

**ADR Insights on Business Divorces: You Can Go Your Own Way**  
**(Part 9 of 9)**

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*You can go your own way, go your own way.*  
(Fleetwood Mac's Go Your Own Way)  
(Written by Lindsey Buckingham)

This is the last in the “*Breaking Up is Hard to Do*” nine-part series exploring dispute resolution for business divorces.

After working through emotions, grief, and valuation, if unable to reconcile, then business partners must go their own way. The form of separation varies widely. There may be a buyout, a separation with a division of the assets or operations, a liquidation and dissolution, or anything in between.

Things to consider when negotiating the form of separation include whether to have a clean break or some ongoing connection, forms of compensation, issuance of promissory notes or preferred or nonvoting stock, treatment of personal guaranties, assumption or satisfaction of liabilities, covenants not to compete, consulting arrangements, license agreements, nondisclosure agreements, and retirement and healthcare benefits.

Regardless of the form of separation, ultimately, the goal is closure. Closure moves the parties from uncertainty to certainty of outcome. Closure allows former co-owners to put behind them the pain, shame, or anger that led to this moment. Closure puts an end to the mental distraction, emotional toll, time drain, and financial expense of the business divorce. Closure allows former business partners to move into the future and let go of the past conflict.

The economic outcome of the separation may be calculable, but the intrinsic value of closure can be priceless. With closure, the former business partners can indeed go their own way.



*Disclaimer: “You’re So Vain, You Probably Think This Song is About You” (written and sung by Clary Simon). Please note that this series is drawn from over 30 years of experience as counsel or neutral in business separations, reconciliations, and divorces. Nothing in this series is based on any specific dispute in which I have been involved. In addition, nothing contained herein constitutes legal advice nor does it create a professional relationship.*