THE FLORIDA BAR
ALTERNATIVE DISPUTE RESOLUTION SECTION
NEWS & TIPS

MEAH TELL, CHAIR • ROBERT A. COLE, CHAIR-ELECT
14TH EDITION • SPRING 2017

CHRISTINA MAGEE, EDITOR

Chair's Message


Meah Tell

Kudos to Newsletter Editor Chris Magee for all of her hard work compiling a very interesting and informative newsletter.

I would like to clarify the recent e-mail you received regarding the two motions which were passed by our Executive Council. The Florida Supreme Court ADR Rules and Policy Committee proposes rule changes to the Florida Supreme Court that relate to mediators. Our Executive Council was made aware of concerns regarding mediators who are intentionally not following Part II of the Standards of Professional Conduct in the Florida Supreme Court's Rules for Certified and Court Appointed Mediators. We were also made aware that the Florida Supreme Court ADR Rules and Policy Committee was considering the issue of mandatory certification for mediators who are mediating cases filed in the state courts. We sent out a survey to our members seeking your opinions regarding these issues and received a high response rate. The motions which the Executive

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Early Neutral Evaluation As An Alternative to Evaluative Mediation

By Lawrence H. Kolin, Esq., Orlando

***Lawrence H. Kolin** is a Federal and Supreme Court of Florida Certified Circuit-Civil and Appellate Mediator with Upchurch Watson White & Max Mediation Group in Orlando*

Elsewhere in the United States, Early Neutral Evaluation (ENE) is evolving as an effective form of ADR, given the continued high cost of litigation. This process, which matured on the West coast, is a corollary of mediation that puts the neutral in the role enhancing direct communication between the parties about their claims and supporting evidence. ENE can provide an assessment on the merits of the case by a neutral expert in an early reality check for clients and lawyers alike. This helps to identify and clarify the central issues in dispute, assist with discovery (including E-discovery) and can streamline case management.

Early Neutral Evaluation can:

- *Enhance direct communication between the parties about their claims and supporting evidence;*
- *Provide an assessment of the merits of the case by an experienced legal neutral, amounting to a reality check for clients and lawyers;*
- *Identify core issues in dispute while assisting with discovery planning (including electronically stored information); and*
- *Facilitate settlement discussions when requested by the parties before the evaluation.*

A court-appointed neutral with expertise in the subject matter typically hosts an informal meeting of clients and counsel, once the parties request ENE. Following presentations consisting of a confidential exchange of factual information, the evaluator identifies areas of agreement, clarifies the issues and encourages the parties to enter into any stipulation or agreement that is feasible, including settlement. The neutral case evaluator has no power to impose settlement and may not force a

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"CHAIR'S MESSAGE" *from page 1*

Council passed were aspirational and based in large part upon the survey responses we received. The motions were passed SOLELY to be sent to the ADR Rules and Policy Committee for their consideration. The Executive Council does not intend to apply to the Florida Supreme Court to consider the motions which were passed, rather, they were meant to be of assistance to the ADR Rules and Policy Committee.

As indicated by Susan Marvin, Chief of the Florida Dispute Resolution Center in the Office of the State Court Administrator, who provides administrative support to the Florida Supreme Court ADR Rules and Policy Committee:

"Regarding the motions by the ADR Section with proposed amendments to the Florida Rules for Certified and Court-Appointed Mediators:

Prior to the filing of a rules petition with the Florida Supreme Court, the Committee on ADR Rules and Policy will publish any proposed rules for comment by The Florida Bar ADR Section, other ADR organizations and the public."

As always, please keep our Executive Council informed about any concerns, issues, and pending legislation that relates to Alternative Dispute Resolution so that we can best serve the needs of our section members and the Florida Bar.

Meah Tell
Chair, ADR Section

News & Tips is a publication of The Alternative Dispute Resolution Section of The Florida Bar. Statements of opinions or comments appearing herein are those of the contributing authors, not The Florida Bar or the ADR Section.

Note: Newsletter editor Christina Magee is soliciting articles for the Summer edition of the ADR News & Tips. All articles should be submitted to cmagee@brevardmediationservices.com by May 31, 2017.

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"EARLY NEUTRAL EVALUATION"

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party to accept any proposed terms. The parties' formal discovery, disclosure and motion practice rights are fully preserved. The confidential evaluation is non-binding and is not shared with the trial court. If no settlement is reached, the case remains in litigation, but likely with the litigants better informed as to the risks, amount of work still necessary and the monetary estimate of continuing toward trial. A recent publication from the American Bar Association on ENE thoroughly outlines[1] the process based on the trendsetting federal local rules of California's Northern District.[2] ENE aims to position cases for early resolution, serving as a cost-effective substitute for formal discovery and pretrial motions.[3]

The California court describes the process[4] as compact presentations and supporting arguments (without rules of evidence and without direct or cross-examination of witnesses). The evaluator may cause parties to enter procedural and substantive stipulations, though there are limitations on authority.[5] The evaluator then prepares a private evaluation that includes a realistic cost estimate, the likelihood of liability with a dollar range of damages, and an assessment of the relative strengths and weaknesses of each side. There are special provisions for intellectual property cases.[6]

However, before the evaluator presents the evaluation to the parties, an option of mediation exists. Parties can ask either to hear the evaluation (which must be presented if any party requests it), or postpone the evaluation to engage in settlement discussions facilitated by the evaluator, as mediator. If settlement discussions do not ultimately resolve the case, the evaluator may help the parties devise a plan for sharing additional information and/or conducting focused discovery that may result in later meaningful settlement discussions or position the case for resolution by motion or trial.

ENE is a proactive process that provides incentive for litigants by saving money and time. For the many cases in which shared information at the outset is not sufficient to support productive settlement discussions, ENE enables parties to identify the most important disputed issues in their case, both factual and legal. Additionally, it prompts parties to understand better the support for their respective positions on those issues, to narrow discovery and motion practice, and to explore prospects for settlement before spending significant sums getting to a more traditional pretrial mediation.

ENE can promote efficiency that will likely reduce court dockets, if judges consider including ENE among their offerings in managing civil cases. ENE is, of course, nonbinding and confidential and should be utilized before significant motion activity and discovery have been undertaken. An ENE session is not recorded and parties decide for themselves what to include in their presentations. Opposing parties are given an opportunity to respond and the evaluator may recap in order to correct misunderstandings or allow additional material for consideration. The evaluator identifies common ground and encourages parties not to waste resources on tangential matters.

As mentioned, though the evaluator has no power to force the parties to proceed, they may agree to convert the ENE session into mediation. Through mediation, the evaluator can explore whether the parties are able to reach a settlement, or at least can help position them to reach an agreement. The evaluator offers to help overcome the obstacles to settlement that the process has revealed. ENE, much like pre-suit mediation, provides an incentive for lawyers, parties, and claims adjusters to evaluate earlier than they otherwise might. ENE eliminates expense of conventional discovery and motion practice and enables clients to participate more directly, understanding their exposure and settlement options at the outset of a case. ENE can occur before expectations are too high and parties become entrenched in positions because of time and money already spent litigating. Finally, ENE can improve satisfaction with the civil justice system, making self-determination evident as an early option to end litigation. Perhaps, along with other forms of ADR being tried in Florida, ENE can be employed in cases that warrant efficient dispute resolution.

Endnotes

1 Brazil, Wayne D., *Early Neutral Evaluation*, ABA Press, Chicago (2012) - http://bit.ly/y49Y1u

2 ADR Local Rule 5, Early Neutral Evaluation, U.S. District Court, Northern District of California (2012) - http://www.cand.uscourts.gov/ene

3 See Id. at ADR L.R. 5-1, 5-8

4 See Id. at ADR L.R. 5-1, 5-11

5 See Id. at ADR L.R. 5-13

6 See Id. at ADR L.R. 5-9

We Want You!

Please attend the following ADR Section events during The Florida Bar 2017 Annual Convention in Boca Raton, June 21-24, 2017, Boca Raton Resort & Club.

Thursday, June 22, 2017

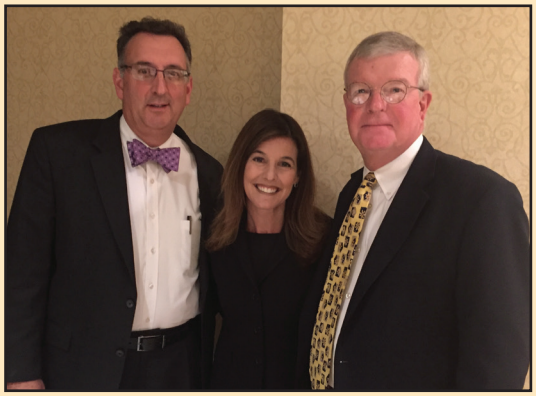
- 10:00am – 12:00pm CLE 2513R - **Escalation Clauses in Cross-Border Dispute Resolution: Why Your Client Wants Mediation**
- 1:00pm – 4:00pm CLE 2521R - **Mediation & Arbitration CLE: Tips for Improving your Practice and Performance**
- 6:30pm – 7:30pm **ADR Section Membership Reception**

Friday, June 23, 2017

- 9:00am – 12:00pm **ADR Section Executive Council Meeting**

NEWS & NOTES

Advanced Mediation Practice: Casting Light on the Dark Art of Mediation



At the Mid-Year Bar Meeting in January 2017 at Gaylord Palms in Orlando, the ADR Section and the Trial Lawyers Section teamed up to present a continuing education seminar on "The Dark Art of Mediation." If you are looking for an informative and high-level substantive training as part of your Continuing Education, check out this presentation, which will remain available through the Bar for the next 18 months.

(L to R): David Henry, Orlando, Mindy McLaughlin, Tampa, and Robert Cole, Jacksonville, Co-Presenters at the Jan. 26, 2017 CME at the Mid-Year Bar Meeting at Gaylord Palms titled "Casting Light on the Dark Art of Mediation"

ADR Section Liaisons

Beginning in June of 2016, the ADR Section formed a Liaison Committee chaired by ADR Section Treasurer, Michelle Jernigan. Identified below are the names of the Committee members, with their liaison sections. The Committee was formed for the purpose of working with other Florida Bar Sections to promote awareness of the ADR Section, to provide jointly sponsored seminars and webinars, and to serve as an ADR resource to members of other Florida Bar sections. The effort has been met with interest by the International Law Section, the Trial Lawyer's Section and the Animal Rights Section. Each of these Sections has embraced the idea of jointly sponsored seminars. Notably, The Trial Lawyer's Section and the ADR Section are presenting a seminar at the Mid-Year meeting of The Florida Bar entitled "Advanced Mediation Practice: Casting Light on the Dark Art of Mediation." In June of 2017, the International Law Section is co-sponsoring a seminar with the ADR Section entitled "Escalation Clauses in Cross Border Dispute Resolution: Why your Client Wants Mediation." Likewise, efforts are underway to co-sponsor a seminar with the Animal Rights Section of the Florida Bar.

ADR Liaison Committee		
Lori Adelson	Employment	ladelson@workplacelaw.com
Ricardo Cata	International Law	rcata@uww-adr.com
Aaron Horowitz	Business Law	ahorowitz@gunster.com
Bob Hoyle	Real Property Probate & Trust	bhoyle@hoylefirm.com
Lawrence Kolin	Entertainment/Arts & Sports	Lkolin@uww-adr.com
Michael Lax	ADR Rules and Policy Committee	mhlax@laxpa.com
Sandy Myers	Family	sandymyersmediation@gmail.com
Meah Tell	YLD	meahtell@gmail.com
Kim Torres	Diversity	kim@flmpro.com

Looking for CLE/CME Credits?

The ADR Section has a growing collection of recent CLE/CME presentations. The recordings in our CLE/CME library include:

- Mediation Conflicts of Interest: Ethical Traps for the Unwary (1.0 hrs) - presented by D. Robert Hoyle, Attorney and Mediator
- Practical and Ethical Issues Involving ADA Court-Ordered Mediation (1.5 hours Diversity/1.0 hrs. Ethics) - presented by Jeanne Chipman, Court Operations Analyst, Brevard County Court Administration and Philip Fougerouse, Attorney, Mediator and former County Court Judge, 18th Judicial Circuit
- Mediation and Domestic Violence: Negotiating a Path Through the Storm (1.0 hrs DV) - presented by James Haggard, Staff Attorney, Brevard Legal Aid
- The Oracle Speaks: Appellate Mediation Unveiled (4.0 hours, 1.0 Ethics) – presented by Judges from the 5th DCA and Seventh Judicial Circuit in conjunction with current Appellate experts and Appellate Mediators
- Arbitration, Effective Joint Opening Sessions, and Ethical Issues for Mediators and Attorneys (3.0, 1.0 Ethics)
- A Prescription for A Successful Employment Discrimination Law Mediation (1.0 hrs)
- Confidentiality and Privilege in Mediation: Getting Back to the Basics, Arbitration A to Z (3.5 hrs.)

To order the webinars, go to http://tfb.inreachce.com and then click on “Alternate Dispute Resolution.” (If the link doesn’t open automatically, copy the address and place in the search bar of your browser.)

Remember – CLE credits are pre-approved while CME credits are self-reporting. Audio CMEs do not expire provided the information contained in them remains relevant. Previously recorded CMEs can be used to fulfill CME requirements as long as the materials are used during the renewal period time-frame.

Arbitration Case Law Update

By Donna Greenspan Solomon

D. SOLOMON

The following are recent cases of interest regarding arbitration issues: *Estate of Novosett v. Arc Villages II, LLC*, No. 5D14–4385 (Fla. 5th DCA Mar. 11, 2016). Arbitration agreement containing limitation of liability provision, placing a cap on non-economic damages and precluding the recovery of punitive damages, is against public policy and unenforceable. Provision was not severable, despite severability provision, because it constituted the "financial heart" of the arbitration agreement. Previously, in *Gessa v. Manor Care of Florida, Inc.*, 86 So. 3d 484, 489 (Fla. 2011), the Florida Supreme Court had held that a similar limitation of liability provision violated public policy and was not severable. However, the arbitration provision in Gessa did not contain a severability provision. Accordingly, Novosett certified the following question as one of great public importance: DOES THE COURT'S HOLDING IN *GESSA V. MANOR CARE OF FLORIDA*, 86 So.3d 484 (Fla.2011), CONTROL WHERE, AS HERE, THE CONTRACT CONTAINS A SEVERABILITY CLAUSE?

Reyes v. Claria Life & Health Ins. Co., No. 3D15–1840 (Fla. 3d DCA Mar. 16, 2016). Where a valid and enforceable forum selection clause provides for mandatory and exclusive jurisdiction in a different jurisdiction, trial court errs in addressing merits of motion to compel arbitration.

Florida Holdings III, LLC v. Duerst ex rel. Duerst, No. 2D15–1486 (Fla. 2d DCA Mar. 11, 2016). A party seeking to avoid arbitration on grounds of unconscionability must show that the agreement to arbitrate is both procedurally and substantively unconscionable. Procedural unconscionability focuses on the manner in which the contract containing the arbitration agreement was made and asks "whether the complaining party had a meaningful choice at the time the contract was signed." Relevant factors of procedural unconscionability include (1) whether the party resisting arbitration had a realistic opportunity to bargain over the provision (or conversely, whether the terms were presented on a take-it-or-leave-it basis) and (2) whether the party resisting arbitration had a reasonable opportunity to understand the terms of the contact (or conversely, whether the terms were concealed, minimized, or buried in fine print). Substantive unconscionability focuses on the terms of the contract and requires a court to determine "whether the contract terms... are so outrageously unfair as to shock the judicial conscience." A substantively unconscionable contract term is one that "no man in his senses and not under delusion would make . . . and . . . no honest and fair man would accept."

Wells v. Halmac Dev., Inc., No. 3D15-1081 (Fla. 3d DCA Apr. 13, 2016). Trial court abused its discretion in failing to award section 57.105 attorney's fees where party's counsel knew or should have known that party did not have any reasonable basis in law to seek an order from the trial court declaring party to be the prevailing party contrary to the express determination of the arbitrator.

American Management Services & Fedorak v. Merced, 186 So. 3d 612 (Fla. 4th DCA 2016). Where employee and employer disputed in sworn statements as to whether employee had executed arbitration agreement, the trial court erred in denying motion to compel arbitration pending further discovery without setting an expedited evidentiary hearing.

Cox v. Village of Tequesta, 185 So. 3d 601 (Fla. 4d DCA 2016). Requirement that trial court determine, in considering statutory action to compel arbitration, whether employee "waived" right to arbitration, did not permit trial court to consider whether employee timely invoked key parts of arbitration agreement.

Ross v. Prospectsplus!, Inc., 182 So. 3d 802 (Fla. 2d DCA 2016). Order confirming arbitration award is not a final, appealable order when no final judgment has been entered.

A.K. v. Orlando Health, Inc., 186 So. 3d 626 (Fla. 5th DCA 2016). An arbitration agreement violates the public policy where it fails to adopt the statutory provisions required by Florida's Medical Malpractice Act, chapter 766. Conflict certified with *Santiago v. Baker*, 135 So.3d 569 (Fla. 2d DCA 2014).

Glasswall, LLC v. Monadnock Const., Inc., 187 So. 3d 248 (Fla. 3d DCA 2016). The arbitrator, not the court, will decide the issue of arbitrability where the arbitration agreement includes clear and unmistakable evidence that the parties intended to submit the issue to an arbitrator, even where there is no specific language to that effect.

MuniCommerce LLC v. Navidor, Ltd. (Sic), 184 So. 3d 635 (Fla. 4th DCA 2016). For a waiver provision in an arbitration agreement to be unenforceable as unconscionable, provision must show at least a modicum of both procedural and substantive unconscionability.

Am. Mgmt. Services, Inc. v. Merced, 186 So. 3d 612 (Fla. 4th DCA 2016). Where question of fact exists as to making of arbitration agreement, it is error to deny motion to compel arbitration pending further discovery without setting motion for expedited hearing.

A.K. v. Orlando Health, Inc., 186 So. 3d 626 (Fla. 5th DCA 2016). Arbitration agreement failing to adopt the necessary statutory provisions of the Medical Malpractice Act violates public policy. Conflict certified with *Santiago v. Baker*, 135 So.3d 569 (Fla. 2d DCA 2014).

Reyes v. Claria Life & Health Ins. Co., 190 So. 3d 154 (Fla. 3d DCA 2016). Once court determined that another state had exclusive jurisdiction, it should have dismissed action, not compelled arbitration.

Wells v. Halmac Dev., Inc., 189 So. 3d 1015 (Fla. 3d DCA 2016). Property owners entitled to attorney's fees as

sanctions in defending arbitrator's determination that there was no prevailing party in resolution of contract lien dispute where contractor's president presented no colorable claim in challenging determination.

McKenzie Check Advance of Florida, LLC v. Betts, 191 So. 3d 530 (Fla. 4th DCA 2016) ("McKenzie III"). The Florida Supreme Court, in *McKenzie Check Advance of Fla., LLC v. Betts*, 112 So.3d 1176 (Fla. 2013) (*"McKenzie II"*), did not merely hold that the FAA preempts invalidation of a class action waiver on public policy grounds. McKenzie II also held that the arbitration provision expressly prohibited class arbitration, thereby precluding plaintiffs from re-litigating that issue before the arbitrator.

Sovereign Healthcare of Tampa, LLC v. Estate of Schmitt ex rel. Schmitt, 195 So. 3d 1175 (Fla. 2d DCA 2016). Personal representative of nursing home resident's estate not bound by arbitration agreement where resident did not sign nursing home agreement and wife was not authorized to sign on his behalf.

Klemish v. Villacastin, 41 Fla. L. Weekly D1635 (Fla. 5th DCA 2016). Arbitration agreement between patient and hospital that incorporated only some provisions of the Medical Malpractice Act was unenforceable as against public policy.

Meridian Pain & Diagnostics, Inc. v. Greber, 197 So. 3d 153 (Fla. 3d DCA 2016). Anesthesiologist's express insistence on arbitrating patient's claims necessarily waived and obviated the otherwise applicable presuit notice and investigation requirements.

All S. Subcontractors, Inc. v. Amerigas Propane, Inc., 41 Fla. L. Weekly D1859 (Fla. 1st DCA 2016). Propane seller could not compel arbitration where commercial customer did not assent to arbitrate claims occurring two years before document containing arbitration clause was mailed to customer as part of bulk mailing.

Balaguer v. Physicians for the Hand, LLC, 199 So. 3d 375 (Fla. 3d DCA 2016). Record insufficient for appellate review of doctor's claim that arbitrator exceeded authority and denied doctor due process where doctor failed to provide transcript of arbitration hearing, and arbitrator's award and order denying reconsideration, and trial court's judgment confirming award, provided no basis to conclude that the issues were actually raised and preserved.

Autonation, Inc. v. Susi, 199 So. 3d 456 (Fla. 4th DCA 2016). The reasonable duration of a car dealership's arbitration agreement is the duration of the parties' relationship over the car at issue.

Olson v. Florida Living Options, Inc., 41 Fla. L. Weekly D2111 (Fla. 2d DCA Sept. 9, 2016). Negligence and breach of duty claims against skilled nursing facility (SNF) did not fall within scope of arbitration agreement contained in lease between resident and assisted living facility (ALF), although SNF and ALF were located in same retirement community, they had same administrator, and same company was sole member of both SNF and ALF, where SNF and ALF were separate facilities with separate admissions procedures, arbitration agreement named ALF as facility to which agreement applied, and separate contract, which neither contained nor referenced arbitration agreement, was entered into when resident was admitted to SNF.

Cirrus Holdings USA, LLC v. Welch, 199 So. 3d 558 (Fla. 4th DCA 2016). Trial court was required to determine whether there was an enforceable agreement to arbitrate between former employee and employer, and if so, to stay employee's lawsuit against employer and order the parties to arbitrate, even though employer used a motion to dismiss to argue that employee failed to comply with the contractual arbitration clause instead of filing a motion to compel arbitration.

Mendez v. Hampton Court Nursing Ctr., LLC, 41 Fla. L. Weekly S394 (Fla. Sept. 22, 2016). Third party beneficiary doctrine did not bind nursing home resident to arbitration clause in admission agreement signed by his son; abrogating *Alterra Healthcare Corp. v. Estate of Linton ex rel. Graham*, 953 So.2d 574 (Fla. 1st DCA 2007).

Donna Greenspan Solomon *is one of two attorneys certified by The Florida Bar as both Business Litigator and Appellate Specialist. Donna is a Member of the AAA's Roster of Arbitrators (Commercial Panel). She is a FINRA-Approved and Florida Supreme Court Qualified Arbitrator. She is also a Certified Circuit, Appellate, and Family Mediator.*

Editor's Note: In this new feature suggested by one of our Section Members, we are asking the former Chairs of the ADR Section to give us a brief insight into what they've read or continue to read that has a significant impact on how they operate as mediators. The inaugural presenter is D. Robert Hoyle, the Immediate Past Chair of the ADR Section.

A Major Influence

D. Robert Hoyle, 2015-2016 ADR Section Chair

The Book of Proverbs has influenced me personally and as a mediator. I have a small book called "The Living Proverbs" that belonged to my great-grandmother. The book has small snippets of statements from Proverbs that I find give me guidance as a mediator, as a person and, most importantly, as a parent. For example, there is the statement that if two wealthy men have a dispute, the best way to resolve it is to draw lots; in other words, roll dice and the winner of the roll is the winner of the dispute. I consider this a good analogy to what we as mediators suggest to parties in a lawsuit as to the costs of litigation. Another phrase is that a man without self-control is as defenseless as a city with broken walls. I use this to counsel my son and daughter on the need to stay disciplined in their lives. Proverbs offers common sense guidance advice that is as relevant today as it was when it was written.

The Practice Resource Institute

The Florida Bar's most comprehensive resource for running your law practice.

The Florida Bar's Practice Resource Institute is designed to help Florida lawyers with law office operations and to assist members' use of technology. This new digital resource is available on The Florida Bar's website, where members can:

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www.floridabar.org/PRI

8221001 Item Number

Membership Application for
The Florida Bar
Alternative Dispute Resolution (ADR) Section

Name: _____Bar #:_____(Required)

Name of Firm: _____

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Office Phone: _____ Office Fax: _____

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Complete this form and return with your check payable to "THE FLORIDA BAR" in the amount of $35.

Send form and check to:

The Florida Bar
ATTN: Gabby Tollok
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Tallahassee, Florida 32399-2300

Or pay $35 by credit card by faxing the completed form to Fax # (850) 561-9404.

Type of Card: ❑ MasterCard ❑ Visa ❑ American Express ❑ Discover

Credit Card #: _____ Exp Date: _____

Name on Credit Card: _____

Signature of Card Holder: _____

Mail your application today!

(Please Note: The Florida Bar dues structure does not provide for prorated dues. Your Section dues cover the period of July 1 to June 30.)

The Florida Bar
Alternative Dispute Resolution (ADR) Section

Alternative Dispute Resolution (ADR) Section

Organized 2010

The Alternative Dispute Resolution (ADR) Section was designed to provide a forum for lawyers interested in alternative dispute resolution and to share common interests, ideas and concepts. The Section will provide continuing legal education as well as be a central source for either advocacy or communications and deal with all forms of alternative dispute resolution.

Membership Eligibility:

Any member in good standing of The Florida Bar interested in the purpose of the Section is eligible for membership upon application and payment of this Section's annual dues. Any member who ceases to be a member of The Florida Bar in good standing shall no longer be a member of the Alternative Dispute Resolution Section.

Affiliate Members. The executive council may enroll, upon request and upon payment of the prescribed dues as affiliate members of the section, persons who are inactive members of The Florida Bar and who can show a dual capacity of interest in and contribution to the section's activities. The purpose of affiliate membership is to foster the development and communication of information between arbitrators, mediators, and the people who often work with arbitration and/or mediation lawyers. Affiliate members must not encourage the unlicensed practice of law. The number of affiliates will not exceed one-half of the section membership. "Affiliate" or "affiliate member" means an inactive member of The Florida Bar. Affiliate members have all the privileges accorded to members of the section except that affiliates may not vote, hold office, or participate in the selection of officers or members of the executive council, or advertise affiliate membership in any way. Affiliates may serve in an advisory nonvoting capacity which the executive council may from time to time establish in its discretion. Affiliate members will pay dues in an amount equal to that required of section members.

The purposes of the Section are:

a. To provide an organization within The Florida Bar open to all members in good standing in The Florida Bar who have a common interest in Alternative Dispute Resolution.

b. To provide a forum for discussion and exchange of ideas leading to an improvement of individual ADR skills and abilities, both as a participant and as a neutral.

c. To assist the Courts in establishing methods of expeditious administration of mediations by making formal recommendations to the Supreme Court Committee on Alternative Dispute Resolution Rules and Policy.

d. To assist members of The Florida Bar who generally desire to increase their effectiveness as ADR participants.

e. To keep the membership informed and updated regarding legislation, rules, and policies in connection with mediation and other ADR processes and the responsibilities they impose on mediator and arbitrator members (as well as other ADR professionals who may ultimately be included).

f. To provide a forum for the educational discussion of ethical considerations for ADR participants.

Membership Information:

Section Dues $35

The membership application is also available on the Bar website at www.floridabar.org under "Inside the Bar," Sections & Divisions.

8221001 Item Number

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