

**Second Regular Session  
Seventy-second General Assembly  
STATE OF COLORADO**

**INTRODUCED**

LLS NO. 20-0842.01 Jerry Barry x4341

**HOUSE BILL 20-1291**

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**HOUSE SPONSORSHIP**

**Tipper,**

**SENATE SPONSORSHIP**

**Gardner,**

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**House Committees**  
Judiciary

**Senate Committees**

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**A BILL FOR AN ACT**

101 **CONCERNING THE "UNIFORM COLLABORATIVE LAW ACT".**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill enacts the "Uniform Collaborative Law Act" (act). The bill authorizes a collaborative law process whereby disputes are resolved without intervention by a court or other tribunal. It specifies:

- ! Requirements for a collaborative law participation agreement including that both sides be represented and advised by collaborative law lawyers; and
- ! That communications made during the collaborative law process are confidential and may not be used in later

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing statute.  
Dashes through the words indicate deletions from existing statute.



1 REPRESENTS A PARTY IN A COLLABORATIVE LAW PROCESS.

2 (5) "COLLABORATIVE MATTER" MEANS A DISPUTE, TRANSACTION,  
3 CLAIM, PROBLEM, NEGOTIATION, OR ISSUE FOR RESOLUTION, INCLUDING A  
4 DISPUTE, CLAIM, OR ISSUE IN A PROCEEDING, WHICH IS DESCRIBED IN A  
5 COLLABORATIVE LAW PARTICIPATION AGREEMENT.

6 (6) "LAW FIRM" MEANS:

7 (a) LAWYERS WHO PRACTICE LAW TOGETHER IN A PARTNERSHIP,  
8 PROFESSIONAL CORPORATION, SOLE PROPRIETORSHIP, LIMITED LIABILITY  
9 COMPANY, OR ASSOCIATION; AND

10 (b) LAWYERS EMPLOYED IN A LEGAL SERVICES ORGANIZATION, OR  
11 THE LEGAL DEPARTMENT OF A CORPORATION OR OTHER ORGANIZATION, OR  
12 THE LEGAL DEPARTMENT OF A GOVERNMENT OR GOVERNMENTAL  
13 SUBDIVISION, AGENCY, OR INSTRUMENTALITY.

14 (7) "NONPARTY PARTICIPANT" MEANS A PERSON, OTHER THAN A  
15 PARTY AND THE PARTY'S COLLABORATIVE LAWYER, THAT PARTICIPATES  
16 IN A COLLABORATIVE LAW PROCESS.

17 (8) "PARTY" MEANS A PERSON THAT SIGNS A COLLABORATIVE LAW  
18 PARTICIPATION AGREEMENT AND WHOSE CONSENT IS NECESSARY TO  
19 RESOLVE A COLLABORATIVE MATTER.

20 (9) "PERSON" MEANS AN INDIVIDUAL, CORPORATION, BUSINESS  
21 TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY,  
22 ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR  
23 GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY, OR ANY  
24 OTHER LEGAL OR COMMERCIAL ENTITY.

25 (10) "PROCEEDING" MEANS:

26 (a) A JUDICIAL, ADMINISTRATIVE, ARBITRAL, OR OTHER  
27 ADJUDICATIVE PROCESS BEFORE A TRIBUNAL, INCLUDING RELATED

1 PREHEARING AND POST-HEARING MOTIONS, CONFERENCES, AND  
2 DISCOVERY; OR

3 (b) A LEGISLATIVE HEARING OR SIMILAR PROCESS.

4 (11) "PROSPECTIVE PARTY" MEANS A PERSON THAT DISCUSSES  
5 WITH A PROSPECTIVE COLLABORATIVE LAWYER THE POSSIBILITY OF  
6 SIGNING A COLLABORATIVE LAW PARTICIPATION AGREEMENT.

7 (12) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A  
8 TANGIBLE MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER  
9 MEDIUM AND IS RETRIEVABLE IN PERCEIVABLE FORM.

10 (13) "RELATED TO A COLLABORATIVE MATTER" MEANS INVOLVING  
11 THE SAME PARTIES, TRANSACTION OR OCCURRENCE, NUCLEUS OF  
12 OPERATIVE FACT, DISPUTE, CLAIM, OR ISSUE AS THE COLLABORATIVE  
13 MATTER.

14 (14) "SIGN" MEANS WITH PRESENT INTENT TO AUTHENTICATE OR  
15 ADOPT A RECORD:

16 (a) TO EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR

17 (b) TO ATTACH TO OR LOGICALLY ASSOCIATE WITH THE RECORD  
18 AN ELECTRONIC SYMBOL, SOUND, OR PROCESS.

19 (15) "TRIBUNAL" MEANS:

20 (a) A COURT, ARBITRATOR, ADMINISTRATIVE AGENCY, OR OTHER  
21 BODY ACTING IN AN ADJUDICATIVE CAPACITY WHICH, AFTER  
22 PRESENTATION OF EVIDENCE OR LEGAL ARGUMENT, HAS JURISDICTION TO  
23 RENDER A DECISION AFFECTING A PARTY'S INTERESTS IN A MATTER; OR

24 (b) A LEGISLATIVE BODY CONDUCTING A HEARING OR SIMILAR  
25 PROCESS.

26 **13-24-103. Applicability.** THIS ARTICLE 24 APPLIES TO A  
27 COLLABORATIVE LAW PARTICIPATION AGREEMENT THAT MEETS THE

1 REQUIREMENTS OF SECTION 13-24-104 SIGNED ON OR AFTER THE  
2 EFFECTIVE DATE OF THIS ARTICLE 24.

3 **13-24-104. Collaborative law participation agreement -**  
4 **requirements.** (1) A COLLABORATIVE LAW PARTICIPATION AGREEMENT  
5 MUST:

6 (a) BE IN A RECORD;

7 (b) BE SIGNED BY THE PARTIES;

8 (c) STATE THE PARTIES' INTENTION TO RESOLVE A COLLABORATIVE  
9 MATTER THROUGH A COLLABORATIVE LAW PROCESS UNDER THIS ARTICLE  
10 24 AS ENACTED IN COLORADO AND INFORMED CONSENT CONCERNING THE  
11 CONSEQUENCES OF THE DISQUALIFICATION PROCESS;

12 (d) DESCRIBE THE NATURE AND SCOPE OF THE MATTER;

13 (e) IDENTIFY THE COLLABORATIVE LAWYER WHO REPRESENTS  
14 EACH PARTY IN THE PROCESS; AND

15 (f) CONTAIN A STATEMENT BY EACH COLLABORATIVE LAWYER  
16 CONFIRMING THE LAWYER'S REPRESENTATION OF A PARTY IN THE  
17 COLLABORATIVE LAW PROCESS.

18 (2) PARTIES MAY AGREE TO INCLUDE IN A COLLABORATIVE LAW  
19 PARTICIPATION AGREEMENT ADDITIONAL PROVISIONS NOT INCONSISTENT  
20 WITH THIS ARTICLE 24.

21 **13-24-105. Beginning and concluding collaborative law**  
22 **process.** (1) A COLLABORATIVE LAW PROCESS BEGINS WHEN THE PARTIES  
23 SIGN A COLLABORATIVE LAW PARTICIPATION AGREEMENT.

24 (2) A TRIBUNAL MAY NOT ORDER A PARTY TO PARTICIPATE IN A  
25 COLLABORATIVE LAW PROCESS OVER THAT PARTY'S OBJECTION.

26 (3) A COLLABORATIVE LAW PROCESS IS CONCLUDED BY A:

27 (a) RESOLUTION OF A COLLABORATIVE MATTER AS EVIDENCED BY

1 A SIGNED RECORD;

2 (b) RESOLUTION OF A PART OF THE COLLABORATIVE MATTER,  
3 EVIDENCED BY A SIGNED RECORD, IN WHICH THE PARTIES AGREE THAT THE  
4 REMAINING PARTS OF THE MATTER WILL NOT BE RESOLVED IN THE  
5 PROCESS; OR

6 (c) TERMINATION OF THE PROCESS.

7 (4) A COLLABORATIVE LAW PROCESS TERMINATES:

8 (a) WHEN A PARTY GIVES NOTICE TO OTHER PARTIES IN A RECORD  
9 THAT THE PROCESS IS ENDED;

10 (b) WHEN A PARTY:

11 (I) BEGINS A PROCEEDING RELATED TO A COLLABORATIVE MATTER  
12 WITHOUT THE AGREEMENT OF ALL PARTIES; OR

13 (II) IN A PENDING PROCEEDING RELATED TO THE MATTER:

14 (A) INITIATES A PLEADING, MOTION, ORDER TO SHOW CAUSE, OR  
15 REQUEST FOR A CONFERENCE WITH THE TRIBUNAL;

16 (B) REQUESTS THAT THE PROCEEDING BE PUT ON THE TRIBUNAL'S  
17 ACTIVE CALENDAR; OR

18 (C) TAKES SIMILAR ACTION REQUIRING NOTICE TO BE SENT TO THE  
19 PARTIES; OR

20 (c) EXCEPT AS OTHERWISE PROVIDED BY SUBSECTION (7) OF THIS  
21 SECTION, WHEN A PARTY DISCHARGES A COLLABORATIVE LAWYER OR A  
22 COLLABORATIVE LAWYER WITHDRAWS FROM FURTHER REPRESENTATION  
23 OF A PARTY.

24 (5) A PARTY'S COLLABORATIVE LAWYER SHALL GIVE PROMPT  
25 NOTICE TO ALL OTHER PARTIES IN A RECORD OF A DISCHARGE OR  
26 WITHDRAWAL.

27 (6) A PARTY MAY TERMINATE A COLLABORATIVE LAW PROCESS

1 WITH OR WITHOUT CAUSE.

2 (7) NOTWITHSTANDING THE DISCHARGE OR WITHDRAWAL OF A  
3 COLLABORATIVE LAWYER, A COLLABORATIVE LAW PROCESS CONTINUES  
4 IF, NOT LATER THAN THIRTY DAYS AFTER THE DATE THAT THE NOTICE OF  
5 THE DISCHARGE OR WITHDRAWAL OF A COLLABORATIVE LAWYER  
6 REQUIRED BY SUBSECTION (5) OF THIS SECTION IS SENT TO THE PARTIES:

7 (a) THE UNREPRESENTED PARTY ENGAGES A SUCCESSOR  
8 COLLABORATIVE LAWYER; AND

9 (b) IN A SIGNED RECORD:

10 (I) THE PARTIES CONSENT TO CONTINUE THE PROCESS BY  
11 REAFFIRMING THE COLLABORATIVE LAW PARTICIPATION AGREEMENT;

12 (II) THE AGREEMENT IS AMENDED TO IDENTIFY THE SUCCESSOR  
13 COLLABORATIVE LAWYER; AND

14 (III) THE SUCCESSOR COLLABORATIVE LAWYER CONFIRMS THE  
15 LAWYER'S REPRESENTATION OF A PARTY IN THE COLLABORATIVE PROCESS.

16 (8) A COLLABORATIVE LAW PROCESS DOES NOT CONCLUDE IF, WITH  
17 THE CONSENT OF THE PARTIES, A PARTY REQUESTS A TRIBUNAL TO  
18 APPROVE A RESOLUTION OF THE COLLABORATIVE MATTER OR ANY PART  
19 THEREOF AS EVIDENCED BY A SIGNED RECORD.

20 (9) A COLLABORATIVE LAW PARTICIPATION AGREEMENT MAY  
21 PROVIDE ADDITIONAL METHODS OF CONCLUDING A COLLABORATIVE LAW  
22 PROCESS.

23 **13-24-106. Proceedings pending before tribunal - status**  
24 **report.** (1) PERSONS IN A PROCEEDING PENDING BEFORE A TRIBUNAL MAY  
25 SIGN A COLLABORATIVE LAW PARTICIPATION AGREEMENT TO SEEK TO  
26 RESOLVE A COLLABORATIVE MATTER RELATED TO THE PROCEEDING. THE  
27 PARTIES SHALL FILE PROMPTLY WITH THE TRIBUNAL A NOTICE OF THE

1 COLLABORATIVE LAW PARTICIPATION AGREEMENT AFTER IT IS SIGNED.  
2 SUBJECT TO SUBSECTION (3) OF THIS SECTION AND SECTIONS 13-24-107  
3 AND 13-24-108 AND THE PARTIES AND THE COLLABORATIVE LAWYERS  
4 INFORM THE COURT THAT THE PARTIES ARE ENGAGING IN GOOD FAITH IN  
5 THE COLLABORATIVE LAW PROCESS, ANY PENDING PROCEEDING IN THE  
6 ACTION FILED BY THE PARTIES SHALL BE CONTINUED TO A DATE CERTAIN.

7 (2) THE PARTIES SHALL FILE PROMPTLY WITH THE TRIBUNAL  
8 NOTICE IN A RECORD WHEN A COLLABORATIVE LAW PROCESS CONCLUDES.  
9 THE STAY OF THE PROCEEDING UNDER SUBSECTION (1) OF THIS SECTION IS  
10 LIFTED WHEN THE NOTICE IS FILED. THE NOTICE MAY NOT SPECIFY ANY  
11 REASON FOR TERMINATION OF THE PROCESS.

12 (3) A TRIBUNAL IN WHICH A PROCEEDING IS STAYED UNDER  
13 SUBSECTION (1) OF THIS SECTION MAY REQUIRE THE PARTIES AND  
14 COLLABORATIVE LAWYERS TO PROVIDE A STATUS REPORT ON THE  
15 COLLABORATIVE LAW PROCESS AND THE PROCEEDING. A STATUS REPORT  
16 MAY INCLUDE ONLY INFORMATION ON WHETHER THE PROCESS IS ONGOING  
17 OR CONCLUDED. IT MAY NOT INCLUDE A REPORT, ASSESSMENT,  
18 EVALUATION, RECOMMENDATION, FINDING, OR OTHER COMMUNICATION  
19 REGARDING A COLLABORATIVE LAW PROCESS OR COLLABORATIVE LAW  
20 MATTER.

21 (4) A TRIBUNAL MAY NOT CONSIDER A COMMUNICATION MADE IN  
22 VIOLATION OF SUBSECTION (3) OF THIS SECTION.

23 (5) A TRIBUNAL SHALL PROVIDE PARTIES NOTICE AND AN  
24 OPPORTUNITY TO BE HEARD BEFORE DISMISSING A PROCEEDING IN WHICH  
25 A NOTICE OF COLLABORATIVE PROCESS IS FILED BASED ON DELAY OR  
26 FAILURE TO PROSECUTE.

27 **13-24-107. Emergency order.** DURING A COLLABORATIVE LAW

1 PROCESS, A TRIBUNAL MAY ISSUE EMERGENCY ORDERS TO PROTECT THE  
2 HEALTH, SAFETY, WELFARE, OR INTEREST OF A PARTY OR A MINOR CHILD  
3 OF EITHER OF THE PARTIES.

4 **13-24-108. Approval of agreement by tribunal.** A TRIBUNAL  
5 MAY APPROVE AN AGREEMENT RESULTING FROM A COLLABORATIVE LAW  
6 PROCESS.

7 **13-24-109. Disqualification of collaborative lawyer and**  
8 **lawyers in associated law firm.** (1) EXCEPT AS OTHERWISE PROVIDED  
9 IN SUBSECTION (3) OF THIS SECTION, A COLLABORATIVE LAWYER IS  
10 DISQUALIFIED FROM APPEARING BEFORE A TRIBUNAL TO REPRESENT A  
11 PARTY IN A PROCEEDING RELATED TO THE COLLABORATIVE MATTER.

12 (2) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (3) OF THIS  
13 SECTION AND SECTIONS 13-24-110 AND 13-24-111, A LAWYER IN A LAW  
14 FIRM WITH WHICH THE COLLABORATIVE LAWYER IS ASSOCIATED IS  
15 DISQUALIFIED FROM APPEARING BEFORE A TRIBUNAL TO REPRESENT A  
16 PARTY IN A PROCEEDING RELATED TO THE COLLABORATIVE MATTER IF THE  
17 COLLABORATIVE LAWYER IS DISQUALIFIED FROM DOING SO UNDER  
18 SUBSECTION (1) OF THIS SECTION.

19 (3) A COLLABORATIVE LAWYER OR A LAWYER IN A LAW FIRM WITH  
20 WHICH THE COLLABORATIVE LAWYER IS ASSOCIATED MAY REPRESENT A  
21 PARTY:

22 (a) TO ASK A TRIBUNAL TO APPROVE AN AGREEMENT RESULTING  
23 FROM THE COLLABORATIVE LAW PROCESS; OR

24 (b) TO SEEK OR DEFEND AN EMERGENCY ORDER TO PROTECT THE  
25 HEALTH, SAFETY, WELFARE, OR INTEREST OF A PARTY, OR A MINOR CHILD  
26 OF EITHER OF THE PARTIES AS DEFINED IN SECTION 13-14-101 (2.2) IF A  
27 SUCCESSOR LAWYER IS NOT IMMEDIATELY AVAILABLE TO REPRESENT THAT

1 PERSON.

2 (4) IF SUBSECTION (3)(b) OF THIS SECTION APPLIES, A  
3 COLLABORATIVE LAWYER, OR LAWYER IN A LAW FIRM WITH WHICH THE  
4 COLLABORATIVE LAWYER IS ASSOCIATED, MAY REPRESENT A PARTY OR  
5 MINOR CHILD OF EITHER OF THE PARTIES AS DEFINED IN SECTION 13-14-101  
6 (2.2) FOR A LIMITED TIME ONLY UNTIL THE PERSON OR MINOR CHILD IS  
7 REPRESENTED BY A SUCCESSOR LAWYER OR REASONABLE MEASURES ARE  
8 TAKEN TO PROTECT THE HEALTH, SAFETY, WELFARE, OR INTEREST OF THE  
9 PERSON.

10 **13-24-110. Low-income parties.** (1) THE DISQUALIFICATION OF  
11 SECTION 13-24-109 (1) APPLIES TO A COLLABORATIVE LAWYER  
12 REPRESENTING A PARTY WITH OR WITHOUT FEE.

13 (2) AFTER A COLLABORATIVE LAW PROCESS CONCLUDES, ANOTHER  
14 LAWYER IN A LAW FIRM WITH WHICH A COLLABORATIVE LAWYER  
15 DISQUALIFIED UNDER SECTION 13-24-109 (1) IS ASSOCIATED MAY  
16 REPRESENT A PARTY WITHOUT FEE IN THE COLLABORATIVE MATTER OR A  
17 MATTER RELATED TO THE COLLABORATIVE MATTER IF:

18 (a) THE PARTY HAS AN ANNUAL INCOME THAT QUALIFIES THE  
19 PARTY FOR FREE LEGAL REPRESENTATION UNDER THE CRITERIA  
20 ESTABLISHED BY THE LAW FIRM FOR FREE LEGAL REPRESENTATION;

21 (b) THE COLLABORATIVE LAW PARTICIPATION AGREEMENT SO  
22 PROVIDES; AND

23 (c) THE COLLABORATIVE LAWYER IS ISOLATED FROM ANY  
24 PARTICIPATION IN THE COLLABORATIVE MATTER OR A MATTER RELATED  
25 TO THE COLLABORATIVE MATTER THROUGH PROCEDURES WITHIN THE LAW  
26 FIRM WHICH ARE REASONABLY CALCULATED TO ISOLATE THE  
27 COLLABORATIVE LAWYER FROM SUCH PARTICIPATION.

1           **13-24-111. Governmental entity as party.** (1) THE  
2 DISQUALIFICATION OF SECTION 13-24-109 (1) APPLIES TO A  
3 COLLABORATIVE LAWYER REPRESENTING A PARTY THAT IS A GOVERNMENT  
4 OR GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY.

5           (2) AFTER A COLLABORATIVE LAW PROCESS CONCLUDES, ANOTHER  
6 LAWYER IN A LAW FIRM WITH WHICH THE COLLABORATIVE LAWYER IS  
7 ASSOCIATED MAY REPRESENT A GOVERNMENT OR GOVERNMENTAL  
8 SUBDIVISION, AGENCY, OR INSTRUMENTALITY IN THE COLLABORATIVE  
9 MATTER OR A MATTER RELATED TO THE COLLABORATIVE MATTER IF:

10           (a) THE COLLABORATIVE LAW PARTICIPATION AGREEMENT SO  
11 PROVIDES; AND

12           (b) THE COLLABORATIVE LAWYER IS ISOLATED FROM ANY  
13 PARTICIPATION IN THE COLLABORATIVE MATTER OR A MATTER RELATED  
14 TO THE COLLABORATIVE MATTER THROUGH PROCEDURES WITHIN THE LAW  
15 FIRM WHICH ARE REASONABLY CALCULATED TO ISOLATE THE  
16 COLLABORATIVE LAWYER FROM SUCH PARTICIPATION.

17           **13-24-112. Disclosure of information.** EXCEPT AS PROVIDED BY  
18 LAW OTHER THAN THIS ARTICLE 24, DURING THE COLLABORATIVE LAW  
19 PROCESS, ON THE REQUEST OF ONE PARTY MADE TO THE OTHER PARTY, A  
20 PARTY SHALL MAKE TIMELY, FULL, CANDID, AND INFORMAL DISCLOSURE  
21 OF INFORMATION RELATED TO THE COLLABORATIVE MATTER WITHOUT  
22 FORMAL DISCOVERY. A PARTY ALSO SHALL UPDATE PROMPTLY  
23 PREVIOUSLY DISCLOSED INFORMATION THAT HAS MATERIALLY CHANGED.  
24 THE PARTIES MAY DEFINE THE SCOPE OF DISCLOSURE DURING THE  
25 COLLABORATIVE LAW PROCESS; HOWEVER, AT A MINIMUM, THE  
26 DISCLOSURE SHALL INCLUDE THE DOCUMENTS REQUIRED TO BE DISCLOSED  
27 PURSUANT TO RULE 16.2 (e)(2) OF THE COLORADO RULES OF CIVIL

1 PROCEDURE.

2 **13-24-113. Standards of professional responsibility and**  
3 **mandatory reporting not affected.** (1) THIS ARTICLE 24 DOES NOT  
4 AFFECT:

5 (a) THE PROFESSIONAL RESPONSIBILITY OBLIGATIONS AND  
6 STANDARDS APPLICABLE TO A LAWYER OR OTHER LICENSED  
7 PROFESSIONAL; OR

8 (b) THE OBLIGATION OF A PERSON TO REPORT ABUSE OR NEGLECT,  
9 ABANDONMENT, OR EXPLOITATION OF A CHILD OR ADULT UNDER THE LAW  
10 OF THIS STATE.

11 **13-24-114. Appropriateness of collaborative law process.**

12 (1) BEFORE A PROSPECTIVE PARTY SIGNS A COLLABORATIVE LAW  
13 PARTICIPATION AGREEMENT, A PROSPECTIVE COLLABORATIVE LAWYER  
14 SHALL:

15 (a) ASSESS WITH THE PROSPECTIVE PARTY FACTORS THE LAWYER  
16 REASONABLY BELIEVES RELATE TO WHETHER A COLLABORATIVE LAW  
17 PROCESS IS APPROPRIATE FOR THE PROSPECTIVE PARTY'S MATTER;

18 (b) PROVIDE THE PROSPECTIVE PARTY WITH INFORMATION THAT  
19 THE LAWYER REASONABLY BELIEVES IS SUFFICIENT FOR THE PARTY TO  
20 MAKE AN INFORMED DECISION ABOUT THE MATERIAL BENEFITS AND RISKS  
21 OF A COLLABORATIVE LAW PROCESS AS COMPARED TO THE MATERIAL  
22 BENEFITS AND RISKS OF OTHER REASONABLY AVAILABLE ALTERNATIVES  
23 FOR RESOLVING THE PROPOSED COLLABORATIVE MATTER, SUCH AS  
24 LITIGATION, MEDIATION, ARBITRATION, OR EXPERT EVALUATION, AND  
25 OTHER ALTERNATIVE DISPUTE RESOLUTION OPTIONS; AND

26 (c) ADVISE THE PROSPECTIVE PARTY IN WRITING:

27 (I) THAT AFTER SIGNING AN AGREEMENT IF A PARTY INITIATES A

1 PROCEEDING OR SEEKS TRIBUNAL INTERVENTION IN A PENDING  
2 PROCEEDING RELATED TO THE COLLABORATIVE MATTER, THE  
3 COLLABORATIVE LAW PROCESS TERMINATES;

4 (II) THAT PARTICIPATION IN A COLLABORATIVE LAW PROCESS IS  
5 VOLUNTARY AND ANY PARTY HAS THE RIGHT TO TERMINATE  
6 UNILATERALLY A COLLABORATIVE LAW PROCESS WITH OR WITHOUT  
7 CAUSE;

8 (III) THAT THE COLLABORATIVE LAWYER AND ANY LAWYER IN A  
9 LAW FIRM WITH WHICH THE COLLABORATIVE LAWYER IS ASSOCIATED MAY  
10 NOT APPEAR BEFORE A TRIBUNAL TO REPRESENT A PARTY IN A  
11 PROCEEDING RELATED TO THE COLLABORATIVE MATTER, EXCEPT AS  
12 AUTHORIZED BY SECTION 13-24-109; AND

13 (IV) OF THE PRIVILEGED NATURE OF COLLABORATIVE  
14 COMMUNICATIONS AS REFLECTED IN THIS ARTICLE 24.

15 **13-24-115. Coercive or violent relationship.** (1) BEFORE A  
16 PROSPECTIVE PARTY SIGNS A COLLABORATIVE LAW PARTICIPATION  
17 AGREEMENT, A PROSPECTIVE COLLABORATIVE LAWYER SHALL MAKE  
18 REASONABLE INQUIRY INTO WHETHER THE PROSPECTIVE PARTY HAS A  
19 HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER  
20 PROSPECTIVE PARTY.

21 (2) THROUGHOUT A COLLABORATIVE LAW PROCESS, A  
22 COLLABORATIVE LAWYER REASONABLY AND CONTINUOUSLY SHALL  
23 ASSESS WHETHER THE PARTY THE COLLABORATIVE LAWYER REPRESENTS  
24 HAS A HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER  
25 PARTY.

26 (3) IF A COLLABORATIVE LAWYER REASONABLY BELIEVES THAT  
27 THE PARTY THE LAWYER REPRESENTS OR THE PROSPECTIVE PARTY WHO

1 CONSULTS THE LAWYER HAS A HISTORY OF A COERCIVE OR VIOLENT  
2 RELATIONSHIP WITH ANOTHER PARTY OR PROSPECTIVE PARTY, THE  
3 LAWYER MAY NOT BEGIN OR CONTINUE A COLLABORATIVE LAW PROCESS  
4 UNLESS:

5 (a) THE PARTY OR THE PROSPECTIVE PARTY REQUESTS BEGINNING  
6 OR CONTINUING A PROCESS; AND

7 (b) THE COLLABORATIVE LAWYER REASONABLY BELIEVES THAT  
8 THE SAFETY OF THE PARTY OR PROSPECTIVE PARTY CAN BE PROTECTED  
9 ADEQUATELY DURING A PROCESS.

10 **13-24-116. Confidentiality of collaborative law**  
11 **communication.** A COLLABORATIVE LAW COMMUNICATION IS  
12 CONFIDENTIAL TO THE EXTENT AGREED BY THE PARTIES IN A SIGNED  
13 RECORD OR AS PROVIDED BY LAW OF THIS STATE AND THE PROVISIONS OF  
14 THIS ARTICLE 24. NOTHING HEREIN MODIFIES THE CONFIDENTIALITY  
15 PROVISIONS CONTAINED IN PART 3 OF ARTICLE 22 OF THIS TITLE 13.

16 **13-24-117. Privilege against disclosure for collaborative law**  
17 **communication - admissibility - discovery.** (1) SUBJECT TO SECTIONS  
18 13-24-118 AND 13-24-119, A COLLABORATIVE LAW COMMUNICATION IS  
19 PRIVILEGED UNDER SUBSECTION (2) OF THIS SECTION, IS NOT SUBJECT TO  
20 DISCOVERY, AND IS NOT ADMISSIBLE IN EVIDENCE IN ANY PROCEEDING  
21 EXCEPT AS AGREED BY THE PARTIES IN A SIGNED PARTICIPATION  
22 AGREEMENT OR LATER AGREEMENT SIGNED BY BOTH PARTIES AND EXCEPT  
23 AS NOTED IN THIS ARTICLE 24.

24 (2) IN A PROCEEDING, THE FOLLOWING PRIVILEGES APPLY:

25 (a) A PARTY MAY REFUSE TO DISCLOSE, AND MAY PREVENT ANY  
26 OTHER PERSON FROM DISCLOSING, A COLLABORATIVE LAW  
27 COMMUNICATION; AND

1 (b) A NONPARTY PARTICIPANT OR A COLLABORATIVE LAW  
2 ATTORNEY MAY REFUSE TO DISCLOSE, AND MAY PREVENT ANY OTHER  
3 PERSON FROM DISCLOSING, A COLLABORATIVE LAW COMMUNICATION  
4 EXCEPT AS AGREED BY BOTH PARTIES IN WRITING.

5 (3) EVIDENCE OR INFORMATION, INCLUDING BUT NOT LIMITED TO  
6 DISCLOSURES MADE PURSUANT TO RULE 16.2 OF THE COLORADO RULES OF  
7 CIVIL PROCEDURE, AS AMENDED, THAT IS OTHERWISE ADMISSIBLE TO A  
8 TRIBUNAL OR SUBJECT TO DISCOVERY DOES NOT BECOME INADMISSIBLE OR  
9 PROTECTED FROM DISCOVERY SOLELY BECAUSE OF ITS DISCLOSURE OR USE  
10 IN A COLLABORATIVE LAW PROCESS.

11 **13-24-118. Waiver and preclusion of privilege.** (1) A PRIVILEGE  
12 UNDER SECTION 13-24-117 MAY BE WAIVED IN A RECORD OR ORALLY  
13 DURING A PROCEEDING IF IT IS EXPRESSLY WAIVED BY ALL PARTIES AND,  
14 IN THE CASE OF THE PRIVILEGE OF A NONPARTY PARTICIPANT, IT IS ALSO  
15 EXPRESSLY WAIVED BY THE NONPARTY PARTICIPANT.

16 (2) A PERSON THAT MAKES A DISCLOSURE OR REPRESENTATION  
17 ABOUT A COLLABORATIVE LAW COMMUNICATION WHICH PREJUDICES  
18 ANOTHER PERSON IN A PROCEEDING MAY NOT ASSERT A PRIVILEGE UNDER  
19 SECTION 13-24-117, BUT THIS PRECLUSION APPLIES ONLY TO THE EXTENT  
20 NECESSARY FOR THE PERSON PREJUDICED TO RESPOND TO THE DISCLOSURE  
21 OR REPRESENTATION.

22 **13-24-119. Limits of privilege.** (1) THERE IS NO PRIVILEGE  
23 UNDER SECTION 13-24-117 FOR A COLLABORATIVE LAW COMMUNICATION  
24 THAT IS:

- 25 (a) AVAILABLE TO THE PUBLIC UNDER ARTICLE 72 OF TITLE 24;
- 26 (b) A THREAT OR STATEMENT OF A PLAN TO INFLICT BODILY  
27 INJURY OR COMMIT A CRIME OF VIOLENCE;

1 (c) INTENTIONALLY USED TO PLAN A CRIME, COMMIT OR ATTEMPT  
2 TO COMMIT A CRIME, OR CONCEAL AN ONGOING CRIME OR ONGOING  
3 CRIMINAL ACTIVITY; OR

4 (d) IN AN AGREEMENT RESULTING FROM THE COLLABORATIVE LAW  
5 PROCESS, EVIDENCED BY A RECORD SIGNED BY ALL PARTIES TO THE  
6 AGREEMENT.

7 (2) THE PRIVILEGES UNDER SECTION 13-24-117 FOR A  
8 COLLABORATIVE LAW COMMUNICATION DO NOT APPLY TO THE EXTENT  
9 THAT A COMMUNICATION IS:

10 (a) SOUGHT OR OFFERED TO PROVE OR DISPROVE A CLAIM OR  
11 COMPLAINT OF PROFESSIONAL MISCONDUCT OR MALPRACTICE ARISING  
12 FROM OR RELATED TO A COLLABORATIVE LAW PROCESS OR MATTER; OR

13 (b) SOUGHT OR OFFERED TO PROVE OR DISPROVE ABUSE, NEGLIGENCE,  
14 ABANDONMENT, OR EXPLOITATION OF A CHILD OR ADULT.

15 (3) THERE IS NO PRIVILEGE UNDER SECTION 13-24-117 IF A  
16 TRIBUNAL FINDS, AFTER A HEARING IN-CAMERA, THAT THE PARTY SEEKING  
17 DISCOVERY OR THE PROPONENT OF THE EVIDENCE HAS SHOWN THE  
18 EVIDENCE IS NOT OTHERWISE AVAILABLE, THE NEED FOR THE EVIDENCE  
19 SUBSTANTIALLY OUTWEIGHS THE INTEREST IN PROTECTING  
20 CONFIDENTIALITY, AND THE COLLABORATIVE LAW COMMUNICATION IS  
21 SOUGHT OR OFFERED IN:

22 (a) A COURT PROCEEDING INVOLVING A FELONY OR MISDEMEANOR;  
23 OR

24 (b) A PROCEEDING SEEKING RESCISSION OR REFORMATION OF A  
25 CONTRACT ARISING OUT OF THE COLLABORATIVE LAW PROCESS OR IN  
26 WHICH A DEFENSE TO AVOID LIABILITY ON THE CONTRACT IS ASSERTED.

27 (4) IF A COLLABORATIVE LAW COMMUNICATION IS SUBJECT TO AN

1 EXCEPTION UNDER SUBSECTION (2) OR (3) OF THIS SECTION, ONLY THE  
2 PART OF THE COMMUNICATION NECESSARY FOR THE APPLICATION OF THE  
3 EXCEPTION MAY BE DISCLOSED OR ADMITTED.

4 (5) DISCLOSURE OR ADMISSION OF EVIDENCE EXCEPTED FROM THE  
5 PRIVILEGE UNDER SUBSECTION (2) OR (3) OF THIS SECTION DOES NOT MAKE  
6 THE EVIDENCE OR ANY OTHER COLLABORATIVE LAW COMMUNICATION  
7 DISCOVERABLE OR ADMISSIBLE FOR ANY OTHER PURPOSE.

8 (6) THE PRIVILEGES UNDER SECTION 13-24-117 DO NOT APPLY IF  
9 THE PARTIES AGREE IN ADVANCE IN A SIGNED RECORD, OR IF A RECORD OF  
10 A PROCEEDING REFLECTS AGREEMENT BY THE PARTIES, THAT ALL OR PART  
11 OF A COLLABORATIVE LAW PROCESS IS NOT PRIVILEGED. THIS SUBSECTION  
12 (6) DOES NOT APPLY TO A COLLABORATIVE LAW COMMUNICATION MADE  
13 BY A PERSON THAT DID NOT RECEIVE ACTUAL NOTICE OF THE AGREEMENT  
14 BEFORE THE COMMUNICATION WAS MADE.

15 **13-24-120. Authority of tribunal in case of noncompliance.**

16 (1) IF AN AGREEMENT FAILS TO MEET THE REQUIREMENTS OF SECTION  
17 13-24-104 OR A LAWYER FAILS TO COMPLY WITH SECTION 13-24-114 OR  
18 13-24-115, A TRIBUNAL MAY NONETHELESS FIND THAT THE PARTIES  
19 INTENDED TO ENTER INTO A COLLABORATIVE LAW PARTICIPATION  
20 AGREEMENT IF THEY:

21 (a) SIGNED A RECORD INDICATING AN INTENTION TO ENTER INTO  
22 A COLLABORATIVE LAW PARTICIPATION AGREEMENT; AND

23 (b) REASONABLY BELIEVED THEY WERE PARTICIPATING IN A  
24 COLLABORATIVE LAW PROCESS.

25 (2) IF A TRIBUNAL MAKES THE FINDINGS SPECIFIED IN SUBSECTION  
26 (1) OF THIS SECTION, AND THE INTERESTS OF JUSTICE REQUIRE, THE  
27 TRIBUNAL MAY:

1 (a) ENFORCE AN AGREEMENT EVIDENCED BY A RECORD RESULTING  
2 FROM THE PROCESS IN WHICH THE PARTIES PARTICIPATED;

3 (b) APPLY THE DISQUALIFICATION PROVISIONS OF SECTIONS  
4 13-24-105, 13-24-106, 13-24-109, 13-24-110, AND 13-24-111; AND

5 (c) APPLY A PRIVILEGE UNDER SECTION 13-24-117.

6 **13-24-121. Uniformity of application and construction.** IN  
7 APPLYING AND CONSTRUING THIS UNIFORM ACT, CONSIDERATION MUST BE  
8 GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT  
9 TO ITS SUBJECT MATTER AMONG STATES THAT ENACT IT.

10 **13-24-122. Relation to electronic signatures in global and**  
11 **national commerce act.** THIS ARTICLE 24 MODIFIES, LIMITS, AND  
12 SUPERSEDES THE FEDERAL "ELECTRONIC SIGNATURES IN GLOBAL AND  
13 NATIONAL COMMERCE ACT", 15 U.S.C. SEC. 7001, ET SEQ., BUT DOES NOT  
14 MODIFY, LIMIT, OR SUPERSEDE SECTION 101(c) OF THAT ACT, 15 U.S.C.  
15 SEC. 7001(c), OR AUTHORIZE ELECTRONIC DELIVERY OF ANY OF THE  
16 NOTICES DESCRIBED IN SECTION 103(b) OF THAT ACT, 15 U.S.C. SEC.  
17 7003(b).

18 **SECTION 2. Act subject to petition - effective date.** This act  
19 takes effect January 1, 2021; except that, if a referendum petition is filed  
20 pursuant to section 1 (3) of article V of the state constitution against this  
21 act or an item, section, or part of this act within the ninety-day period  
22 after final adjournment of the general assembly, then the act, item,  
23 section, or part will not take effect unless approved by the people at the  
24 general election to be held in November 2020 and, in such case, will take  
25 effect January 1, 2021, or on the date of the official declaration of the  
26 vote thereon by the governor, whichever is later.