

**First Regular Session
Seventy-third General Assembly
STATE OF COLORADO**

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 21-0198.01 Conrad Imel x2313

SENATE BILL 21-143

SENATE SPONSORSHIP

Gardner,

HOUSE SPONSORSHIP

Tipper and Snyder,

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

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

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/>.)

Colorado Commission on Uniform State Laws. The bill enacts the "Uniform Collaborative Law 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

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.

process are confidential and may not be used in later proceedings except in specified situations.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** article 24 to title
3 13 as follows:

4 **ARTICLE 24**

5 **Uniform Collaborative Law Act**

6 **13-24-101. Short title.** THIS ARTICLE 24 MAY BE CITED AS THE
7 "UNIFORM COLLABORATIVE LAW ACT".

8 **13-24-102. Definitions.** IN THIS ARTICLE 24:

9 (1) "COLLABORATIVE LAW COMMUNICATION" MEANS A
10 STATEMENT, WHETHER ORAL OR IN A RECORD, OR VERBAL OR NONVERBAL,
11 THAT:

12 (a) IS MADE TO CONDUCT, PARTICIPATE IN, CONTINUE, OR
13 RECONVENE A COLLABORATIVE LAW PROCESS; AND

14 (b) OCCURS AFTER THE PARTIES SIGN A COLLABORATIVE LAW
15 PARTICIPATION AGREEMENT AND BEFORE THE COLLABORATIVE LAW
16 PROCESS IS TERMINATED OR CONCLUDED.

17 (2) "COLLABORATIVE LAW PARTICIPATION AGREEMENT" MEANS AN
18 AGREEMENT BY PERSONS TO PARTICIPATE IN A COLLABORATIVE LAW
19 PROCESS.

20 (3) "COLLABORATIVE LAW PROCESS" MEANS A PROCEDURE
21 INTENDED TO RESOLVE A COLLABORATIVE MATTER, WITHOUT
22 INTERVENTION BY A TRIBUNAL, IN WHICH PERSONS:

23 (a) SIGN A COLLABORATIVE LAW PARTICIPATION AGREEMENT; AND

24 (b) ARE REPRESENTED BY COLLABORATIVE LAWYERS.

25 (4) "COLLABORATIVE LAWYER" MEANS A LAWYER WHO

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 AND ARISES UNDER THE
6 FAMILY OR DOMESTIC RELATIONS LAW OF THIS STATE, INCLUDING:

7 (a) MARRIAGE, DIVORCE, DISSOLUTION, ANNULMENT, AND
8 PROPERTY DISTRIBUTION;

9 (b) CHILD CUSTODY, VISITATION, AND PARENTING TIME;

10 (c) ALIMONY, MAINTENANCE, AND CHILD SUPPORT;

11 (d) ADOPTION;

12 (e) PARENTAGE; AND

13 (f) PREMARITAL, MARITAL, AND POST-MARITAL AGREEMENTS.

14 (6) "LAW FIRM" MEANS:

15 (a) LAWYERS WHO PRACTICE LAW TOGETHER IN A PARTNERSHIP,
16 PROFESSIONAL CORPORATION, SOLE PROPRIETORSHIP, LIMITED LIABILITY
17 COMPANY, OR ASSOCIATION; AND

18 (b) LAWYERS EMPLOYED IN A LEGAL SERVICES ORGANIZATION, OR
19 THE LEGAL DEPARTMENT OF A CORPORATION OR OTHER ORGANIZATION, OR
20 THE LEGAL DEPARTMENT OF A GOVERNMENT OR GOVERNMENTAL
21 SUBDIVISION, AGENCY, OR INSTRUMENTALITY.

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

25 (8) "PARTY" MEANS A PERSON THAT SIGNS A COLLABORATIVE LAW
26 PARTICIPATION AGREEMENT AND WHOSE CONSENT IS NECESSARY TO
27 RESOLVE A COLLABORATIVE MATTER.

1 (9) "PERSON" MEANS AN INDIVIDUAL, CORPORATION, BUSINESS
2 TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY,
3 ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR
4 GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY, OR ANY
5 OTHER LEGAL OR COMMERCIAL ENTITY.

6 (10) "PROCEEDING" MEANS:

7 (a) A JUDICIAL, ADMINISTRATIVE, ARBITRAL, OR OTHER
8 ADJUDICATIVE PROCESS BEFORE A TRIBUNAL, INCLUDING RELATED
9 PREHEARING AND POST-HEARING MOTIONS, CONFERENCES, AND
10 DISCOVERY; OR

11 (b) A LEGISLATIVE HEARING OR SIMILAR PROCESS.

12 (11) "PROSPECTIVE PARTY" MEANS A PERSON THAT DISCUSSES
13 WITH A PROSPECTIVE COLLABORATIVE LAWYER THE POSSIBILITY OF
14 SIGNING A COLLABORATIVE LAW PARTICIPATION AGREEMENT.

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

18 (13) "RELATED TO A COLLABORATIVE MATTER" MEANS INVOLVING
19 THE SAME PARTIES, TRANSACTION OR OCCURRENCE, NUCLEUS OF
20 OPERATIVE FACT, DISPUTE, CLAIM, OR ISSUE AS THE COLLABORATIVE
21 MATTER.

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

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

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

27 (15) "TRIBUNAL" MEANS:

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

5 (b) A LEGISLATIVE BODY CONDUCTING A HEARING OR SIMILAR
6 PROCESS.

7 **13-24-103. Applicability.** THIS ARTICLE 24 APPLIES TO A
8 COLLABORATIVE LAW PARTICIPATION AGREEMENT THAT MEETS THE
9 REQUIREMENTS OF SECTION 13-24-104 SIGNED ON OR AFTER THE
10 EFFECTIVE DATE OF THIS ARTICLE 24.

11 **13-24-104. Collaborative law participation agreement -**
12 **requirements.** (1) A COLLABORATIVE LAW PARTICIPATION AGREEMENT
13 MUST:

14 (a) BE IN A RECORD;

15 (b) BE SIGNED BY THE PARTIES;

16 (c) STATE THE PARTIES' INTENTION TO RESOLVE A COLLABORATIVE
17 MATTER THROUGH A COLLABORATIVE LAW PROCESS UNDER THIS ARTICLE
18 24 AS ENACTED IN COLORADO AND INFORMED CONSENT CONCERNING THE
19 CONSEQUENCES OF THE DISQUALIFICATION PROCESS;

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

21 (e) IDENTIFY THE COLLABORATIVE LAWYER WHO REPRESENTS
22 EACH PARTY IN THE PROCESS; AND

23 (f) CONTAIN A STATEMENT BY EACH COLLABORATIVE LAWYER
24 CONFIRMING THE LAWYER'S REPRESENTATION OF A PARTY IN THE
25 COLLABORATIVE LAW PROCESS.

26 (2) PARTIES MAY AGREE TO INCLUDE IN A COLLABORATIVE LAW
27 PARTICIPATION AGREEMENT ADDITIONAL PROVISIONS NOT INCONSISTENT

1 WITH THIS ARTICLE 24.

2 **13-24-105. Beginning and concluding collaborative law**
3 **process.** (1) A COLLABORATIVE LAW PROCESS BEGINS WHEN THE PARTIES
4 SIGN A COLLABORATIVE LAW PARTICIPATION AGREEMENT.

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

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

8 (a) RESOLUTION OF A COLLABORATIVE MATTER AS EVIDENCED BY
9 A SIGNED RECORD;

10 (b) RESOLUTION OF A PART OF THE COLLABORATIVE MATTER,
11 EVIDENCED BY A SIGNED RECORD, IN WHICH THE PARTIES AGREE THAT THE
12 REMAINING PARTS OF THE MATTER WILL NOT BE RESOLVED IN THE
13 PROCESS; OR

14 (c) TERMINATION OF THE PROCESS.

15 (4) A COLLABORATIVE LAW PROCESS TERMINATES:

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

18 (b) WHEN A PARTY:

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

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

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

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

26 (C) TAKES SIMILAR ACTION REQUIRING NOTICE TO BE SENT TO THE
27 PARTIES; OR

1 (c) EXCEPT AS OTHERWISE PROVIDED BY SUBSECTION (7) OF THIS
2 SECTION, WHEN A PARTY DISCHARGES A COLLABORATIVE LAWYER OR A
3 COLLABORATIVE LAWYER WITHDRAWS FROM FURTHER REPRESENTATION
4 OF A PARTY.

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

8 (6) A PARTY MAY TERMINATE A COLLABORATIVE LAW PROCESS
9 WITH OR WITHOUT CAUSE.

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

15 (a) THE UNREPRESENTED PARTY ENGAGES A SUCCESSOR
16 COLLABORATIVE LAWYER; AND

17 (b) IN A SIGNED RECORD:

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

20 (II) THE AGREEMENT IS AMENDED TO IDENTIFY THE SUCCESSOR
21 COLLABORATIVE LAWYER; AND

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

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

1 (9) A COLLABORATIVE LAW PARTICIPATION AGREEMENT MAY
2 PROVIDE ADDITIONAL METHODS OF CONCLUDING A COLLABORATIVE LAW
3 PROCESS.

4 **13-24-106. Proceedings pending before tribunal - status**
5 **report.** (1) PERSONS IN A PROCEEDING PENDING BEFORE A TRIBUNAL MAY
6 SIGN A COLLABORATIVE LAW PARTICIPATION AGREEMENT TO SEEK TO
7 RESOLVE A COLLABORATIVE MATTER RELATED TO THE PROCEEDING. THE
8 PARTIES SHALL FILE PROMPTLY WITH THE TRIBUNAL A NOTICE OF THE
9 COLLABORATIVE LAW PARTICIPATION AGREEMENT AFTER IT IS SIGNED.
10 SUBJECT TO SUBSECTION (3) OF THIS SECTION AND SECTIONS 13-24-107
11 AND 13-24-108 AND THE PARTIES AND THE COLLABORATIVE LAWYERS
12 INFORM THE COURT THAT THE PARTIES ARE ENGAGING IN GOOD FAITH IN
13 THE COLLABORATIVE LAW PROCESS, ANY PENDING PROCEEDING IN THE
14 ACTION FILED BY THE PARTIES SHALL BE CONTINUED TO A DATE CERTAIN.

15 (2) THE PARTIES SHALL FILE PROMPTLY WITH THE TRIBUNAL
16 NOTICE IN A RECORD WHEN A COLLABORATIVE LAW PROCESS CONCLUDES.
17 THE STAY OF THE PROCEEDING UNDER SUBSECTION (1) OF THIS SECTION IS
18 LIFTED WHEN THE NOTICE IS FILED. THE NOTICE MAY NOT SPECIFY ANY
19 REASON FOR TERMINATION OF THE PROCESS.

20 (3) A TRIBUNAL IN WHICH A PROCEEDING IS STAYED UNDER
21 SUBSECTION (1) OF THIS SECTION MAY REQUIRE THE PARTIES AND
22 COLLABORATIVE LAWYERS TO PROVIDE A STATUS REPORT ON THE
23 COLLABORATIVE LAW PROCESS AND THE PROCEEDING. A STATUS REPORT
24 MAY INCLUDE ONLY INFORMATION ON WHETHER THE PROCESS IS ONGOING
25 OR CONCLUDED. IT MAY NOT INCLUDE A REPORT, ASSESSMENT,
26 EVALUATION, RECOMMENDATION, FINDING, OR OTHER COMMUNICATION
27 REGARDING A COLLABORATIVE LAW PROCESS OR COLLABORATIVE LAW

1 MATTER.

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

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

8 **13-24-107. Emergency order.** DURING A COLLABORATIVE LAW
9 PROCESS, A TRIBUNAL MAY ISSUE EMERGENCY ORDERS TO PROTECT THE
10 HEALTH, SAFETY, WELFARE, OR INTEREST OF A PARTY OR A MINOR CHILD
11 OF EITHER OF THE PARTIES.

12 **13-24-108. Approval of agreement by tribunal.** A TRIBUNAL
13 MAY APPROVE AN AGREEMENT RESULTING FROM A COLLABORATIVE LAW
14 PROCESS.

15 **13-24-109. Disqualification of collaborative lawyer and**
16 **lawyers in associated law firm.** (1) EXCEPT AS OTHERWISE PROVIDED
17 IN SUBSECTION (3) OF THIS SECTION, A COLLABORATIVE LAWYER IS
18 DISQUALIFIED FROM APPEARING BEFORE A TRIBUNAL TO REPRESENT A
19 PARTY IN A PROCEEDING RELATED TO THE COLLABORATIVE MATTER.

20 (2) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (3) OF THIS
21 SECTION AND SECTION 13-24-111, A LAWYER IN A LAW FIRM WITH WHICH
22 THE COLLABORATIVE LAWYER IS ASSOCIATED IS DISQUALIFIED FROM
23 APPEARING BEFORE A TRIBUNAL TO REPRESENT A PARTY IN A PROCEEDING
24 RELATED TO THE COLLABORATIVE MATTER IF THE COLLABORATIVE
25 LAWYER IS DISQUALIFIED FROM DOING SO UNDER SUBSECTION (1) OF THIS
26 SECTION.

27 (3) A COLLABORATIVE LAWYER OR A LAWYER IN A LAW FIRM WITH

1 WHICH THE COLLABORATIVE LAWYER IS ASSOCIATED MAY REPRESENT A
2 PARTY:

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

5 (b) TO SEEK OR DEFEND AN EMERGENCY ORDER TO PROTECT THE
6 HEALTH, SAFETY, WELFARE, OR INTEREST OF A PARTY, OR A MINOR CHILD
7 OF EITHER OF THE PARTIES AS DEFINED IN SECTION 13-14-101 (2.2) IF A
8 SUCCESSOR LAWYER IS NOT IMMEDIATELY AVAILABLE TO REPRESENT THAT
9 PERSON.

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

18 **13-24-110. (Reserved)**

19 **13-24-111. Governmental entity as party.** (1) THE
20 DISQUALIFICATION OF SECTION 13-24-109 (1) APPLIES TO A
21 COLLABORATIVE LAWYER REPRESENTING A PARTY THAT IS A GOVERNMENT
22 OR GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY.

23 (2) AFTER A COLLABORATIVE LAW PROCESS CONCLUDES, ANOTHER
24 LAWYER IN A LAW FIRM WITH WHICH THE COLLABORATIVE LAWYER IS
25 ASSOCIATED MAY REPRESENT A GOVERNMENT OR GOVERNMENTAL
26 SUBDIVISION, AGENCY, OR INSTRUMENTALITY IN THE COLLABORATIVE
27 MATTER OR A MATTER RELATED TO THE COLLABORATIVE MATTER IF:

1 (a) THE COLLABORATIVE LAW PARTICIPATION AGREEMENT SO
2 PROVIDES; AND

3 (b) THE COLLABORATIVE LAWYER IS ISOLATED FROM ANY
4 PARTICIPATION IN THE COLLABORATIVE MATTER OR A MATTER RELATED
5 TO THE COLLABORATIVE MATTER THROUGH PROCEDURES WITHIN THE LAW
6 FIRM WHICH ARE REASONABLY CALCULATED TO ISOLATE THE
7 COLLABORATIVE LAWYER FROM SUCH PARTICIPATION.

8 **13-24-112. Disclosure of information.** EXCEPT AS PROVIDED BY
9 LAW OTHER THAN THIS ARTICLE 24, DURING THE COLLABORATIVE LAW
10 PROCESS, ON THE REQUEST OF ONE PARTY MADE TO THE OTHER PARTY, A
11 PARTY SHALL MAKE TIMELY, FULL, CANDID, AND INFORMAL DISCLOSURE
12 OF INFORMATION RELATED TO THE COLLABORATIVE MATTER WITHOUT
13 FORMAL DISCOVERY. A PARTY ALSO SHALL UPDATE PROMPTLY
14 PREVIOUSLY DISCLOSED INFORMATION THAT HAS MATERIALLY CHANGED.
15 THE PARTIES MAY DEFINE THE SCOPE OF DISCLOSURE DURING THE
16 COLLABORATIVE LAW PROCESS; HOWEVER, AT A MINIMUM, THE
17 DISCLOSURE SHALL INCLUDE THE DOCUMENTS REQUIRED TO BE DISCLOSED
18 PURSUANT TO RULE 16.2 (e)(2) OF THE COLORADO RULES OF CIVIL
19 PROCEDURE.

20 **13-24-113. Standards of professional responsibility and**
21 **mandatory reporting not affected.** (1) THIS ARTICLE 24 DOES NOT
22 AFFECT:

23 (a) THE PROFESSIONAL RESPONSIBILITY OBLIGATIONS AND
24 STANDARDS APPLICABLE TO A LAWYER OR OTHER LICENSED
25 PROFESSIONAL; OR

26 (b) THE OBLIGATION OF A PERSON TO REPORT ABUSE OR NEGLECT,
27 ABANDONMENT, OR EXPLOITATION OF A CHILD OR ADULT UNDER THE LAW

1 OF THIS STATE.

2 (2) NOTHING IN SECTION 13-24-117 WAIVES THE PROVISIONS OF
3 RULE 1.6 (b) OF THE COLORADO RULES OF PROFESSIONAL CONDUCT.

4 **13-24-114. Appropriateness of collaborative law process -**
5 **informed consent.** (1) BEFORE A PROSPECTIVE PARTY SIGNS A
6 COLLABORATIVE LAW PARTICIPATION AGREEMENT, A PROSPECTIVE
7 COLLABORATIVE LAWYER SHALL:

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

11 (b) PROVIDE THE PROSPECTIVE PARTY WITH INFORMATION THAT
12 THE LAWYER REASONABLY BELIEVES IS SUFFICIENT FOR THE PARTY TO
13 MAKE AN INFORMED DECISION ABOUT THE MATERIAL BENEFITS AND RISKS
14 OF A COLLABORATIVE LAW PROCESS AS COMPARED TO THE MATERIAL
15 BENEFITS AND RISKS OF OTHER REASONABLY AVAILABLE ALTERNATIVES
16 FOR RESOLVING THE PROPOSED COLLABORATIVE MATTER, SUCH AS
17 LITIGATION, MEDIATION, ARBITRATION, OR EXPERT EVALUATION, AND
18 OTHER ALTERNATIVE DISPUTE RESOLUTION OPTIONS; AND

19 (c) ADVISE THE PROSPECTIVE PARTY IN WRITING:

20 (I) THAT AFTER SIGNING AN AGREEMENT IF A PARTY INITIATES A
21 PROCEEDING OR SEEKS TRIBUNAL INTERVENTION IN A PENDING
22 PROCEEDING RELATED TO THE COLLABORATIVE MATTER, THE
23 COLLABORATIVE LAW PROCESS TERMINATES;

24 (II) THAT PARTICIPATION IN A COLLABORATIVE LAW PROCESS IS
25 VOLUNTARY AND ANY PARTY HAS THE RIGHT TO TERMINATE
26 UNILATERALLY A COLLABORATIVE LAW PROCESS WITH OR WITHOUT
27 CAUSE;

1 (III) THAT THE COLLABORATIVE LAWYER AND ANY LAWYER IN A
2 LAW FIRM WITH WHICH THE COLLABORATIVE LAWYER IS ASSOCIATED MAY
3 NOT APPEAR BEFORE A TRIBUNAL TO REPRESENT A PARTY IN A
4 PROCEEDING RELATED TO THE COLLABORATIVE MATTER, EXCEPT AS
5 AUTHORIZED BY SECTION 13-24-109; AND

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

8 **13-24-115. Coercive or violent relationship.** (1) BEFORE A
9 PROSPECTIVE PARTY SIGNS A COLLABORATIVE LAW PARTICIPATION
10 AGREEMENT, A PROSPECTIVE COLLABORATIVE LAWYER SHALL MAKE
11 REASONABLE INQUIRY INTO WHETHER THE PROSPECTIVE PARTY HAS A
12 HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER
13 PROSPECTIVE PARTY.

14 (2) THROUGHOUT A COLLABORATIVE LAW PROCESS, A
15 COLLABORATIVE LAWYER REASONABLY AND CONTINUOUSLY SHALL
16 ASSESS WHETHER THE PARTY THE COLLABORATIVE LAWYER REPRESENTS
17 HAS A HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER
18 PARTY.

19 (3) IF A COLLABORATIVE LAWYER REASONABLY BELIEVES THAT
20 THE PARTY THE LAWYER REPRESENTS OR THE PROSPECTIVE PARTY WHO
21 CONSULTS THE LAWYER HAS A HISTORY OF A COERCIVE OR VIOLENT
22 RELATIONSHIP WITH ANOTHER PARTY OR PROSPECTIVE PARTY, THE
23 LAWYER MAY NOT BEGIN OR CONTINUE A COLLABORATIVE LAW PROCESS
24 UNLESS:

25 (a) THE PARTY OR THE PROSPECTIVE PARTY REQUESTS BEGINNING
26 OR CONTINUING A PROCESS; AND

27 (b) THE COLLABORATIVE LAWYER REASONABLY BELIEVES THAT

1 THE SAFETY OF THE PARTY OR PROSPECTIVE PARTY CAN BE PROTECTED
2 ADEQUATELY DURING A PROCESS.

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

9 **13-24-117. Privilege against disclosure for collaborative law**
10 **communication - admissibility - discovery.** (1) SUBJECT TO SECTIONS
11 13-24-118 AND 13-24-119, A COLLABORATIVE LAW COMMUNICATION IS
12 PRIVILEGED UNDER SUBSECTION (2) OF THIS SECTION, IS NOT SUBJECT TO
13 DISCOVERY, AND IS NOT ADMISSIBLE IN EVIDENCE IN ANY PROCEEDING
14 EXCEPT AS AGREED BY THE PARTIES IN A SIGNED PARTICIPATION
15 AGREEMENT OR LATER AGREEMENT SIGNED BY BOTH PARTIES AND EXCEPT
16 AS NOTED IN THIS ARTICLE 24.

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

18 (a) A PARTY MAY REFUSE TO DISCLOSE, AND MAY PREVENT ANY
19 OTHER PERSON FROM DISCLOSING, A COLLABORATIVE LAW
20 COMMUNICATION; AND

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

25 (3) EVIDENCE OR INFORMATION, INCLUDING BUT NOT LIMITED TO
26 DISCLOSURES MADE PURSUANT TO RULE 16.2 OF THE COLORADO RULES OF
27 CIVIL PROCEDURE, AS AMENDED, THAT IS OTHERWISE ADMISSIBLE TO A

1 TRIBUNAL OR SUBJECT TO DISCOVERY DOES NOT BECOME INADMISSIBLE OR
2 PROTECTED FROM DISCOVERY SOLELY BECAUSE OF ITS DISCLOSURE OR USE
3 IN A COLLABORATIVE LAW PROCESS.

4 **13-24-118. Waiver and preclusion of privilege.** (1) A PRIVILEGE
5 UNDER SECTION 13-24-117 MAY BE WAIVED IN A RECORD OR ORALLY
6 DURING A PROCEEDING IF IT IS EXPRESSLY WAIVED BY ALL PARTIES AND,
7 IN THE CASE OF THE PRIVILEGE OF A NONPARTY PARTICIPANT, IT IS ALSO
8 EXPRESSLY WAIVED BY THE NONPARTY PARTICIPANT.

9 (2) A PERSON THAT MAKES A DISCLOSURE OR REPRESENTATION
10 ABOUT A COLLABORATIVE LAW COMMUNICATION WHICH PREJUDICES
11 ANOTHER PERSON IN A PROCEEDING MAY NOT ASSERT A PRIVILEGE UNDER
12 SECTION 13-24-117, BUT THIS PRECLUSION APPLIES ONLY TO THE EXTENT
13 NECESSARY FOR THE PERSON PREJUDICED TO RESPOND TO THE DISCLOSURE
14 OR REPRESENTATION.

15 **13-24-119. Limits of privilege.** (1) THERE IS NO PRIVILEGE
16 UNDER SECTION 13-24-117 FOR A COLLABORATIVE LAW COMMUNICATION
17 THAT IS:

18 (a) AVAILABLE TO THE PUBLIC UNDER ARTICLE 72 OF TITLE 24;

19 (b) A THREAT OR STATEMENT OF A PLAN TO INFLICT BODILY
20 INJURY OR COMMIT A CRIME OF VIOLENCE;

21 (c) INTENTIONALLY USED TO PLAN A CRIME, COMMIT OR ATTEMPT
22 TO COMMIT A CRIME, OR CONCEAL AN ONGOING CRIME OR ONGOING
23 CRIMINAL ACTIVITY; OR

24 (d) IN AN AGREEMENT RESULTING FROM THE COLLABORATIVE LAW
25 PROCESS, EVIDENCED BY A RECORD SIGNED BY ALL PARTIES TO THE
26 AGREEMENT.

27 (2) THE PRIVILEGES UNDER SECTION 13-24-117 FOR A

1 COLLABORATIVE LAW COMMUNICATION DO NOT APPLY TO THE EXTENT
2 THAT A COMMUNICATION IS:

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

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

8 (3) THERE IS NO PRIVILEGE UNDER SECTION 13-24-117 IF A
9 TRIBUNAL FINDS, AFTER A HEARING IN-CAMERA, THAT THE PARTY SEEKING
10 DISCOVERY OR THE PROPONENT OF THE EVIDENCE HAS SHOWN THE
11 EVIDENCE IS NOT OTHERWISE AVAILABLE, THE NEED FOR THE EVIDENCE
12 SUBSTANTIALLY OUTWEIGHS THE INTEREST IN PROTECTING
13 CONFIDENTIALITY, AND THE COLLABORATIVE LAW COMMUNICATION IS
14 SOUGHT OR OFFERED IN:

15 (a) A COURT PROCEEDING INVOLVING A FELONY OR MISDEMEANOR;
16 OR

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

20 (4) IF A COLLABORATIVE LAW COMMUNICATION IS SUBJECT TO AN
21 EXCEPTION UNDER SUBSECTION (2) OR (3) OF THIS SECTION, ONLY THE
22 PART OF THE COMMUNICATION NECESSARY FOR THE APPLICATION OF THE
23 EXCEPTION MAY BE DISCLOSED OR ADMITTED.

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

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

8 **13-24-120. Authority of tribunal in case of noncompliance.**

9 (1) IF AN AGREEMENT FAILS TO MEET THE REQUIREMENTS OF SECTION
10 13-24-104 OR A LAWYER FAILS TO COMPLY WITH SECTION 13-24-114 OR
11 13-24-115, A TRIBUNAL MAY NONETHELESS FIND THAT THE PARTIES
12 INTENDED TO ENTER INTO A COLLABORATIVE LAW PARTICIPATION
13 AGREEMENT IF THEY:

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

16 (b) REASONABLY BELIEVED THEY WERE PARTICIPATING IN A
17 COLLABORATIVE LAW PROCESS.

18 (2) IF A TRIBUNAL MAKES THE FINDINGS SPECIFIED IN SUBSECTION
19 (1) OF THIS SECTION, AND THE INTERESTS OF JUSTICE REQUIRE, THE
20 TRIBUNAL MAY:

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

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

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

26 **13-24-121. Uniformity of application and construction.** IN
27 APPLYING AND CONSTRUING THIS UNIFORM ACT, CONSIDERATION MUST BE

1 GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT
2 TO ITS SUBJECT MATTER AMONG STATES THAT ENACT IT.

3 **13-24-122. Relation to electronic signatures in global and**
4 **national commerce act.** THIS ARTICLE 24 MODIFIES, LIMITS, AND
5 SUPERSEDES THE FEDERAL "ELECTRONIC SIGNATURES IN GLOBAL AND
6 NATIONAL COMMERCE ACT", 15 U.S.C. SEC. 7001 ET SEQ., BUT DOES NOT
7 MODIFY, LIMIT, OR SUPERSEDE SECTION 101(c) OF THAT ACT, 15 U.S.C.
8 SEC. 7001(c), OR AUTHORIZE ELECTRONIC DELIVERY OF ANY OF THE
9 NOTICES DESCRIBED IN SECTION 103(b) OF THAT ACT, 15 U.S.C. SEC.
10 7003(b).

11 **13-24-123. Authority of supreme court.** NOTHING IN THIS
12 ARTICLE 24 IMPINGES UPON THE AUTHORITY OF THE COLORADO SUPREME
13 COURT TO REGULATE THE CONDUCT OF ATTORNEYS IN THIS STATE.

14 **SECTION 2. Act subject to petition - effective date.** This act
15 takes effect January 1, 2022; except that, if a referendum petition is filed
16 pursuant to section 1 (3) of article V of the state constitution against this
17 act or an item, section, or part of this act within the ninety-day period
18 after final adjournment of the general assembly, then the act, item,
19 section, or part will not take effect unless approved by the people at the
20 general election to be held in November 2022 and, in such case, will take
21 effect on the date of the official declaration of the vote thereon by the
22 governor.