

COLLABORATIVE FAMILY LAW CONTRACT

AMONG:

JON HEDER

Client/Husband/Father

- and -

TINA MAJORINO

Lawyer for Husband/Father

- and -

SUMMER WHEATLEY

Client/Wife/Mother

- and -

IAN J. H. BROWN

Lawyer for Wife/Mother

WHEREAS

1. GOALS

- a. We believe that it is in the best interests of JON HEDER (“Jon”), SUMMER WHEATLEY (“Summer”) and their children, Pedro Heder Wheatley (“Pedro”) and Deborah Heder Wheatley (“Debbie”) to resolve their differences through interest-based negotiation rather than by going to Court.
- b. We agree to use the Collaborative Law Process (called the “Process” in this Contract) to resolve our differences. This Process is based on:

- i. honesty;
- ii. compromise;
- iii. co-operation;
- iv. moderation;
- v. integrity; and
- vi. professionalism.

This Process is focused on the **future** well-being of Jon and Summer and their children.

This Process does **not** rely on Court imposed solutions.

- c. Our goals are:
 - i. to resolve all of Jon's and Summer's differences in the best interests of their children;
 - ii. to eliminate the negative economic, social and emotional consequences of litigation; and
 - iii. to find solutions that are acceptable to Jon and Summer.

2. WE WILL NOT GO TO COURT

- a. We commit ourselves to settling this case without going to Court.
- b. We agree to give complete, honest and open disclosure of all information, whether requested or not. Any request for disclosure of information will be made informally. Jon and Summer will provide this information immediately.
- c. We agree to engage in informal discussions and conferences to settle all issues.

3. CAUTIONS

- a. Jon and Summer understand there is no guarantee that they will successfully resolve their differences with this Process.
- b. Jon and Summer understand this Process is designed to solve only the following legal issues of Jon and Summer.
 - i. Parenting;
 - ii. Child Support;

- iii. Division of Matrimonial Property; and
- iv. Spousal Support.

This Process is not personal or marriage counselling.

- c. Jon and Summer understand they are still expected to assert their respective interests and that their lawyers will help each of them to do this.
- d. Jon and Summer understand that they should not lapse into a false sense of security that the Process will protect them.
- e. Jon and Summer understand that each of their lawyers has a professional duty to represent his or her own client diligently and is not a lawyer for the other party, even though their collaborative lawyers share a commitment to this Process.

4. LAWYER'S FEES AND COSTS

- a. Jon and Summer agree that their lawyers are entitled to be paid for their services. Jon and Summer will each pay his or her own lawyer.

5. PARTICIPATION WITH INTEGRITY

- a. We will respect each other.
- b. We will work to protect the confidentiality, privacy and dignity of everyone involved in this Process.
- c. We will maintain a high standard of integrity.
- d. We will not take advantage of any mistakes anyone makes in this Process.
- e. We will immediately identify and correct any mistakes.

6. STATUS QUO

We recognize that it may take a number of Collaborative Law meetings to resolve all of the issues. There will be interim arrangements agreed to between Jon and Summer that will create a status quo that establish interim arrangements. Jon and Summer agree not to change any status

quo arrangements without either the consent of each other or agreement within the Collaborative Law process. Examples of changing a status quo may include:

- a. Taking the name of one party off a joint bank account or credit card;
- b. Cancelling a credit card;
- c. Advances of money taken from a joint line of credit;
- d. Taking unauthorized amounts from a joint bank account.

Jon and Summer will maintain status quo arrangements to ensure that neither are “surprised” by the actions of the other.

7. FOUR PARTY MEETINGS

In preparation for the Collaborative Law Process, Jon and Summer have been advised by their lawyers that four party meetings are the most effective way of dealing with the issues that need to be resolved. We agree to participate in the Collaborative Law Process by meeting together and a failure or refusal by Jon or Summer to attend or continue with four way meetings will be deemed to be a breach of the spirit and intent of the Collaborative Law Process. In that event, the Process will be terminated unless special considerations are present that dictate that four party meetings are not possible, but the Process still has an expectation of being completed.

8. EXPERTS

- a. If we need experts, Jon and Summer will hire them jointly unless they agree otherwise in writing.
- b. We agree to direct all experts to help Jon and Summer to resolve their differences without litigation.

9. CHILDRENS' ISSUES

- a. We agree:
 - i. to act quickly to resolve differences related to Jon's and Summer's children;
 - ii. to promote a caring, loving and involved relationship between Jon's and Summer's children and each parent;

- iii. not to seek a custody evaluation during this Process; and
- iv. not to involve Jon's and Summer's children in their differences.

10. WE WILL NEGOTIATE IN GOOD FAITH

- a. We acknowledge that each lawyer represents only one client in this Process.
- b. We understand that this Process will involve vigorous good faith negotiation, with full and honest disclosure.
- c. Each of us will be expected to take a moderate approach in all differences. Where Jon's and Summer's interests differ, each of us will use our best efforts to create proposals which are acceptable to Jon and Summer. If necessary, we will compromise to reach a settlement of all issues.
- d. None of us will use threats of litigation as a way of forcing settlement, although each of us may discuss the likely outcome of going to Court.

11. ABUSE OF THE COLLABORATIVE PROCESS

- a. We understand that both lawyers must withdraw from this case if either lawyer learns that either Jon or Summer has taken unfair advantage of this Process. Some examples of such violations of this Process are:
 - i. Jon or Summer abusing their children;
 - ii. Jon or Summer planning or threatening to flee the jurisdiction of the Court with their children;
 - iii. Disposing of property without the consent of the other person;
 - iv. Withholding or misrepresenting information;
 - v. failing to disclose the existence or the true nature of assets or debts; or

- vi. failing to participate in the spirit of this Process.

12. WHAT HAPPENS IF SOMEONE GOES TO COURT

- a. Jon and Summer understand that their lawyer's representation is limited to this Collaborative Law Process. Neither of the lawyers can ever represent their own client in Court in a proceeding against the other client.
- b. However, if Jon and Summer agree, the lawyers may file divorce documents or other documents reflecting the terms of Jon's and Summer's agreement reached in this Process.
- c. If either Jon or Summer goes to Court, both lawyers will be disqualified from representing either Jon or Summer.
- d. If either Jon or Summer goes to Court, they must give the other prior written notice of their intention to withdraw from the Collaborative Law Process. Neither Jon nor Summer can bring a court application within 30 days of giving notice of their intention to withdraw from the Process. However, if either the Husband or the Wife satisfies a court that there is an emergency requiring immediate action which must be dealt with before the 30 day period expires, then that court application will not be a breach of this contract.
- e. If this Process ends, both lawyers will be disqualified as witnesses, even if Jon and Summer agree otherwise in writing.
- f. If this Process ends, all experts will be disqualified as witnesses and their opinions and reports will be inadmissible as evidence, **unless** Jon and Summer and the expert agree otherwise in writing.
- g. If this Process ends, the Progress Reports of each meeting and discussions at each meeting are confidential and cannot be used by either party in the event that Court proceedings are commenced.
- h. Nothing agreed to during the collaborative law process whether recorded in progress notes or otherwise, shall be considered a binding agreement between the parties until incorporated in a properly executed separation agreement, whether interim or final, which includes a provision constituting the document as a separation agreement pursuant to the provisions of the Family Law Act, R.S.O.

