



South Carolina Bar
Continuing Legal Education Division

2026 SC BAR CONVENTION

Dispute Resolution Section

“Arbitration and Other Tricks of the
ADR Trade”

Friday, January 24

SC Supreme Court Commission on CLE Course No. 260143



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Arbitration and Q&A

The Honorable Clifton Newman

No Materials Available



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Early Neutral Evaluation

The Honorable Kelly Pope-Black

No Materials Available



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Fast Track Trial

Angus Lawton

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FAST TRACK TRIALS

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Introduction

A Fast Track Jury Trial, also known as a Summary Jury Trial, is an abbreviated version of a traditional trial. Like any process, there are benefits and disadvantages to the procedure, but in the right type of case, it can be very beneficial. These materials will outline the process.

Supreme Court Order¹

On March 7, 2013, The South Carolina Supreme Court issued an administrative order allowing Fast Track Trials in South Carolina. In the order, Chief Justice Toal established rules and procedures for the process. This order explains that Fast Track Trials are a voluntary process with a reduced jury panel and a mutually selected Special Hearing Officer. The process may be implemented by the Chief Administrative Judge in each circuit.

Procedure

1. The attorneys agree to a Fast Track Trial and file a *Consent Order Granting a Fast Track Jury Trial and Appointing a Special Hearing Officer*.²

When a private attorney acts as the Special Hearing Officer, the attorneys in the case must come to an agreement on how they will pay the Special Hearing Officer. Usually, the parties agree to split the fees of the Special Hearing Officer.

¹ *Administrative Order*, THE SUPREME COURT OF SOUTH CAROLINA (March 7, 2013), <https://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2013-03-07-01> [hereinafter *Administrative Order*].

² Consent Order Form: Fast Track Jury Trial and Appointment of Special Hearing Officer, <https://www.sccourts.org/forms/dspFormID.cfm?formID=SCCA239>.

If either party wishes to have a transcript, the transcript is made at the requesting parties' expense. The parties also agree to waive the right to appeal from the determination of the matter, absent allegations of fraud.

2. The attorneys have a pretrial meeting.

The attorneys meet to discuss whether they can agree on evidence that will be presented without objection, stipulations that they can make regarding liability and whether they can agree to allow any summaries to be presented. The attorneys should also discuss whether they can make a high/low agreement, which will set the upper and lower limits on the amounts, if any, paid out in the case. These high/low agreements should be put in writing and/or a written stipulation. These agreements are often not disclosed to the Special Hearing Officer.

3. Pretrial conference with the Special Hearing Officer.

The attorneys go over the outline of the trial with the Special Hearing Officer. This discussion should include the number of witnesses each side expects to call, what documentary evidence can be admitted without objection, whether there are any objections to evidence a party wants to introduce, what stipulations the attorneys and parties have agreed on, and so forth. This meeting is the time for the attorneys to explain the case to the Special Hearing Officer and allow the Special Hearing Officer to ask questions about the trial.

4. The attorneys communicate with the Clerk of Court and/or the Chief Administrative Judge regarding the Fast Track Trial³.

The attorneys provide the Clerk of Court with a filed copy of the Order allowing a Fast Track Trial. The clerk then removes the case from the roster and sets a mutually agreeable trial date.⁴ Fast Track Trials should not have any priority over regularly scheduled courtroom proceedings.⁵

Different counties in South Carolina have different procedures for the way that Fast Track Trials take place. Some counties require that such trials not last more than a day, and other counties allow multiple day Fast Track Trials. As a practical matter, it is good practice to contact the Clerk of Court and Chief Administrative Judge to find out how they want the Fast Track Trial to proceed.

5. Jury selection.

³ *Administrative Order*, *supra* note 166, at section 5.

⁴ *Id.*

⁵ *Id.*

The Order from the South Carolina Supreme Court provides that a Circuit Court Judge may select the jury or may direct that the Special Hearing Officer select the jury.⁶ Most Circuit Court Judges prefer to qualify the panel for the Fast Track Trial so that it is done properly. During that process, the Circuit Court Judge usually explains that a Special Hearing Officer will be handling the Fast Track Trial.

Fast Track juries consist of no more than six jurors, selected from a jury venire called for a regular term of court. Each side is allowed two preemptory challenges to seat the six-person jury.

The trial.

1. Opening Remarks by the Special Hearing Officer:

The Special Hearing Officer will make introductory remarks to the jury to explain the process, the burden of proof, introduce the attorneys, and instruct the jury not to discuss the case until they have heard all the evidence. Once the Special Hearing Officer has made these introductory remarks, the case will be turned over to the attorneys.

2. Opening Statements: The attorneys for both sides give opening statements in accordance with the rules for regular trials.

3. Plaintiff's Case:

- a. Witnesses are called and sworn;
- b. Direct examination followed by cross-examination and redirect examination;
- c. Exhibits are introduced; and
- d. Any stipulations or affidavits are published to the jury.

4. Directed verdict motions⁷

5. Defendant's case:

- a. Witnesses are called and sworn;
- b. Direct examination followed by cross-examination and redirect examination;
- c. Exhibits are introduced; and
- d. Any stipulations or affidavits are published to the jury.

⁶ *Id.* at section 9.

⁷ The Order provides that the parties may agree to waive any motions for directed verdict, motions to set aside the verdict, motions for additur or remittitur, or any judgment rendered by the jury. *Id.* at section 14.

6. The Special Hearing Officer has a discussion with the attorneys regarding the appropriate jury charges and verdict form outside the presence of the jury.
7. Attorneys make closing arguments.
8. The Special Hearing Officer publishes the jury charges, and the exhibits are given to the jury with the verdict form.
9. The jury deliberates in private, then returns the verdict, which is published to the parties.
10. Attorneys make any post-trial motions.

Attorneys must comply with the verdict according to any pre-trial high/low agreements.

Benefits of a Fast Track Trial

There are several benefits to a Fast Track Trial, including the following:

1. Typically, the parties can get a day certain trial;
2. The case can get resolved much faster than usual;
3. The trial process is less complicated because evidentiary issues are usually negotiated in advance, and the parties can agree to allow documents or affidavits instead of requiring live witnesses to appear;
4. Often the parties can make a high/low agreement regarding the outcome that will minimize both sides' risk of a bad verdict;
5. The parties can agree on a Special Hearing Officer that they know and trust to be fair;
6. It is a good option for cases where liability is admitted and the only issue is damages or causation; and
7. Mediation is not required in a case where the parties have agreed to a Fast Track Jury Trial.⁸

Disadvantages of a Fast Track Trial

There are some disadvantages to this type of procedure:

1. Usually there is no court reporter, so there is no transcript unless a party agrees to pay for the transcript;
2. There can be no appeal, so in complicated cases or cases where the stakes are high, it can be a better plan to go through a traditional trial to preserve the parties' rights;

⁸ *Id.* at section 4.

3. There are only six people on the jury, so the parties may feel like they lose the chance to get favorable jurors; and
4. The parties must pay for the Special Hearing Officer, unless a Circuit Court Judge agrees to be the Special Hearing Officer.

Tips for all attorneys

1. Be prepared. Just like with any type of trial, make sure that your witnesses are ready, the proper persons have been subpoenaed, your exhibits are ready, etc.
2. If there are any complicated evidentiary matters or legal matters that you know will arise, give the Special Hearing Officer advance notice about the issue that will need to be addressed. Do not surprise the Special Hearing Officer with complicated objections or issues, as that increases the chance that the Special Hearing Officer will make an incorrect ruling. If there is an issue that you know will be objectionable, explain to the Special Hearing Officer in advance that the issue will come up. Explain your position and why you are correct.
3. Try to come to an agreement with opposing attorneys on as many things as possible. Any agreements you make will save time and money for everyone.
 - a. Is liability admitted?
 - b. What medical bills or other documents can be submitted to the jury without authentication?
 - c. Are affidavits admissible from treating doctors or witnesses in lieu of live testimony?
4. Put all agreements with opposing attorneys regarding evidence, high/low agreements, and witnesses in writing, preferably with a stipulation.
5. Explain to your clients that they should treat the process with dignity and respect, as if it were a traditional trial.
6. Study the jury charges and tailor your case and presentation to the jury accordingly.
7. Have a clean and simple message that you want the jury to adopt.
8. Be reasonable; juries do not like it when attorneys lose their temper.
9. In cases where punitive damages are an issue, make an early decision on whether to bifurcate the trial. Bifurcation can complicate the process for everyone, including the Special Hearing Officer. Everyone benefits from advance notice of a requested bifurcation.

Tips for Special Hearing Officers⁹

1. Prepare the opening remarks for the jury in advance of the trial day and type them up word for word so that you have a script to follow. These opening remarks will:
 - a. introduce you as the Special Hearing Officer;
 - b. introduce the attorneys and parties;
 - c. explain how the trial will proceed;
 - d. explain the burden of proof; and
 - e. inform the jury that if they need to take a break or have questions, they can speak with the bailiff, who will notify you.
2. Select a foreperson for the jury.
3. Have copies of the *South Carolina Rules of Evidence* and *Rules of Civil Procedure* with you on the bench.
4. As a Special Hearing Officer, it is your job to make a decision on objections; be prepared to make rulings and inform the attorneys to move on if needed.
5. Have your jury charges prepared a few days before the trial. Explain to the attorneys that you have discretion to prepare the jury charges but welcome their input. Inform them that if there are specific charges that they want to suggest, they should get them to you 48 hours before the trial. Remind them to include the opposing attorney on all correspondence and communication with you.
6. The verdict form is a very important document. It is critical that you prepare it in advance and ask the attorneys whether they have any objections to the proposed form or want to request any changes.
7. After reading the jury charges and explaining the law at the end of the trial, explain the verdict form to the jury. Explain that the verdict must be unanimous and that the foreperson must sign the form once they have a unanimous verdict.
8. Following a verdict, the Clerk of Court does not enter judgment, except upon motion to the Circuit Court and a showing that the verdict has not been satisfied.

⁹ The South Carolina Bar Association has excellent resources available for the Special Hearing Officer, including “South Carolina Requests to Charge-Civil” and “Nuts and Bolts of South Carolina Substantive and Procedural Law” by The Honorable Ralph King Anderson, Jr.



South Carolina Bar

Continuing Legal Education Division

Cooperative Law

Natalie Bluestein

Tips for Adding Cooperative Principles into your Practice

Natalie Parker Bluestein, Esquire and Jamie Minster, CDFA, MBA, Divorce Financial Specialist

I. Cooperative Law Overview

- A. How it works
- B. Why it works

II. Cooperative Family Law

- A. Participation Agreement
- B. Custody issues
- C. Financial issues

III. Real Property

- A. To sell, or not to sell?
- B. Rental income
- C. Quit Claim deeds
- D. Tax ramifications

IV. Probate

- A. Meeting with beneficiaries
- B. Litigation can drain the estate
- C. Financial neutral can assist

V. Corporate Law

- A. Meeting with shareholders
- B. Strategic thinking
- C. Reduce financial impact – taxes, dividends. Capital gains

COOPERATIVE NEGOTIATION PARTICIPATION AGREEMENT

I. OVERVIEW/INTRODUCTION

This Agreement ("CNPA") is made between and ("Parties" or "Participants").

We understand the cooperative process (the "Process") and how it differs from other dispute resolution processes. Therefore, in consideration of our mutual promises, we agree to use the Process and follow the terms as set forth in this CNPA.

II. GOALS

1. Negotiation of the terms of our Marital Separation Agreement ("MSA") cooperatively, with honesty, cooperation, integrity and professionalism, geared toward ensuring the future well-being of the participants and their family members.
2. Avoiding, if at all possible, the negative economic, social, and emotional consequences to the participants – including children and other family members - of protracted litigation. Avoiding the publicity and potential harm to our child(ren) and other family members that could be caused by litigation.
3. Putting children's interests first and keeping children out of conflict.

III. THE PROCESS

In furtherance of the stated goals of this process, participants agree and promise to:

- Listen carefully to and try to understand interests of everyone in this Process;
- Treat everyone in the Process with sincere respect;
- Provide full, prompt, honest and open disclosure of all information pertinent to our case, whether requested or not, and to exchange Financial Declarations in a timely manner;
- Work to protect the privacy and dignity of all involved, including parties, our children (if any) and family members, attorneys and consultants;
- Refrain from disparaging each other to family, colleagues, mutual friends, and acquaintances;
- Engage in informal discussions, conferences and other communications with the goal of settling all issues that need to be resolved to complete our MSA.
- Engage in vigorous good-faith negotiation. Each party is expected to assert his/her own interests and our respective attorneys will help each of us to do so.
- Take a reasoned position in all disputed issues and use our best efforts to create proposals that meet the fundamental needs of both of the parties. We recognize that compromise may be needed in order to reach a settlement of all issues.
- Understand that "fair" does not always mean 50-50.
- Discuss the likely outcome of a litigated result during negotiations but refrain from using the threat of litigation as a way of forcing settlement.

IV. ROLES

We recognize that, while the attorneys share a commitment to the process described in this Agreement:

- (a) each of the lawyers has an attorney-client privilege solely with, and a professional duty to diligently represent, his or her client and not the other party;
- (b) as such, each of the lawyers may have confidential and privileged communications with his/her client; and
- (c) such communications are not inconsistent with a cooperative process.

We agree to direct all attorneys, therapists, appraisers, as well as experts and other consultants retained by us, to work in a cooperative effort to resolve issues, without resort to litigation or any other external decision-making process, except as agreed upon by participants and attorneys. If experts are needed, the parties together with their attorneys will consider retaining them jointly, ensure their payment, and share their work product.

V. FINANCIAL RESTRAINTS

We agree that commencing immediately, neither party will:

- a) borrow against, cancel, transfer, dispose of, or change the beneficiaries of any pension, retirement plan or insurance policy, or permit any existing coverage to lapse, including life, health, automobile and/or disability held for the benefit of either party without the prior written consent of the other party.
- b) sell, transfer, encumber, conceal, assign, remove or in any way dispose of any property, real or personal, belonging to or acquired by either party, without the prior written consent of the other party, except in the usual course of business or investing, payment of reasonable attorneys fees and costs, or for the necessities of life.
- c) incur any further debts that would burden the credit of the other, including but not limited to further borrowing against any credit line secured by the marital residence, or unreasonably using credit cards or cash advances against credit or bank cards or will incur any liabilities for which the other may be responsible, other than in the ordinary course of business or for the necessities of life without the prior written consent of the other.

VI. LEGAL PROCESS

Court Proceedings: Unless otherwise agreed or filed by either party prior to entering into this Agreement, no Summons and Complaint (or Supplemental Complaint) will be served or filed prior to discussion between the attorneys, nor will any other motion or document be prepared or filed with the court which would initiate court intervention without prior discussion between the attorneys and attempts to resolve the issue without litigation. As part of a final agreement, a procedure for obtaining a legal dissolution of the marriage or final disposition of other types of family law matters will be discussed and agreed upon.

Neither party nor their lawyer will use the court during the cooperative law process except as set forth in this Agreement.

Valuation Date: In recognition of the fact that the parties are by agreement delaying the date of filing of a Complaint for Separate Maintenance and Support, the parties acknowledge and agree with the intent to bind themselves and their attorneys now and in the future, that _____, shall be used by them, their attorneys, and the court in lieu of the actual date of the filing of the Complaint for determination of retroactive support, marital assets and liabilities, trust or will, or any other purpose set forth in relevant statutes and the case law interpreting same.

VII. ATTORNEYS' and PROFESSIONALS' FEES AND COSTS

Parties agree that both parties' attorneys and all agreed-upon professionals retained are entitled to be paid for their services, and one task in this matter is to ensure payment is timely made to each of them. We agree to make funds available for this purpose.

VIII. CONFIDENTIALITY

All communications among attorneys and parties exchanged within this process will be confidential and treated as settlement negotiations, which are inadmissible as evidence in court, except as to Rule 408 (attorneys' fees). However, non-privileged information which is obtained in this process and admissible shall not be rendered confidential or inadmissible because it is referred to or produced in this process.

We will treat as confidential all information about the other party's medical, psychiatric, or psychological treatment, and refrain from disclosing any such information except to our own lawyers, therapists, or others by agreement of participants.

IX. TERMINATION/ABUSE OF THE PROCESS

We will make every reasonable effort to settle our case without court intervention. However, we understand that the process cannot eliminate the irreconcilable differences that underlie the current conflict. We acknowledge that there is no guarantee that the cooperative process will be successful in resolving our case.

Each party understands that his/her attorney may withdraw from our case as soon as possible upon learning that his or her client has failed to uphold this CPNA or acted so as to undermine or take unfair advantage of the process. Such failure or abuse of the process would include the withholding or misrepresentation of information, the secret disposition of marital property, the failure to disclose the existence or the true nature of assets and/or financial obligations, or otherwise acting to undermine or take unfair advantage of this process.

To discourage either party from seeking court intervention, the parties agree to give each other no less than 15 days notice before filing any complaint, motion, or petition in court, in order to provide a "cooling-off" period that will enable the parties to reassess whether court involvement is needed. During this "cooling-off" period the parties shall make a good faith effort to resolve the matter through their attorneys and/or mediation, preferably using a mediator who is a member of the

Charleston Cooperative Family Law Association. This paragraph shall not prevent either party from seeking immediate court intervention in the event of an emergency.

Upon withdrawal of either counsel, the withdrawing attorney will promptly cooperate to facilitate the transfer of the client's file and any information needed for continued representation of the client to successor counsel.

XI. PLEDGE

Both parties and their attorneys hereby pledge to comply with and to promote the spirit and letter of this agreement, unless modified by written agreement signed by both parties and their attorneys.

Name of Party: _____
Date: _____

Name of Party: _____
Date: _____

Name of Attorney: _____
Attorney for Husband
Date: _____

Name of Attorney: _____
Attorney for Wife
Date: _____

CNPA RIDER FOR CASES INVOLVING CHILD/CHILDREN

Parties agree to make every effort to reach amicable solutions about sharing the enjoyment of and responsibility for the child(ren) that promote the children's best interests. We agree to act quickly to mediate and resolve differences related to the child(ren) to promote a caring, loving, and involved relationship between the children and both parents.

Parties acknowledge that inappropriate communications regarding their separation/divorce can be harmful to their children and other family members. Settlement issues/negotiations will not be discussed in the presence of parties' children or other family members. The parties agree not to make any changes to the residence of the child(ren) without first obtaining the written agreement of the other party, and notifying both attorneys (and child specialist/co-parenting coordinator, if applicable).

WE AGREE TO REFRAIN FROM:

1. Discussing litigation/divorce with Child(ren) [*e.g. Telling Child(ren) that we are tired because all of this discussion about separation is exhausting*] unless agreed to in writing by both parents and attorneys, or as directed by child specialist/co-parenting coordinator;
2. Disparaging the other parent or anyone associated with the other parent, *such as:*
 - a. *Telling Child(ren) that we could do X but only if the other parent agreed, and s/he hasn't agreed;*
 - b. *Telling Child(ren) that the other parent was supposed to do something and didn't;*
 - c. *Referring to the other parent using a sneering tone of voice or snide nickname.*
3. Exposing Children to overnight romantic companions.
4. Exposing Children to age-inappropriate activities or situations, such as (for non-teens):
 - a. R-rated movies/ visual programs;
 - b. Adult parties with alcohol;
 - c. _____
5. Using unprescribed prescription or illegal drugs, cigarettes, or excessive alcohol while Child(ren) is/are in our physical custody.
6. Texting while driving with Child(ren) in our car.
7. Requiring clinical mental health professionals to be deposed, produce documents, or appear in court.
8. _____

Name of Party: _____
Date: _____

Name of Party: _____
Date: _____

CNPA AGREEMENT FOR PRODUCTION OF INFORMATION

An integral part of the cooperative process is voluntary and timely production of requested information. Therefore, we agree to provide the following information by the dates indicated:

ITEM	PARTY/PARTIES			
	DATE RANGE	TO PRODUCE	DUE DATE	NOTES
Tax returns				
Bank (NAME) statements				
Bank [NAME] statements				
Bank [NAME] statements				
Credit card [NAME] statements				
Credit card [NAME] statements				
Credit card [NAME] statements				
Mortgage [NAME] statements				
Appraisal of [PROPERTY]				
Appraisal of [PROPERTY]				
Retirement Account [NAME] statements				
Retirement Account [NAME] statements				
Retirement Account [NAME] statements				
Investment Account [NAME] statements				
Sworn Financial Declarations				

Name of Party: _____
Date: _____

Name of Party: _____
Date: _____

OUTLINE of PRESENTATION

- **Overview of Cooperative Law**
- **Ethical considerations from outset**
- **Walking through the Cooperative Process – Ethical practice**



OVERVIEW of COOPERATIVE LAW

- 1. Flips traditional model upside down**
- 2. Cooperative v Collaborative**
- 3. Can enter the process any time during a case and can end the process as set forth in Cooperative Negotiation Participation Agreement (CNPA)**
- 4. CPNA is an agreement for start of process incorporates typical TCO provisions, among other provisions:**
 - A. Restraints**
 - B. Valuation date**
 - C. Deadlines**
 - D. Confidentiality**
 - E. Production of Documents**
 - F. Rider for cases involving children**



Cooperative law is simple, private and trendy!

- Jada Pinkett and Will Smith (<https://www.youtube.com/watch?v=4O8qJNQurQ0>)
 - (Minute 2-2:40)
- Many couples want to keep things private/ below the radar until they figure out how to work out their business entanglements and/or parenting plans
- Cooperative does not mean simple!
 - Cooperative means that a complicated case can be made simpler (and less costly)
 - Put resources into common resolution rather than fighting
- Sophie Turner and Joe Jonas - <https://www.youtube.com/watch?v=M3qf4RYVq5Y>
 - (Start til 44 secs)



Ethical considerations from the outset -- Initial Consult

- **SCRPC 1.18** – Duties to prospective client - Avoiding Conflicts
- **SCRPC 1.2** - Limited (or non-limited) scope of representation
- **SCRPC 1.6** – Confidentiality
- **SCRPC 2.1 (cmt 5)** – Duty to inform of DR alternatives



The CNPA / Cooperative Law as a Highly Ethical Practice

- *Page 1 –*
 - **INTRODUCTION**
 - **SCRPC 1.2(a) and (c)** – Scope/ Waiver
 - **GOALS**
 - **SCRPC 3.4** – Fairness to opposing party and counsel
 - **SCRPC 4.4** - Respect for rights of third persons
 - **PROCESS**
 - **SCRPC 1.4** - Communication
 - **SCRPC 3.4** – Fairness to opposing party and counsel



CNPA, cont'd (page 2)

- **ROLES –**

- **SCRPC 2.1** – Advisor
- **SCRPC 1.4** – Communication
- **SCRPC 1.6** – Confidentiality

- **FINANCIAL RESTRAINTS**

Note: This language is based on typical Temporary Order restraints

- **SCRPC 1.3** – Diligence
- **SCRPC 2.1** – Advisor



CNPA, cont'd (pages 2-3)

LEGAL PROCESS - SCRPC 1.3:

- A lawyer should pursue a matter on behalf of a client despite opposition, obstruction or personal inconvenience to the lawyer, and take whatever **lawful and ethical measures are required to vindicate a client's cause or endeavor**. A lawyer must also act with commitment and dedication to the interests of the client and with zeal in advocacy upon the client's behalf. **A lawyer is not bound, however, to press for every advantage that might be realized for a client. For example, a lawyer may have authority to exercise professional discretion in determining the means by which a matter should be pursued.** See Rule 1.2 [scope]. The lawyer's duty to act with reasonable diligence does not require the use of offensive tactics or preclude the treating of all persons involved in the legal process with courtesy and respect. [emphases added]



CNPA, cont'd (page3)

- **FEES and COSTS for PROFESSIONALS**

- **SCRPC 2.1 (cmt 4)** – Referrals to helping professionals

- **CONFIDENTIALITY**

- **SCRPC 1.6(a) & (b)** – Client is informed and agrees to certain disclosures

- **PROCESS FOR TERMINATION**

- **SCRPC 4.1** – Truthfulness in statements to others
 - **SCRPC 1.3 (cmt. 1, 4)** - No offensive tactics, possible termination of atty-client relationship



CNPA, cont'd (page 5)

- **RIDER FOR CHILDREN**

Note: The rider contains essentially the same format and content as that used in most Temporary Orders

- **SCRPC 2.1 (cmt. 2):** Although a lawyer is not a moral advisor as such, moral and ethical considerations impinge upon most legal questions and may decisively influence how the law will be applied.
- **SCRPC 4.4(a):** In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person,



CNPA, cont'd (page 6)

- **AGREEMENT FOR PRODUCTION OF INFORMATION**

Note: This is an outline for informal discovery

- **SCRPC 1.3 – Promptness:**

- **Cmt. 2:** A lawyer's work load must be controlled so that each matter can be handled competently.
- **Cmt. 3:** Perhaps no professional shortcoming is more widely resented than procrastination. A client's interests often can be adversely affected by the passage of time or the change of conditions... Even when the client's interests are not affected in substance, however, unreasonable delay can cause a client needless anxiety and undermine confidence in the lawyer's trustworthiness.

- **SCRPC 3.4 – Fairness to Opposing Party and Counsel:** A lawyer shall not: ...
(d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party.



CONCLUSIONS

- Cooperative Law involves and requires zealous advocacy.
- C.L. is highly ethical process when both attorneys and both clients are committed to its principles. Can be terminated if abused.
- Not all cases can be resolved cooperatively.
- Like mediation, cooperation is often beneficial to both parties, even if a case is not ultimately resolved through this process.
- For more information about Cooperative Law:
 - See CCFLA website: <https://charlestoncooperativefamilylaw.org>

