

1 Candace J. Mitchell, L.P. (500033)
2 **Veritas Family Law, LLC**
3 6314 W. Union Hills Drive, Suite 200
4 Glendale, AZ 85308
5 Candace.thude@veritasfamilylaw.com
6 Phone: (623)935-2870
7 Arizona Legal Paraprofessional

8 **SUPERIOR COURT OF ARIZONA**
9 **IN MARICOPA COUNTY**

10 In Re the Matter of:

11 **PETITION TO AMEND RULE 67.1,**
12 **ARIZONA RULES OF FAMILY LAW**
13 **PROCEDURE**

Supreme Court No. R-

Petition to Amend Rule 67.1, Arizona
Rules of Family Law Procedure.

14 Pursuant to Rule 28, Rules of the Supreme Court, **Candace J. Mitchell, L.P.**,
15 Arizona Legal Paraprofessional, respectfully petitions this Court to adopt amendments to
16 Rule 67.1, Arizona Rules of Family Law Procedure, governing procedures in family law
17 cases and all matters arising under Title 25 of the Arizona Revised Statutes, as proposed
18 below.

19 **I. Background and Purposed of the Proposed Rule Amendments.**

20 **Access to Justice.** The Arizona Legal Paraprofessional position was implemented
21 to enhance access to justice for individuals who may not be able to afford or access
22 traditional legal services or representation. Arizona Legal Paraprofessionals, as non-
23 lawyers, by and through ACJA 7-210 can help bridge the justice gap and bring relief to
24

1 legal deserts by providing affordable and accessible legal services to underserved
2 populations. This was the one of the main deciding factors in implementing the Arizona
3 Legal Paraprofessional was to ensure that individuals could obtain representation that
4 provided the same outcome as traditional litigation provided by an attorney at the fraction
5 of the cost, time, and stress of which was the similar reason why the collaborative process
6 was realized.

8 **Cost Effectiveness.** Allowing Arizona Legal Paraprofessionals to handle certain
9 aspects of family law can reduce the cost burden of those navigating the Arizona family
10 law court system of which are involved in legal proceedings. Non-lawyers can often offer
11 their services at lower rates compared to attorneys, making legal assistance more affordable
12 for those who would otherwise struggle to navigate the complexities of family law matters.

14 **Achieving Less Burdensome Outcomes.** Collaborative divorce aims to attain a fair
15 settlement while minimizing the emotional and financial costs associated with divorce,
16 fostering cooperation and open communication between the parties involved. It involves a
17 team of professionals who collaborate to help the parties reach a mutually beneficial
18 agreement, reducing the emotional and financial burdens of a potentially lengthy and costly
19 trial process. By extending the collaborative process to Arizona legal paraprofessionals,
20 they can offer their clients an option that supports their emotional well-being and that of
21 their families. The quantity of individuals seeking mental health care is on an upward trend
22 of which significantly impacts all children and families alike within Arizona, but Arizona
23
24

1 legal paraprofessionals, working in conjunction with other professionals, can collaborate
2 to mitigate the correlation between mental disorders and marital dissolution.

3 **Legal Community Cohesiveness.** Permitting attorneys and non-lawyers to
4 collaborate together in less contentious manner also encourages rapport and cohesiveness
5 which will strengthen the legal community.

7 **Alleviating Legal Backlog.** Arizona, like many jurisdictions, faces a significant
8 backlog of family law cases. By involving Arizona Legal Paraprofessionals to participate
9 in the collaborative law process, the burden on Courts and attorneys can be reduced. The
10 Arizona State Bar Association continues to author articles by and through the Arizona
11 Attorney magazine on the stress and control which burdens attorneys throughout the state
12 of Arizona. What better way to reduce stress than by equitably allocating matters between
13 non-lawyers and lawyers alike so that they can participate in the collaborative process
14 together to reduce the burden on the family court justice system.

16 **Professional Regulation.** The inclusion of Arizona Legal Paraprofessionals in
17 Rule 67.1, Arizona Rules of Family Law Procedure provides an opportunity to establish a
18 regulatory framework for their practice. By setting standards for training, education, and
19 supervision, the court can ensure that legal paraprofessionals provide quality and ethical
20 services to clients. This would protect the interests of the public while maintaining the
21 integrity of the legal profession pursuant to ACJA 7-210.

23 In summary, amending Rule 67.1 to include Arizona Legal Paraprofessional
24

1 pursuant to ACJA 7-210 can enhance access to justice, promote cost-effectiveness,
2 alleviate legal backlog, improve efficiency, and establish regulatory framework, all while
3 allowing the legal community to build cohesiveness by working in a more collaborative
4 process. If our collective goal is to increase access to justice in the state of Arizona,
5 streamline the family court process, reduce stress and complexities for our constituents,
6 ease strain upon our attorneys while incorporating the need for Arizona Legal
7 Paraprofessionals to bridge the gap and nurture our legal deserts, then it is a matter of
8 importance to amended Rule 67.1, Arizona Rules of Family Law to include Arizona Legal
9 Paraprofessionals as non-lawyers pursuant to ACJA 7-210.
10

11
12 **CONCLUSION**

13 Candace J. Mitchell, L.P. respectfully requests that the Court modify Rule 67.1,
14 Arizona Rules of Family Law Procedure as set forth in the attached Appendix.

15 **RESPECTFULLY SUBMITTED** this 18th day of October 2023.
16

17 By: /S/ Candace J. Mitchell

18 Candace J. Mitchell, L.P.
19 **Veritas Family Law, LLC**
6314 W. Union Hills Drive, Suite 200
Glendale, AZ 85308
20 Arizona Legal Paraprofessional

21 Electronic copy filed with the
Clerk of the Supreme Court of Arizona
22 This 18th day of October 2023.

23 By: /S/ Candace J. Mitchell
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPENDIX

(Please note: deletions are reflected by ~~strikethrough~~ and additions are reflected by underline.)

II. Contents of the Proposed Rule Amendment.

(a) Short Title. The provisions of this rule may be cited as the Uniform Collaborative Law Rules.

(b) Definitions. In this rule:

(1) "Collaborative law communication" means a statement, whether oral or in a record, or verbal or nonverbal, that:

(A) is made to conduct, participate in, continue, or reconvene a collaborative law process; and

(B) occurs after the parties sign a collaborative law participation agreement and before the collaborative law process is concluded.

(2) "Collaborative law participation agreement" means an agreement by persons to participate in a collaborative law process.

(3) "Collaborative law process" means a procedure intended to resolve a collaborative matter without intervention by a tribunal in which persons:

(A) sign a collaborative law participation agreement; and

(B) are represented by collaborative lawyers or collaborative legal paraprofessionals.

(4) "Collaborative lawyer" means a lawyer who represents a party in a collaborative law process.

1 (5) "Collaborative legal paraprofessional" means a legal paraprofessional who
2 represents a party in a collaborative law process pursuant to ACJA 7-210.

3 (6) "Collaborative matter" means a dispute, transaction, claim, problem, or issue for
4 resolution, including a dispute, claim, or issue in a proceeding, which is described in a
5 collaborative law participation agreement and arises under the family or domestic
6 relations law of this state, including:

7 (A) marriage, dissolution, annulment, and property distribution;

8 (B) legal decision-making, parenting time, and visitation;

9 (C) spousal maintenance, and child support;

10 (D) adoption;

11 (E) parentage; and

12 (F) premarital, marital, and post-marital agreements.

13 (7) "Law firm" means:

14 (A) lawyers who practice law together in a partnership, professional corporation, sole
15 proprietorship, limited liability company, or association; and

16 (B) lawyers employed in a legal services organization, or the legal department of a
17 corporation or other organization, or the legal department of a government or
18 governmental subpart, agency, or instrumentality.

19 (8) "Nonparty participant" means a person, other than a party and the party's
20 collaborative lawyer, that participates in a collaborative law process.

21 (9) "Party" means a person that signs a collaborative law participation agreement and
22 whose consent is necessary to resolve a collaborative matter.

1 (10) "Person" means an individual, corporation, business trust, estate, trust, partnership,
2 limited liability company, association, joint venture, public corporation, government or
3 governmental subpart, agency, or instrumentality, or any other legal or commercial
4 entity.

5 (11) "Proceeding" means:

- 6 (A) a judicial, administrative, arbitral, or other adjudicative process before a tribunal,
7 including related prehearing and post-hearing motions, conferences, and discovery; or
8 (B) a legislative hearing or similar process.

9 (12) "Prospective party" means a person that discusses with a prospective collaborative
10 lawyer or collaborative legal paraprofessional the possibility of signing a collaborative
11 law participation agreement.

12 (13) "Record" means information that is inscribed on a tangible medium or that is
13 stored in an electronic or other medium and is retrievable in perceivable form.

14 (14) "Related to a collaborative matter" means involving the same parties, transaction
15 or occurrence, nucleus of operative fact, dispute, claim, or issue as the collaborative
16 matter.

17 (15) "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, or
20 process.

21 (16) "Tribunal" means:
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(A) a court, arbitrator, administrative agency, or other body acting in an 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

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

(c)Applicability. This rule applies to a collaborative law participation agreement that meets the requirements of Rule 67(d).

(d)Collaborative Law Participation Agreement; Requirements.

(1) A collaborative law participation agreement must:

(A) be in writing;

(B) be signed by the parties;

(C) state the parties' intention to resolve a collaborative matter through a collaborative law process under these rules;

(D) describe the nature and scope of the matter;

(E) identify the collaborative lawyer or collaborative legal paraprofessional who represents each party in the process; and

(F) contain a statement by each collaborative lawyer or collaborative legal paraprofessional confirming the lawyer or non-lawyer's representation of a party in the collaborative law process.

(2) Parties may agree to include in a collaborative law participation agreement additional provisions not inconsistent with these rules.

(e)Beginning and Concluding Collaborative Law Process.

(1) A collaborative law process begins when the parties sign a collaborative law participation agreement.

1 (2) A tribunal may not order a party to participate in a collaborative law process over
2 that party's objection.

3 (3) A collaborative law process is concluded by a:

4 (A) resolution of a collaborative matter as evidenced by a signed document;

5 (B) resolution of a part of the collaborative matter, evidenced by a signed agreement,
6 in which the parties agree that the remaining parts of the matter will not be resolved in
7 the process; or

8 (C) termination of the process.

9 (4) A collaborative law process terminates:

10 (A) when a party gives written notice to other parties that the process is ended;

11 (B) when a party:

12 (i) begins a proceeding related to a collaborative matter without the agreement of all
13 parties; or

14 (ii) in a pending proceeding related to the matter:

15 a. initiates a pleading, motion, order to appear, or request for a conference with the
16 tribunal;

17 b. requests that the proceeding be put on the tribunal's active calendar; or

18 c. takes similar action with notice to the parties; or

19 (iii) except as otherwise provided by subpart E(7), when a party discharges a
20 collaborative lawyer/collaborative legal paraprofessional or a collaborative
21 lawyer/collaborative legal paraprofessional withdraws from further representation of
22 a party.

1 (5) A party's collaborative lawyer or collaborative legal paraprofessional must give
2 prompt notice to all other parties in a record of a discharge or withdrawal.

3 (6) A party may terminate a collaborative law process with or without cause.

4 (7) Notwithstanding the discharge or withdrawal of a collaborative lawyer or a
5 collaborative legal paraprofessional, a collaborative law process continues, if within 30
6 days after the date that the notice of the discharge or withdrawal of a collaborative
7 lawyer or collaborative legal paraprofessional required by section E is sent to the
8 parties:

9 (A) the unrepresented party engages a successor collaborative lawyer or collaborative
10 legal paraprofessional; and

11 (B) in a signed document:

12 (i) the parties consent to continue the process by reaffirming the collaborative law
13 participation agreement;

14 (ii) the agreement is amended to identify the successor collaborative lawyer or
15 collaborative legal paraprofessional; and

16 (iii) the successor collaborative lawyer or collaborative legal paraprofessional
17 confirms the lawyer or legal paraprofessional's representation of a party in the
18 collaborative process.

19 (8) A collaborative law process does not conclude if, with the consent of the parties, a
20 party requests a tribunal to approve a resolution of the collaborative matter or any part
21 thereof as evidenced by a signed record.

22 (9) A collaborative law participation agreement may provide additional methods of
23 concluding a collaborative law process.
24
25

1 (f) Proceedings Pending Before Tribunal; Status Report.

2 (1) Persons in a proceeding pending before a tribunal may sign a collaborative law
3 participation agreement to seek to resolve a collaborative matter related to the
4 proceeding. The parties must file promptly with the tribunal a notice of the agreement
5 after it is signed. Subject to subpart (f)(3) and sections (g) and (h) of this rule, the filing
6 operates as an application for a stay of the proceeding.

7 (2) The parties must file promptly with the tribunal notice in a record when a
8 collaborative law process concludes. A stay of the proceeding under subpart (f)(1) is
9 lifted when the notice is filed. The notice may not specify any reason for termination of
10 the process.

11 (3) A tribunal in which a proceeding is stayed under subpart (f)(1) may require the
12 parties and collaborative lawyers and/or collaborative legal paraprofessionals to provide
13 a status report on the collaborative law process and the proceeding. A status report may
14 include only information on whether the process is ongoing or concluded. It may not
15 include a report, assessment, evaluation, recommendation, finding, or other
16 communication regarding a collaborative law process or collaborative law matter.

17 (4) A tribunal may not consider a communication made in violation of subpart (f)(3).

18 (5) A tribunal must provide parties notice and an opportunity to be heard before
19 dismissing a proceeding in which a notice of collaborative process is filed based on
20 delay or failure to prosecute.

21 (g) Emergency Order. During a collaborative law process, a tribunal may issue
22 emergency orders to protect the health, safety, welfare, or interest of a party or other
23
24
25

1 protected person as defined in Rule 5 of the Arizona Rules of Protective Order
2 Procedure.

3 (h) Approval of Agreement by Tribunal. A tribunal may approve an agreement resulting
4 from a collaborative law process.

5 (i) Disqualification of Collaborative Lawyer or Collaborative legal paraprofessionals
6 and Lawyers and Legal Paraprofessionals in Associated Law Firm.

7 (1) Except as otherwise provided in subpart (i)(3), a collaborative lawyer or
8 collaborative legal paraprofessional is disqualified from appearing before a tribunal to
9 represent a party in a proceeding related to the collaborative matter.

10 (2) Except as otherwise provided in subpart (i)(3) and sections (j) and (k) of this rule,
11 a lawyer or legal paraprofessional in a law firm with which the collaborative lawyer
12 or collaborative legal paraprofessional associated is disqualified from appearing
13 before a tribunal to represent a party in a proceeding related to the collaborative
14 matter if the collaborative lawyer or collaborative legal paraprofessional is
15 disqualified from doing so under subpart (i)(1).

16 (3) A collaborative lawyer, collaborative legal paraprofessional, or a lawyer in a law
17 firm with which the collaborative lawyer or collaborative legal paraprofessional is
18 associated may represent a party:

19 (A) to ask a tribunal to approve an agreement resulting from the collaborative law
20 process; or

21 (B) to seek or defend an emergency order to protect the health, safety, welfare, or
22 interest of a party or protected person as defined in Rule 5 of the Arizona Rules of
23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Protective Order Procedure if a successor lawyer is not immediately available to represent that person.

(4) If subpart (i)(3)(b) applies, a collaborative lawyer, a collaborative legal paraprofessional, or lawyer in a law firm with which the collaborative lawyer or collaborative legal paraprofessional is associated, may represent a party or protected persons defined in Rule 5 of the Arizona Rules of Protective Order Procedure only until the person is represented by a successor lawyer, a successor legal paraprofessional or reasonable measures are taken to protect the health, safety, welfare, or interest of the person.

(j)Low Income Parties.

(1) The disqualification of subpart (i)(1) of this rule applies to a collaborative lawyer or collaborative legal paraprofessional representing a party with or without fee.

(2) After a collaborative law process concludes, another lawyer or legal paraprofessional in a law firm with which a collaborative lawyer or legal paraprofessional was disqualified under subpart (i)(1) of this rule is associated may represent a party without fee in the collaborative matter or a matter related to the collaborative matter if:

- (A) the party has an annual income that qualifies the party for free legal representation under the criteria established by the law firm for free legal representation;
- (B) the collaborative law participation agreement so provides; and
- (C) the collaborative lawyer or collaborative legal paraprofessional is isolated from any participation in the collaborative matter or a matter related to the collaborative matter through procedures within the law firm which are reasonably calculated to

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

isolate the collaborative lawyer or collaborative legal paraprofessional from such participation.

(k) Governmental Entity as Party.

(1) The disqualification of subpart (i)(1) of this rule applies to a collaborative lawyer representing a party that is a government or governmental subpart, agency, or instrumentality.

(2) After a collaborative law process concludes, another lawyer in a law firm with which the collaborative lawyer is associated may represent a government or governmental subpart, agency, or instrumentality in the collaborative matter or a matter related to the collaborative matter if:

(A) the collaborative law participation agreement so provides; and

(B) the collaborative lawyer is isolated from any participation in the collaborative matter or a matter related to the collaborative matter through procedures within the law firm which are reasonably calculated to isolate the collaborative lawyer from such participation.

(l) Disclosure of Information. Except as provided by law other than these rules, during the collaborative law process, on the request of another party, a party must make timely, full, candid, and informal disclosure of information related to the collaborative matter without formal discovery. A party also must update promptly previously disclosed information that has materially changed. The parties may define the scope of disclosure during the collaborative law process.

(m) Standards of Professional Responsibility and Mandatory Reporting Not Affected.

These rules do not affect:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- (1) the professional responsibility obligations and standards applicable to a lawyer or other licensed professional; or
- (2) the obligation of a person to report abuse or neglect, abandonment, or exploitation of a child or adult under the law of this state.

(n) Appropriateness of Collaborative Law Process. Before a prospective party signs a collaborative law participation agreement, a prospective collaborative lawyer or collaborative legal paraprofessional must:

- (1) assess with the prospective party factors the lawyer or legal paraprofessional reasonably believes relate to whether a collaborative law process is appropriate for the prospective party's matter;
- (2) provide the prospective party with information that the lawyer or legal paraprofessional reasonably believes is sufficient for the party to make an informed decision about the material benefits and risks of a collaborative law process as compared to the material benefits and risks of other reasonably available alternatives for resolving the proposed collaborative matter, such as litigation, mediation, arbitration, or expert evaluation; and
- (3) advise the prospective party that:
 - (A) after signing an agreement if a party initiates a proceeding or seeks tribunal intervention in a pending proceeding related to the collaborative matter, the collaborative law process terminates;
 - (B) participation in a collaborative law process is voluntary and any party has the right to terminate unilaterally a collaborative law process with or without cause; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(C) the collaborative lawyer or collaborative legal paraprofessional and any lawyer in a law firm with which the collaborative lawyer or collaborative legal paraprofessional is associated may not appear before a tribunal to represent a party in a proceeding related to the collaborative matter, except as authorized by subparts (i)(3), (j)(2), or (k)(2) of this rule.

(o) Coercive or Violent Relationship.

(1) Before a prospective party signs a collaborative law participation agreement, a prospective collaborative lawyer or collaborative legal paraprofessional must make reasonable inquiry whether the prospective party has a history of a coercive or violent relationship with another prospective party.

(2) Throughout a collaborative law process, a collaborative lawyer or collaborative legal paraprofessional reasonably and continuously must assess whether the party the collaborative lawyer or collaborative legal paraprofessional represents has a history of a coercive or violent relationship with another party.

(3) If a collaborative lawyer or collaborative legal paraprofessional reasonably believes that the party the lawyer represents or the prospective party who consults the lawyer or legal paraprofessional has a history of a coercive or violent relationship with another party or prospective party, the lawyer or legal paraprofessional may not begin or continue a collaborative law process unless:

- (A) the party or the prospective party requests beginning or continuing a process; and
- (B) the collaborative lawyer or collaborative legal paraprofessional reasonably believes that the safety of the party or prospective party can be protected adequately during a process.

1 (p)Confidentiality of Collaborative Law Communication. A collaborative law
2 communication is confidential to the extent agreed by the parties in a signed writing or as
3 provided by law of this state other than these rules.

4 (q)Privilege Against Disclosure for Collaborative Law Communication; Admissibility;
5 Discovery.

6 (1) Subject to sections R and S of this rule, a collaborative law communication is
7 privileged under subpart (q)(2), is not subject to discovery, and is not admissible in
8 evidence.

9 (2) In a proceeding, the following privileges apply:

10 (A) A party may refuse to disclose, and may prevent any other person from
11 disclosing, a collaborative law communication.

12 (B) A nonparty participant may refuse to disclose, and may prevent any other person
13 from disclosing, a collaborative law communication of the nonparty participant.

14 (3) Evidence or information that is otherwise admissible or subject to discovery does
15 not become inadmissible or protected from discovery solely because of its disclosure or
16 use in a collaborative law process.

17 (r)Waiver and Preclusion of Privilege.

18 (1) A privilege under section (q) of this rule may be waived in a record or orally during
19 a proceeding if it is expressly waived by all parties and, in the case of the privilege of a
20 nonparty participant, it is also expressly waived by the nonparty participant.

21 (2) A person that makes a disclosure or representation about a collaborative law
22 communication which prejudices another person in a proceeding may not assert a
23
24
25

1 privilege under section (q) of this rule, but this preclusion applies only to the extent
2 necessary for the person prejudiced to respond to the disclosure or representation.

3 (s)Limits of Privilege.

4 (1) There is no privilege under section (q) of this rule for a collaborative law
5 communication that is:

6 (A) available to the public under Arizona law or rule, or made during a session of a
7 collaborative law process that is open, or is required by law or rule to be open, to the
8 public;

9 (B) a threat or statement of a plan to inflict bodily injury or commit a crime of
10 violence;

11 (C) intentionally used to plan a crime, commit or attempt to commit a crime, or
12 conceal an ongoing crime or ongoing criminal activity; or

13 (D) in an agreement resulting from the collaborative law process, evidenced by a
14 record signed by all parties to the agreement.

15 (2) The privileges under section (q) of this rule for a collaborative law communication
16 do not apply to the extent that a communication is:

17 (A) sought or offered to prove or disprove a claim or complaint of professional
18 misconduct or malpractice arising from or related to a collaborative law process; or

19 (B) sought or offered to prove or disprove abuse, neglect, abandonment, or
20 exploitation of a child or adult, unless the Arizona Department of Child Safety or the
21 Adult Protective Services, Division of Aging and Adult Services, Arizona Department
22 of Economic Security, is a party to or otherwise participates in the process.

1 (3) There is no privilege under section (q) of this rule if a tribunal finds, after a hearing
2 in camera, that the party seeking discovery or the proponent of the evidence has shown
3 the evidence is not otherwise available, the need for the evidence substantially
4 outweighs the interest in protecting confidentiality, and the collaborative law
5 communication is sought or offered in:

6 (A) a court proceeding involving a felony or misdemeanor; or

7 (B) a proceeding seeking rescission or reformation of a contract arising out of the
8 collaborative law process or in which a defense to avoid liability on the contract is
9 asserted.

10 (4) If a collaborative law communication is subject to an exception under subpart (s)(2)
11 or (s)(3), only the part of the communication necessary for the application of the
12 exception may be disclosed or admitted.

13 (5) Disclosure or admission of evidence excepted from the privilege under subpart
14 (s)(2) or (s)(3) does not make the evidence or any other collaborative law
15 communication discoverable or admissible for any other purpose.

16 (6) The privileges under section (q) of this rule do not apply if the parties agree in
17 advance in a signed record, or if a record of a proceeding reflects agreement by the
18 parties, that all or part of a collaborative law process is not privileged. This subsection
19 does not apply to a collaborative law communication made by a person that did not
20 receive actual notice of the agreement before the communication was made.

21 (t) Authority of Tribunal in Case of Noncompliance.
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(1) If an agreement fails to meet the requirements of section (d) of this rule, or a lawyer fails to comply with section (n) or (o) of this rule, a tribunal may nonetheless find that the parties intended to enter into a collaborative law participation agreement if they:

(A) signed a record indicating an intention to enter into a collaborative law participation agreement; and

(B) reasonably believed they were participating in a collaborative law process.

(2) If a tribunal makes the findings specified in subpart (t)(1), and the interests of justice require, the tribunal may:

(A) enforce an agreement evidenced by a record resulting from the process in which the parties participated;

(B) apply the disqualification provisions of sections (e), (f), (j), and (k) of this rule; and

(C) apply a privilege under section (q).