

**APPENDIX 31.3: COURT-SPECIFIC RULES CONCERNING COLLABORATIVE DIVORCE PROCEDURES**

COURT	PARISH	COURT-SPECIFIC RULES CONCERNING COLLABORATIVE DIVORCE PROCEDURES
15 <sup>th</sup> J.D.C.	Acadia, Lafayette, and Vermilion Parishes	<p>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.</p> <p>Once a collaborative case is at impasse and the attorneys in the collaborative process have withdrawn as counsel of record, the matter shall be deemed one for regular litigation, and it shall then proceed according to all local court rules of the Fifteenth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.</p> <p>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.</p>
24 <sup>th</sup> J.D.C.	Jefferson Parish	<p>Collaborative Divorce Procedures</p> <ol style="list-style-type: none"> <li>1. Pursuant to a written agreement of the parties and their attorneys, a domestic proceeding may be conducted under collaborative procedures.</li> <li>2. Collaborative procedure requires the parties and their collaborative professionals to agree in writing to use their best efforts in good faith to resolve a domestic dispute without resorting to judicial intervention except to file the case, file the collaborative representation agreement, stipulations, settlement agreement, have the court approve the settlement agreement, make the legal pronouncements, and sign the orders required by law to effectuate the agreement of the parties as the court determines appropriate.</li> </ol>

		<p>The parties' counsel may not serve as litigation counsel except to file the case, file the collaborative representation agreement, file stipulations, file the collaborative settlement agreement and to ask the court to approve the collaborative settlement agreement.</p> <p>A multidisciplinary collaborative team model includes provisions for the following mandatory collaboratively trained professionals: an attorney for each party, a mental health professional "coach" for each party, a financial expert and a child's mental health professional.</p> <p>A non-multidisciplinary collaborative team model includes provisions for a collaboratively trained attorney for each party, and other professionals as can be agreed upon by the parties and their counsel.</p> <p>3. Upon filing an approved agreement to use collaborative procedures, all local rules of case management are suspended for the duration of the collaborative process.</p> <p>4. An agreement to use collaborative procedures must include provisions:</p> <ul style="list-style-type: none"><li>a) for a binding non-participation agreement excluding the participating collaborative professionals from any further non-collaborative domestic representation upon termination of the collaborative proceeding; and</li><li>b) for an agreement for full and candid exchange of information between the parties, their attorneys, and all other collaborative professionals as necessary to reach a proper evaluation and settlement of the case; and</li><li>c) for an agreement to suspend court intervention in the dispute and the application of otherwise applicable court rules while the parties are using collaborative procedures; and</li><li>d) for hiring experts, as jointly agreed, to be used for the benefit of the parties; and</li><li>e) for withdrawal of all counsel involved in the case if the parties are unable to settle the dispute through the collaborative process; and</li><li>f) for withdrawal of all collaborative professionals involved in the case and an agreement that they and their work product shall be exempt from subpoena</li></ul>
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		<p>if the parties are unable to settle the dispute through the collaborative process; and</p> <ul style="list-style-type: none"><li>g) that anything said or any admission made for the purpose of, in the course of, or pursuant to the collaborative process is not admissible nor subject to discovery, and disclosure of the statement or admission must not be compelled in any non-criminal proceeding; and</li><li>h) that no writing prepared for the purpose of, in the course of, or pursuant to, the collaborative process is admissible to discovery, and disclosure of the writing must not be compelled in any non-criminal proceeding, except in cases where both of the parties agree to stipulate to final reports being introduced; and</li><li>i) that all collaborative professionals have received a minimum of two days of multidisciplinary collaborative training prior to participating in the collaborative procedure; and</li><li>j) for any other provisions as agreed to by the parties consistent with a good faith effort to collaboratively settle the matter.</li></ul> <p>5. If the parties have agreed to utilize a multidisciplinary collaborative team model, the agreement must include provisions for a multidisciplinary team-based approach which includes an attorney for each party, a mental health professional "coach" for each party, a financial expert and a child's mental health professional.</p> <p>6. Notwithstanding any domestic rule or law, a party is entitled to judgment on a collaborative settlement agreement if the agreement meets all statutory requirements of notice, due process and time delays, and is accompanied by a joint stipulation of fact signed by both parties and a consent judgment approved as to form and content by both parties and their counsel.</p> <p>7. Upon filing of an approved agreement to use collaborative procedures and during the pendency of the collaborative process, the court agrees not to:</p> <ul style="list-style-type: none"><li>a) set a hearing or trial in the case;</li><li>b) impose discovery deadlines;</li><li>c) require compliance with scheduling orders; or</li></ul>
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