

**PRINCIPLED NEGOTIATION AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is entered into pursuant to Ohio Revised Code Sections 3103.05 and 3103.06, between \_\_\_\_\_ (“Husband”) and \_\_\_\_\_ (“Wife”).

**PURPOSE OF THIS AGREEMENT**

**WHEREAS**, Husband and Wife were married at \_\_\_\_\_ (location), on \_\_\_\_\_ (month, day), \_\_\_\_\_ (year);

**WHEREAS**, \_\_\_\_\_ (\_\_\_) child(ren) were born as issue of their marriage, to wit: \_\_\_\_\_ (names and ages);

**WHEREAS**, serious difficulties have arisen between Husband and Wife, making it impossible for them to live together as Husband and Wife;

**WHEREAS**, Husband and Wife desire and intend to resolve the issues of the termination of their marriage through a discreet, principled negotiation (the “Process”) rather than through litigation; and

**WHEREAS**, Husband and Wife are committed to the Process and desire to memorialize their understanding in writing;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and

undertakings set forth in this Agreement, Husband and Wife agree as follows:

**ARTICLE I**

**SEPARATION**

Husband and Wife shall live separate and apart from the other as of \_\_\_\_\_  
(date), and each as of the date so indicated shall go his or her own way without direction, control or molestation from the other, the same as though each were unmarried. Neither Husband nor Wife shall annoy or interfere with the other in any manner.

**ARTICLE II**

**THE PROCESS**

**2.1 Releases and Authorizations**

Each party agrees to immediately provide to the other, through their respective attorneys, releases and authorizations enabling the other to obtain whatever financial information as may be reasonably appropriate and necessary from any and all third parties possessing information or documentation relevant to the Process; including, but not limited to, financial institutions, employers, health insurance providers, health care providers, educators, creditors, retailers, clubs, travel agents, etc. However, nothing herein shall be construed as a waiver of the attorney – client privilege with respect to communications between each party and his/her attorney.

**2.2 Assets Not Requiring Expert Valuation (Option 1) \_\_\_\_\_ (*Check to Select this Option*)**

- A.** The parties agree that certain assets, whether characterized as “separate”, “marital” or both, do not require valuation by an independent expert. Within thirty (30) days after execution of this Agreement, each party shall submit to the other a financial “bible” (as that term is used in accounting practice) of all assets titled, registered, in the possession of Husband or Wife respectively, or held in the name of or by a third party for the benefit of either Husband or Wife, which do not require expert valuation. The “bible” shall also provide a summary of all personal liabilities of each of the parties. The “bible” shall include documents in support of each item listed. The financial “bible” shall be accompanied by an affidavit of the party as to the completeness and accuracy of the disclosure. Seven (7) days after the exchange of the financial “bibles”, each party shall submit to the other any concerns which each party may have with respect to disclosed or undisclosed assets, and such supplemental request(s) for further disclosure as may be warranted.
- B.** If additional requests for disclosure are made pursuant to Section 2.2 (A), the party to whom the request(s) is/are directed will have an additional fourteen (14) days in which to comply with the request(s).
- C.** The parties, through counsel, will meet as necessary to arrive at stipulated values for as many of the assets governed by this section as possible. Such meetings shall be concluded within thirty (30) days after the initial exchange of financial “bibles”.
- D.** To the extent that the parties are unable to stipulate to the value of certain assets and

liabilities governed by this section, the parties will itemize proposed values with documentary support as to the disputed assets and liabilities, and exchange their respective itemizations, within sixty (60) days of their initial exchange of financial “bibles”. The stipulations and itemizations will form part of the negotiation summary and proposal of each party discussed in Section 2.5 of the Agreement.

**2.2 Assets Not Requiring Expert Valuation (Option 2) \_\_\_\_\_ (*Check to Select this Option*)**

- A. Within thirty (30) days after execution of this Agreement, \_\_\_\_\_ shall submit to \_\_\_\_\_ a financial “bible” (as that term is used in accounting practice) of all assets and liabilities. The financial “bible” shall include assets and liabilities titled, registered, or in the name of or in the possession of Husband or Wife, individually or jointly, or held in the name of or by a third party for the benefit of either Husband or Wife. The “bible” shall include documents in support of each item listed. The financial “bible” shall be accompanied by an affidavit of the party offering the “bible” as to the completeness and accuracy of the disclosure. Seven (7) days after the exchange of the financial “bible”, \_\_\_\_\_ shall submit to \_\_\_\_\_ any concerns which he/she may have with respect to disclosed or undisclosed assets, and may make supplemental request(s) for further disclosure as may be warranted. \_\_\_\_\_ shall likewise submit to \_\_\_\_\_ an affidavit indicating any assets or liabilities not set forth in the financial “bible” prepared by \_\_\_\_\_.

- B.** If additional requests for disclosure are made pursuant to Section 2.2 (A), \_\_\_\_\_ will have an additional fourteen (14) days in which to comply with the request(s).
- C.** The parties, through counsel, will meet as necessary to arrive at stipulated values for as many of the assets governed by this section as possible. Such meetings shall be concluded within thirty (30) days after the initial exchange of financial “bibles”.
- D.** To the extent that the parties are unable to stipulate to the value of certain assets and liabilities governed by this section, the parties will itemize proposed values with documentary support as to the disputed assets and liabilities, and exchange their respective itemizations, within sixty (60) days of their initial exchange of financial “bibles”. The stipulations and itemizations will form part of the negotiation summary and proposal of each party discussed in Section 2.5 (A).

### **2.3 Assets Requiring Expert Valuation (Accompanies Section 2.2 Option 1)**

- A.** The parties agree that certain assets, whether characterized as “separate,” “marital”, or both, may require expert valuation. The attorneys for the parties shall identify the assets requiring valuation, and shall identify and agree upon a professional organization and an individual within that organization to be the expert for valuing each asset governed by this section, within fifteen (15) days after the signing of this Agreement. The expert(s) selected should have qualifications as an appraiser of the type of asset being valued; industry

knowledge with respect to any business being valued; and transaction experience within that industry. Different experts may be identified for each asset identified pursuant to this section.

**B.** The expert(s) selected shall meet with both counsel and identify an initial document request within fifteen (15) days after being informed in writing of being selected. Each party, through his/her attorney, shall respond completely to the initial document request within thirty (30) days after receipt of the request. Any additional documents requested by the expert(s) shall be provided to the expert(s) within fifteen (15) days of receipt of such supplemental request. It is the intent of the parties to have discovery as to assets requiring expert valuation concluded within sixty (60) days after the first request for documents by the expert(s) is received by counsel. The party controlling the asset at issue shall cooperate with the expert(s) and may be required to submit to specific interviews with the expert(s) as deemed necessary by the expert(s). At the request of either party, such interview(s) may be transcribed by a court reporter.

**C.** The expert(s) shall analyze the information provided in the discovery process set forth herein and submit a report to both counsel for the parties within thirty (30) days following the conclusion of the discovery process, not to exceed one hundred twenty (120) days from the execution of this Agreement, unless otherwise agreed by the parties. The report of the expert(s) shall include a tax analysis determining the net proceeds to be derived from the hypothetical sale of the asset being valued.

### **2.3 Assets Requiring Expert Valuation (Accompanies Section 2.2 Option 2)**

- A.** The parties agree that certain assets, whether characterized as “separate” or “marital”, may require valuation. Counsel for the parties shall identify the assets requiring valuation, if any, and shall identify and agree upon a professional organization and an individual within that organization to be the expert for valuing each asset governed by this section, within fifteen (15) days after \_\_\_\_\_ submits the financial “bible” to \_\_\_\_\_. The expert(s) selected should have qualifications as an appraiser of the type of asset being valued; industry knowledge with respect to the business or interest being valued; and transaction experience within that industry. Different experts may be identified for each asset or interest identified pursuant to this section.
- B.** The expert(s) selected shall meet with both counsel and identify an initial document request within fifteen (15) days after being informed in writing of being selected. Each party, through counsel, shall respond completely to the initial document request within thirty (30) days after receipt of the request. Any additional documents requested by the expert(s) shall be provided to the expert(s) within fifteen (15) days of receipt of such supplemental request. The times set forth herein may be reasonably extended by agreement. Failure by either party to strictly comply with the response times set forth herein may be deemed a default of this Agreement, terminating same. It is the intent of the parties to have discovery as to assets requiring expert valuation concluded within sixty (60) days after the first request for documents by the expert(s) is received by counsel. The party controlling the asset at

issue shall cooperate with the expert(s) and may be required to submit to specific interviews with the expert(s) as deemed necessary by the expert(s). At the request of either party, such interview(s) may be transcribed by a court reporter.

- C. The expert(s) shall analyze the information provided in the discovery process set forth herein and submit a report to both counsel for the parties within thirty (30) days following the conclusion of the discovery process, not to exceed one hundred twenty (120) days from the execution of this Agreement, unless otherwise agreed by the parties. The report of the expert(s) shall include a tax analysis, including recapture, determining after tax proceeds to be derived from the hypothetical sale or ultimate disposition of the asset being valued.

#### **2.4 Determination of Support**

- A. Where applicable, the final settlement pursuant to Section 2.5(C) of the Agreement shall include a worksheet calculation of the child support obligations of either/both parties, calculated pursuant to the Guidelines of the State of Ohio.
- B. The final settlement pursuant to Section 2.5(C) of the Agreement shall include consideration as to the amount and duration of spousal support, if any, exchanged or to be exchanged between Husband and Wife. In this regard, each party shall include in his/her financial “bible” set forth in Section 2.2 (A) an income and expense statement supported by appropriate documentation in the form of bank statements, check registers, canceled checks and such other documentation as may be relevant to the issue of support. Each of the parties shall cooperate in providing necessary information and documentation to the

other as may be requested in order to facilitate the preparation of the budgets as requested herein.

- C.** The parties shall have seven (7) days to submit to the other any concerns which each party may have with respect to the income and expense statements, along with such request(s) for further disclosure as may be warranted.
- D.** If additional request(s) for disclosure are made pursuant to Section 2.3 (C), the party to whom the request(s) is/are directed will have an additional fourteen (14) days in which to comply with the request(s).
- E.** The parties, through their attorneys, will meet as necessary to arrive at stipulations as to the parties' relative income and expenses, and the exchange of support, if any during the Process. Such meetings shall be concluded within thirty (30) days after the exchange of financial "bibles".
- F.** To the extent that the parties are unable to stipulate to their relative incomes, expenses, and the exchange of support during the Process, the parties will itemize with documentary support the disputed values of items relevant to income and expense, and exchange same within sixty (60) days of their initial exchange of financial "bibles".

## **2.5 Negotiation and Resolution**

- A.** For the purposes of negotiation and resolution, each party, through his/her attorney, shall prepare a negotiation summary and proposal, listing all assets, liabilities, income(s) and expenses, as discussed in the foregoing sections. The summary shall be the basis for

stipulations to be signed by the parties. The summaries and stipulations, along with each party's demands and proposals relative to division of property and exchange of support, shall be prepared by each party and exchanged no later than seven (7) days after the conclusion of all of the discovery and document exchanges set forth in the foregoing sections.

**B.** The negotiation of the final settlement shall begin within seven (7) days after the parties have exchanged summaries and proposals. The attorneys for the parties shall meet as often as required to achieve a resolution of this matter within a fourteen (14) day negotiating period. If settlement is not reached within said negotiating period, or as reasonably extended by agreement of the parties, the failure of settlement shall terminate this Agreement.

**C.** The final settlement of the parties shall be embodied in a Separation and Property Settlement Agreement to be drafted by the attorneys in good faith as 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 any court of competent jurisdiction to be journalized in the context of an uncontested divorce. In this regard, the attorneys have seven (7) days from the date of settlement in which to prepare and finalize the Separation and Property Settlement Agreement, and such pleadings as may be required to effectuate the resolution of the matters subject to this Agreement.

- D.** In the event the parties terminate this Agreement without achieving settlement of all issues subject to this Agreement, the parties agree that they will be required to stipulate that the following will be binding upon the parties in any subsequent litigation, negotiation, or other proceeding involving the termination of the parties’ marriage (select all that are applicable):
- \_\_\_\_\_ i. The value(s) of assets determined pursuant to Section 2.2 of the Agreement;
- \_\_\_\_\_ ii. The value(s) of assets as opined by the expert(s) engaged pursuant to Section 2.3 of the Agreement;
- \_\_\_\_\_ iii. The parties’ relative income(s) and expenses determined pursuant to Section 2.4 of the Agreement.

**2.6 Summary of Deadlines Pursuant to Agreement**

The following tables provide a graphic summarization of the deadlines imposed in the foregoing sections of this Agreement:

**TABLE OF DEADLINES PURSUANT TO AGREEMENT**  
**(SECTIONS 2.2 AND 2.3, OPTION 1)**

<b>DAY FOR COMPLETION</b>	<b>ASSETS NOT REQUIRING VALUATION</b>	<b>ASSETS REQUIRING VALUATION</b>	<b>SPOUSAL SUPPORT</b>
1	Execution of Agreement	Execution of Agreement	
15	N/A	Identification of expert(s)	N/A/

30	Exchange of Financial Bible and Affidavit	Exchange of Financial Bible and Affidavit	Exchange of Financial Bible and Affidavit
	N/A	Meeting with expert(s) and receipt of expert(s) initial request for information and documentation	N/A
37	Exchange of concerns and supplemental request for information/documentation	Exchange of concerns and supplemental request for information/documentation	Exchange of concerns and supplemental request for information/documentation
51	Production of Information and documentation responsive to supplemental request	N/A	Production of Information and documentation responsive to supplemental request
60	Conclusion of meetings of counsel to arrive at stipulated values	Initial production of information and documents requested by expert(s)	Conclusion of meetings of counsel to arrive at stipulated values
90	Exchange of documented itemizations of disputed assets and liabilities	Conclusion of expert discovery	Exchange of documented itemization of disputed income and expense
_____	_____	<b>IF NO ASSESTS REQUIRING EXPERT EVALUATION</b>	_____
97	Exchange of summaries and proposals	N/A	Exchange of summaries and proposals
104	Commencement of negotiations	N/A	Commencement of negotiations
118	Conclusion of Negotiations	N/A	Conclusion of Negotiations
125	Prepare and finalize separation agreement and pleadings	N/A	Prepare and finalize separation agreement and pleadings
_____	_____	<b>IF ASSETS REQUIRE EXPERT VALUATION</b>	_____
120	N/A	Receipt of expert report	N/A
127	Exchange of summaries and proposals	Exchange of summaries and proposals	Exchange of summaries and proposals
134	Commencement of Negotiation	Commencement of Negotiation	Commencement of Negotiation
148	Conclusion of Negotiation	Conclusion of Negotiation	Conclusion of Negotiation
155	Prepare and finalize separation agreement and	Prepare and finalize separation agreement and	Prepare and finalize separation agreement and

	pleadings	pleadings	pleadings
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**TABLE OF DEADLINES PURSUANT TO AGREEMENT**  
**(SECTIONS 2.2 AND 2.3, OPTION 2)**

<b>DAY FOR COMPLETION</b>	<b>ASSETS NOT REQUIRING VALUATION</b>	<b>ASSETS REQUIRING VALUATION</b>	<b>SPOUSAL SUPPORT</b>
1	Execution of Agreement	Execution of Agreement	
30	Exchange of Financial Bible and Affidavit	Exchange of Financial Bible and Affidavit	Exchange of Financial Bible and Affidavit
	N/A	Meeting with expert(s) and receipt of expert(s) initial request for information and documentation	N/A
37	Exchange of concerns and supplemental request for information/documentation	Exchange of concerns and supplemental request for information/documentation	Exchange of concerns and supplemental request for information/documentation
45	N/A	Identification of expert(s)	N/A
51	Production of Information and documentation responsive to supplemental request	N/A	Production of Information and documentation responsive to supplemental request
60	Conclusion of meetings of counsel to arrive at stipulated values	Initial production of information and documents requested by expert(s)	Conclusion of meetings of counsel to arrive at stipulated values
90	Exchange of documented itemizations of disputed assets and liabilities	Conclusion of expert discovery	Exchange of documented itemization of disputed income and expense
		<b>IF NO ASSETS REQUIRING EXPERT EVALUATION</b>	
97	Exchange of summaries and	N/A	Exchange of summaries and

	proposals		proposals
104	Commencement of negotiations	N/A	Commencement of negotiations
118	Conclusion of Negotiations	N/A	Conclusion of Negotiations
125	Prepare and finalize separation agreement and pleadings	N/A	Prepare and finalize separation agreement and pleadings
		<b>IF ASSETS REQUIRE EXPERT VALUATION</b>	
120	N/A	Receipt of expert report	N/A
127	Exchange of summaries and proposals	Exchange of summaries and proposals	Exchange of summaries and proposals
134	Commencement of Negotiation	Commencement of Negotiation	Commencement of Negotiation
148	Conclusion of Negotiation	Conclusion of Negotiation	Conclusion of Negotiation
155	Prepare and finalize separation agreement and pleadings	Prepare and finalize separation agreement and pleadings	Prepare and finalize separation agreement and pleadings

### **ARTICLE III**

#### **MAINTAINING THE STATUS QUO DURING THE PROCESS**

##### **3.1 Temporary Support**

The issue of spousal support and/or child support to be exchanged, if at all, during the Process, shall be addressed, negotiated in good faith and resolved within seven (7) days of execution of this Agreement, with the negotiated resolution being reduced to writing, signed by the parties and their attorneys, and

incorporated into this Agreement as a term hereunder. Upon a properly notified default that is not cured pursuant to Article IV of the Agreement, or otherwise upon termination of this Agreement, the parties' agreement as to temporary support, if any, shall be terminated.

### **3.2 Allocation of Parental Rights and Responsibilities**

Where applicable, the issue of allocation of parental rights and responsibilities will be addressed, negotiated in good faith, and resolved through the execution of a shared parenting plan within thirty (30) days of the execution of this Agreement. The shared parenting plan shall be incorporated into this Agreement as a term hereunder, and shall be filed in court pursuant to the final settlement under Section 2.5 of the Agreement. Upon a properly notified default that is not cured pursuant to Article IV of the Agreement, or otherwise upon termination of this Agreement, the parties' agreement as to allocation of temporary rights and responsibilities, if any, shall be terminated.

### **3.3 Mutual Restraints**

The parties agree that neither of them, nor anyone else acting on their behalf, will do any of the following during the Process, unless specifically agreed by the parties in writing:

- A.** Abuse, harass, molest, annoy, embarrass, threaten or physically injure each other.
  
- B.** Remove the minor child(ren) from the State of Ohio and county of their residence, for any

single period of time in excess of fourteen (14) consecutive days.

**C.** Transfer, encumbering, alienate, sell, trade, assign, damage or otherwise dispose of either party's interest in any and all real property in which the parties, or either of them, maintain an interest; including, but not limited to, the marital residence.

**D.** Sell, assign, trade, transfer, pledge, alienate or otherwise dispose of either party's interest in any and all tangible and intangible assets in which the parties, or either of them, maintain an interest; including, but not limited to, various investment vehicles, securities accounts, bank accounts, stocks, bonds, cash, IRA's, CMA's, partnerships, limited partnerships and corporations with any person or entity whatsoever, excepting the parties' regular operating checking account(s).

**E.** Incur debt in the name of the other.

### **3.4 Stay of Proceedings**

The parties agree to withhold commencing divorce or legal separation litigation while the Process is in progress, or to execute all documents necessary to stay any divorce or legal separation litigation proceedings already in progress, until such time as there is a properly notified default of the Agreement which is not cured under Article IV of the Agreement, or termination of this Agreement by agreement of the parties.

### **3.5 Attorney Fees**

While the Process is pending and, unless otherwise agreed, each party will be responsible for his or

her attorney fees in connection with the Process. Allocation of ultimate responsibility for attorney fees as provided herein will be an issue to be addressed and resolved in the final negotiation and settlement of this matter pursuant to Section 2.5 of the Agreement.

#### **ARTICLE IV**

##### **EXTENSIONS AND DEFAULT**

The times set forth in the Agreement may be reasonably extended by agreement of the parties. Failure by either party to strictly comply with the times set forth in the Agreement, or by subsequent agreement of the parties, may be deemed by the party who is not non-compliant to be a default of this Agreement, terminating same at the option of the party who is not non-compliant. In this regard, a party terminating this Agreement based upon the other party's default must notify the other party's attorney, in writing, of the default, and allow no less than seven (7) days for the party so notified to cure the default.

#### **ARTICLE V**

##### **WRITTEN NOTICES**

Any written notice to a party under this Agreement must be faxed and mailed to each party through counsel, at the address listed below.

#### **ARTICLE VI**

##### **MODIFICATION/GOVERNING LAW**

This Agreement may be modified only by agreement of the parties in a written document executed

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with the same formality as this Agreement. The Agreement shall be subject to, construed by, and enforceable under the laws of the State of Ohio.

**ARTICLE VII**

**ACKNOWLEDGEMENTS**

Both Husband and Wife hereby acknowledge that they have been provided a copy of this Agreement and understand all those rights and responsibilities incorporated herein. In addition, both Husband and Wife hereby agree to follow the terms and spirit of this Agreement as set forth herein.

\_\_\_\_\_  
Attorney for Husband

\_\_\_\_\_  
Husband

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Phone/Fax)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for Wife

\_\_\_\_\_  
Wife

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Phone/Fax)

\_\_\_\_\_  
Date