PA 25-153—SB 1283
Judiciary Committee

AN ACT CONCERNING THE ADOPTION OF THE CONNECTICUT UNIFORM COLLABORATIVE LAW ACT

SUMMARY: This act adopts the Uniform Collaborative Law Act, which creates a framework for parties to use a collaborative law process to achieve a non-adversarial resolution of certain legal matters arising under Connecticut's family or domestic relations law.

Under the act, a "collaborative law process" is a procedure intended to resolve a collaborative matter (e.g., divorce and parentage) without tribunal intervention in which a person (individual or entity) (1) signs a participation agreement and (2) is represented by a collaborative lawyer (i.e. one who represents a party in a collaborative law process). The act applies to agreements signed on or after October 1, 2025.

A tribunal may not order a party to participate in a collaborative law process over that party's objection. Under the act, a "tribunal" is a court, arbitrator, administrative agency, or other body acting in an adjudicative capacity that, after being presented evidence or legal argument, has jurisdiction to render a decision affecting a party's interests in a matter.

The act specifies when and how the collaborative law process begins and terminates. It also addresses other related issues, such as the stay of a proceeding, emergency orders, disqualification of a collaborative lawyer, disclosure and discovery, mandatory assessments and reporting, privileged communication, confidentiality, and enforcement.

Lastly, it specifies that its provisions (1) should be applied and construed to promote uniformity of law among states that enact it and (2) do not affect certain federal laws related to disclosures and court notices.
EFFECTIVE DATE: October 1, 2025

§§ 2-4 — COLLABORATIVE LAW PARTICIPATION AGREEMENT REQUIREMENTS AND RELATED DEFINITIONS

The act establishes minimum requirements for collaborative law participation agreements and applies to any agreement signed on or after October 1, 2025. These agreements must:

1. describe the nature and scope of the matter, identify each party's collaborative lawyer, and be in a record the parties signed;
2. state the parties' intention to resolve a collaborative matter through the act's collaborative law process; and
3. contain a statement by each collaborative lawyer confirming his or her representation of a party in the collaborative law process.

Parties may agree to include additional provisions in an agreement if they are consistent with the act's provisions.

Under the act, a "collaborative matter" is a dispute, transaction, claim, problem, or issue for resolution, including a dispute, claim, or issue in a proceeding (i.e. judicial, administrative, arbitral, or other adjudicative process before a tribunal), that arises under Connecticut's family or domestic relations law, including:

1. marriage, divorce, dissolution, annulment, or property distribution;
2. child custody, visitation, or parenting time;
3. alimony, maintenance, or child support;
4. adoption or parentage; and
5. premarital, marital, and post-marital agreements.

§ 5 — THE COLLABORATIVE LAW PROCESS

Start and End of the Process

Under the act, the collaborative law process begins when the parties sign the participation agreement and concludes by a:

1. resolution of a collaborative matter as evidenced by a signed record;
2. resolution of a part of the collaborative matter, evidenced by a signed record in which the parties agree that the remaining parts of the matter will not be resolved in the process; or
3. termination of the process as described below.

Process Termination

A party may terminate a collaborative law process with or without cause. The process terminates when a party:

1. notifies the other parties in a record stating that the process is ended;
2. begins a proceeding related to a collaborative matter (see below) without the agreement of all parties;
3. in a pending proceeding related to the matter, (a) initiates a pleading, motion, order to show cause, or request for a conference with the tribunal or (b) takes similar action requiring notice to be sent to the parties; or
4. discharges a collaborative lawyer or a collaborative lawyer withdraws from further representation of a party, except as stated below.

Under the act, "related to a collaborative matter" means involving the same parties, dispute, transaction, claim, problem, or issue for resolution as the collaborative matter.

Lawyer's Discharge or Withdrawal

A party's collaborative lawyer must give prompt notice of a discharge or withdrawal to all other parties in the form of a record. Regardless of the collaborative lawyer's discharge or withdrawal, a collaborative law process continues if, within 30 days after the notice, the unrepresented party engages a

successor collaborative lawyer and in a signed record the:

1. parties consent to continue the collaborative law process by reaffirming the collaborative law participation agreement,
2. agreement is amended to identify the successor collaborative lawyer, and
3. successor collaborative lawyer confirms his or her representation of a party in the collaborative law process.

The process does not end if, with the parties' consent, a party asks a tribunal to approve a resolution of the collaborative matter or any part of it as evidenced by a signed record. The participation agreement may also provide other methods of concluding the collaborative law process.

§ 6 — STAY OF A PROCEEDING

The act allows the parties to a pending tribunal proceeding to sign a collaborative law participation agreement to seek to resolve the matter through the collaborative process instead. If the agreement is signed, the parties must promptly notify the tribunal, on a form prescribed by the chief court administrator's office. Generally, the filing of an agreement notice operates as an application for a stay of the proceeding that is before the tribunal.

The parties must promptly file notice in a record with the tribunal when a collaborative law process concludes, but the notice may not specify any reason for termination. The stay of the proceeding is lifted when the notice is filed.

Status Report to Tribunal

A tribunal in which a proceeding is stayed may require the parties and collaborative lawyers to provide a status report on the collaborative law process and the proceeding. A status report may only include information on whether the process is ongoing or concluded and may not include a report, assessment, evaluation, recommendation, finding, or other communication on a collaborative law process or collaborative law matter. The tribunal cannot consider any communication that violates these provisions.

Notice and Hearing

In a proceeding in which a notice of collaborative law process is filed, a tribunal must give parties notice and an opportunity to be heard before dismissing the proceeding based on delay or failure to prosecute.

§§ 7 & 8 — TRIBUNAL'S EMERGENCY ORDERS AND APPROVAL

Under the act, during a collaborative law process, a tribunal may (1) approve an agreement resulting from the process and (2) issue emergency orders to protect a party's or household member's health, safety, welfare, or interest.

By law, a "household member" is any of the following persons regardless of their age:

1. spouses or former spouses;
2. parents or their children;
3. persons related by blood or marriage;
4. persons, other than those related by blood or marriage, presently living together or who have lived together;
5. persons who have a child in common regardless of whether they are or have been married or have lived together at any time; and
6. persons in, or who have recently been in, a dating relationship (CGS § 46b-38a).

§§ 9-11 — DISQUALIFIED COLLABORATIVE LAWYER OR LAW FIRM

Disqualified From Providing Representation (§ 9)

Under the act, if the collaborative law process terminates without the matter being settled, a collaborative lawyer, and a lawyer in a law firm with which the collaborative lawyer is associated, are generally disqualified from appearing before a tribunal to represent a party in a proceeding related to the collaborative matter.

Exception for Collaborative Agreements or Emergency Orders (§ 9)

A collaborative lawyer or a lawyer in an associated law firm may represent a party to (1) ask a tribunal to approve an agreement resulting from the collaborative law process or (2) seek or defend an emergency order to protect the health, safety, welfare, or interest of a party or household member, if a successor lawyer is not immediately available to represent the party or household member (see above).

If a successor lawyer is not available, a collaborative lawyer or lawyer in an associated law firm may represent the party or household member, but only until the person is represented by a successor lawyer or reasonable measures are taken to protect the person's health, safety, welfare, or interest.

Exception for Low-Income Parties (§ 10)

Under the act, the disqualification of a collaborative lawyer applies regardless of whether the lawyer is representing a party for free or a fee. After the collaborative law process ends, another lawyer in an associated law firm may represent a party without fee in the collaborative matter or a matter related to the collaborative matter if the:

1. party has an annual income that qualifies the party for free legal representation under the criteria established by the law firm;
2. collaborative law participation agreement provides for it; and
3. collaborative lawyer is isolated from any participation in the collaborative matter, or a matter related to the collaborative matter, through the law firm's procedures that are reasonably calculated to isolate the collaborative lawyer from participating.

Exception for Governmental Entities (§ 11)

The disqualification of a collaborative lawyer (see § 9) also applies to a collaborative lawyer representing the government or a governmental subdivision, agency, or instrumentality as a party.

After a collaborative law process ends, another lawyer in an associated law firm may represent these governmental entities in the collaborative matter or a related matter if the (1) collaborative law participation agreement provides for it and (2) collaborative lawyer is isolated from any participation in the collaborative matter, or a matter related to the collaborative matter, through law firm procedures that are reasonably calculated to isolate the collaborative lawyer from participation.

§ 12 — DISCLOSURE WITHOUT DISCOVERY

Under the act, the following provisions apply to legal discovery under the collaborative process:

1. the parties may define the scope of disclosure;
2. upon another party's request, a party must make timely, full, candid, and informal disclosure of information related to the collaborative matter without formal discovery, unless any other law provides otherwise; and
3. a party must promptly update any previously disclosed information that has materially changed.

§ 13 — MANDATED REPORTERS

The act specifies that it does not affect a (1) lawyer's or other licensed professional's professional responsibilities, obligations, and standards, as applicable, or (2) mandated reporter's obligation to report child or adult abuse, neglect, abandonment, or exploitation under state law.

§§ 14 & 15 — LAWYER'S RESPONSIBILITIES BEFORE CLIENT SIGNS PARTICIPATION AGREEMENT

Mandatory Disclosures and Advice (§ 14)

Assessment and Disclosures. Under the act, before the day a prospective party signs a collaborative law participation agreement, a prospective collaborative lawyer must do the following:

1. assess factors the lawyer reasonably believes relate to whether a collaborative law process is appropriate for the matter;
2. give the prospective party information the lawyer reasonably believes is sufficient for the party to make an informed decision about the material benefits and risks of a collaborative law process as compared to those of other reasonably available alternatives, such as litigation, mediation, arbitration, or expert evaluation; and
3. give the prospective party the type of advice described below.

Lawyer's Advice to Prospective Party. Before the prospective party signs the agreement, the collaborative lawyer must tell the prospective party that:

1. after signing a collaborative law participation agreement, if a party initiates a proceeding or seeks tribunal intervention in a pending proceeding related to the collaborative matter, the collaborative law process terminates;
2. participation in a collaborative law process is voluntary and any party has the right to terminate unilaterally with or without cause; and
3. the collaborative lawyer, and any lawyer in an associated law firm, may not appear before a tribunal to represent a party in a proceeding related to the collaborative matter, other than the exceptions described above (see §§ 9-11).

History of Coercive or Violent Relationship (§ 15)

Pre-Agreement Assessment. Before the day a prospective party signs a collaborative law participation agreement, the act requires a prospective collaborative lawyer to make a reasonable inquiry as to whether the prospective party has a history of a coercive or violent relationship with another prospective party.

Assessment During the Process. Throughout a collaborative law process, the act requires a collaborative lawyer to reasonably and continuously assess whether the party who the collaborative lawyer represents has a history of a coercive or violent relationship with another party.

Conditions Under Which the Process Can Proceed. If a collaborative lawyer reasonably believes that the party the lawyer represents, or the prospective party who consults the lawyer, has a history of a coercive or violent relationship with another party or prospective party, the act prohibits the lawyer from beginning or continuing the collaborative law process unless the (1) party or the prospective party requests it and (2) collaborative lawyer reasonably believes that the party's or prospective party's safety can be adequately protected during the collaborative process.

§§ 16-19 — CONFIDENTIAL AND PRIVILEGED COMMUNICATION

Confidentiality (§ 16)

Under the act, a collaborative law communication is confidential to the extent agreed by the parties in a signed record or as provided by any other Connecticut law.

A "collaborative law communication" is a statement, whether oral or in a record, or verbal or nonverbal, that (1) is made to conduct, participate in, continue, or reconvene a collaborative law process and (2) occurs after the parties sign a collaborative law participation agreement and before the collaborative law process is concluded.

Privilege Prohibiting Disclosure (§ 17)

Under the act, and subject to the waiver and Freedom of Information Act (FOIA) exemptions described below, a collaborative law communication is privileged and is not subject to discovery nor admissible in evidence.

Applicability of the Privilege. In a proceeding, (1) a party may refuse to disclose a collaborative law communication and may prevent others from doing so and (2) a nonparty participant may refuse to disclose their collaborative law communications and may prevent any other person from doing so.

Evidence. Evidence or information that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely because of its disclosure or use in a collaborative law process.

Waiver of Privilege (§ 18)

The act allows the privileges described above to be waived by all parties in a record or orally during a proceeding if they are expressly waived by all parties and the nonparty participant (if applicable).

A person may not assert the privileges described above if the person disclosed or made a representation of a collaborative law communication that prejudices another person in a proceeding. However, the act applies this preclusion only to the extent needed for the person prejudiced to respond to the disclosure or representation.

FOIA and Public Policy (§ 19)

No Privilege. Under the act, there is no privilege for a collaborative law communication that is:

1. available to the public under FOIA, or made during a session of a collaborative law process that is open, or is required by law to be open, to the public;
2. a threat or statement of a plan to inflict bodily injury or commit a violent crime;
3. intentionally used to plan, commit, or attempt to commit a crime or conceal an ongoing crime or ongoing criminal activity; or
4. in an agreement resulting from the collaborative law process, evidenced by a record signed by all parties to the agreement.

Exceptions to Privilege. The privileges above do not apply to the extent that a communication is sought or offered to prove or disprove (1) a claim or complaint of professional misconduct or malpractice arising from or related to a collaborative law process or (2) a person's abuse, neglect, abandonment, or exploitation, unless the Department of Children and Families or Social Services is a party to, or otherwise participates, in the process.

Exception for Evidence in Criminal or Contract-Related Proceedings. There is no privilege if a tribunal finds, after a hearing in camera, that the party seeking discovery or the proponent of the evidence has shown the evidence is not otherwise

available, the need for the evidence substantially outweighs the interest in protecting confidentiality, and the collaborative law communication is sought or offered in a (1) court proceeding involving a felony or misdemeanor or (2) proceeding seeking rescission or reformation of a contract arising out of the collaborative law process or in which a defense to avoid liability on the contract is asserted.

Partial Exception. Under the act, if a collaborative law communication is subject to one of these exceptions, only the part of the communication necessary for the application of the exception may be disclosed or admitted.

Disclosure or Admission of Excepted Evidence. Under the act, disclosure or admission of evidence excepted from the privilege as described above does not make the evidence or any other collaborative law communication discoverable or admissible for any other purpose.

Agreement That Communication is Not Privileged. The privileges described above do not apply if the parties agree in advance in a signed record, or if a record of a proceeding reflects agreement by the parties, that all or part of a collaborative law process is not privileged. This does not apply to a collaborative law communication made by a person that received actual notice of the agreement after the communication had been made.

§ 20 — ENFORCEMENT OF AGREEMENT WITH FINDING OF INTENT TO PARTICIPATE

Tribunal's Finding

Under the act, if an agreement fails to meet the act's requirements or a lawyer fails to comply with determining the appropriateness of the collaborative process, providing specified advice and disclosure to parties or prospective parties, and conducting a reasonable assessment of coercive or violent relationship, a tribunal may still find that the parties intended to enter into a collaborative law participation agreement if they (1) signed a record indicating an intention to enter into such an agreement and (2) reasonably believed they were participating in a collaborative law process.

Tribunal's Actions

If a tribunal makes the findings specified above, and the interests of justice require, the act allows the tribunal to (1) enforce an agreement evidenced by a record resulting from the process in which the parties participated; (2) apply the act's disqualification provisions (see §§ 5, 6 & 9-11); and (3) apply the privileges allowed under the act (see § 17).

§§ 21 & 22 — UNIFORMITY OF STATE LAW AND IMPACT OF FEDERAL LAWS

The act specifies that:

1. in applying and construing its provisions, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it (§ 21) and
2. its provisions generally do not modify, limit, or supersede provisions related to consumer disclosures and court notices under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) (§ 22).