

COOPERATIVE PARTICIPATION AGREEMENT

This Cooperative Participation Agreement ("Agreement") is made between _____ ("Husband") and _____ ("Wife"), jointly referred to as "the Parties". Husband and Wife commit to use his and her best efforts in a Cooperative Process ("the Process") to negotiate a fair and reasonable agreement in settlement of the termination of their marriage, and to provide clarity as to the way any dispute that may remain at the conclusion of the negotiation will be resolved.

Therefore, and in consideration of the foregoing, Husband and Wife each state and agree as follows:

Our goal is to avoid prolonged and harmful conflict and to reach a fair and reasonable agreement. We promise to: listen carefully; honestly provide all relevant information; try to understand the interests of both Parties; seek solutions that satisfy the interests of both Parties; and to treat everyone in the Process with respect. We shall not disparage each other to family members, colleagues, or mutual friends and acquaintances.

We understand that, despite our best efforts and those of our lawyers, we may not resolve of all our issues by agreement. We believe that it is consistent with our respective interests to choose at the outset of the Process the mechanism by which we will deal with any issue upon which we cannot reach agreement.

By making this Agreement, we agree to work hard to negotiate a reasonable resolution by agreement in this matter, and we will direct our lawyers to do so as well. We understand that the Cooperative Process involves the selection of both a Negotiation Model and a Dispute Resolution Mechanism. In consideration of our mutual promises, we agree to the following process:

I. NEGOTIATION MODEL

A. () Four Way Meetings Only. We agree that we will each meet with our respective lawyers as frequently as we choose. The negotiation of issues, however, will only occur in face to face meetings attended by both of us and our respective counsel. We may agree to add related professionals to the face to face meetings from time to time.

() Four Way Meetings as Requested. We agree that we will each meet with our respective lawyers as frequently as we choose. Our lawyers may schedule meetings and conduct interest based negotiations on our behalf, but without our presence, from time to time. Either both of us, or our lawyers, may request a face to face meeting with both of us and our lawyers present. Such meetings may occur to negotiate issues; to receive reports from our lawyers with respect to the status of negotiations; or to receive their recommendations concerning any issue(s).

() Mediation. We appoint _____ as Mediator of the Process. We agree that we will meet with the Mediator in face to face negotiations. The Mediator shall assist us in reaching agreement on all issues taking into consideration our needs and interests.

() Facilitation. We appoint _____ as Facilitator of The Process. The Facilitator shall oversee The Process, including the gathering of information and the retention of experts. The Facilitator shall also assist in identifying settlement options and reaching agreement upon certain issues.

() Neutral Evaluation. We appoint _____ as Neutral Evaluator of the Process. The Neutral Evaluator shall be provided with a summary of information with respect to our issues. The Neutral Evaluator will provide us, and our lawyers, with feedback that is not binding on the resolution of our issues. We may also engage the Neutral Evaluator to assist in the resolution of our issues after receiving the feedback.

B. Maintaining a Reasonable Environment During the Process

At the beginning of the Process, we shall negotiate interim arrangements to maintain a fair and reasonable environment while we negotiate in the Process. We shall begin the Process by discussing the need for interim agreements to achieve the following goals:

1. Ensure frequent and meaningful contact between parents and children;
2. Ensure adequate financial support for both spouses and for the care of the children;
3. Refrain from transferring, encumbering, concealing or in any way disposing of any property, except in the usual course of business or for the necessities of life, and then with a full accounting, if requested;
4. Refrain from harassing, abusing, or disturbing the peace of each other or of any child; and
5. Maintain without change in coverage or beneficiary designation, all existing contracts of insurance covering the life, health, dental or vision of the children and/or the spouses.
6. In arriving at a fair final fee, counsel for the parties shall take into consideration all factors set forth in the Code of Professional Responsibility including complexity of issues; priority of time used; and the value of results obtained; in addition to the time expended. The interim time based monthly invoices of counsel for the parties, and other related professionals, and shall be paid by Husband, with allocation of ultimate responsibility for such payment reserved to the final negotiation, or arbitration, of all issues in this matter.

C. Information Exchange

We agree to completely and honestly disclose all relevant documents and information in this matter. We shall each provide to the other, and counsel, the following statements notarized under oath: (1) Statement of Marital and Non-Marital Property and Liabilities, (2) Income and Expense Statement, and (3) copies of any existing documents that substantiate each answer made. We shall give complete responses within agreed deadlines to all requests for other relevant documents and information. We acknowledge and agree that relevant information is information needed to make an informed decision (in other words, we agree to provide all information that we would want to know if in the other Party's position). We shall not take advantage of miscalculations or inadvertent mistakes of fact or law. If we, or our lawyers, discover such miscalculations or other mistakes, we shall promptly inform each other and will direct our lawyers to do the same.

D. Use of Experts.

If the parties agree, or it is otherwise determined, that experts are needed, such experts shall be retained jointly and their work product shared. If a joint expert is retained, the retention agreement shall describe the use of the work product. Either Party retains the right to consult an expert separately to review the work of the joint expert. If a Party separately consults an expert, that Party shall share that expert's work product with the other Party, and must notify the other Party, in advance, that the expert is being consulted. We understand that the report and work product of any expert may be introduced in the Dispute Resolution Mechanism we select.

E. Negotiation and Resolution

We agree that the negotiation of the final settlement shall take place promptly after the parties have concluded the exchange of information set forth above. The final settlement of the parties shall be embodied in a Separation and Property Settlement Agreement. Counsel shall work in good faith to agree upon the language of the Separation and Property Settlement Agreement. Upon completion, the Agreement shall be signed by the parties and promptly presented to the Court to be journalized in the context of an uncontested divorce or dissolution. If settlement is not reached, all unresolved issues shall be resolved pursuant to Section II of this Agreement.

II. DISPUTE RESOLUTION MECHANISMS.

A. () Arbitration

We appoint _____ as Arbitrator. All unresolved issues shall be presented to the Arbitrator for resolution. If an impasse is reached on more than one issue, such issues may be arbitrated individually or in such combinations as the Arbitrator may, in his discretion, determine. This Agreement to Arbitrate shall be governed by the Federal

Arbitration Act (9 U.S.C. §3; “FAA”) and the provisions of O.R.C. Section 2711.01, et. seq., but only to the extent such provisions are not inconsistent with the FAA, and all awards of the Arbitrator shall be final and binding. Therefore:

1. Law: We agree to be bound by the substantive laws of the State of Ohio during the arbitration process and agree that the Ohio Rules of Evidence may be applied or relaxed at the discretion of the Arbitrator. We submit to the jurisdiction of the Cuyahoga County Court of Common Pleas, Division of Domestic Relations for purposes of the Arbitration

2. Record: Because the decisions of the Arbitrator will be binding, we agree that a court reporter will not be necessary during any arbitration hearing unless requested by the Arbitrator.

3. Issues: The following issues may be submitted to arbitration:

- a. Division of real and personal property, including ancillary issues related thereto (e.g., identification of assets, valuation, characterization of assets, etc.)
- b. Spousal and child support (temporary and post-decree);
- c. Costs, expenses, and attorney fees;
- d. Any other issues properly raised by the parties which would otherwise be within the jurisdiction of the Cuyahoga County Court of Common Pleas, Division of Domestic Relations, for determination in a divorce case and/or post decree matters.

4. Procedure: The format for any arbitration hearing shall be determined by the Arbitrator, with the objective of expediting any such hearing.

5. Scheduling: The arbitration of issues shall take place within the time set forth in this Agreement unless we indicate otherwise, and at such times and on such dates as we and the Arbitrator may agree. Absent agreement by the parties, the Arbitrator shall set the dates and times. After a date for arbitration has been set, postponements and adjournments will be at the discretion of the Arbitrator.

6. Arbitration Award: Within thirty (30) days after the completion of an arbitration hearing, the Arbitrator shall issue an award in writing and deliver a copy to each our lawyers. The award shall be binding upon us, subject only to the applicable statutes and case law of the State of Ohio governing arbitration, but then only to the extent such provisions and case law are not inconsistent with the FAA. The Arbitrator reserves jurisdiction for a period of

14 days following the issuance of an Award to receive a motion to correct any substantial errors or omissions in the Award. The Arbitrator shall resolve any disputes as to the form or content of the Award.

7. Miscellaneous: Upon request by the Arbitrator, counsel shall exchange, and the Arbitrator shall receive, an Arbitration Statement (Trial Brief) including facts, issues and memoranda of law. Further, counsel shall exchange, and the Arbitrator shall receive, witness lists of the parties. Further, the parties shall exchange all exhibits and provide copies to the Arbitrator. Dates upon which briefs, witness lists, and exhibits shall be exchanged shall be determined by the Arbitrator.

8. Waiver: By signing this Agreement, each of us acknowledges that he/she has been informed of his or her rights in litigation, has voluntarily waived his or her right to litigate, and, instead, substitutes binding arbitration as the mechanism by which disputes will be resolved.

B. Private Judge. We agree to jointly request the court to appoint a Private Judge to make a decision with respect to all unresolved issues. The request will follow the filing of a Complaint for Divorce and submission to the court of the agreements that we have made herein. If the request is denied, we will resolve our disputes by Cooperative Litigation.

C. Cooperative Litigation. We agree to submit any dispute to the court for resolution in a litigation process where our issues are clearly identified and in which we, and our lawyers, focus solely on the merits of the issues. The representation to the court will be based upon information previously shared so that there will be no surprises at trial. We agree to instruct our lawyers to avoid tactics that will aggravate us or extend the litigation. It is our intent that our lawyers work with the court to make the litigation as productive and efficient as possible.

D. Parenting Coordinator. We appoint _____ as Parenting Coordinator to assist us with the formulation and implementation of a Parenting Plan that we will agree upon. The Parenting Coordinator will meet with us as requested to discuss issues either of us may have in connection with any interim or final Parenting Plan. In the absence of agreement, the Parenting Coordinator will make decisions concerning the formulation and implementation of the Parenting Plan, which decisions will be binding upon us until and unless the court rules differently on any such issues.

III. MODIFICATION/GOVERNING LAW. We may modify this Agreement in a document signed by both of us. Unless clearly contraindicated, our Participation Agreement will be subject to, construed by, and enforceable under the laws of the State of Ohio.

IV. DURATION OF PROCESS. This Participation Agreement shall remain in full force and effect until the first to occur of the following: We have reached agreement on all issues, utilizing the Negotiation Model selected, and submitted our agreement to the court resulting in the termination of our marriage; we have resolved all of our disputes utilizing the Dispute Resolution Mechanism selected, and submitted the outcome to the court as part of a final decree for divorce or dissolution; or, we have reconciled and jointly notified our respective counsel, in writing, of our decision to reconcile.

V. ACKNOWLEDGMENT

We have read this Agreement, understand its terms and our choices, and agree to comply with it. We understand that by agreeing to this Process, we may give up certain rights, including in some cases, formal court procedural rules for discovery of information. While we understand that there is no guarantee that we will reach agreement in this Process, we believe that the Process set forth in this Participation Agreement is the best option for us under the circumstances. As such, and upon careful and mature consideration of all of the foregoing, we each voluntarily enter into this Participation Agreement.

Dated: _____ Husband: _____

Approved and Accepted by His Lawyer: _____

Dated: _____ Wife: _____

Approved and Accepted by Her Lawyer: _____

Approved and Accepted:

Mediator (if applicable): _____

Facilitator (if applicable): _____

Arbitrator (if applicable): _____

Parenting Coordinator (if applicable): _____