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2 COLLABORATIVE LAW INSTITUTE OF TEXAS, INC.

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16 **PROTOCOLS OF PRACTICE FOR**
17 **COLLABORATIVE FAMILY LAWYERS**
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23 COLLABORATIVE LAW INSTITUTE OF TEXAS, INC.

24 5420 LBJ Freeway, Suite 626

25 Dallas, Texas 75240-2316
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1 **Protocols of Practice for Collaborative Family Lawyers**

2 **DRAFTING COMMITTEE MEMBERS**

3 ELIZABETH ASHER, 2401 Fountain View, Suite 622, Houston, Texas 77057-4849, asherelz@aol.com

4 JENNIFER A. BROUSSARD, 3816 West Alabama, Suite 205, Houston, Texas 77027-5204,
5 jabrou@swbell.net

6 JANET P. BRUMLEY, 3131 Turtle Creek Boulevard, Suite 1020, Dallas, Texas 75219-5439,
7 jbrumley@vernerbrumley.com

8 CARLA M. CALABRESE, 311 North Market Street, Suite 300, Dallas, Texas 75202-1846,
9 carla@calabreselaw.com

10 GAY G. COX, 2213 Boll Street, Dallas, Texas, 75204-2613, ggcox@swbell.net

11 DONALD R. ROYALL, 4550 Post Oak Place, Suite 341, Houston, Texas 77027-3419,
12 theroyalls@swbell.net

13 HARRY L. TINDALL, 1300 Post Oak Boulevard, Suite 1550, Houston, Texas 77056-3093,
14 htindall@tindallfoster.com

15 NORMA LEVINE TRUSCH, 4550 Post Oak Place, Suite 341, Houston, Texas, 77027-3419,
16 nltrusch@sbcglobal.net

17 **EX OFFICIO**

18 LARRY HANCE, 5420 LBJ Freeway, Suite 626, Dallas, Texas 75240-2316, lhance@hancelaw.com

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1 **Protocols of Practice for Collaborative Family Lawyers**

2 3 **Table of Contents**

	Page
4 Introduction.....	5
5	
6	
7 Chapter 1. General Provisions	
8 Section 1.01. Short Title.....	6
9 Section 1.02. Definitions.....	6
10 Section 1.03. Application of Professional Rules.....	6
11 Section 1.04. Compliance with Protocols.....	7
12 Section 1.05. Approved Forms.....	7
13	
14 Chapter 2. The Collaborative Lawyer-Client Relationship	
15 Section 2.01. Informing the Client	7
16 Section 2.02. Suitability of Matter for Collaborative Law.....	8
17 Section 2.03. Faithful Representation of Client.....	8
18	
19 Chapter 3. The Collaborative Lawyer-Other Lawyer Relationship	
20 Section 3.01. Respect for the Other Lawyer and Client.....	9
21 Section 3.02. Mutual Reliance.....	9
22 Section 3.03. Private Meetings with Other Lawyer.....	9
23 Section 3.04. Sharing of Communications.....	10
24 Section 3.05. Additional Collaborative Lawyer.....	10
25	
26 Chapter 4. The Collaborative Lawyer-Allied Professional Relationship	
27 Section 4.01. Role of Allied Professional.....	10
28 Section 4.02. Multidisciplinary Considerations.....	10
29 Section 4.03. Defining Responsibility.....	10
30	
31 Chapter 5. Protecting the Integrity of the Collaborative Law Process	
32 Section 5.01. Integrity of the Process.....	11
33 Section 5.02. Honesty and Full Disclosure.....	11
34 Section 5.03. Inventory and Appraisal.....	11
35 Section 5.04. Formal Discovery by Agreement.....	12
36 Section 5.05. Correction of Mistakes.....	12
37 Section 5.06. Safe Environment.....	12
38 Section 5.07. Civility and Preparation.....	13
39 Section 5.08. Four-Way Communications.....	13
40 Section 5.09. Protection of the Child.....	13
41 Section 5.10. Professional Fees.....	13
42	
43 Chapter 6. Fundamentals of the Collaborative Law Process	
44 Section 6.01. Stages of the Collaborative Law Process.....	14
45 Section 6.02. Determination of Client’s Goals and Interests.....	14
46 Section 6.03. Information Gathering.....	15

1	Section 6.04. Development of Settlement Options.....	15
2	Section 6.05. Evaluation of the Options.....	15
3	Section 6.06. Negotiation of the Settlement.....	16
4	Section 6.07. Impasse Avoidance Techniques.....	16
5	Section 6.08. Future Adversarial Matters.....	16
6		
7	Chapter 7. Meetings	
8	Section 7.01. Importance of Meetings.....	16
9	Section 7.02. Scheduling and Arrangements.....	17
10		
11	Chapter 8. Agendas and Minutes	
12	Section 8.01. Agenda for Meetings.....	17
13	Section 8.02. Minutes.....	18
14		
15	Chapter 9. Legal Documents and Proceedings	
16	Section 9.01. Filing of Petition.....	18
17	Section 9.02. Notice to the Court.....	19
18	Section 9.03. Temporary Orders.....	19
19		
20	Chapter 10. Experts and Advisors	
21	Section 10.01. Joint Engagement.....	19
22	Section 10.02. Second Legal Opinion.....	19
23	Section 10.03. Neutrality.....	19
24	Section 10.04. Effect of Opinion or Finding.....	20
25	Section 10.05. Testimony Barred.....	20
26	Section 10.06. Surveillance.....	20
27		
28	Chapter 11. Settlement Documents and Closing the Matter	
29	Section 11.01. Good Faith Drafting.....	20
30	Section 11.02. Closing the Matter.....	20
31		
32	Chapter 12. Withdrawal and Termination	
33	Section 12.01. Withdrawal.....	20
34	Section 12.02. Succeeding Another Collaborative Lawyer.....	20
35	Section 12.03. Termination of the Process.....	21
36	Section 12.04. Transition to the Litigation Lawyer.....	21
37		
38	Chapter 13. Miscellaneous Provisions	
39	Section 13.01. Interpretation.....	22
40	Section 13.02. Effective Date.....	22
41		
42		
43		
44		
45		

1 **Protocols of Practice for Collaborative Family Lawyers**

2 3 **Introduction**

4 Since 2000, Texas lawyers have been resolving family law disputes utilizing
5 collaborative law. In 2001, the Texas Legislature passed legislation giving statutory recognition
6 to the process. Professional trainers from around the nation have conducted numerous courses in
7 the state to teach Texas lawyers how to handle such matters. The Collaborative Law Institute of
8 Texas, Inc., a nonprofit organization, helps train lawyers in collaborative law and promotes its
9 acceptance as the prevailing method of resolving family law matters in the state. The Institute’s
10 horizons have expanded to include other collaborative professionals and to serve their needs,
11 while its vision remains the same: “to create a culture in which Collaborative Law is the
12 prevailing process for the resolution of family law matters.”
13

14 The Institute believes it is advisable to have protocols of practice to assist lawyers and
15 allied professionals in handling collaborative law matters. In drafting these protocols, the
16 Institute relied primarily on books and articles by acknowledged leaders in the field of
17 collaborative law in the United States and Canada, as well as the four-year experience base of
18 Texas collaborative lawyers. These protocols apply only to lawyers and address the following:
19 the relationship between the lawyer and the client; the relationship between the collaborative
20 lawyers; the relationship between the collaborative lawyer and allied professionals; protecting
21 the process; fundamentals of the process; the use of neutral experts and other outside advisors;
22 drafting considerations; withdrawal, termination of the process and transition to a litigation
23 lawyer.
24

25 Membership in the Collaborative Law Institute of Texas is open not only to lawyers, but
26 also to mental health professionals, financial professionals, resolution facilitators, and others.
27 Each profession makes its own unique contribution to collaborative law, has its own special
28 relationship to the collaborative process, and is guided by unique professional protocols. The
29 Institute encourages and supports allied professional members in developing and implementing
30 protocols appropriate to their respective practices and consistent with the goals of the Institute.
31 Further, the Institute looks forward to promoting similar projects within those professions to the
32 end that a common expectation of the highest professionalism will exist among all members of
33 the Collaborative Law Institute of Texas, Inc.
34

35 These protocols are to be adopted and used by lawyers on a voluntary basis. Some of the
36 protocols are designed to deal with issues commonly encountered in collaborative law and
37 should be viewed as strong admonitions, e.g., the prohibition against serving as a collaborative
38 lawyer when the client has already engaged a litigation lawyer. Other protocols and
39 commentaries are merely descriptions of good practices, e.g., the meeting room arrangements.
40 The Institute hopes the collaborative lawyer finds the protocols useful and that the practicing bar
41 embraces the protocols as the norm for handling a collaborative law matter.
42

43 These Protocols of Practice for Collaborative Family Lawyers were provisionally
44 approved by the Board of Trustees, Collaborative Law Institute of Texas, Inc. on January 28,
45 2004. Lawyers are urged to use these protocols over the following twelve months and to provide
46 the drafting committee with comments and suggestions. Based upon input received, final

1 adoption is targeted for 2005. Please send your comments and suggestions to any member of the
2 Drafting Committee.

3
4
5 **CHAPTER 1.**
6 **GENERAL PROVISIONS**

7
8 **SECTION 1.01. SHORT TITLE.** These protocols may be cited as “Protocols of
9 Practice for Collaborative Family Lawyers.”

10
11 **SECTION 1.02. DEFINITIONS.** In these protocols:

12
13 (1) “Allied professional” means an individual engaged by the parties as a neutral to
14 participate in and assist in the collaborative law process. The allied professional may include,
15 without limitation, a financial professional, mental health professional, a resolution facilitator,
16 communication specialist, and any other individual engaged by the parties.

17
18 (2) “Child specialist” means an individual engaged to assist the parties in resolving child-
19 related matters. The child specialist may include, without limitation, a lawyer, a mental health
20 professional, an educational specialist, or other similar individual.

21
22 (3) “Collaborative law” means a process wherein the parties and their lawyers sign an
23 agreement to negotiate in good faith to settle their legal matter without resort to a court imposed
24 resolution, to provide all relevant information and to engage only neutral experts and allied
25 professionals, as needed, for assistance in resolving issues. The written agreement must provide
26 that the lawyers shall withdraw if the matter requires litigation. The agreement may contain other
27 provisions not inconsistent with the foregoing requirements.

28
29 (4) “Collaborative lawyer” means a lawyer who represents a client in a collaborative law
30 matter.

31
32 (5) “Expert or advisor” means an individual, qualified by knowledge, skill, experience,
33 training, or education, jointly engaged by the parties to provide neutral and unbiased
34 information, research, opinions or inferences on a subject relevant to the collaborative law
35 matter.

36
37 **SECTION 1.03. APPLICATION OF PROFESSIONAL RULES.** These protocols are
38 subordinate to the rules of professional conduct governing the lawyer.

39
40 ***Comment***

41 *A member of the State Bar of Texas is subject to the Texas Disciplinary Rules of*
42 *Professional Conduct. These protocols must be interpreted in a manner consistent with those*
43 *rules.*

1 *When addressing the probable savings of a matter handled collaboratively with the same*
2 *matter being litigated, the collaborative lawyer is cautioned to explain that the actual cost will*
3 *depend on the services required by the parties and the complexity of the matter.*
4

5 **SECTION 2.02. SUITABILITY OF MATTER FOR COLLABORATIVE LAW.**
6

7 (a) The collaborative lawyer should be aware that certain matters may be inappropriate
8 for using the collaborative law process. Inappropriateness may include without limitation: client
9 objectives that are inconsistent with the principles of collaborative law, dishonesty of purpose
10 and fraud. The collaborative lawyer should use careful judgment in accepting or declining to
11 handle a collaborative law matter. A collaborative lawyer should decline representation of the
12 prospective client if it appears that the client is seeking to use collaborative law to gain an
13 advantage, however slight, in anticipated litigation.
14

15 (b) A collaborative lawyer should decline representation of a prospective client if the
16 collaborative lawyer learns the prospective client has engaged a litigation lawyer for the matter
17 or the client will be simultaneously consulting with a litigation lawyer.
18

19 (c) The collaborative lawyer should carefully assess matters for untreated mental health
20 issues, addictions and family violence to determine if the lawyer is willing and able to handle the
21 matter.
22

23 (d) The collaborative lawyer should not handle a matter as a collaborative law matter
24 when the other party does not have a lawyer.
25

26 ***Comment***

27 *Collaborative law is not to be used as a subterfuge by clients with ulterior motives. A*
28 *collaborative lawyer acknowledges that choosing collaborative law as a dispute resolution*
29 *process is the client's prerogative. When a collaborative lawyer is faced with a party or a*
30 *matter that involves challenging issues that seem to preclude the use of collaboration, the*
31 *collaborative lawyer should assess:*

- 32 1. *The lawyer's willingness to handle the matter;*
- 33 2. *The lawyer's ability to handle the matter;*
- 34 3. *Availability of outside resources (for example, allied professionals) to supplement the*
35 *lawyer's skills; and*
- 36 4. *The possibility of co-counsel or referral to a more experienced collaborative lawyer.*

37 *Assessment of the matter may require the collaborative lawyer to obtain written releases from*
38 *the client to make a proper evaluation.*
39

40 **SECTION 2.03. FAITHFUL REPRESENTATION OF CLIENT.**
41

42 (a) The collaborative lawyer should commit the time and resources necessary to gain a
43 clear understanding of the client's values, assist the client in identifying and articulating the
44 client's interests and goals in a manner consistent with the client's values, and explore with the
45 client the means by which the collaborative law process can satisfy the client's interests and
46 achieve the stated goals in a constructive manner.

1 (b) The collaborative lawyer should inform the client, as soon as feasible, about interest-
2 based negotiation and the priority that collaborative law gives to preserving an ongoing
3 relationship between the parties through the nonjudicial resolution of the client’s matter.
4

5 (c) The collaborative lawyer should at all times be faithful in the representation of the
6 client and zealously represent the client in pursuit of the client’s stated goals. This faithful
7 representation includes informing the client about the law and its application to the client’s
8 matter on a continuing basis, preserving confidential communications, and assisting the client to
9 develop approaches, collaboratively with the other participants, to resolving the matter without
10 judicial intervention.
11

12 (d) The collaborative lawyer should explain to the client that the process allows
13 settlement of the matter outside the limits of a judicially imposed solution, subject to securing
14 court approval of the settlement.
15

16 **CHAPTER 3.**
17 **THE COLLABORATIVE LAWYER-OTHER LAWYER RELATIONSHIP**
18

19 **SECTION 3.01. RESPECT FOR THE OTHER LAWYER AND CLIENT.** The
20 collaborative lawyer recognizes the heightened requirement to be respectful at all times to the
21 other party and lawyer. Violation of this expectation jeopardizes the prospects of a successful
22 collaboration and causes distrust among the participants. A collaborative lawyer should not
23 engage in conduct to embarrass or disparage the other lawyer or other party. The collaborative
24 lawyer should advise the client to avoid disparaging or negative remarks about the other party or
25 lawyer.
26

27 ***Comment***

28 *When emotions are high, respectful communications are often extremely difficult for*
29 *clients. In order to assist clients in being effective in their interactions in the collaborative*
30 *sessions, engaging the services of an allied professional might be advisable.*
31

32 **SECTION 3.02. MUTUAL RELIANCE.** Representation of a client in a collaborative
33 law matter means the lawyer, in good faith, believes the client is acting in a manner consistent
34 with the objectives of collaborative law. The collaborative lawyer knows that other participants
35 in the matter are relying upon this representation.
36

37 ***Comment***

38 *It is recognized that it is impossible to assess with absolute certainty whether a client is*
39 *capable of acting in a manner consistent with the objectives of collaborative law. If the*
40 *collaborative lawyer discovers that the client is acting in bad faith and counseling by the lawyer*
41 *does not remedy the problem, the collaborative lawyer should terminate the process. See*
42 *Chapter 12 of these Protocols.*
43
44
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46

- 1 5. *Exercising patience at all times.*
- 2 6. *Avoiding the use of pressure, threats or deadlines.*
- 3 7. *Acknowledging the process can only progress at the pace of the slowest participant.*
- 4 8. *Avoiding offensive or provocative conduct, such as cross-examination, and*
- 5 *promptly reminding each other that such behavior is destructive to the process.*
- 6 9. *Avoiding assessment of blame and use of judgmental language.*
- 7 10. *Avoiding surprises.*
- 8 11. *Adhering to agendas.*
- 9 12. *Avoiding unilateral actions.*
- 10 13. *Avoiding unsolicited legal opinions in the four-way meeting.*
- 11 14. *Encouraging the joint engagement of allied professionals, including mental health*
- 12 *professionals, mediators, clergy and others for assistance in resolution.*
- 13 15. *Urging use of language that encourages the speaker to speak in the first person (I*
- 14 *feel, I believe, etc.) and avoiding speech in the second person (you know, you failed,*
- 15 *you always, you never, etc.)*
- 16 16. *Training nonlawyer employees to be knowledgeable about these protocols.*

17
18 **SECTION 5.07. CIVILITY AND PREPARATION.** The collaborative lawyer should
19 strive at all times to be courteous, punctual and prepared for meetings. The collaborative lawyer
20 should strive to schedule meetings free from outside distraction.

21
22 ***Comment***

23 *It is usually advisable to schedule time before each collaborative meeting for last-minute*
24 *preparation and review of communication protocols with the client, and to meet with the other*
25 *lawyer to discuss any last-minute agenda items. Time should also be allocated immediately after*
26 *each four-way for separate debriefings with the client and the other collaborative lawyer.*
27 *Private space should always be made available for the other lawyer and client for their pre- and*
28 *post-meeting conferences.*

29
30 **SECTION 5.08. FOUR-WAY COMMUNICATIONS.** The collaborative lawyer
31 should encourage four-way communications, especially by use of email and fax, among the
32 parties and lawyers to schedule meetings, share documents, and relay procedural information.

33
34 ***Comment***

35 *The collaborative lawyer should promptly respond to any communication received in a*
36 *collaborative law matter. Late response deserves an explanation and, if necessary, an apology.*

37
38 **SECTION 5.09. PROTECTION OF THE CHILD.** A collaborative lawyer should not
39 interview a minor child unless agreed to by all participants. If the child is being seen by a mental
40 health professional or a child specialist has been engaged, the interview should only be
41 conducted with the approval of the mental health professional or the child specialist. A child
42 should not attend collaborative law meetings, unless all participants, including the mental health
43 professional or the child specialist agree to the child's attendance. Unresolved issues of parental
44 responsibilities and parenting time may be referred to a jointly engaged child specialist for
45 assistance in reaching resolution.

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Comment

Only if the participants agree that the exercise would be productive, in a joint session they may compare any option with the possible result if the matter were to be litigated. Otherwise, such information is to be shared with the client only in private consultation.

SECTION 6.06. NEGOTIATION OF THE SETTLEMENT. The focus of the final stage should be determining which options for settlement best serve both parties' interests and common goals. The ultimate goal of the process should be the achievement of the best possible outcome for both parties and any children of the marriage. The parties, with assistance of the lawyers, should fashion the terms of the settlement, and the lawyers should encourage any settlement that will be approved by the court. Upon negotiation of the settlement, the lawyers shall promptly draft all of the necessary documents to finalize the matter.

Comment

Collaborative lawyers recognize that interest-based negotiation and creative problem solving creates more satisfying experiences for the parties, models healthy problem-solving methods for resolution of future disputes, and yields the parties' best possible outcome in a more efficient manner. These approaches resolve the vast majority of all collaborative matters without the participants ever resorting to traditional positional bargaining. For participants who feel more comfortable with traditional negotiation techniques, only with the consent of all participants, may a settlement offer be provided or simultaneously exchanged in order to help define the range of acceptable solutions.

SECTION 6.07. IMPASSE AVOIDANCE TECHNIQUES.

(a) A collaborative lawyer should not threaten to terminate the collaborative law process and should advise the client to avoid similar threats. If there is a genuine likelihood of termination, the collaborative lawyer should advise the other lawyer of this prospect.

(b) Before terminating the process, the collaborative lawyers should explore deadlock-breaking techniques including: partial settlement, mediation, securing the opinion of another lawyer, arbitration or referral to a special master for limited issues, a courthouse trip to view a trial, and an interview with a litigation lawyer.

SECTION 6.08. FUTURE ADVERSARIAL MATTERS. After conclusion of the collaborative law process, whether by settlement or termination, a collaborative lawyer should not represent the client in any subsequent adversarial matter against the other party to the collaborative law participation agreement.

**CHAPTER 7.
MEETINGS**

SECTION 7.01. IMPORTANCE OF MEETINGS. The collaborative lawyer acknowledges the importance of four-way meetings to facilitate the collaborative law process and to achieve a successful outcome. The collaborative lawyer should emphasize to the client the

1 importance of attending all meetings and participating in good faith. Although four-way
2 meetings are preferred, circumstances may arise where other arrangements are necessary.

3
4 **Comment**

5 *When a client refuses to attend meetings, a collaborative lawyer should seek to involve*
6 *an allied professional to assist the client in overcoming resistance. If that fails or a client is*
7 *unable to attend meetings but desires to continue in the process, a collaborative lawyer should*
8 *explore all viable alternatives to attendance at the meetings, including, without limitation: four-*
9 *way conference calls; video- or internet-conferencing; three-way meetings without the resistant*
10 *client; five- or six-way meetings with allied professionals; the client's participation by speaker*
11 *phone or by proxy; two-way face-to-face meetings between the lawyers; caucus style four-ways*
12 *where the lawyers or one of them shuttle back and forth between separate meeting rooms; or*
13 *meetings facilitated by a mediator.*

14
15 **SECTION 7.02. SCHEDULING AND ARRANGEMENTS.** The collaborative lawyer
16 acknowledges the need to meet regularly with clients and lawyers present at mutually convenient
17 times. A four-way meeting should not be adjourned without scheduling at least one subsequent
18 meeting, whenever possible.

19 **Comment**

20 *The meeting arrangements should include provisions for:*

- 21 1. *Rotation of meeting sites unless the parties desire otherwise.*
- 22 2. *Seating arrangements that avoid a confrontational atmosphere with*
23 *consideration being given to having the parties sit on the same side of the*
24 *table or using a round table.*
- 25 3. *Private space for the guest lawyer and client to meet before, during and after*
26 *the four-way meeting.*
- 27 4. *Preparation in advance and distribution of multiple hole-punched copies of*
28 *relevant documents to use at meetings to avoid time-consuming duplication*
29 *during the collaboration.*
- 30 5. *A hospitable venue for guest lawyer and client (providing, as appropriate,*
31 *food, beverages, and access to phone, fax, duplication, internet, pens, paper,*
32 *and calculators).*
- 33 6. *Availability of the client and lawyer notebooks and calendars at every four-*
34 *way meeting.*

35
36 **CHAPTER 8.**
37 **AGENDAS AND MINUTES**

38
39 **SECTION 8.01. AGENDA FOR MEETINGS.**

40
41 (a) A written agenda prepared in advance by the collaborative lawyers in consultation
42 with the clients should govern each four-way meeting. Matters that arise during a four-way
43 meeting that are not on the agenda should be deferred until the end of the meeting or placed on
44 the next meeting's agenda, as the participants agree. The parties should be encouraged to
45 schedule agenda items in advance through their lawyers, as needed. The collaborative lawyer
46 should discourage raising issues not on the agenda to avoid the element of surprise.

1
2 (b) The agenda of the first four-way meeting ordinarily should include the reading aloud
3 of the collaborative law participation agreement by the parties and the lawyers and the signing of
4 the agreement.

5 **Comment**

6 *Subsection (a) urges that the meeting agenda be specific to the matter, not generic. The*
7 *agenda for the first four-way meeting should include the ascertainment of the parties' goals and*
8 *interests. The restatement of goals and interests as the first agenda item in all subsequent*
9 *meetings may serve to focus the parties. It is recommended that parties receive a copy of the*
10 *agenda before going to the meeting, the original draft at least 48 hours before the meeting and*
11 *any amended drafts at least four hours before the meeting. Email distribution of the agenda will*
12 *facilitate timeliness. A report on long-term homework assignments not expected to be completed*
13 *between any two meetings should be an agenda item to encourage accountability.*

14 *Subsection (b) provides for reading the participation agreement. This makes clear to the*
15 *parties the seriousness of the proceeding and allows changes to be discussed and made to the*
16 *participation agreement. However, some collaborative family lawyers believe that where there is*
17 *adequate assurance that legally sophisticated clients have read the agreement in advance, a*
18 *reading of a summary document should suffice and the parties sign both the agreement itself and*
19 *the summary version.*

20 **SECTION 8.02. MINUTES.** Minutes should be prepared after each meeting by a
21 designated collaborative lawyer and distributed to all participants in a timely fashion.
22

23 **Comment**

24 *Ideally, minutes should be delivered to all participants within five (5) business days after*
25 *the meeting, and not later than two (2) business days before the next meeting to allow for*
26 *revisions and corrections. The minutes should be comprehensive and document the items that*
27 *were discussed and any agreements reached. Editorial bias should be avoided. They should*
28 *serve as a running record of unfinished assignments and documents still needed. Approval of the*
29 *minutes should be an agenda item at each meeting.*

30
31 **CHAPTER 9.**
32 **LEGAL DOCUMENTS AND PROCEEDINGS**
33

34 **SECTION 9.01. FILING OF PETITION.** The collaborative lawyer should explore the
35 feasibility of filing a joint petition. The collaborative lawyer recognizes that ordinarily it is
36 preferable for the parties to agree whether one or both should file the petition.
37

38 **Comment**

39 *The collaborative lawyer recognizes that the joint petition option can be an early sign of*
40 *cooperation between the parties and sends the right signal for future agreements. However,*
41 *there may be situations where a party may need to file before signing the participation*
42 *agreement, such as to fix the venue or to prevent running of limitations. Sometimes a party may*
43 *decide that it is necessary to file to induce the other party to take action in finding a*
44 *collaborative lawyer. In a prospective collaborative matter, care should be taken that any*
45 *unilateral filing itself is not done in such a manner or at such a time as to alienate the other*
46 *party from consideration of the process.*

1 *If the parties decide to file separate pleadings or one is already on file, the option of*
2 *filing only an answer or an answer and counter-petition should be discussed. No collaborative*
3 *lawyer, on a client's behalf, should nonsuit a petition that has only been answered without prior*
4 *notice to the other participants to offer them the opportunity to file a counter-petition while the*
5 *court retains jurisdiction.*

6
7 **SECTION 9.02. NOTICE TO THE COURT.** Upon signing the collaborative law
8 participation agreement, if a court proceeding is pending or, if not, immediately upon a court
9 action being filed, notice should be sent to the court that the matter is being handled as a
10 collaborative law matter. The collaborative lawyers should cooperate to insure that any required
11 Six-Month Status Report or One-Year Joint Motion for Continuance and Status Report are
12 timely filed.

13
14 **SECTION 9.03. TEMPORARY ORDERS.** The collaborative lawyer recognizes the
15 need for temporary orders in certain matters. If either party desires the entry of a temporary court
16 order, the terms of this order are to be negotiated in a collaborative manner, and the order is to be
17 presented to the court as an agreed order.

18
19 **CHAPTER 10.**
20 **EXPERTS AND ADVISORS**

21
22 **SECTION 10.01. JOINT ENGAGEMENT.** Unless the parties agree otherwise, in a
23 collaborative law matter, a neutral expert or advisor is to be engaged only by joint agreement,
24 which agreement should be in writing. Except as provided in Section 10.02, any report and
25 related work papers of the expert or advisor, including all documents submitted to the expert or
26 advisor should be made equally available to the parties and the lawyers, whether or not the
27 assistance was rendered for one or both parties.

28
29 **SECTION 10.02. SECOND LEGAL OPINION.** In a collaborative law matter, it may
30 be advisable to secure a second opinion from another lawyer for the benefit of one or both
31 parties. The engagement of this lawyer should be disclosed prior to the first consultation. If the
32 second opinion is only sought by one party, then the opinion given by such lawyer is not required
33 to be disclosed to the other participants in the collaborative law process, as such would be
34 lawyer-client privileged information. Any lawyer offering a second opinion should be given all
35 information necessary to give informed advice, including the reports of the experts, advisors and
36 allied professionals whose services have been engaged in the collaborative law process. The
37 client may ask the lawyer to give advice based on disregarding certain opinions, however, the
38 lawyer should be privy to any information that a substitute collaborative or a subsequent
39 litigation lawyer would have in rendering opinions. This section does not apply to a lawyer
40 representing the client as co-counsel who signs the participation agreement.

41
42 **SECTION 10.03. NEUTRALITY.** The collaborative lawyer should inform the neutral
43 expert or advisor that such individual is being engaged jointly and that the individual should use
44 care to avoid the appearance of bias. The neutral expert or advisor should be instructed to
45 disclose any reason that may exist that would cause someone to question the individual's
46 impartiality. Scope and terms of the engagement should be in writing, signed by the participants

1 and the neutral expert or advisor. The neutral expert or advisor should be advised on the need to
2 be available for discussion of the opinions or findings with one or both parties.

3
4 **SECTION 10.04. EFFECT OF OPINION OR FINDING.** The opinion or finding of a
5 neutral expert or advisor in a collaborative law matter is not binding on the parties, unless the
6 parties agree in writing to be bound by such opinion or finding.

7
8 **SECTION 10.05. TESTIMONY BARRED.** Should the dispute become a litigated
9 matter, the expert or advisor may not testify, unless the parties and the expert or advisor agree in
10 writing otherwise.

11
12 **SECTION 10.06. SURVEILLANCE.** Neither the collaborative lawyer nor the client
13 may directly or indirectly conduct surveillance or research into the other party's activities during
14 the collaborative law process. This prohibition extends to allowing the use of an investigator,
15 detective or other individual paid for or engaged by a third party.

16
17 **CHAPTER 11.**
18 **SETTLEMENT DOCUMENTS AND CLOSING THE MATTER**

19
20 **SECTION 11.01. GOOD FAITH DRAFTING.**

21
22 (a) A collaborative lawyer should in good faith draft settlement documents and final court
23 orders in a manner that honestly and completely reflects the parties' intentions.

24
25 (b) A collaborative lawyer should not take advantage of a drafting mistake made by the
26 other party or an allied professional that benefits the client and should promptly notify the other
27 lawyer of the mistake.

28
29 (c) A collaborative lawyer may ignore a drafting mistake made by other party that
30 disadvantages the collaborative lawyer's client, if after notice to the client, the client does not
31 wish to correct the mistake and the mistake does not affect a material term of the settlement
32 agreement.

33
34 **SECTION 11.02. CLOSING THE MATTER.** If feasible, the signing of the closing
35 documents should be done in a four-way meeting. Any remaining issues between the parties
36 should be resolved at this time. The parties should be given some leeway to plan a concluding
37 meeting which meets their needs.

38
39 **CHAPTER 12.**
40 **WITHDRAWAL AND TERMINATION**

41
42 **SECTION 12.01. WITHDRAWAL.** A collaborative lawyer, subject to the terms of
43 engagement, may withdraw from a collaborative law matter as in any other matter. The
44 collaborative lawyer should assist the successor collaborative lawyer in becoming acquainted
45 with the matter so as not to prejudice the client.

1 **SECTION 13.01. INTERPRETATION.** The advancement of the highest and noblest
2 goals of furthering collaborative law as a preferred process of resolving family law matters
3 should guide the interpretation of these protocols.
4

5 **SECTION 13.02. EFFECTIVE DATE.** These protocols take effect upon adoption by
6 the Board of Trustees of the Collaborative Law Institute of Texas, Inc. [Note: Adopted by the
7 Board of Trustees on January 28, 2004]