the exception may be
7	disclosed or admitted.
8	(e) Disclosure or admission of evidence excepted from the privilege under subsection (b)
9	or (c) does not make the evidence or any other collaborative law communication discoverable or
10	admissible for any other purpose.
11	(f) The privileges under Rule 17 do not apply if the parties agree in advance in a signed
12	record, or if a record of a proceeding reflects agreement by the parties, that all or part of a
13	collaborative law process is not privileged. This subsection does not apply to a collaborative law
14	communication made by a person that did not receive actual notice of the agreement before the
15	communication was made.
16 17 18 19 20	Comment The drafting committee recommends that Rule 19 might best be enacted by legislation. See comment to Rule 17 supra.
21	RULE 20. AUTHORITY OF TRIBUNAL IN CASE OF NONCOMPLIANCE.
22	(a) If an agreement fails to meet the requirements of Rule 4, or a lawyer fails to comply
23	with Rule 14 or 15, a tribunal may nonetheless find that the parties intended to enter into a
24	collaborative law participation agreement if they:
25	(1) signed a record indicating an intention to enter into a collaborative law
26	participation agreement; and

1	(2) reasonably believed they were participating in a collaborative law process.
2	(b) If a tribunal makes the findings specified in subsection (a), and the interests of justice
3	require, the tribunal may:
4	(1) enforce an agreement evidenced by a record resulting from the process in
5	which the parties participated;
6	(2) apply the disqualification provisions of Rules 5, 6, 9, 10, and 11; and
7	(3) apply the privileges under Rule 17.
8	RULE 21. EFFECTIVE DATE. These rules takes effect
9	Comment
10	
11	States should choose an effective date for the rules that allows substantial time for notice
12	to the bar and the public of its provisions and for the training of collaborative lawyers.
13	

1	Note for enacting states: The provisions for regulation of collaborative law are presented in
2	two formats for enactment- by court rules or legislation. The substantive provisions of each
3	format are identical with the exception of several standard form clauses typically found in
4	legislation. Each state considering adopting the Uniform Collaborative Law Court Rules
5	(UCLR) or the Uniform Collaborative Law Act (UCLA) should review its practices and
6	precedent to first determine whether the substantive provisions are best adopted by court rule or
7	statute. The decision may vary from state to state depending on the allocation of authority
8	between the legislature and the judiciary for regulation of contracts, alternative dispute
9	
	resolution and the legal profession. States may also decide to enact part of the substantive
10	provisions by court rule and part by legislation. Specific comments following some particular
11	rules or sections indicate whether the drafting committee believes enactment by court rule or
12	legislation is preferable. Drafting agencies may need to renumber sections and cross references
13	depending on their decision concerning the appropriate method of enactment.
14	
15	
	UNIFORM COLLABORATIVE LAW ACT
16	
17	SECTION 1. SHORT TITLE. This [act] may be cited as the Uniform Collaborative
18	Law Act.
10	Daw Fiel.
19	SECTION 2. DEFINITIONS. In this [act]:
20	(1) "Collaborative law communication" means a statement, whether oral or in a record, or
21	verbal or nonverbal, that:
22	(A) is made to conduct, participate in, continue, or reconvene a collaborative law
23	process; and
24	(B) occurs after the parties sign a collaborative law participation agreement and
25	before the collaborative law process is concluded.
26	(2) "Collaborative law participation agreement" means an agreement by persons to
27	participate in a collaborative law process.
28	(3) "Collaborative law process" means a procedure intended to resolve a collaborative
29	matter without intervention by a tribunal in which persons:
30	(A) sign a collaborative law participation agreement; and
31	(B) are represented by collaborative lawyers.

1	(4) "Collaborative lawyer" means a lawyer who represents a party in a collaborative law
2	process.
3	(5) "Collaborative matter" means a dispute, transaction, claim, problem, or issue for
4	resolution including a dispute, claim, or issue in a proceeding which
5	Alternative A
6	is described in a collaborative law participation agreement and arises under the family or
7	domestic relations law of this state, including but not limited to:
8	(A) marriage, divorce, dissolution, annulment, and property distribution;
9	(B) child custody, visitation, and parenting time;
10	(C) alimony, maintenance, and child support:
11	(D) adoption;
12	(E) parentage;
13	(F) premarital, marital, and post-marital agreements; and
14	(G) guardianship of a minor or individual with a disability.
15	Alternative B
16	is described in a collaborative law participation agreement.
17	End of Alternatives
18	(6) "Law firm" means:
19	(A) lawyers who practice law together in a partnership, professional corporation,
20	sole proprietorship, limited liability company, or association; and
21	(B) lawyers employed in a legal services organization, or the legal department of
22	a corporation or other organization, or the legal department of a government or governmental
23	subdivision, agency, or instrumentality.
24	(7) "Nonparty participant" means a person, other than a party and the party's

1 collaborative lawyer, that participates in a collaborative law process. 2 (8) "Party" means a person that signs a collaborative law participation agreement and 3 whose consent is necessary to resolve a collaborative matter. 4 (9) "Person" means an individual, corporation, business trust, estate, trust, partnership, 5 limited liability company, association, joint venture, public corporation, government or 6 governmental subdivision, agency, or instrumentality, or any other legal or commercial entity. 7 (10) "Proceeding" means: 8 (A) a judicial, administrative, arbitral, or other adjudicative process before a 9 tribunal, including related prehearing and post-hearing motions, conferences, and discovery; or 10 (B) a legislative hearing or similar process. 11 (11) "Prospective party" means a person that discusses with a prospective collaborative 12 lawyer the possibility of signing a collaborative law participation agreement 13 (12) "Record" means information that is inscribed on a tangible medium or that is stored 14 in an electronic or other medium and is retrievable in perceivable form. 15 (13) "Related to a collaborative matter" means involving the same parties, transaction or 16 occurrence, nucleus of operative fact, dispute, claim, or issue as the collaborative matter. 17 (14) "Sign" means, with present intent to authenticate or adopt a record: 18 (A) to execute or adopt a tangible symbol; or 19 (B) to attach to or logically associate with the record an electronic symbol, sound, 20 or process. 21 (15) "Tribunal" means 22 (A) a court, arbitrator, administrative agency, or other body acting in an 23 adjudicative capacity which, after presentation of evidence or legal argument, has jurisdiction to

render a decision affecting a party's interests in a matter; or

2 Comment "Collaborative matter." The act uses the term "matter" rather the narrower term 3 4 "dispute" to describe what the parties may attempt to resolve through a collaborative law 5 process. Matter can include some or all of the issues in litigation or potential litigation, or can 6 include issues between the parties that have not or may never ripen into litigation. The broader 7 term emphasizes that parties have great autonomy to decide what to submit to a collaborative law 8 process and encourages them to use the process creatively and broadly. 9 10 The drafting committee provides two alternatives for enacting states to define 11 "collaborative matter" and thus the scope of matters that can be submitted to the collaborative 12 law process. Alternative A limits "collaborative matter" to those which arise under the family or 13 domestic relations law of a state. States which choose to include this language will thus limit the 14 collaborative law process to those substantive areas where it has so far achieved the greatest acceptance and growth and in which collaborative lawyers have the greatest experience. They 15 16 will, however, exclude matters which do not arise under the family or domestic relations law of 17 a state from the collaborative law process. 18 19 Alternative B, in contrast, places no substantive limitation on matters that can be 20 submitted to a collaborative law process, relying instead on the informed consent of parties based on the information provided by their counsel under the standards for informed consent specified 21 in Rules 12 and 13. Under Alternative B collaborative law participation agreements can be 22 23 entered into to attempt to resolve everything from contractor-subcontractor disagreements, estate 24 disputes, employer-employee rights, statutory based claims, customer-vendor disagreements, or 25 any other matter. 26 27 Under either Alternative A or B, the parties must describe the matter that they seek to 28 resolve through a collaborative law process in their collaborative law participation agreement. 29 See Section 4(a)(4). That requirement is essential to determining the scope of the disqualification requirement for collaborative lawyers under Section 9, which is applicable to the collaborative 30 31 matter and matters "related to the collaborative matter," and the application of the evidentiary 32 privilege under Section 17. 33 34 **SECTION 3. APPLICABILITY.** This [act] applies to a collaborative law participation 35 agreement that meets the requirements of Section 4 signed [on or] after [the effective date of this 36 [act]]. 37 SECTION 4. COLLABORATIVE LAW PARTICIPATION AGREEMENT; 38 REQUIREMENTS.

(B) a legislative body conducting a hearing or similar process.

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(a) A collaborative law participation agreement must:

1	(1) be in a record;
2	(2) be signed by the parties;
3	(3) state the parties' intention to resolve a collaborative matter through a
4	collaborative law process under this [act];
5	(4) describe the nature and scope of the matter;
6	(5) identify the collaborative lawyer who represents each party in the process; and
7	(6) contain a statement by each collaborative lawyer confirming the lawyer's
8	representation of a party in the collaborative law process.
9	(b) Parties may agree to include in a collaborative law participation agreement additional
10	provisions not inconsistent with this [act].
11	SECTION 5. BEGINNING AND CONCLUDING A COLLABORATIVE LAW
12	PROCESS.
13	(a) A collaborative law process begins when the parties sign a collaborative law
14	participation agreement.
15	(b) A tribunal may not order a party to participate in a collaborative law process over that
16	party's objection.
17	(c) A collaborative law process is concluded by a:
18	(1) resolution of a collaborative matter as evidenced by a signed record;
19	(2) resolution of a part of the collaborative matter, evidenced by a signed record,
20	in which the parties agree that the remaining parts of the matter will not be resolved in the
21	process; or
22	(3) termination of the process.
23	(d) A collaborative law process terminates:
24	(1) when a party gives notice to other parties in a record that the process is ended;

1	or
2	(2) when a party:
3	(A) begins a proceeding related to a collaborative matter without the
4	agreement of all parties; or
5	(B) in a pending proceeding related to the matter:
6	(i) initiates a pleading, motion, order to show cause, or request for
7	a conference with the tribunal;
8	(ii) requests that the proceeding be put on the [tribunal's active
9	calendar]; or
10	(iii) takes similar action requiring notice to be sent to the parties; or
11	(3) except as otherwise provided by subsection (g), when a party discharges a
12	collaborative lawyer or a collaborative lawyer withdraws from further representation of a party.
13	(e) A party's collaborative lawyer shall give prompt notice to all other parties in a record
14	of a discharge or withdrawal.
15	(f) A party may terminate a collaborative law process with or without cause.
16	(g) Notwithstanding the discharge or withdrawal of a collaborative lawyer, a
17	collaborative law process continues, if not later than 30 days after the date that the notice of the
18	discharge or withdrawal of a collaborative lawyer required by subsection (e) is sent to the
19	parties:
20	(1) the unrepresented party engages a successor collaborative lawyer; and
21	(2) in a signed record:
22	(A) the parties consent to continue the process by reaffirming the
23	collaborative law participation agreement;
24	(B) the agreement is amended to identify the successor collaborative

1	lawyer; and
2	(C) the successor collaborative lawyer confirms the lawyer's
3	representation of a party in the collaborative process.
4	(h) A collaborative law process does not conclude if, with the consent of the parties, a
5	party requests a tribunal to approve a resolution of the collaborative matter or any part thereof as
6	evidenced by a signed record.
7	(i) A collaborative law participation agreement may provide additional methods of
8	concluding a collaborative law process.
9	SECTION 6. PROCEEDINGS PENDING BEFORE TRIBUNAL; STATUS
10	REPORT.
11	(a) Persons in a proceeding pending before a tribunal may sign a collaborative law
12	participation agreement to seek to resolve a collaborative matter related to the proceeding.
13	Parties shall file promptly with the tribunal a notice of the agreement after it is signed. Subject to
14	subsection (c) and Sections 7 and 8, the filing operates as an application for a stay of the
15	proceeding.
16	(b) Parties shall file promptly with the tribunal notice in a record when a collaborative
17	law process concludes. The stay of the proceeding under subsection (a) is lifted when the notice
18	is filed. The notice may not specify any reason for termination of the process.
19	(c) A tribunal in which a proceeding is stayed under subsection (a) may require parties
20	and collaborative lawyers to provide a status report on the collaborative law process and the
21	proceeding. A status report may include only information on whether the process is ongoing or
22	concluded. It may not include a report, assessment, evaluation, recommendation, finding, or
23	other communication regarding a collaborative law process or collaborative law matter.
24	(d) A tribunal may not consider a communication made in violation of subsection (c).

1	(e) A tribunal shall provide parties notice and an opportunity to be heard before
2	dismissing a proceeding in which a notice of collaborative process is filed based on delay or
3	failure to prosecute.
4	Comment
5	
6	Section 6 regulates the relationship between the collaborative law process and the judicial
7	process. The drafting committee thus believes section 6 might best be enacted by judicial rule
8	rather than legislation.
9	
10	This section authorizes parties to enter into a collaborative law participation agreement to
11	attempt to resolve matters in pending proceedings, a subject discussed in the Prefatory Note. See
12	supra. To give the collaborative law process time and breathing space to operate, it creates an
13	<u>application for a stay of proceedings</u> upon the filing of a collaborative law participation
14	agreement. The stay should normally be granted from the time the tribunal receives written
15 16	notice that the parties have executed a collaborative law participation agreement until it receives written notice that the collaborative law process is concluded. The stay of proceedings is
17	qualified by Rule 7, which authorizes a tribunal to issue emergency orders notwithstanding the
18	stay and Rule 8, which authorizes a tribunal to approve an agreement resulting from a
19	collaborative law process.
20	conaborative law process.
20	
21	SECTION 7. EMERGENCY ORDER. During a collaborative law process, a tribunal
22	may issue emergency orders to protect the health, safety, welfare, or interest of a party or [insert
23	term for family or household member as defined in [state civil protection order statute]].
24	Comment
25	
26	Section 7 regulates the relationship between the collaborative law process and the judicial
27	process. The drafting committee thus believe that Section 7 might best be enacted by judicial rule
28	rather than legislation.
29	
30	SECTION 8. APPROVAL OF AGREEMENT BY TRIBUNAL. A tribunal may
31	approve an agreement resulting from a collaborative law process.
32	Comment
33	
34	Section 8 regulates the relationship between the collaborative law process and the judicial
35	process. The drafting committee thus believe that Section 8 might best be enacted by judicial rule
36	rather than legislation.
37	
38	

1	SECTION 9. DISQUALIFICATION OF COLLABORATIVE LAWYER AND
2	LAWYERS IN ASSOCIATED LAW FIRM.
3	(a) Except as otherwise provided in subsection (c), a collaborative lawyer is disqualified
4	from appearing before a tribunal to represent a party in a proceeding related to the collaborative
5	matter.
6	(b) Except as otherwise provided in subsection (c) and Sections 10 and 11, a lawyer in a
7	law firm with which the collaborative lawyer is associated is disqualified from appearing before
8	a tribunal to represent a party in a proceeding related to the collaborative matter if the
9	collaborative lawyer is disqualified from doing so under subsection (a).
10	(c) A collaborative lawyer or a lawyer in a law firm with which the collaborative lawyer
11	is associated may represent a party:
12	(1) to ask a tribunal to approve an agreement resulting from the collaborative law
13	process; or
14	(2) to seek or defend an emergency order to protect the health, safety, welfare, or
15	interest of a party, or [insert term for family or household member as defined in [state civil
16	protection order statute]] if a successor lawyer is not immediately available to represent that
17	person. In that event, subsections (a) and (b) apply when the party, or [insert term for family or
18	household member] is represented by a successor lawyer or reasonable measures are taken to
19	protect the health, safety, welfare, or interest of that person.
20	Comment
21 22 23 24 25	Section 9 regulates who can appear before a court (tribunal) to represent a party after a collaborative law process terminates. The drafting committee thus believes that Section 9 might best be enacted by judicial rule rather than legislation.
26 27	SECTION 10. LOW INCOME PARTIES.

(a) The disqualification of Section 9(a) applies to a collaborative lawyer representing a

1 party with or without fee. 2 (b) After a collaborative law process concludes, another lawyer in a law firm with which 3 a collaborative lawyer disqualified under Section 9(a) is associated may represent a party without 4 fee in the collaborative matter or a matter related to the collaborative matter if: 5 (1) the party has an annual income that qualifies the party for free legal 6 representation under the criteria established by the law firm for free legal representation; 7 (2) the collaborative law participation agreement so provides; and 8 (3) the collaborative lawyer is isolated from any participation in the collaborative 9 matter or a matter related to the collaborative matter through procedures within the law firm 10 which are reasonably calculated to isolate the collaborative lawyer from such participation. 11 Comment 12 13 Section 10 regulates who can appear before a court (tribunal) to represent a party after a 14 collaborative law process terminates. The drafting committee thus believes that Section 10 might best be enacted by judicial rule rather than legislation. 15 16 17 SECTION 11. GOVERNMENTAL ENTITY AS PARTY. 18 (a) The disqualification of Section 9(a) applies to a collaborative lawyer representing a 19 party that is a government or governmental subdivision, agency, or instrumentality. 20 (b) After a collaborative law process concludes, another lawyer in a law firm with which 21 the collaborative lawyer is associated may represent a government or governmental subdivision, 22 agency, or instrumentality in the collaborative matter or a matter related to the collaborative 23 matter if: 24 (1) the collaborative law participation agreement so provides; and 25 (2) the collaborative lawyer is isolated from any participation in the collaborative 26 matter or a matter related to the collaborative matter through procedures within the law firm 27 which are reasonably calculated to isolate the collaborative lawyer from such participation.

1	Comment
2 3 4 5 6	Section 11 regulates who can appear before a court (tribunal) to represent a party after a collaborative law process terminates. The drafting committee thus believes that Section 11 might best be enacted by judicial rule rather than legislation.
7	SECTION 12. DISCLOSURE OF INFORMATION. Except as provided by law other
8	than this [act], during the collaborative law process, on the request of another party, a party shall
9	make timely, full, candid, and informal disclosure of information related to the collaborative
10	matter without formal discovery. A party also shall update promptly previously disclosed
11	information that has materially changed. Parties may define the scope of disclosure during the
12	collaborative law process.
13	SECTION 13. STANDARDS OF PROFESSIONAL RESPONSIBILITY AND
14	MANDATORY REPORTING NOT AFFECTED. This [act] does not affect:
15	(1) the professional responsibility obligations and standards applicable to a lawyer or
16	other licensed professional; or
17	(2) the obligation of a person to report abuse or neglect, abandonment, or exploitation of
18	a child or adult under the law of this state.
19	SECTION 14. APPROPRIATENESS OF COLLABORATIVE LAW PROCESS.
20	Before a prospective party signs a collaborative law participation agreement, a prospective
21	collaborative lawyer shall:
22	(1) assess with the prospective party factors the lawyer reasonably believes relate to
23	whether a collaborative law process is appropriate for the prospective party's matter;
24	(2) provide the prospective party with information that the lawyer reasonably believes is
25	sufficient for the party to make an informed decision about the material benefits and risks of a
26	collaborative law process as compared to the material benefits and risks of other reasonably
27	available alternatives for resolving the proposed collaborative matter, such as litigation,

1	mediation, arbitration, or expert evaluation; and
2	(3) advise the prospective party that:
3	(A) after signing an agreement if a party initiates a proceeding or seeks tribunal
4	intervention in a pending proceeding related to the collaborative matter, the collaborative law
5	process terminates;
6	(B) participation in a collaborative law process is voluntary and any party has the
7	right to terminate unilaterally a collaborative law process with or without cause; and
8	(C) the collaborative lawyer and any lawyer in a law firm with which the
9	collaborative lawyer is associated may not appear before a tribunal to represent a party in a
10	proceeding related to the collaborative matter, except as authorized by Section 9(c), 10(b), or
11	11(b).
12	SECTION 15. COERCIVE OR VIOLENT RELATIONSHIP.
13	(a) Before a prospective party signs a collaborative law participation agreement, a
14	prospective collaborative lawyer must make reasonable inquiry whether the prospective party
15	has a history of a coercive or violent relationship with another prospective party.
16	(b) Throughout a collaborative law process, a collaborative lawyer reasonably and
17	continuously shall assess whether the party the collaborative lawyer represents has a history of a
18	coercive or violent relationship with another party.
19	(c) If a collaborative lawyer reasonably believes that the party the lawyer represents or
20	the prospective party who consults the lawyer has a history of a coercive or violent relationship
21	with another party or prospective party, the lawyer may not begin or continue a collaborative law
22	process unless:
23	(1) the party or the prospective party requests beginning or continuing a process;
24	and

1	(2) the collaborative lawyer reasonably believes that the safety of the party or
2	prospective party can be protected adequately during a process.
3	
4	SECTION 16. CONFIDENTIALITY OF COLLABORATIVE LAW
5	COMMUNICATION. A collaborative law communication is confidential to the extent agreed
6	by the parties in a signed record or as provided by law of this state other than this [act].
7	SECTION 17. PRIVILEGE AGAINST DISCLOSURE FOR COLLABORATIVE
8	LAW COMMUNICATION; ADMISSIBILITY; DISCOVERY.
9	(a) Subject to Sections 18 and 19, a collaborative law communication is privileged under
10	subsection (b), is not subject to discovery, and is not admissible in evidence.
11	(b) In a proceeding, the following privileges apply:
12	(1) A party may refuse to disclose, and may prevent any other person from
13	disclosing, a collaborative law communication.
14	(2) A nonparty participant may refuse to disclose, and may prevent any other
15	person from disclosing, a collaborative law communication of the nonparty participant.
16	(c) Evidence or information that is otherwise admissible or subject to discovery does not
17	become inadmissible or protected from discovery solely because of its disclosure or use in a
18	collaborative law process.
19 20 21 22 23 24 25 26 27 28	In many states legislation is required to create a privileged communication. While the earliest recognized privileges were judicially created, this practice stopped over a century ago. See Kenneth S. Broun et al., McCormick on Evidence § 75 (6th ed. 2006). Today, evidentiary privileges are rooted within legislative action; some state legislatures have even passed statutes which bar court-created privileges. See, e.g., Cal. Evid. Code § 911 (West 2009); Wis. Stat. Ann. § 905.01 (West 2000). The drafting committee thus recommends that Section 17 might best be enacted by legislation.

SECTION 18. WAIVER AND PRECLUSION OF PRIVILEGE.

1	(a) A privilege under Section 17 may be waived in a record or orally during a proceeding
2	if it is expressly waived by all parties and, in the case of the privilege of a nonparty participant, it
3	is also expressly waived by the nonparty participant.
4	(b) A person that makes a disclosure or representation about a collaborative law
5	communication which prejudices another person in a proceeding may not assert a privilege under
6	Section 17, but this preclusion applies only to the extent necessary for the person prejudiced to
7	respond to the disclosure or representation.
8	Comment
9 10 11	The drafting committee recommends that Section 18 might best be enacted by legislation. See comment to Section 17 <i>supra</i> .
12	SECTION 19. LIMITS OF PRIVILEGE.
13	(a) There is no privilege under Section 17 for a collaborative law communication that is:
14	(1) available to the public under [state open records act] or made during a session
15	of a collaborative law process that is open, or is required by law to be open, to the public;
16	(2) a threat or statement of a plan to inflict bodily injury or commit a crime of
17	violence;
18	(3) intentionally used to plan a crime, commit or attempt to commit a crime, or
19	conceal an ongoing crime or ongoing criminal activity; or
20	(4) in an agreement resulting from the collaborative law process, evidenced by a
21	record signed by all parties to the agreement.
22	(b) The privileges under Section 17 for a collaborative law communication do not apply
23	to the extent that a communication is:
24	(1) sought or offered to prove or disprove a claim or complaint of professional
25	misconduct or malpractice arising from or related to a collaborative law process; or

1	(2) sought or offered to prove or disprove abuse, neglect, abandonment, or
2	exploitation of a child or adult, unless the [child protective services agency or adult protective
3	services agency] is a party to or otherwise participates in the process.
4	(c) There is no privilege under Section 17 if a tribunal finds, after a hearing in camera,
5	that the party seeking discovery or the proponent of the evidence has shown the evidence is not
6	otherwise available, the need for the evidence substantially outweighs the interest in protecting
7	confidentiality, and the collaborative law communication is sought or offered in:
8	(1) a court proceeding involving a felony [or misdemeanor]; or
9	(2) a proceeding seeking rescission or reformation of a contract arising out of the
10	collaborative law process or in which a defense to avoid liability on the contract is asserted.
11	(d) If a collaborative law communication is subject to an exception under subsection (b)
12	or (c), only the part of the communication necessary for the application of the exception may be
13	disclosed or admitted.
14	(e) Disclosure or admission of evidence excepted from the privilege under subsection (b)
15	or (c) does not make the evidence or any other collaborative law communication discoverable or
16	admissible for any other purpose.
17	(f) The privileges under Section 17 do not apply if the parties agree in advance in a
18	signed record, or if a record of a proceeding reflects agreement by the parties, that all or part of a
19	collaborative law process is not privileged. This subsection does not apply to a collaborative law
20	communication made by a person that did not receive actual notice of the agreement before the
21	communication was made.
22	Comment
23 24 25	The drafting committee recommends that Section 19 might best be enacted by legislation See comment to Section 17 <i>supra</i> .

1	SECTION 20. AUTHORITY OF TRIBUNAL IN CASE OF NONCOMPLIANCE.
2	(a) If an agreement fails to meet the requirements of Section 4, or a lawyer fails to
3	comply with Section 14 or 15, a tribunal may nonetheless find that the parties intended to enter
4	into a collaborative law participation agreement if they:
5	(1) signed a record indicating an intention to enter into a collaborative law
6	participation agreement; and
7	(2) reasonably believed they were participating in a collaborative law process.
8	(b) If a tribunal makes the findings specified in subsection (a), and the interests of justice
9	require, the tribunal may:
10	(1) enforce an agreement evidenced by a record resulting from the process in
11	which the parties participated;
12	(2) apply the disqualification provisions of Sections 5, 6, 9, 10, and 11; and
13	(3) apply the privileges under Section 17.
14	SECTION 21. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In
15	applying and construing this uniform act, consideration must be given to the need to promote
16	uniformity of the law with respect to its subject matter among states that enact it.
17	SECTION 22. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND
18	NATIONAL COMMERCE ACT. This [act] modifies, limits, and supersedes the federal
19	Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but
20	does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or
21	authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15
22	U.S.C. Section 7003(b).
23	[SECTION 23. SEVERABILITY. If any provision of this [act] or its application to
24	any person or circumstance is held invalid, the invalidity does not affect other provisions or

- applications of this [act] which can be given effect without the invalid provision or application,
 and to this end the provisions of this [act] are severable.]

 Legislative Note: Include this section only if the state lacks a general severability statute or a decision by the highest court of this state stating a general rule of severability.
- 6 **SECTION 24. EFFECTIVE DATE.** This [act] takes effect......
- 7 Legislative Note: States should choose an effective date for the act that allows substantial time 8 for notice to the bar and the public of its provisions and for the training of collaborative lawyers.