Vol. 19
No. 2
July, 2011

The ADR Quarterly
Alternative Dispute Resolution Section of the State Bar of Michigan

Mediation in Neglect/Abuse – Time and Cost Savings?

by Val Lafferty

Editor's note, Val Lafferty, Valerie Lafferty PLLC, is an attorney and mediator practicing in the Greater Lansing area. She specializes in Elder Law, Property and Mediation–and has represented parents in neglect/abuse court appointments.

Linda Glover, Executive Director of the Resolution Service Center (RSC) in Lansing, spoke recently to the Ingham County Bar Association's Child Welfare Section about the use of mediation in neglect/abuse (N/A) proceedings. Linda had prior experience as a foster care worker, foster care supervisor and as a mediation administrator for the Supreme Court Administrator's Office, among other relevant experience, before heading the RSC. Linda's comments along with earlier thoughts shared via the Children's Law listserve demonstrate the success of mediation in Michigan counties where it is used.

In 2005, the seven pilot projects then using mediation in Michigan N/A cases were evaluated by the Michigan State University School of Social Work. The evaluators concluded that agreements were reached in more than 80% of mediated cases between 2000 and 2003, and that children involved in the mediated cases achieved a permanent placement an average of 8 months sooner than children in unmediated cases. The evaluators also found that mediation resulted in substantial savings of funds that would otherwise have been spent on court hearings or out-of-home placement costs.

In Charlevoix County every N/A case reported is sent to mediation at the adjudication stage. Sanilac County uses mediation at several junctures during the 1-3 year or more process. The parties can agree to mediate at the preliminary hearing or the judge might order it somewhere along the line – especially where a neutral third party could bring perspective for extremely adversarial hearings. Prosecutor Eric Scott of Sanilac noted that while mediation is used at all stages of the process he believes pre-trial is the best place to achieve resolution.

Probate Judge Kenneth Tacoma in Wexford County uses Permanency Planning Mediation (PPM) versus Permanency Planning Conferences (PPC). PPCs came about as a result of a lawsuit settlement with the state. PPCs are aimed at case management and differ from mediation in several important ways:

- mediation is under the auspices of the court,
- all parties are present at a PPM,
- parties are represented by counsel in mediation and
- the process is facilitated by a neutral mediator (PPCs are facilitated by a DHS employee).

Where termination of parental rights is being sought, Wexford County estimated that 75% are settled in a PPM. Judge Tacoma believes the big difference is that mediation makes parents feel they are being listened to (versus ganged up on) and therefore the PPM process presents more opportunities for parents to develop what is truly best for the child.

Mediator/Attorney/Trainer Susan Butterwick from Ann Arbor clarifies that PPCs used to be called TDMs and originated as a requirement of an Anne E. Casey grant, even before the law suit. A PPM can be used at any stage in the

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case, not just the Permanency Planning Hearing stage, adds Susan, which was why "we changed the name of our program from PPM to Child Protection Mediation, because stakeholders thought it was a process that was to be used only at the PPH stage."

In Marquette County, Probate Judge Michael Anderegg reiterates the value of PPM over PPCs: unlike PPCs all parties must be present. Plus, if agreement is reached, it is incorporated into the court order. Marquette was one of the SCAO program's pilot sites. Since SCAO's funding for mediation was terminated, Marquette funds the operation of their PPM program from local sources.

In Wayne County mediation is being used in the 3rd Circuit Court at most points along the N/A continuum from post-adjudication through (contested) adoptions. Susan Butterwick reports the program has been in place, through the Wayne Mediation Center, for about 3 years. "One of the Wayne County DHS district offices is also using mediation as part of a pilot on unsubstantiated CPS cases as a way to resolve the underlying dispute that causes repeated unsubstantiatiable reports," offers Susan. She further clarifies that the entire pilot program through SCAO from 1998-2003 showed children reached permanency approximately 12.5 months sooner when mediated versus non-mediated.

Also, while this is not an exhaustive list, there are other models to draw upon. Mediation is used in every abuse/neglect case in Washington DC Family Court and in San Jose, CA. Cook County (Chicago) uses mediation on every case after the first shelter hearing if the child is placed out of home (which is most cases).

One of the virtues of mediation compared to litigation is the increased prospect of maintaining relationships after the process – certainly ideal for the family related issues in family and probate court. But by far the largest potential benefit is cost savings – not by cutting services but by utilizing more effective procedures to resolution.

Given Governor Snyder's mantra of value for services, perhaps an opportunity to revisit the benefits of mediation is at hand. It would seem logical to pursue a more systematic use of mediation in abuse and neglect cases through the state.

Branding Mediation in the National Media

by VHannalori Bates Frick

What would you do if you received an offer for free publicity? A message to Michigan ADR professionals reads: "FREE publicity about ADR to 3-4 million Michigan citizens is available. A television celebrity will deliver the message." Do you accept the offer?

Picture Kate Reed, a 30-something, dressed extremely fashionably in expensive clothing, and someone who describes herself as an "ex-lawyer who now mediates" out of her very large office in a downtown, big city law firm. She chases after clients if they abruptly leave a mediation, which makes one wonder if her 40-hour training manual got lost in the paper shredder. However, while the ethics and legal violations by Ms. Reed are obvious to any viewer, she does resolve conflicts. Blogger Clare Fowler states that Ms. Reed uses "coercive mediation." Kate Reed is the main character on the television show, *Fairly Legal*, airing on the USA Network starting in January 2011. Three statements sum up the commentary by ADR professionals about *Fairly Legal*: 1) While it contains elements of the mediation process, the show is an inaccurate representation of ADR; 2) It is entertaining; and 3) It starts the conversation about mediation. Are you still interested in the "free" publicity?

Does it matter? First, whether it was intended or not, *Fairly Legal* has created a brand for mediators. A brand's value depends on potential clients connecting the brand to the service it represents. A poll on USA's *Fairly Legal* website in February 2011 showed that 40% of the viewers claim they are watching the show for "a 1 hour date with Kate Reed" and 17% are watching to "see how mediation solves disputes the courts cannot." Regardless, all viewers have some interest in the subject-matter. 64,000 fans follow *Fairly Legal* on Facebook and over 2,000 people follow *Fairly Legal* on Twitter. It's a ready-made audience for an ADR public relations campaign. Furthermore, the show's producer stated he was inspired to write the show after observing friends who are now friendly after a mediated divorce compared to other couples who went through litigious divorces. The promotion of ADR is partially dependant on non-mediators. Overall, the Kate Reed character is a challenge for mediators to collectively create a rebranding message.

What are others doing about it? Instead of analyzing the show as a problem, many mediators have seen it as an opportunity to create awareness about ADR. The *Fairly Legal Blog* by Clare Fowler previously referenced uses the show's plot to write an in-depth explanation of the mediation process and the day-to-day operations of a mediation practice. The ADRhub.com website managed by Jeff Thompson features several articles commenting on the advantages of the show. The Texas Conflict Coach, Pattie Porter, discussed *Fairly Legal* on her talk show with other mediators, including Michigan mediator, Zena Zumeta, to highlight the true and false depictions of mediation portrayed by Kate Reed. These individuals have exemplified the role of ADR professionals as creative problem solvers.

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What should Michigan ADR Professionals do about it? While all mediators in Michigan may never agree on the perfect portrayal of mediation in a television show, the mediator community can collectively create a branding message to share with the Michigan public. Creative use of media can be used to spread this collective message. Fortunately, it has now been proven that the message can reach audiences in large numbers that may have once been thought were impossible.

[1] Fairly Legal Blog, *http://fairlylegal.wordpress.com/* (Feb. 7, 2011).

[2] Learn more about the show and its schedule at *http://www.usanetwork.com/series/fairlylegal/*

[3] *See* Aaron Perzanowski, Unbranding Confusion and Deception, 24 Harv. J. L. & Tech. 1, 2 (2010), *http://jolt.law.harvard.edu/articles/pdf/v24/24HarvJLTech1.pdf*

[4] Michael Seinberg, USA Network to Premier Fairly Legal, N.Y. ST. DISP. RESOL. ASS'N E-NEWS (Jan. 5, 2011), *http://www.nysdra.org/news/news.aspx?action=details&newsid=156*

[5] Pattie Porter, Fairly Legal: Mediation Truth or Fiction?, BLOG TALK RADIO, Feb. 1, 2011, *http://www.blogtalkradio.com/texas-conflict-coach*

Class Action Arbitrations AT&T Mobility LLC vs. Concepcion The final word or just another confusing decision in a long line of confusing cases?

By Gene J. Esshaki, Esq.

Abbott, Nicholson, Quilter, Esshaki & Youngblood, P.C. - May 6, 2011©

The history of class action arbitration before the Supreme Court of the United States can only be described as muddled at best. For unknown reasons, the Justices simply cannot reach clear majority opinions on the availability of class proceedings in arbitration. The Supreme Court's most recent decision, *AT&T Mobility LLC v. Concepcion et ux*, Case No. 09-893 dated April 27, 2011, is no exception to this history and once again presents a fractured opinion with no real precedential value or guidance for future proceedings.

Defining the Issue - Class Actions

Class actions are a judicially created process in which many claims arising out of a single wrong can be addressed in a single forum. By resolving multiple claims in a single action, judicial resources are saved and conflicting decisions avoided. Where a single wrong may give rise to thousands or even hundreds of thousands of claims, it is infinitely wiser to resolve those claims in a single action rather than in thousands or even hundreds of thousands of separate actions. Not only are judicial resources preserved, but the possibility of having conflicting decisions in one state versus another, is also avoided.

One of the most common uses for class actions is in the area of consumer claims. Where a utility company overcharges thousands of its customers a nominal monthly amount for an extended period of time, the individual claims may amount to less than $100 each, while the claims of the entire class can exceed several million dollars. No reasonable consumer would be willing to commence a separate lawsuit to recover the overcharges against their utility provider where the amount at issue is less than filing fees to be incurred. On the other hand, where a single class action can resolve all potential claims and the total amount at issue is in the millions of dollars, it is almost a certainty that the offending utility company will be brought to court to answer for the alleged misconduct. Further, since millions of dollars are at issue, and the fees for the class representative and its attorneys are paid out of any recovery, vigorous litigation of the claim can be expected with maximum efforts directed towards recovery.

The Federal Rules of Civil Procedure and all states have long established mechanisms for the management of class action litigation. These procedures generally involve frequent and extensive review by a judge to protect the interests of the non-participating plaintiffs and insure that a settlement fair to all is achieved.

Arbitration

Arbitration has been defined as a contractually created mechanism for the private resolution of disputes outside court. Simply stated, arbitration is the process where private parties agree to remove their dispute from the court system and have it resolved in a final and binding process away from court review and outside of the public record.

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Historically, the judiciary jealously guarded their role as decision maker in all disputes, extending to the point of refusing to acknowledge or enforce private agreements of parties to resolve their disputes through arbitration outside the judicial system. This, in fact, led Congress to pass the Federal Arbitration Act reflecting a liberal federal policy favoring arbitration.

Section 2 of the Federal Arbitration Act (FAA) makes arbitration agreements "valid, irrevocable, and enforceable, save upon grounds as exist at law or in equity, for the revocation of any contract." 9 U.S.C. §2. Federal Courts have consistently ruled that the FAA was enacted in 1925 in response to widespread judicial hostility to arbitration agreements. Further, it recognized a liberal federal policy favoring arbitration, a fundamental principle that arbitration is a matter of contract, and that contracts for arbitration must be on equal footing and equally enforced as all other contracts.

A Brief History of Class Arbitration in the Supreme Court

Prior to 2003, the Supreme Court had not faced the issue of whether class arbitrations are permissible. The decision of the Court in *Greentree Financial Corp. v Bazzel*, 539 US 444 (2003) seemingly resolved this issue once and for all. In that action, a plurality decision was issued concluding that, in a commercial setting, a broad arbitration clause providing that "all disputes. . . arising from or related to this contract or the relationships which result. . .will be resolved by binding arbitration by one arbitrator. . .", when read juxtaposed to the broad public policy favoring arbitration expressed in the FAA, did not foreclose class arbitrations. Accordingly, the Court held that in the absence of specific language prohibiting class arbitration, such procedures were permissible given the breath of the arbitration clause at issue and the long established federal policy favoring arbitration under the FAA.

With this decision, Federal Courts subsequently held that class arbitrations were permissible in the absence of specific language prohibiting such procedures in the parties' arbitration clause. As a direct result of the decision in *Greentree Financial* and the subsequent opinions interpreting that decision, the American Arbitration Association (AAA) adopted supplementary rules for class arbitrations, effective October 8, 2003. The rules were designed to provide arbitrators with direction on how to proceed in class arbitrations as well as establish strategic review points for intervention by the courts during the class arbitration process. The rules built in limited judicial intervention at certain critical stages in the process to ensure that the rights of the class members and the respondents were being judicially reviewed and protected.

On April 27, 2010, the world of "presumed class action arbitrations" came to an end. The Supreme Court issued its opinion in *Stolt-Nielsen, S.A., et al. v Animal Feeds International Corp.*, 559 U.S. ___ (2010), Docket No. 08-1198. In *Stolt-Nielsen*, the five justice majority concluded that subsequent interpretations of the *Greentree Financial* plurality opinion were, in fact, in error and misunderstood the true directions of the Court in that opinion. Instead of concluding that parties will have been presumed to have agreed to class arbitration in the face of a broad arbitration clause, the *Stolt-Nielsen* majority concluded that a party may not be compelled under the FAA to submit to class arbitration unless there is a specific contractual basis for concluding that the parties consented to class proceedings in the arbitration clause. The majority opinion indicated that there are dramatic differences between bilateral arbitration and class arbitration such that no party can be presumed to have consented to class arbitration in the absence of specific contractual language confirming such agreement. The Court pointed out that by its nature, class arbitration requires that the presumption of privacy and confidentiality, stalwarts of the arbitration process, be surrendered in order to protect the interests of the non-participating class members. This basic assumption of privacy and confidentiality is often the motivating factor in entering into bilateral arbitration agreements. Accordingly, the Court concluded that mere silence on the issue of class arbitration despite a broad arbitration clause cannot be "deemed consent" to class proceedings.

The dissent in *Stolt-Nielsen*, including Justice Bryer, the author of the plurality opinion in Greentree Financial, felt that a silent, broadly worded arbitration clause should be construed to permit class arbitration in keeping with the declared federal policy favoring arbitration. The dissent attempted to restrict the application of *Stolt-Nielsen* by indicating that, by its facts, it clearly applied to sophisticated business entities and not in consumer protection cases that may involve contracts of adhesion. This section of the dissent appeared as an open invitation for a future opinion on the issue.

AT&T Mobility LLC

On April 27, 2011, the Supreme Court took up the dangling invitation offered by the minority in *Stolt-Nielsen*, and directly addressed the issue of whether a California statute and case law declaring unconscionable and unenforceable any contracts in a consumer setting that prohibit class proceedings could invalidate a consumer contract containing an arbitration clause in light of the federal policy favoring arbitration expressed in the FAA.

There, once again, is no majority opinion in *AT&T* providing guidance to lower courts and practitioners on the issue of the invalidity of consumer contracts containing arbitration clauses that prohibit class proceedings. Instead, four members of the Court found that the statute and case law in question were repugnant to §2 of the FAA and therefore, invalid under the doctrine of preemption. Four dissenting justices, however, once again including Justice Bryer, concluded that the Court opinion went far afield of §2 of the FAA and was in fact, making new law not contemplated by Congress when the FAA was enacted. Justice Thomas joined the four Justices declaring the act preempted, but did so on completely different grounds and, in fact, openly declared that he was joining what was then the majority solely because the outcome under their rationale will often lead to the identical outcome under his rationale. Under no circumstances can this be deemed an affirmation of the Court's opinion, but merely a concurrence in the result with no precedential value.

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The Majority Opinion

Following the lines originally established in *Stolt-Nielsen*, the opinion of the Court in *AT&T* indicates that to the extent the California statute and case law required class arbitration in consumer contracts in order to avoid a determination of unconscionability, it violated §§2, 3 and 4 of the FAA and their overarching purpose to ensure the enforcement of arbitration agreements according to their terms so as to facilitate streamlined proceedings. The opinion identified certain advantages of arbitration such as informality, expediency, and cost savings that will be sacrificed in class arbitrations. The Court noted that class arbitration requires procedural formality and publicity in order to protect the interests of the absent parties. Further, class arbitration greatly increases the risk to defendants of significant damage awards without the protections of multi-layered judicial reviews deemed essential to class procedures.

The narrow ruling of the majority is that any State statute or case law, which holds an agreement containing an arbitration clause is invalid to the extent it prohibits class proceedings, is a violation of §2 of the FAA and, under the preemption doctrine, unenforceable.

The dissenting opinion pointed out that Section 2 of the FAA requires that an arbitration agreement shall be deemed "valid, irrevocable and enforceable upon such grounds as exist at law or in equity for revocation of any contract", 9 U.S.C. §2. The dissent indicated that the California statute and case law applied the concept of unconscionability in consumer contracts to both litigation and arbitration equally. Accordingly, the dissent reasoned that, under California law, arbitration agreements were on equal footing with litigation agreements in declaring that all such agreements having the offending provisions were unconscionable. This is all that §2 requires: that contracts for arbitration be treated equally, no better nor no worse, than all contracts. The dissent reasoned that it was up to the States to determine what constitutes "such grounds as exist at law or in equity for the revocation of any contract", and that as long as arbitration agreements were treated equally with other contracts, §2 was not violated.

The dissent analyzed the practical impact of the Court's opinion on consumer arbitrations. In effect, consumer providers will adopt mandatory arbitration provisions in their agreements. Such agreements will affirmatively prohibit class proceedings. Both the arbitration and the class prohibition will be upheld so that a consumer will be compelled to arbitrate all disputes, but will be prohibited from invoking any class proceedings in the arbitration. As such, the likelihood of a consumer pursuing a small claim in either a court or an arbitration proceeding, given the amount at issue, is highly unlikely. Further, since those claims will, for all practical purposes, not be filed, the offending party will escape the consequences of its wrongful acts.

The Concurrence

Perhaps the most interesting portion of the *AT&T* decision is the concurrence by Justice Thomas. The concurrence indicates that a strict reading of §2 of the FAA is required to reach the appropriate conclusion on its application to the *AT&T* facts. Neither the opinion of the Court, the dissent, nor any of the parties focused on this analysis and, as a consequence, Justice Thomas was concurring in the result but not in the opinion of the Court.

Justice Thomas indicated that §2 of the FAA, to the extent that it provided arbitration provisions shall be "valid, irrevocable and enforceable save upon such grounds as exist at law or in equity for the revocation of any contract" cannot be read to suggest that as long as the possible defense applies as to "any contract," §2 is satisfied. The concurrence indicates that §2 means a Court cannot refuse to enforce an arbitration agreement because of a state public policy on a substantive matter, even if the policy nominally applies to "any contract" in both litigation and arbitration. According to Justice Thomas, the FAA requires that an agreement to arbitrate be enforced unless a party successfully challenges the formation of the arbitration agreement, such as by proving fraud or duress. By reading §2 and §4 of the FAA in harmony, Justice Thomas concludes that grounds for revocation preserved in §2 means grounds relating to the making of the agreement itself, since §4 requires Federal Courts to enforce all arbitration agreements upon being satisfied that the "making of the agreement for the arbitration or the failure to comply therewith, is not in issue. Read harmoniously, §2 and §4 of the FAA would require the enforcement of an agreement to arbitrate unless a party successfully asserts a defense concerning the formation of the agreement to arbitrate, such as fraud, duress or mutual mistake. Since the statute and case law at issue in *AT&T* did not impact formation of the agreement to arbitrate, but instead was directed to the substance of the agreement, it was preempted by §2 and unenforceable.

CONCLUSION

There are only two conclusions that can be reached with certainty as a result of the opinions authored in *AT&T*. First, the California statute and case law holding as unconscionable contracts in consumer rights cases that prohibit class proceedings in contracts with arbitration clauses, runs afoul of § 2 of the FAA, is preempted under federal law and is unenforceable. Second, any future decisions on the availability of class proceedings in arbitration, absent express consent of the parties in the arbitration clause, will depend strictly on the composition of the Court at the time the issue arises. How the Court will rule is anyone's guess!

SAVE THE DATE
ADR Section 2011 Annual Meeting

Friday, September 23 – Saturday, September 24, 2011

Includes 8 hours of Advanced Mediator Training

WHO: Anyone involved or interested in Alternative Dispute Resolution: mediators, arbitrators, attorneys, advocates, neutrals, trainers and participants.

WHY: To network with your colleagues and receive eight hours of Advanced Mediation Training with Tracy Allen and Eric Galton, two critically acclaimed and nationally recognized ADR trainers and experienced mediators and arbitrators.

WHAT & WHEN: Over Friday afternoon and Saturday morning, Tracy Allen and Eric Galton will lead participants through interactive learning experiences while sharing practical ADR techniques and strategies from their vast experience. Topics will include:

- ***how to jump start a stalled negotiation***
- ***how mediators are like quarterbacks***
- ***how to use med-arb and arbitration to address impasse***

Friday night the ADR Section will honor the recipients of its Distinguished Service, Nanci S. Klein, and George N. Bashara, Jr. Awards during the cocktail hour and dinner program at the Amway Grand.

On Saturday afternoon, participants may choose to stay in Grand Rapids for ArtPrize 2011, an impressive display of art by over 1,700 artists in the streets, museums, public and private buildings; a total of over 200 venues. You can vote for your favorite piece of art. The top vote getter receives $250,000.

Come Join the Fun at the **Best Advanced Mediation Training Value** in Michigan!

WHERE: Amway Grand Plaza Hotel 187 Monroe NW Grand Rapids, MI 49503 616.776.6400 $127.00/night (single or double)

HOW: Watch for registration and further information via the ADR Section's listserve and *ADR Quarterly* publication, or go to our Section website at www.michbar.org.

CONFERENCE COST: $125

Includes snacks and Continental breakfast on Saturday.
Optional Friday night awards dinner – $45.

SBM
State Bar of Michigan

ALTERNATIVE DISPUTE RESOLUTION SECTION

REGISTRATION

2011 Annual Meeting and Conference

Friday–Saturday, September 23-24, 2011
The Amway Grand Plaza Hotel, Grand Rapids, MI 49503

Register Me for the Annual Meeting & Conference

Number of conference attendees ..... _____ x $125 = _____
Law/graduate students: number of attendees ..... _____ x FREE = ____0____
Sitting judge: ..... _____ x FREE = ____0____

Conference Registration fee for sitting judges, law students, and graduate students is waived. You MUST register by mail or fax and MUST pay if attending Friday night dinner.

Register Me for Dinner Friday, September 23

Number for dinner ..... _____ x $45 = _____

Entrée Selections:

☐ Roasted Pork Tenderloin with Mustard-Cornichon Sauce ..... #_____
☐ Herb Marinated French–Cut Chicken Breast with Wild Mushroom Cream..... #_____
☐ Vegan Entrée (Chef's Selection) ..... #_____
Please advise of any food sensitivities/allergies: _____

Registration total = _____

Deadlines

Payment & registration for conference and Friday dinner must be received by **3 p.m., Friday, August 26, 2011**. Refunds will only be provided for cancellations received in **writing** at SBM by **3 pm, Friday, September 2, 2011**.

Hotel Room Reservations

A limited block of rooms is being held at the Amway Grand for conference attendees until **August 23, 2011**. Rooms are limited so reserve early. Rates per night: Single or Double: $127 per night (plus 14% taxes)

Hotel Reservations: Call (800) 253-3590 or reserve on the web at *reservations@amwaygrand.com* and reference "State Bar of Michigan." **You CANNOT make hotel reservations with this form.** You must reserve your room directly with the hotel using the information above.

REGISTRATION METHODS:

ONLINE at http://e.michbar.org

—OR—

MAIL your check and completed registration form to: State Bar of Michigan, Attn: Seminar Registration, Michael Franck Building, 306 Townsend Street, Lansing, MI 48933

—OR—

FAX (ONLY if paying by credit card) the completed form and credit card information to: Attn: Seminar Registration at (517) 346-6365

QUESTIONS: Contact Laura Athens by phone (248) 426-8800 or by e-mail lathens@twmi.rr.com.

P #:_____
Name: _____
Name of Guest: _____
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Enclosed is check # _____ for $_____
Please make check payable to: State Bar of Michigan
Please bill my: ❑ Visa ❑ MasterCard for $_____
Card #:_____
Expiration Date:_____
Please print name as it appears on credit card:
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Authorized Signature: _____

The ADR Quarterly

State Bar of Michigan
306 Townsend St.
Lansing, MI 48933

The ADR Quarterly is published by the ADR Section of the State Bar of Michigan. The views expressed by contributing authors do not necessarily reflect the views of the ADR Section Council. The ADR Quarterly seeks to explore various viewpoints in the developing field of dispute resolution.

For comments, contributions or letters, please contact:

Kevin Hendrick
313-965-8315
Toni Raheem
248-569-5695
or Phillip A. Schaedler
517-263-2832

http://www.michbar.org/adr/newsletter.cfm

Upcoming ADR Trainings

General Civil

The following 40-hour mediation trainings have been approved by SCAO to fulfill the requirements of MCR 2.411(F)(2)(a):

Bloomfield: **Sept 2, 9, 16, 23, 30**
Training sponsored by Oakland Mediation Center
Register online at www.mediation-omc.org
or call 248-348-4280

Big Rapids: **July 20-22, 28-29**
Training co-sponsored by Ferris State University and DRC of West Michigan
Contact: Call 616-774-0121 or email: info@drcwmich.org or go to www.drcwmich.org

Plymouth: **September 15-17, September 30-October 1**
Training sponsored by Institute for Continuing Legal Education
Register online at www.icle.org
or call 1-877-229-4350.

Lansing: August 20-22, 25-26
Training sponsored by Resolution Services Center
Call 517-485-2274

Domestic Relations Mediation Training

The following 40-hour mediation trainings have been approved by SCAO to fulfill the requirements of MCR 3.216(G)(1)(b):

Ann Arbor: **July 25-29**
Training sponsored by Mediation Training & Consultation Institute
Register online at www.learn2mediate.com
or call 1-734-663-1155

Bloomfield: **October 7, 14, 21, 26, 28**
Training sponsored by Oakland Mediation Center
Register online at www.mediation-omc.org
or call 248-338-4280

Advanced Mediation Training

Mediators listed on court rosters must complete eight hours of advanced mediation training every two years. The following training fulfills this requirement:

Petoskey: **October 11**
"Mediating Monetary Claims and Damages"
Trainer: Stephen J. Tressider
Training sponsored by Northern Community Mediation
Contact Jane Millar, 231-487-1771

Bloomfield: **September 15**
Training sponsored by Oakland Mediation Center
Register online at www.mediation-omc.org
or call 248-338-4280