Alternative ADR Dispute Resolution Section of The Florida Bar

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News & Tips

Robert A. Cole, Chair • Christina Magee, Chair-elect

15th Edition • Winter 2018

Christina Magee and Michelle Jernigan, Co-Editors

A Message from Your Chair

Robert A. Cole

As we move into the New Year I am excited about the progress made by the ADR Section and the prospects of our continued success in 2018. Our Section membership has grown to 950 ADR practitioners, and continues to enjoy an active and strong leadership. I will continue to serve as Chair until June of 2018 when I turn over the reins to Chris Magee, Chair-Elect. Serving alongside her on the Executive Council are Kim Torres (Secretary), Michelle Jernigan (Treasurer) and Meah Tell (Immediate Past Chair).

One of the highlights of this year was the Section retreat held at the Hutchinson Shores Resort in November, 2017. The main topic for the retreat was long-range planning for the Section. ***Our mission is to advocate for, and educate the Bar and the public about, all forms of dispute resolution.*** To effectively accomplish this goal it is important that we function in a way that best serves the needs of our Section members. This means staying abreast of proposed legislation that impacts ADR, offering meaningful CME/CLE opportunities and keeping

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Update on the UNCITRAL Convention on Enforcement of International Settlement Agreements

By: Ricardo J. Cata, Mediator and Arbitrator, Upchurch, Watson, White & Max
rcata@uww-adr.com, www.uww-adr.com

On June 2, 2014, the United States proposed to the United Nations Commission on International Trade Law (UNCITRAL) a Convention on International Mediation and Conciliation (Future Work for Working Group II, U.N. Doc. A/CN.9/822) on the enforcement of international settlement agreements resulting from conciliation. “Conciliation” is defined by the Working Group II (WG II) as “… the process … whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person … lacking authority to impose a solution … to the dispute.” The WG II (Dispute Settlement) is composed of all sixty member countries of the commission, mainly countries from North, Central and South America; Western and Eastern Europe; Asia; and the Middle East. Also, states not members of the commission and international government organizations may attend the sessions of the WG II as observers and participate in the deliberations; invited

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Crushing It At Mediation!

By: David Henry, Esquire, Marshall Dennehey
dwhenry@mdwcg.com

There is little doubt that mediation will continue to be a frequent, if not mandatory, feature of dispute resolution in circuit and district court. The title for this article reflects the notion that mediation does not get the same attention nor command the sort of reverence that trial evokes. Nobody comes back from a hard day of mediation and says "I crushed it today!" Recognizing only 2-3 percent of filed civil cases go to trial, and that the remaining overwhelming majority of cases go to mediation, one should learn how to "crush it" at mediation as that is where the case is likely to end. Great mediation advocacy is harder to learn because there are little or no feedback mechanisms. Trial is a public spectacle and there is a written record. Mediation occurs in the quiet sequester of a black box where almost all words and actions are hidden from view by privilege and

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"A MESSAGE FROM YOUR CHAIR" *from page 1*

our membership apprised about all things ADR. The retreat was a huge success! We had live or telephone attendance by a majority of our Executive Council members, as well as representatives of the Florida Bar Board of Governors, the Dispute Resolution Center and the ADR Rules and Policy Committee.

The Section has offered numerous CME/CLE opportunities to Bar and Section members over the past year. Some of our recent offerings have been:

"Advanced Mediation Practice; Casting Light on the Dark Art of Mediation"

"Escalation Clauses in Cross Border Dispute Resolution: Why Your Client Wants Mediation?"

"Recent Trends in Mediation and Arbitration"

We have also partnered with the Young Lawyers Section to present a series of mini YouTube videos on selected topics of interest. Other educational opportunities are in the planning stages.

We have been very active this year in monitoring rule-making and legislation which affects our membership. The Section recently filed a Comment with the Dispute Resolution Center supporting proposed rule changes requiring mandatory certification of mediators in Circuit Civil and Family Law cases. This proposal is currently under consideration by the ADR Rules and Policy Committee. We plan to continue to be active in this process, which is of great importance to our Section members.

A bill from the House and a bill from the Senate proposed significant changes to mediation procedures in this state, but neither was able to pass its chamber and move ahead. We will continue to monitor the legislative sessions for proposals that affect dispute resolution in Florida.

We are currently in the process of improving our website, newsletter, social media presence and our overall ability to serve, educate and inform ADR Section members. Lisa Tipton of PR Florida, Inc. has been retained to assist us with these endeavors. As we greet this New Year, we embrace our past successes and enthusiastically venture forward to make the ADR Section one of the top performing sections of The Florida Bar.

Robert A. Cole
ADR Section Chair

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 editors Christina Magee and Michelle Jernigan are soliciting articles for the Fall edition of the ADR News & Tips. All articles should be submitted to cmagee@brevardmediationservices.com by August 31, 2018.

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non-government organizations (NGOs) may also attend and participate in the W G II deliberations.

The WG II has held bi-annual meetings on the subject since 2015 in New York and Vienna. The most recent, the sixty-seventh session, was held in Vienna from October 2 to 6, 2017. See: www.uncitral.org/uncitral/en/commission/working_groups/6Security_Interests.html. At the Vienna session, the WG II developed a **draft** instrument on the enforcement of international commercial settlement agreements. The WG II agreed to prepare both a legislative text amending the 2002 UNCITRAL Model Law on International Commercial Conciliation (which currently has no enforcement mechanism) and a convention on the enforcement of international settlement agreements (ISAs). A total of twenty-eight national and sub-national jurisdictions have adopted the 2002 UNCITRAL Model Law on International Commercial Conciliation (the Model Law), including twelve of the United States (but not Florida). See: www.uncitral.org/uncitral/en/uncitral.../arbitration/2002Model_conciliation_status.html

The WG II's approach would allow the various member states to ratify/adopt either the Convention and/or the Amended Model Law (which will then have an enforcement mechanism for ISAs similar to those found in the Convention). The twelve U.S. states that have already adopted the 2002 Model Law (and even the U.S. states that have not adopted the Model Law) would find it easier to enact legislation adopting the amended Model Law, with its enforcement mechanism, than to wait for the U.S. to ratify a future convention on enforcement of ISAs. This writing will cover only the enforcement mechanism and provisions as found in the draft convention, presented by the WG II at its sixty-seventh session.

The preamble to the draft convention states that parties recognize "the value for international trade of methods for settling commercial disputes in which the parties … request a third person … to assist them in their attempt to settle the dispute amicably," and noted that "conciliation and mediation … are increasingly used in international … commercial practice as an alternative to litigation." It further states that "such dispute settlement methods result in significant benefits, such as reducing the instances (of) … termination of a commercial relationship, facilitating the administration of international transactions by commercial parties and producing savings in the administration of justice by States." The preamble also states that the parties to the convention were convinced that "a framework for international settlement agreements resulting …. from such dispute settlement methods ... would contribute to the development of harmonious international economic relations." These declarations by the WG II represent an important recognition of the continued growth, value and benefit of international commercial conciliation and mediation. Though the draft Convention is not final, the United States delegation stated that, in its opinion, "very little substantive work remains to be done" on the text, and that "most of the remaining points … relate to drafting issues." The United States, however, did propose substantive changes as to Articles 3 (2); 4 (1) (b); and 4 (1) (c), discussed below.

The scope of the draft convention at Article 1 would apply "to international (settlement) agreements resulting from conciliation … to resolve a commercial dispute …." Article 1 excludes settlement agreements concluded for personal, family, or household purposes, or relating to family, inheritance or employment law; or to settlement agreements that have been approved by a court, or have been concluded before a court in the course of proceedings, either of which are enforceable as a judgment, or that have been recorded and are enforceable as an arbitral award. The draft convention's definitions under Article 2 define what constitutes an "international settlement agreement" and define the "place of business" of a party in order to determine if a settlement agreement is "international." Article 2 further defines what constitutes a settlement agreement "in writing", taking into consideration the legal and business practices of our modern digital/electronic age.

Article 3 (1) to (6) of the draft convention, titled "Application," contains the enforcement mechanism for ISAs. Article 3 (1) states that "each Contracting State shall enforce a settlement agreement in accordance with its rules of procedure, and under the conditions laid down in this Convention." Article 3 (2), provides that if a dispute arises concerning a matter that a party claims was already resolved by a settlement agreement, that the state "shall allow the party to invoke the settlement agreement in accordance with its rules of procedure and under the conditions laid down in this convention." Article 3 (3) (a) to 3 (3) (c) of the draft text provides that a party relying on a settlement agreement under the convention shall "supply the competent authority of the State where relief is sought with: (a) the settlement agreement signed by the parties; and (b) evidence or indication that the settlement agreement resulted from conciliation (mediation), such as by including the conciliator's signature on the settlement agreement, by providing a separate statement by the conciliator attesting to the involvement of the conciliator in the conciliation process, or by providing an attestation by an institution that administered the conciliation process; and (c) such other necessary document as the competent authority may require.

Article 3 (4) (a) to 4 (b) sets out the manner by which a settlement agreement shall be "signed by the parties," or, where applicable, by the conciliator. Article 3 (5) provides that if the settlement agreement is not in the official language(s) of the contracting state where application is made, the competent authority may request the party to supply a translation. Article 3 (6) provides that when considering the application, the competent authority shall "act expeditiously."

Article 4(1) to 4 (2), and subparts, provide ten specific grounds for the competent authority where the applica-

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tion is made for refusing to grant Relief, mainly: 4 (1) (a), incapacity of one of the parties; 4 (1) (b) the agreement is not binding or is not a final resolution of the dispute, or the agreement has been subsequently modified or it has already been performed, or the conditions set forth in the agreement have not been met; or 4 (1) (c), the agreement is null and void, inoperative or incapable of being performed under the law to which the parties have subjected it, or under the law deemed applicable by the competent authority; or 4 (1) (d), due to a "serious" breach by the conciliator (mediator) of "standards applicable to the conciliator or conciliation, without which breach that party would not have entered into the agreement; or 4 (1) (e), for failure of the conciliator to disclose circumstances that "raise justifiable doubts as to the conciliator's impartiality or independence, and such a failure had "a material impact or undue influence on a party" without which that party would not have entered into the agreement; or, 4 (1) (g), the agreement has been concluded before a court in the course of proceedings, prior to any application under Article 3, and is enforceable as a judgement under the law of that court; or, 4 (h), the agreement has been recorded as an arbitral award prior to the application, and that award is enforceable under the law of the state where enforcement is sought; or, 4 (2) (a), granting relief would be contrary to the public policy of that state, or, 4 (2) (b), the subject matter of the dispute is not capable of settlement by conciliation under the law of the state where application is made.

As noted above, the United States has proposed an amendment adding the following text as a new Article 4 (3): "(N)othing in Articles 3 (3) (c) or 4 (1) (c), or any other provision of this instrument permits a court to deny relief on the basis of domestic law requirements regarding the formalities, or conduct, of the conciliation process, such as requirements regarding notarization of a settlement agreement or use of a particular type of conciliation process or conciliator." See: www.uncitral.org/uncitral/en/commission/working_groups/2Arbitration.html

Article 5 of the draft convention, "Parallel Application of Claims," provides that the competent authority where the application is made, may, if it considers it proper, adjourn the decision on the enforcement of the settlement agreement, or may also request a party to give suitable security, in the event that an application or claim relating to a settlement agreement has been already made to a court, an arbitral tribunal, or any other competent authority which may affect enforcement of that settlement agreement. Article 6 of the draft, "Other Laws or Treaties," provides that the convention shall not deprive any party to a settlement agreement of any right it may have to avail itself to the extent allowed by the law or treaties of the contracting state where such agreement is sought to be relied upon.

There are several other articles (Articles 7 to 14) in the draft convention, but Articles 1 to 6, covered above, are the most relevant to practitioners of international trade law. By the summer of 2018, the WG II may have a finalized convention and a finalized amended Model Law to be submitted for approval to the U.N.'s General Assembly. While it would take time for contracting states to ratify the convention and/or enact the amended Model Law, the approval by the U.N. of such UNCITRAL instruments on the enforcement of ISAs would give a significant boost to the growth of international commercial mediation. According to a survey conducted by Professor S.I. Strong in 2016, generating responses from 221 participants with diverse geographical distribution, as to the present efforts of the WG II, when the question was asked as to "whether the existence of an international convention concerning the enforcement of settlement agreements arising out of an international commercial mediation would encourage parties in the respondent's home jurisdiction to use mediation …", the response was overwhelming (78%) to the effect that such a convention would encourage international mediation. In the long term, such a convention is likely to have as much of an impact in the growth and use of international commercial mediation as the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("the New York Convention") has had in the growth and use of international arbitration.

confidentiality. So it stands to reason the bench, bar and public reveres trial advocacy. Mediation results are ho-hum. Trials are value affirming or a source of outrage. Mediators are like undertakers, providing a valuable service few ever see and claiming few Facebook followers.

If mediation were traded on the equity market, it would be a growth stock. Within the skill-set of litigators, mediation preparation and advocacy are oftentimes areas for improvement. This is in part because the mediation process does not have a feedback loop and does not depend upon the application of fact to the law, rules of procedure or precedent – none of the bread and butter material comprising a typical law school education. Mediation does not depend on trial skills or the art of lawyering in the ordinary sense. Because there are no hard and fast rules (other than confidentiality) and because mediation training is limited, many litigators are not usually well-prepared to be great mediation advocates. Regardless of whether you are preparing for your first or your thousandth mediation, there is more to learn. Preparing yourself and the client is only half of the battle. Creating a fruitful mediation process is the larger goal. All these activities are justifiably billable as they help increase the chances of successfully resolving the case at mediation.

1. Make sure you have the best voice and final decision-maker in attendance for corporate parties and that all parties have key decision-makers. Telephone opposing counsel and tell him or her you intend to bring a key decision-maker and that you expect them to do the same: no placeholders. Mediations that lack key decision-makers are more likely to result in an impasse. It is not enough to make sure you have the right representative. The astute advocate endeavors to make sure all parties bring the right people. The owner or in-house legal counsel may not be the true or best voice for the company. If your client is governed by a board, you should identify potential nay-sayers and deal-killers in advance.

2. For the client's benefit, create a comprehensive report 45-60 days before mediation that includes a future budget to designated milestones: e.g., summary judgment, mediation and trial. Include the good, bad, ugly and what other options exist (if any) for resolving the case in the absence of a negotiated solution at mediation. Most clients do not understand that most of cases are resolved by decisions of the parties – and not by Court or jury verdicts.

3. Solicit a pre-mediation demand and statement from other parties. If they do not comply, this insulates you in large measure from criticism – as your client may have expected clairvoyance. If new and material information was not shared in their pre-mediation statement, how can you be faulted for not knowing this in advance if a pre-mediation position paper was solicited? Soliciting a position statement from all parties and generating your own is an often overlooked step in mediation preparation.

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News from the Mid-Year Meeting

1. The ADR Section has added three new committees and we want you to serve on them! Our new committees are designed to address important areas of ADR practice that we want to highlight for our Section members, as well as to give you a chance to show off your leadership skills. Contact Chris Magee or anyone on the EC if you want to get involved in these committees. The three committees are:
   a. Health & Wellness – dealing with work/life balance issues that enable dispute resolution professionals to maintain and enhance their own practices;
   b. Social Media – help the ADR Section establish and maintain an unmatched presence via Twitter, Facebook and other routes, with the help and guidance of Lisa Tipton, our PR consultant; and
   c. Mentoring – be a voice shaping the next generation of dispute resolution professionals in the ranks of FL Bar. Are we diverse? How many mediators are too many mediators? And other relevant questions related to mentoring.
2. The Executive Council also will be participating in the Legal Accelerator program sponsored by YLD. Dominic Brandy is leading the EC's efforts on this front, and if you would like to create a YouTube segment for the Accelerator that addresses ADR issues, please contact Dominic at DBrandy@uww-adr.com.
3. Save the date – The ADR Section is doing a CLE/CME at the Annual Meeting in June 2018. "Inside the Mediator's Mind" gives advocates an up-front view of three different mediation styles, all arising in the context of a #MeToo/#TimesUp fictional scenario, with explanations from the mediators regarding what, when and why certain techniques are used and what the mediators were hoping to accomplish.

4. Find a mediator the other side respects. It is not important that the selected mediator is your favorite mediator. What is important is that the other side respects that mediator's message in private session. If the mediator walks in with your last number at the end of the day, a mediator trusted by the other side can help sell it.

5. Make sure the non-economic terms of the deal do not become a distraction. Usually, but not always, you have to focus on the money first. If there are other parts of the deal leave those until the end. (A good mediator will steer you this way). Sometimes the non-economic terms are important to one side. Don't ignore or put off these issues merely because they are "not part of the lawsuit." You are mediating a dispute not a lawsuit. Do not get hamstrung or limit your thinking to the facts in the complaint.

6. Understand that everyone needs an exit strategy that works, economically, intellectually and emotionally. If you insist on capitulation by the other side you are doomed to impasse. Litigators don't always get this. Saying the end game for the other side is "not your problem" misses the point. It is precisely your problem. You need to find a way for the other side to leave the battlefield with some dignity. (Non-economic concessions can be that bridge).

7. Ask the parties to disclose any non-party who may be in attendance as expert, advisor or consultant at the mediation. Resolve any true legal objection to participation if challenged. (Mediation rules differ in jurisdictions regarding participation by non-parties). As long as the participant is subject to confidentiality, non-parties should be permitted to appear.

8. In multi-defendant civil cases, the defense lawyers should meet and confer with the clients (and insurers) to consider litigation funding arrangements and pro rata contributions that may be required to resolve the case prior to the formal mediation session. Agreements are not likely to be reached prior to mediation but the discussions will be advanced by holding a "pre-mediation" defense caucus. Very few defendants and their counsel do this; instead waiting until the day of mediation to "spring" their position on the co-defendants. This is hugely problematic because positions take time to evolve and so asking for major tectonic shifts in proportional shares among the defendants during the actual mediation is very hard. You need to flush out positions in advance.

9. Advise the client in writing of any recent material developments that may influence the time of trial, cost or case value. Oftentimes, the client has fixed on early understandings and "beliefs" wedded to a set of facts and analysis of the case that is untenable as discovery in the case has evolved. This is particularly true with contingency fee clients. Many times, the parties do not really understand their own case. Educate clients in advance to manage client expectations.

10. Schedule the mediation with sufficient time following impasse to conduct discovery after the mediation session ends. In the absence of settlement, many times (dare we say always?) you will learn new information that leads to additional discovery or investigation needed.

Concluding thoughts: Settlements at mediation do not happen by accident. Poorly planned mediations and unprepared lawyers cause clients to question their choice of counsel. Thoughtful and timely preparation is the key but scheduling pressures and litigation demands may override that fundamental concept. Cases that might take years to resolve by litigation can be resolved by a mediated settlement in a single day. Litigators who embrace mediation as a tool for dispute resolution and who are capable and adept at performing well in that arena will engender client confidence and afford the client the best possible opportunity to reach a resolution that satisfies their personal, economic and business objectives. You can CRUSH IT! at mediation and your clients will be supremely happy that you did.

Community Mediation Center Grants

The JAMS Foundation and National Association for Community Mediation (NAFCM) has announced its fourth Community Mediation Mini-Grant Program, which will provide grants of $12,000 per year for up to two years. The grant's purpose is to fund the development and refinement of innovative and emerging community mediation center services for those who are homeless or facing eviction. More information on the grant program and its criteria is available at www.NAFCM.org.

Join Us for the

2018 Annual Florida Bar Convention

June 13 - 16, 2018

Hilton Orlando Bonnet Creek
Orlando, Florida

"Inside the Mediator's Mind"

Live CLE Program

1:00-4:00 p.m., Thursday, June 14, 2018

Through a hands-on mediation exercise, participants interact with three different mediators resolving a fictionalized retaliatory discharge case arising out of the #MeToo movement. Get an insider's view of different mediation techniques as three different mediators with distinct styles "mediate live." What works, what fails and why will be addressed by the mediators and participants.

Course No. 2857R

CLE Credits: General 3.0 hours

Alternative Dispute Resolution Section Membership Reception

4:30-6:30 p.m, Thursday, June 14, 2018

Following the CLE, attendees and ADR Section members are invited to join Section leadership at the annual membership reception. Come mingle and share food and drinks with ADR for the first – and best – reception of the night!

News & Notes

ADR Section Committee Chairs

Please feel free to join one of our committees.

Standing Committees

Ethics
Chaired by Michael Lax, mhlax@laxpa.com
Active members on the committee are Chris Magee, Jake Schickel, AJ Horowitz and Michael Lax.

Mediation
Chaired by Lawrence Kolin, lkolin@uww-adr.com
Active members on the committee are Manny Farach, Bill Christopher, Michael Lax and Lawrence Kolin.

Arbitration
Chaired by AJ Horowitz, ahorowitz@gunster.com
Active members on the committee are Jesse Diner, AJ Horowitz and Larry Saichek.

Other Committees

CLE
Chaired by Kim Torres, kim@flmpro.com

Legislation
Co-chaired by Manny Farach, mfarach@mcglinchey.com, and Ricardo Cata, rcata@uww-adr.com

Newsletter
Chaired by Chris Magee, cmagee@brevardmediationservices.com

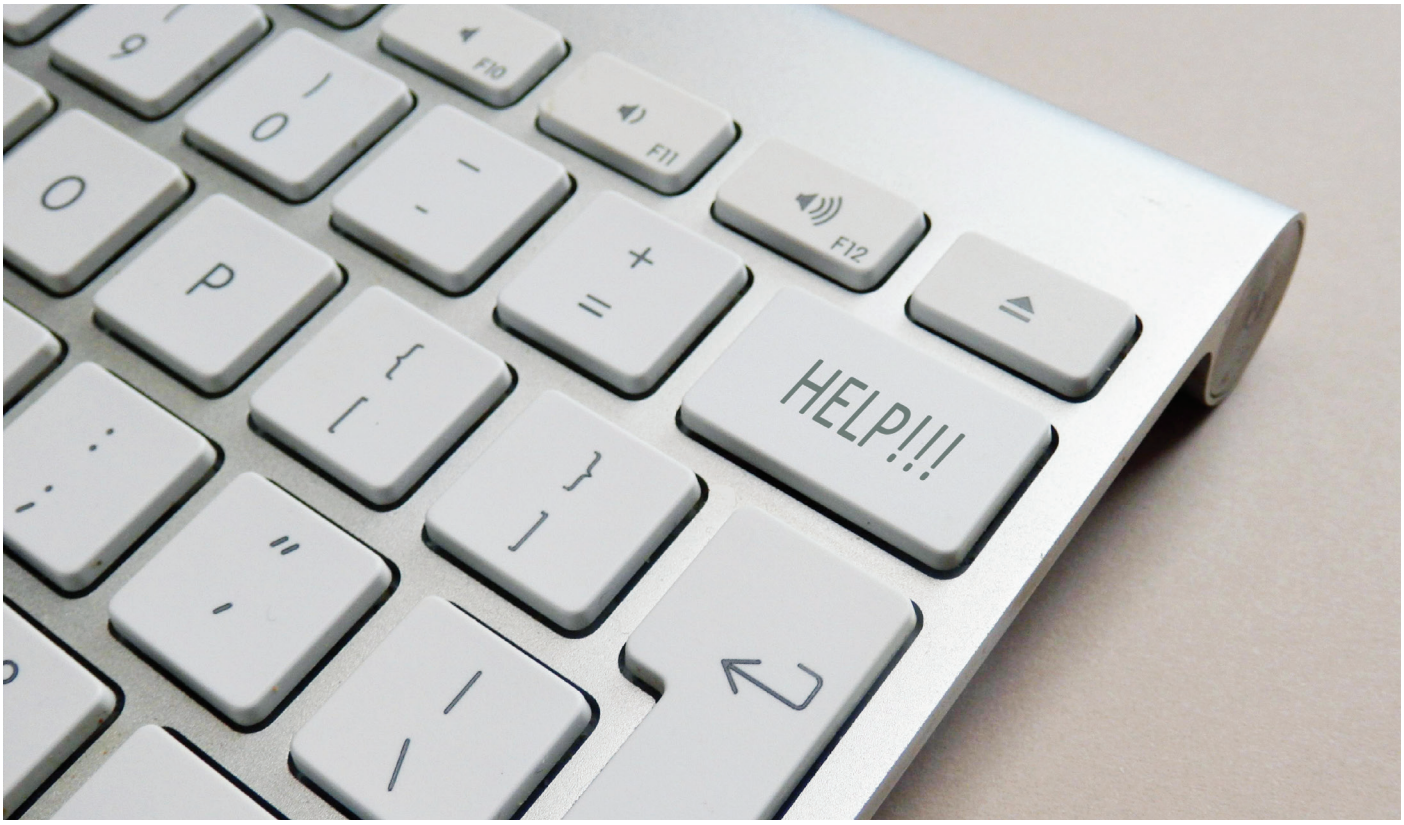
Section Liaisons
Chaired by Michelle Jernigan, mjernigan@uww-adr.com

Publication
Chaired by Michael Lax, mhlax@laxpa.com

ADR Section Liaisons

Each of the members identified below serve as a liaison between the ADR section and other sections of The Florida Bar. In so doing, each liaison seeks to build a relationship between the ADR Section and another section of The Florida Bar for the purpose of collaborating on Bar Projects and CLE, and educating an promoting the use of ADR within those sections.

Lori Adelson	Employment	ladelson@workplacelaw.com
Ricardo Cata	International Law	rcata@uww-adr.com
David Henry	Trial Lawyers Section	dwhenry@mdwcg.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
Steven Perry	Technology	slperry@outlook.com
Manny Farach	Computer Law and Business Law	mfarach@mcglinchey.com



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:

The Florida Bar Practice Resource Institute
PRI
Promoting Excellence in the Profession

- Live chat with PRI practice management advisors and receive answers in real time.
- Explore comprehensive lists of law office technology, tools, and resources.
- Check out new providers and services in the Bar's Member Benefits program.
- Access shareable electronic tools, web-based archives of articles, blog posts, and podcasts.
- Sign up to be notified of the latest updates.

Technology

Finance


Marketing


New Practice


Management

www.floridabar.org/PRI

8221001 Item Number

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

Name: _____Bar #:_____(Required)

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Office Fax: _____

E-Mail Address: _____

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
651 East Jefferson Street
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

Rev. 02/13