

First Regular Session
Seventy-third General Assembly
STATE OF COLORADO

INTRODUCED

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.

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 SECTION 13-24-111, A LAWYER IN A LAW FIRM WITH WHICH
14 THE COLLABORATIVE LAWYER IS ASSOCIATED IS DISQUALIFIED FROM
15 APPEARING BEFORE A TRIBUNAL TO REPRESENT A PARTY IN A PROCEEDING
16 RELATED TO THE COLLABORATIVE MATTER IF THE COLLABORATIVE
17 LAWYER IS DISQUALIFIED FROM DOING SO UNDER SUBSECTION (1) OF THIS
18 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. (Reserved)**

11 **13-24-111. Governmental entity as party.** (1) THE
12 DISQUALIFICATION OF SECTION 13-24-109 (1) APPLIES TO A
13 COLLABORATIVE LAWYER REPRESENTING A PARTY THAT IS A GOVERNMENT
14 OR GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY.

15 (2) AFTER A COLLABORATIVE LAW PROCESS CONCLUDES, ANOTHER
16 LAWYER IN A LAW FIRM WITH WHICH THE COLLABORATIVE LAWYER IS
17 ASSOCIATED MAY REPRESENT A GOVERNMENT OR GOVERNMENTAL
18 SUBDIVISION, AGENCY, OR INSTRUMENTALITY IN THE COLLABORATIVE
19 MATTER OR A MATTER RELATED TO THE COLLABORATIVE MATTER IF:

20 (a) THE COLLABORATIVE LAW PARTICIPATION AGREEMENT SO
21 PROVIDES; AND

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

27 **13-24-112. Disclosure of information.** EXCEPT AS PROVIDED BY

1 LAW OTHER THAN THIS ARTICLE 24, DURING THE COLLABORATIVE LAW
2 PROCESS, ON THE REQUEST OF ONE PARTY MADE TO THE OTHER PARTY, A
3 PARTY SHALL MAKE TIMELY, FULL, CANDID, AND INFORMAL DISCLOSURE
4 OF INFORMATION RELATED TO THE COLLABORATIVE MATTER WITHOUT
5 FORMAL DISCOVERY. A PARTY ALSO SHALL UPDATE PROMPTLY
6 PREVIOUSLY DISCLOSED INFORMATION THAT HAS MATERIALLY CHANGED.
7 THE PARTIES MAY DEFINE THE SCOPE OF DISCLOSURE DURING THE
8 COLLABORATIVE LAW PROCESS; HOWEVER, AT A MINIMUM, THE
9 DISCLOSURE SHALL INCLUDE THE DOCUMENTS REQUIRED TO BE DISCLOSED
10 PURSUANT TO RULE 16.2 (e)(2) OF THE COLORADO RULES OF CIVIL
11 PROCEDURE.

12 **13-24-113. Standards of professional responsibility and**
13 **mandatory reporting not affected.** (1) THIS ARTICLE 24 DOES NOT
14 AFFECT:

15 (a) THE PROFESSIONAL RESPONSIBILITY OBLIGATIONS AND
16 STANDARDS APPLICABLE TO A LAWYER OR OTHER LICENSED
17 PROFESSIONAL; OR

18 (b) THE OBLIGATION OF A PERSON TO REPORT ABUSE OR NEGLECT,
19 ABANDONMENT, OR EXPLOITATION OF A CHILD OR ADULT UNDER THE LAW
20 OF THIS STATE.

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

23 **13-24-114. Appropriateness of collaborative law process -**
24 **informed consent.** (1) BEFORE A PROSPECTIVE PARTY SIGNS A
25 COLLABORATIVE LAW PARTICIPATION AGREEMENT, A PROSPECTIVE
26 COLLABORATIVE LAWYER SHALL:

27 (a) ASSESS WITH THE PROSPECTIVE PARTY FACTORS THE LAWYER

1 REASONABLY BELIEVES RELATE TO WHETHER A COLLABORATIVE LAW
2 PROCESS IS APPROPRIATE FOR THE PROSPECTIVE PARTY'S MATTER;

3 (b) PROVIDE THE PROSPECTIVE PARTY WITH INFORMATION THAT
4 THE LAWYER REASONABLY BELIEVES IS SUFFICIENT FOR THE PARTY TO
5 MAKE AN INFORMED DECISION ABOUT THE MATERIAL BENEFITS AND RISKS
6 OF A COLLABORATIVE LAW PROCESS AS COMPARED TO THE MATERIAL
7 BENEFITS AND RISKS OF OTHER REASONABLY AVAILABLE ALTERNATIVES
8 FOR RESOLVING THE PROPOSED COLLABORATIVE MATTER, SUCH AS
9 LITIGATION, MEDIATION, ARBITRATION, OR EXPERT EVALUATION, AND
10 OTHER ALTERNATIVE DISPUTE RESOLUTION OPTIONS; AND

11 (c) ADVISE THE PROSPECTIVE PARTY IN WRITING:

12 (I) THAT AFTER SIGNING AN AGREEMENT IF A PARTY INITIATES A
13 PROCEEDING OR SEEKS TRIBUNAL INTERVENTION IN A PENDING
14 PROCEEDING RELATED TO THE COLLABORATIVE MATTER, THE
15 COLLABORATIVE LAW PROCESS TERMINATES;

16 (II) THAT PARTICIPATION IN A COLLABORATIVE LAW PROCESS IS
17 VOLUNTARY AND ANY PARTY HAS THE RIGHT TO TERMINATE
18 UNILATERALLY A COLLABORATIVE LAW PROCESS WITH OR WITHOUT
19 CAUSE;

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

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

27 **13-24-115. Coercive or violent relationship.** (1) BEFORE A

1 PROSPECTIVE PARTY SIGNS A COLLABORATIVE LAW PARTICIPATION
2 AGREEMENT, A PROSPECTIVE COLLABORATIVE LAWYER SHALL MAKE
3 REASONABLE INQUIRY INTO WHETHER THE PROSPECTIVE PARTY HAS A
4 HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER
5 PROSPECTIVE PARTY.

6 (2) THROUGHOUT A COLLABORATIVE LAW PROCESS, A
7 COLLABORATIVE LAWYER REASONABLY AND CONTINUOUSLY SHALL
8 ASSESS WHETHER THE PARTY THE COLLABORATIVE LAWYER REPRESENTS
9 HAS A HISTORY OF A COERCIVE OR VIOLENT RELATIONSHIP WITH ANOTHER
10 PARTY.

11 (3) IF A COLLABORATIVE LAWYER REASONABLY BELIEVES THAT
12 THE PARTY THE LAWYER REPRESENTS OR THE PROSPECTIVE PARTY WHO
13 CONSULTS THE LAWYER HAS A HISTORY OF A COERCIVE OR VIOLENT
14 RELATIONSHIP WITH ANOTHER PARTY OR PROSPECTIVE PARTY, THE
15 LAWYER MAY NOT BEGIN OR CONTINUE A COLLABORATIVE LAW PROCESS
16 UNLESS:

17 (a) THE PARTY OR THE PROSPECTIVE PARTY REQUESTS BEGINNING
18 OR CONTINUING A PROCESS; AND

19 (b) THE COLLABORATIVE LAWYER REASONABLY BELIEVES THAT
20 THE SAFETY OF THE PARTY OR PROSPECTIVE PARTY CAN BE PROTECTED
21 ADEQUATELY DURING A PROCESS.

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

1 **13-24-117. Privilege against disclosure for collaborative law**
2 **communication - admissibility - discovery.** (1) SUBJECT TO SECTIONS
3 13-24-118 AND 13-24-119, A COLLABORATIVE LAW COMMUNICATION IS
4 PRIVILEGED UNDER SUBSECTION (2) OF THIS SECTION, IS NOT SUBJECT TO
5 DISCOVERY, AND IS NOT ADMISSIBLE IN EVIDENCE IN ANY PROCEEDING
6 EXCEPT AS AGREED BY THE PARTIES IN A SIGNED PARTICIPATION
7 AGREEMENT OR LATER AGREEMENT SIGNED BY BOTH PARTIES AND EXCEPT
8 AS NOTED IN THIS ARTICLE 24.

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

10 (a) A PARTY MAY REFUSE TO DISCLOSE, AND MAY PREVENT ANY
11 OTHER PERSON FROM DISCLOSING, A COLLABORATIVE LAW
12 COMMUNICATION; AND

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

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

23 **13-24-118. Waiver and preclusion of privilege.** (1) A PRIVILEGE
24 UNDER SECTION 13-24-117 MAY BE WAIVED IN A RECORD OR ORALLY
25 DURING A PROCEEDING IF IT IS EXPRESSLY WAIVED BY ALL PARTIES AND,
26 IN THE CASE OF THE PRIVILEGE OF A NONPARTY PARTICIPANT, IT IS ALSO
27 EXPRESSLY WAIVED BY THE NONPARTY PARTICIPANT.

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

7 **13-24-119. Limits of privilege.** (1) THERE IS NO PRIVILEGE
8 UNDER SECTION 13-24-117 FOR A COLLABORATIVE LAW COMMUNICATION
9 THAT IS:

- 10 (a) AVAILABLE TO THE PUBLIC UNDER ARTICLE 72 OF TITLE 24;
- 11 (b) A THREAT OR STATEMENT OF A PLAN TO INFLICT BODILY
12 INJURY OR COMMIT A CRIME OF VIOLENCE;
- 13 (c) INTENTIONALLY USED TO PLAN A CRIME, COMMIT OR ATTEMPT
14 TO COMMIT A CRIME, OR CONCEAL AN ONGOING CRIME OR ONGOING
15 CRIMINAL ACTIVITY; OR
- 16 (d) IN AN AGREEMENT RESULTING FROM THE COLLABORATIVE LAW
17 PROCESS, EVIDENCED BY A RECORD SIGNED BY ALL PARTIES TO THE
18 AGREEMENT.

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

- 22 (a) SOUGHT OR OFFERED TO PROVE OR DISPROVE A CLAIM OR
23 COMPLAINT OF PROFESSIONAL MISCONDUCT OR MALPRACTICE ARISING
24 FROM OR RELATED TO A COLLABORATIVE LAW PROCESS OR MATTER; OR
- 25 (b) SOUGHT OR OFFERED TO PROVE OR DISPROVE ABUSE, NEGLIGENCE,
26 ABANDONMENT, OR EXPLOITATION OF A CHILD OR ADULT.

27 (3) THERE IS NO PRIVILEGE UNDER SECTION 13-24-117 IF A

1 TRIBUNAL FINDS, AFTER A HEARING IN-CAMERA, THAT THE PARTY SEEKING
2 DISCOVERY OR THE PROPONENT OF THE EVIDENCE HAS SHOWN THE
3 EVIDENCE IS NOT OTHERWISE AVAILABLE, THE NEED FOR THE EVIDENCE
4 SUBSTANTIALLY OUTWEIGHS THE INTEREST IN PROTECTING
5 CONFIDENTIALITY, AND THE COLLABORATIVE LAW COMMUNICATION IS
6 SOUGHT OR OFFERED IN:

7 (a) A COURT PROCEEDING INVOLVING A FELONY OR MISDEMEANOR;
8 OR

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

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

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

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

27 **13-24-120. Authority of tribunal in case of noncompliance.**

1 (1) IF AN AGREEMENT FAILS TO MEET THE REQUIREMENTS OF SECTION
2 13-24-104 OR A LAWYER FAILS TO COMPLY WITH SECTION 13-24-114 OR
3 13-24-115, A TRIBUNAL MAY NONETHELESS FIND THAT THE PARTIES
4 INTENDED TO ENTER INTO A COLLABORATIVE LAW PARTICIPATION
5 AGREEMENT IF THEY:

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

8 (b) REASONABLY BELIEVED THEY WERE PARTICIPATING IN A
9 COLLABORATIVE LAW PROCESS.

10 (2) IF A TRIBUNAL MAKES THE FINDINGS SPECIFIED IN SUBSECTION
11 (1) OF THIS SECTION, AND THE INTERESTS OF JUSTICE REQUIRE, THE
12 TRIBUNAL MAY:

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

15 (b) APPLY THE DISQUALIFICATION PROVISIONS OF SECTIONS
16 13-24-105, 13-24-106, 13-24-109, AND 13-24-111; AND

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

18 **13-24-121. Uniformity of application and construction.** IN
19 APPLYING AND CONSTRUING THIS UNIFORM ACT, CONSIDERATION MUST BE
20 GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT
21 TO ITS SUBJECT MATTER AMONG STATES THAT ENACT IT.

22 **13-24-122. Relation to electronic signatures in global and**
23 **national commerce act.** THIS ARTICLE 24 MODIFIES, LIMITS, AND
24 SUPERSEDES THE FEDERAL "ELECTRONIC SIGNATURES IN GLOBAL AND
25 NATIONAL COMMERCE ACT", 15 U.S.C. SEC. 7001 ET SEQ., BUT DOES NOT
26 MODIFY, LIMIT, OR SUPERSEDE SECTION 101(c) OF THAT ACT, 15 U.S.C.
27 SEC. 7001(c), OR AUTHORIZE ELECTRONIC DELIVERY OF ANY OF THE

1 NOTICES DESCRIBED IN SECTION 103(b) OF THAT ACT, 15 U.S.C. SEC.
2 7003(b).

3 **13-24-123. Authority of supreme court.** NOTHING IN THIS
4 ARTICLE 24 IMPINGES UPON THE AUTHORITY OF THE COLORADO SUPREME
5 COURT TO REGULATE THE CONDUCT OF ATTORNEYS IN THIS STATE.

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