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Alternative Dispute Resolution Section of the State Bar of Michigan

Mediator's Guide to Caucuses

— by Stuart M. Israel

Mediation, as defined by MCR 2.411(A)(2), "is a process in which a neutral third party facilitates communication between parties, assists in identifying issues, and helps explore solutions to promote a mutually acceptable settlement."

Facilitative mediation for many lawyers is, as they say, a new paradigm. The old way typically involved an aggressive trial judge's "shuttle diplomacy," exemplified by an experience I had in federal court. The judge convened a mandatory settlement conference with lawyers and decision-making parties. She brought us together in a conference room and thanked us for coming (in response to her order). She encouraged us to make every effort to settle. If we did not settle, she said, she would decide the long-pending cross-motions for summary judgment and "one side would be very unhappy." She glared at the other side's lawyer and me and said: "I think counsel know exactly where I'm coming from." He and I looked at one another. We had a moment of perfect silent communication: neither of us had the faintest idea of where the judge was coming from. The judge separated our groups and commenced "shuttle diplomacy." After hours of back-and-forth, we settled. My side came way down. The other side came way up. We later ascertained that our motivations for settling were identical. During caucus discussions the judge revealed profound ignorance of the facts and the law and extreme and reckless ideas about what a summary judgment might look like. The prospect of leaving the decision in her hands was unthinkable. Each side moderated its position. It was a good settlement - if you subscribe to the idea that the hallmark of a good settlement is that everyone is unhappy.

Some old-school lawyers think that mediation isn't mediation without caucuses.

The reason why the judge's caucus-based "mediation" worked is because the judge had an iron fist inside her velvet glove. That was the old way. The facilitative mediator has no iron fist. The facilitative mediator "has no authoritative decision-making power." MCR 2.411(A)(2). Under MCR 2.411(C)(3), the mediator reports to the trial judge "only" that mediation was completed, who participated, and whether the case settled - not who was unreasonable (or unprepared, hostile, obstructive, passive-aggressive, etc.).

In facilitative mediation, caucus is not an instrument to impose the mediator's will and judgment on reluctant parties; rather, caucus is one of various tools available to mediators to serve the objectives of MCR 2.411(A)(2): to facilitate communication between parties, to assist in identifying issues, and to promote a mutually-acceptable settlement. Under the MCR 2.411 model, the mediator's objective is not settlement. Rather, it is to facilitate the parties' consideration of all possible resolutions to the dispute. The process belongs to the parties, not the mediator. The mediator's objective is to assist the parties in reaching agreement if there is an agreement to be reached. There is not a mutually acceptable resolution to every case. The mediator - like the process - succeeds if all settlement possibilities are exhausted. Sometimes parties need their day in court. Of course, the style of the mediator, the mediator's commitment to the facilitative model, and the parties' expectations and directions all influence the degree to which the mediator might press for and shape settlement. There are consumers of mediation services who want a head-knocking

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expert from out of town to wield that velvet glove even if there is no iron fist inside.

Whatever the desired mediation model, caucuses can be useful tools. They are not, however, required. For some, this goes against the grain. Some old-school lawyers (and some old-school mediators) think that mediation isn't mediation without caucuses. They think that caucuses and "shuttle diplomacy" are the essence of mediation, and that everything else is marginal. But sometimes caucuses obstruct the parties' communication. Indeed, the central idea of facilitative mediation is that informed communication between the parties promotes agreement. Informed communication is more likely when the parties face each other across the table and candidly discuss their views - on the facts and the law, on interests and objectives, and maybe about right and wrong. Communication is more difficult when the parties are in different rooms.

Caucuses can shift attention from the parties' communication, where it should be in mediation, to the mediator.

Caucuses have other drawbacks. Caucuses can create the feeling of secrecy, interfering with the level of trust and comfort necessary to agreement. Caucuses can cause parties to feel (rightly or wrongly) that the mediator is siding with the other party. Caucuses can shift attention from the parties' communication, where it should be in mediation, to the mediator, who can become the principal communicator for both sides. Caucuses can harden parties' positions because in caucus their positions are expressed to sympathetic ears ("preaching to the choir") in terms not tempered for the opposition's consumption. Caucuses can be time-consuming - joint sessions are more efficient, with direct communication between the parties - and therefore more expensive.

Still, caucuses can be very useful. Mediators should use them if and whenever there is a good reason for using them, such as any or all of the following reasons to caucus.

TWENTY-NINE REASONS WHY MEDIATORS MAY USE CAUCUSES DURING MEDIATION

1. *To probe facts, interests, needs, motivations, justifications, concerns, perceptions, assumptions, analysis, objectives, positions, and feelings in a safe, confidential setting.*
2. *To gather additional information that parties may not want to reveal in joint session.*
3. *To ask questions to be sure the mediator knows what the mediator ought to know to be effective and to avoid surprises.*
4. *To test credibility, accuracy, reliability, and comprehensiveness.*
5. *To communicate that it is appropriate for a party to ask questions of the other side, and assist in formulating questions for the other side.*
6. *To give the parties an opportunity to ask the mediator questions in a safe, confidential setting.*
7. *To "brainstorm" ideas for possible settlement in a safe, confidential setting, without judgment, fear of looking foolish, or concern about putting terms on the table without sufficient deliberation.*
8. *To reality test by asking a party to predict the other party's reaction to possible settlement ideas.*
9. *To reality test by focusing on the party's best alternative to a negotiated agreement ("BATNA").*
10. *To promote the parties' self-examination and clarification of objectives, assumptions, and expectations.*
11. *To encourage the parties to do necessary arithmetic and other exercises to turn abstractions into practicalities.*
12. *To change the atmosphere created in joint session:*
    - *A. To relieve tension.*
    - *B. To diffuse anger.*
    - *C. To provide a "cooling off" period.*
    - *D. To provide "breathing space."*
    - *E. To allow parties and their lawyers to express themselves and get things "off their chests" in a safe, confidential setting.*
13. *To promote discussion and consultation between parties on the same side, or between parties and their own lawyers.*
14. *To avoid or break impasse.*
15. *To refocus a party on interests rather than positions and personalities.*
16. *To regain direction or control lost in joint session.*
17. *To address suspicion and insecurity.*
18. *To restate and reinforce the purposes of the mediation process.*
19. *To provide positive feedback in response to a party's efforts to communicate and identify common ground with the other side.*
20. *To diffuse frustration with apparent lulls in progress.*
21. *To dissuade parties from destructive conduct in the mediation process, and to make suggestions for constructive conduct.*

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22. To facilitate changes in position in a setting that avoids embarrassment and confession, and that saves face.

23. To permit parties to vent anger, frustration, resentment and similar emotions in a safe, confidential setting, and then regain focus on achievable objectives and alternatives.

24. To prepare or review documents and to create or review lists, charts, graphs and other demonstrative aids.

25. To respond to imbalance in the joint session, such as where one party intimidates or inhibits the other or dominates in a way that interferes with communication.

26. To assist parties in drafting and reviewing proposals to other parties, and responding to counter-proposals.

27. To give parties a chance to telephone their spouses, business partners, accountants, bankers, friends, neighbors, relatives, "lifelines," and anyone else who may be able to provide necessary information and advice.

28. Because a party requests a caucus.

29. Because some parties (and their lawyers) think that you can't have a mediation, or reach settlement, without caucuses.

When the mediator proposes caucuses, or a party does, the mediator should follow a basic protocol to ensure that everyone views caucuses in the proper perspective. The following are suggestions for the mediator's preface to adjourning to caucus.

FOUR SUGGESTIONS FOR THE MEDIATOR'S PREFACE TO ADJOURNING TO CAUCUS

1. Define caucuses and identify their purposes.

While the caucus concept may be elementary for lawyers, it doesn't hurt to be elementary for parties. Explain what caucuses are and identify their purposes. Explain that the objective of the caucus will be to try to formulate proposals, or to develop ideas for moving toward resolution, or to discuss information with the mediator in a confidential setting, or to achieve other desired out-comes or serve other purposes. Specifying objectives dispels the feeling that there is something unsavory about the mediator privately talking about a party (behind that party's back) with the other party.

Reenforcing the mediator's neutrality and even-handed availability to assist all parties for identified objectives helps ameliorate the uncertainty and concern associated with "secret" discussions.

2. Specify the mechanics.

Information alleviates anxiety, even about the mundane. Explain where the caucus will take place (i.e., the well-appointed conference room down the hall). Estimate how long it is likely to

take (and step out of the caucus to adjust your estimate if you run over, explaining why in general terms: "We know you've been waiting. I appreciate your continued patience. The other side is putting together a proposal for you to consider but it's taking a bit longer than expected. We'll be maybe another ten minutes.") Explain that when the caucus with the first party is done, you'll caucus with the other party. As appropriate, explain that the caucuses may not be of equal length, depending on their agendas.

3. Explain the confidentiality ground rules.

Explain to each party that everything communicated in every caucus will be kept confidential - unless and until the party authorizes disclosure to the other side.

4. Assign "homework."

Consider assigning "homework" to the non-caucusing party to keep things on track while out of joint session. For example, you might ask the non-caucusing party to assess its BATNA by charting (1) the best-case recovery if the dispute goes to the judge or jury, (2) the most likely recovery, and (3) the worst case. And you might ask the non-caucusing party to do the same three-point assessment for the other side's case, from the other side's perspective. A little arithmetic, speculation, and putting oneself in the opposition shoes can bring practical reality to the proceedings. A party's look into the abyss - as calculated by the party's own "homework" - can moderate settlement postures as effectively as an unhappiness-predicting judge's iron fist.

Caucuses are useful, but not mandatory, tools...

On return from caucuses and upon reconvening in joint session, report whatever there is to report: additional information, new ideas, questions, proposals or whatever else was accomplished (without breaching confidentiality) to demonstrate how the caucuses contributed to the process and to stimulate progress in the joint session.

In sum, caucuses are useful, but not mandatory, tools that can serve the objectives of facilitative mediation and that can and should be used to serve identified purposes if and when it makes sense to do so.

Stuart M. Israel is a lawyer and mediator. He practices with Martens, Ice, Klass, Legghio, Israel & Gorchow, P.C., in Southfield, Michigan.

Upcoming Mediation Trainings

The following 40-hour mediation trainings have been approved by SCAO to fulfill the requirements of the mediation court rules, MCR 2.411 (general civil) or MCR 3.216 (domestic relations). Please note that participants must attend all of the dates listed for each training session in order to complete the 40-hour training. For more information, visit the SCAO web-site at www.courts.michigan.gov/scao/dispute/odr.htm.

General Civil

Training sponsored by Dispute Resolution Center of Washtenaw County:

Ann Arbor: March 5-7, 12-14, 2004
Contact: Kaye Lang at 734-222-3745 / Email: drc@mimediation.org

Training sponsored by Institute for Continuing Legal Education:

Ann Arbor: March 25-27, April 9-10
Grand Rapids: June 3-5, 18-19
Register online at www.icle.org/mediation, or call 1-877-229-4350.

Training sponsored by Oakland Mediation Center:

Bloomfield Hills: April 20, 22, 24, 27, 29, May 1
Contact: Nanci Klein at 248-338-4280

Training sponsored by Dispute Resolution Center of Central Michigan:

Lansing: April 29-30, May 1, 14-15
Contact: Karen Beauregard at 517-485-2274

Domestic Relations

Training sponsored by Institute for Continuing Legal Education:

Plymouth: February 3-7, 2004

Register online at www.icle.org/mediation, or call 1-877-229-4350.

Trainings sponsored by Mediation Training and Consultation Institute:

Ann Arbor: April 2004

Ann Arbor: July 2004

Ann Arbor: December 2004

Register online at www.learn2mediate.com, or call 1-800-535-1155

Current State of Class Action Arbitration in Flux

— by Mary A. Bedikian, JD

In *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 105 S.Ct. 3346 (1985), the United States Supreme Court established the principle that arbitration of statutory rights is permissible so long as the arbitral forum is adequate to protect the substantive rights afforded by the statute. Federal courts have since grappled with this principle. How is adequacy defined? What is considered a "substantive" right? What if the arbitration clause truncates the statute of limitations? prevents punitive damages where the federal law permits such damages? And, what if the arbitration clause prevents class actions?

When consumers deal with large corporations, small claims may not be capable of being litigated. Aggregating claims, however, permits those aggrieved to initiate suit, and seek appropriate remedies. Today, many credit card companies, banks and loan institutions have established arbitration systems to address claims that may arise. Often, notice of the availability of arbitration is achieved through an "envelope stuffer." The agreements to consumers are written in fine print, and included with other documents, such as monthly statements. Many agreements also bar class actions.

Recent court decisions leave the subject of class actions in flux. For example, in *Johnson v. West Suburban Bank*, 225 F.3d 366 (3d Cir. 2000), the Third Circuit addressed the question of whether parties seeking class actions may be compelled, by virtue of an arbitration agreement, to arbitrate statutory claims, in this case alleged violations of the Truth in Lending Act (TILA) and the Electronic Fund Transfer Act (EFTA). Reversing the district court, the Third Circuit held that "nothing in the legislative history or the statutory text of the TILA clearly expresses congressional intent to preclude the ability of parties to engage in arbitration.

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Johnson must demonstrate that arbitration irreconcilably conflicts with the purposes of the TILA." Since Johnson could not demonstrate that an irreconcilable conflict existed, his quest to proceed in court failed.

In deciding this case, the Third Circuit was clear that while Johnson (and other plaintiffs) lacked the procedural right to proceed as part of a class, the rights otherwise afforded under TILA were availing, in arbitration. "Under the prevailing jurisprudence, when the right made available by a statute is capable of vindication in the arbitral forum, the public policy goals of that statute do not justify refusing to arbitrate." *Johnson*, supra.

Johnson left open several questions, such as who decides whether the contract containing the arbitration clause precludes class arbitrations, and whether an arbitrator can certify a class where the contract is silent on the class action issue. Last year, the United States Supreme Court decided *Green Tree Financial Corp. v. Bazzle*, et al, 123 S.Ct. 2402, _____ U.S. _____ (2003), a summary of which appeared in the October 2003 ADR Section Newsletter. The decision offers guidance on the open questions. If the contract is silent on the question of class action, a party can raise the issue, as a question of arbitrability, before an arbitrator. The arbitrator will then decide the propriety of the class action remedy, as a question of contract interpretation. *Bazzle* paved the way for ordering class-wide arbitration when the interests of equity and efficiency would be served, where the arbitration agreement does not specifically preclude class actions. Thus, the question of class action arbitration at the moment turns on whether the contract contains some reference to class action arbitration, or is silent on the matter.

Note to practitioners: Some agreements provide that arbitration will be conducted under the applicable rules of the American Arbitration Association. Effective October 8, 2003, the Association will administer demands for class action pursuant to its Supplementary Rules for Class Arbitrations if (1) the underlying agreement specifies that disputes arising out of the parties' agreement shall be resolved by arbitration in accordance with any of the Association's rules; and, (2) the agreement is silent with respect to class claims, consolidation or joinder of claims. The Association will not accept for administration demands for class arbitration where the underlying agreement prohibits class claims, consolidation or joinder, unless ordered by a court of appropriate jurisdiction. The Association's Supplementary Rules are located on their website (www.adr.org, under Rules).

Mary Bedikian, past ADR Section chair and former vice president for the Detroit region of the American Arbitration Association, is now program director and professor at Michigan State University-DCL College of Law.

Comments From the Chair

— by Deborah L. Berecz

Deborah L. Berecz, ADR Section Chairperson

Why are you a Mediator?

The ADR surf is up in Michigan. Those who caught it early have been saying for years that mediation is the wave of the future. Now surfboard shops are sold out as people become trained mediators and head for the ocean. Buy why?

Is it a convenient exit out of the sometimes less than collegial litigation arena? Is it viewed as a new income stream for the firm? Are attorneys merely weary of the energy it takes to remain a gladiator? Or have you witnessed the impact a lawsuit can have on a person or family or business (irrespective of outcome) and believe that a less adversarial forum might yield a result more satisfying for the client? Perhaps you have been at the mediation table when synergy occurs and everyone is clearly working together to get the thing resolved and you like being a part of that process. Or is your company demanding a less costly option to litigation? Is it simply following the masses into the ocean because that's where the action is?

All of the above motivations are in play and legitimate. There is not a right or wrong answer to the title question. But even if my motivation was foremost a practical one, i.e, this is where the action is, I can still impact the ocean tide by my behavior. In other words, I can be a pragmatist and still work to make my community a better place. Not overnight, but at the glacial rate we've experienced in the ADR field over the last 10, 15, 20 years. It takes a long time to implement a paradigm shift.

This shift was facilitated for me in my early years as a new mediator. Those more experienced and wiser than I took time to educate and mentor me and others. On numerous occasions, I've seen and experienced mediators taking time to talk about the alternatives to colleagues and clients, often educating people one-on-one. I've known you to take calls from newcomers answering such questions as, what are the distinctions between various alternatives, where can top-notch training be found, how does one draft an agreement to mediate. I've heard you take the time to thoughtfully consider questions from experienced mediators about whether neutrality would be compromised in a given situation, or process with the mediator the complexities of a particularly confounding case. You have set up seminars and arranged for speakers to come to your communities to explain the basics and refine the art.

A sense of collegiality has grown from that mentoring process. As our own experience and knowledge has grown, we've felt an obligation to mentor others and become ambassadors to courts, companies and communities, encouraging them to add ADR to their tool box of conflict resolution otions.

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But why would someone who's been aware of the wave for years-in fact, has become an adept surfer after practicing the ride for years, honing the art of being a truly skilled mediator-mentor colleagues to become providers of the same service the mentor provides? Why create competition? The answer, in part, may lie in a core characteristic of ADR: the conviction that cooperative efforts often yield more satisfying results, in a more gratifying way, than competitive ones.

...we need those colleagues, who are also our "competitors," to continue to mentor us, even as we also mentor them.

It may be inevitable, once the door to an emerging field bursts wide open, that the need for self-preservation and territoriality begin to creep through the doorway too. But we should all strive to check those natural impulses. The truth is, one never completely "arrives" as a facilitative mediator. One of the reasons I personally find so much satisfaction in this work is the adventure I embark on every time I step into a new mediation session and say, "I'll be your mediator today." OK, it's not quite that waiter-like, but it's always interesting to watch a case unfold: to observe people become increasingly comfortable disclosing as they engage in the process, to listen to the depth of emotion that underlies the dispute, and to assist them in crafting a solution that's all their own. Because each case has its own idiosyncrasies, a mediator must continually be in a learning mode. Upgrading one's skills is not optional.

That means we need those colleagues, who are also our "competitors," to continue to mentor us, even as we also mentor them. I was recently asked by a respected mediator, if I would provide case consultation at my hourly rate on particularly challenging cases.1 Of course, attention is paid to the billables in my own practice but I suggested that we instead exchange case consultation services. I'm looking forward to that collaboration as a growth- enhancing experience for us both. However, an alternative reaction might have been: Why would I want to help you become a better mediator? You'll only cut into the work available for me.

Perhaps in our enthusiasm for ADR, we have not always been careful to delineate the limits of mediation.

As the number of *skilled* mediators grows, more people will understand the process, and the demand for mediation services will increase. We don't need to elbow one another aside as we seek to do more ADR work. Rather, we can contribute to the growth of the profession as a whole, growing the culture of cooperative conflict resolution in our communities, and lowering our collective blood pressures (ours and the clients') at the same time. The growth of our individual practices will follow. As an added bonus, it is gratifying to help a *profession* grow throughout the county or state-far more gratifying than simply growing a *practice*.

A cautionary note. As we mediators develop collegial and complementary relationships, we also need to attend to what we communicate to attorneys and the public who may not share our enthusiasm for this process. The hallmark of a huckster-whether selling cars, a weight-loss plan, or mediation-is over-promising ("This car will change your life." "You can lose 15 pounds in one week and eat anything you want-without exercising.") Perhaps in our enthusiasm for ADR, we have not always been careful to delineate the limits of mediation. It isn't perfect for every situation and we need to know when it's not. I don't think we need to dampen our enthusiasm as much as we need to strengthen our screening skills. To paraphrase Abraham Lincoln's famous aphorism, you cannot and should not mediate all the cases all the time. It is to the detriment of our profession if we don't recognize our individual limits and the limits of the process.

We can avoid allowing ADR processes to become permeated with the more competitive aspects of litigation. On the micro level, our own attitude of facilitating cooperation models precisely what mediation calls parties to do. Our behavior affects our colleagues and our clients. On the macro level, our behavior as a group of professionals in the community will model what we are trying to teach our clients: that solving problems and meeting challenges cooperatively can provide a more satisfying and efficient resolution. If we recognize our need to improve and refine our own skills, and contribute to the competencies and growth of fellow ADR professionals, a better quality of service will be provided clients across the State of Michigan. This will improve the perception and acceptance of cooperative conflict resolution among the public, leading to more work for all of us-not to mention a better world to inhabit. In the meantime, we've derived a lot more satisfaction from surfing the waves with others balancing on their own boards than had we hoarded the thrill.

[1] The mediator made it clear that this was for the mediator's own professional growth and it would not be an expense the client would bear. It's also important to attend to strict confidentiality in such discussions, avoiding anything that would aid in identifying parties or counsel involved.

Third Annual ANDRI Offers Two National Speakers

The ADR Section of the State Bar is once again collaborating with the ICLE to present the 3rd Annual Advanced Negotiation and Dispute Resolution Institute (ANDRI) on Thursday, March 18, 2004 at the St. John's Golf & Conference Center in Plymouth.

ANDRI again features two nationally-known speakers on ADR: Kenneth Cloke and Raytheon Rawls, both of whom are mediators and arbitrators. Ken Cloke, director of the Center for Dispute Resolution in Santa Monica, California, specializes in complex multiparty disputes such as workplace and organizational disputes, and designs conflict resolution systems for organizations. Raytheon Rawls, former administrative law judge and former assistant law school dean, now with Resolution Resources Corporation in Atlanta, teaches courses in ADR to lawyers, social workers, and others around the United States.

Both speakers will offer plenary-session addresses as well as workshops. Their workshops will be offered more than once during the day, so that attendees will not have to choose between them! Other break-out sessions will follow three tracks: a civil track, a domestic relations track, and a track for advocates and consumers of ADR which will include a panel discussion with judges.

The ANDRI has become the premiere ADR event for lawyers in Michigan, and the Section is proud to be its co-sponsor. For more information on registration, please contact ICLE at www.icle.org/andr.

Ask the Neutral

Dear Mediator,

As a mediator, I'm uncertain about what to do when a mediation party shows up to the mediation with unexpected people. Do I simply tell them that no one can attend without prior notice? In a recent general civil case, plaintiff showed up with her new husband, and refused to participate without him, but defendant refused to participate with him, so we had to do the whole mediation in caucus. It would have been okay with me if the husband had stayed; I didn't see what the big deal was, but when I suggested that, the defendant wasn't too happy with me.

Signed,

The More, the Merrier

Dear More,

The problem of the unexpected participant is a perfect illustration of how the mediation actually begins long before the mediator starts her opening statement. There are two alternatives in dealing with this: one is to try to resolve it prior to mediation day, and the other is to mediate the dispute when it actually arises on mediation day.

Prior to the mediation, as part of the scheduling conversations with each party, the mediator can try to ascertain all persons who will be attending the mediation, and gain agreement from both sides to each participant. This may itself require some mediation if there is disagreement. The mediator can then rely on the pre-mediation agreement if a controversial participant still appears at the mediation (which happens).

If an unexpected participant comes to the mediation, the mediator can mediate the disagreement as to participants. The mediator can shuttle between the parties prior to the mediation beginning, until consensus is reached regarding participants. Or, the mediator can bring everyone into the mediation room and deliver the mediator opening statement, so that everyone can hear how the process will be conducted, and then mediate the dispute regarding who should attend, with everyone present.

Oftentimes, the parties see the resolution to this as simply "he stays or he goes." The mediator can offer other intermediate options:

- the person sits at the table, but cannot address the group, only the party who brought them;
- the person sits in the mediation room, but not at the table;
- the person sits in another room, and may participate in his party's caucus, but not in joint sessions;
- the person can leave the mediation site but be available by telephone.

The mediator also has the option of making a "ruling" as to who will be present in the mediation room. However, the mediator runs the risk of compromising neutrality, as whichever party loses on this issue -and the parties will perceive it as a win/lose ruling—will perceive the mediator as biased against them. Although the mediator may see this simply as a procedural issue, one or both parties may perceive this as determinative of the outcome, so the mediator must handle this dilemma with care, no matter how ridiculous the party's demand may seem.

This issue's Ask the Neutral column was answered by Anne Bachle Fifer, Grand Rapids mediator and ADR Section Council member. If you have a question, send it via e-mail to ADR Section Newsletter editor Anne Bachle Fifer at abfifer@i2k.com. The question will be assigned to an ADR Section member familiar with the subject area.

The ADR Newsletter

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