

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department**

Division

Docket No.

, Plaintiff

v.

, Defendant

Stipulation

Judge Abber We CAN Settle Initiative
(On Complaint for _____ date _____)

The parties hereby agree as follows:

1. The parties and attorneys have agreed to participate in the ***Judge Abber we CAN Settle Initiative (“Negotiation Initiative”)*** in an attempt to resolve with the assigned attorney negotiator(s) (***“Negotiator(s)”***) some or all of the disputes between the parties relative to the above complaint.
2. All communications made with the ***Negotiator(s)*** throughout the course of the ***Negotiation Initiative*** shall be confidential with the exception that the ***Negotiator(s)*** may report to the court on the record in the presence of counsel and/or the parties regarding what, if any, issues have settled and what, if any, issues remain unresolved.
3. Each party waives any civil claims he or she may have against the ***Negotiator(s)*** for any acts the ***Negotiator(s)*** shall take or fail to take in connection with this ***Negotiation Initiative***, and each party agrees to hold the ***Negotiator(s)*** harmless for any such act or failure to act.
4. Once approved by the Court, the ***Negotiator(s)*** shall have access to all non-impounded documents and information in the case. If a document or any information in a case record is impounded and counsel or the parties believe that the ***Negotiator(s)*** should be given access to same, counsel shall ask the court to determine whether the ***Negotiator(s)*** may have such access. Only the court may determine whether access shall be given to any impounded documents and what, if any, conditions will apply to that access. One copy of a GAL report may be provided to the senior ***Negotiator***, which may be shared with an assigned junior ***Negotiator***, provided that both ***Negotiators*** certify in writing that they will be

bound by Probate and Family Court Standing Order 2-08. The senior *Negotiator* shall return the copy of the GAL report to the Court at the conclusion of the *Negotiation*. *The Negotiator(s)* shall have access to any medical records of the Parties (if relevant). *Mental health records of the parties shall only be reviewed by the Negotiator(s) if the parties agree in a separate document to waive any privilege regarding these records.*

5. Within seven (7) days but no later than forty-eight (48) hours prior to the date of the *Negotiation Initiative*, counsel for the parties shall forward to the *Negotiator(s)*, with copies to opposing counsel, copies of the most recent financial statements filed by the parties, together with his or her Pre-Trial Memorandum and Proposed Judgment as well as any other documents that the parties and/or counsel agree should be reviewed by the *Negotiator(s)* prior to the *Negotiation Initiative*. The parties and/or counsel shall also produce any and all reasonable requests for information by the *Negotiator(s)*, e.g., tax returns. Failure to timely provide these materials to the *Negotiator(s)* may result in cancellation of the *Negotiation* session.
6. Counsel and the parties shall attend the *Negotiation Initiative* in person or by Zoom, at the *Negotiator's* discretion. .
7. The *Negotiator(s)* shall serve at no cost to the parties for up to one full day and *continued participation in Negotiation Initiative is at all times voluntary and not mandated by the Order of Reference.*
8. In the event that the *Negotiator(s)* believe(s) that either or both parties are not negotiating in good faith, the *Negotiator* reserve(s) the right to terminate the *Negotiation*.

Plaintiff

Date: _____

Defendant

Date: _____

Plaintiff's Counsel

Date: _____

Defendant's Counsel

Date: _____

Negotiator

Date: _____

Negotiator

Date: _____