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The ADR Newsletter

Alternative Dispute Resolution Section of the State Bar of Michigan

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Recent U.S. Supreme Court Decisions Narrow Arbitrability

— by Mary Bedikian and George Roumell

[The following are excerpts from a law summary prepared by Mary Bedikian and George Roumell for presentation at the ADR Section Annual Meeting held in conjunction with the State Bar Conference in Lansing, September 11, 2003.]

Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79 (2002)

Sometime between 1986 and 1994, Dean Witter, a securities dealer, provided its client, Howsam, with some investment advice. Dean Witter recommended that Howsam buy and hold interests in four limited partnerships. Howsam later alleged that Dean Witter misrepresented the virtues of the partnerships. This became the underlying controversy of the case and fell within Dean Witter's standard Client Service Agreement's arbitration clause, which provided:

[A]ll controversies ... concerning or arising from ... any account ... any transaction ..., or the construction, performance or breach of ... any ... agreement between us ..., shall be determined by arbitration before any self-regulatory organization or exchange of which Dean Witter is a member.

The agreement further stipulated that Howsam could select the arbitration forum. As a result, Howsam chose arbitration before the National Association of Securities Dealers (NASD). To obtain NASD arbitration, Howsam signed the NASD's Uniform Submission Agreement, which specified that the "present matter in controversy" was submitted for arbitration "in accordance with the NASD's Code of Arbitration Procedure." The Code contained a provision that no dispute "shall be eligible for submission ... where six (6) years have elapsed from the occurrence or event giving rise to the ... dispute."

After the Uniform Submission Agreement was executed, Dean Witter filed a lawsuit in federal

district court, asking the court to declare that the dispute was "ineligible for arbitration" because it was more than six years old. In addition, Dean Witter sought an injunction that would prohibit Howsam from proceeding in arbitration.

The district court dismissed the action on the ground that the NASD arbitrator, not the court, should interpret and apply the NASD rule. Dean Witter appealed.

The Tenth Circuit Court of Appeals reversed, holding that the timeliness of arbitration was subject to judicial rather than arbitral resolution.

After granting certiorari, however, the United States Supreme Court held that: (1) interpretation of the NASD rule imposing a six-year time limit for arbitration was a matter presumptively for the arbitrator, not for the court; and, (2) the parties' contract did not call for judicial determination of whether arbitration was time-barred.

Green Tree Financial Corp. v. Bazzle, et al., 123 S.Ct. 2402, ___ U.S. ___ (2003)

Bazzle, a respondent, and Lackey and Buggs, respondents, separately entered into contracts with Green Tree Financial Corp. (Bazzle secured a home improvement loan from Green Tree, and Lackey and the Buggs entered into loan contracts and security agreements for the purchase of mobile homes with Green Tree.) Each contract included a specific identical arbitration clause that required "all disputes, claims or controversies arising from or relating to this contract or the relationships which result to be resolved by binding arbitration by one arbitrator selected by us [Green Tree] with consent of you [consumer]."

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The contract was to be governed by both the Federal Arbitration Act (FAA) and South Carolina law. At the time of the loan transactions, Green Tree apparently failed to provide its customers with a required form that would have informed them that they had a right to name their own lawyers and insurance agents.

Respondents separately filed actions in South Carolina state court, asserting that this failure on the part of Green Tree constituted a violation of South Carolina law.

The “relevant question here is what kind of arbitration proceedings the parties agreed to...Arbitrators are well-suited to answer that question.”

With respect to the Bazzle action, the state court entered an order to:

(1) certify a class action, and (2) to compel arbitration. An arbitrator was selected in accordance with the terms of the arbitration clause, and an arbitration hearing occurred. The arbitrator eventually awarded the class \$10,935,000 in statutory damages, and attorney’s fees. The trial court confirmed the award. Green Tree appealed to the South Carolina Court of Appeals.

The Lackey and Buggs case followed a slightly different course, but with essentially the same result. Green Tree moved to compel arbitration, but the trial court initially denied the motion, finding the agreement unenforceable. The South Carolina Court of Appeals reversed this decision. Arbitration was then conducted in accordance with the clause that required Green Tree to select an arbitrator and submit the name to the customer for consent. The parties chose the same arbitrator who arbitrated the Bazzles’ dispute. Here, the arbitrator certified the class, heard the dispute, and awarded the class \$9,200,000 in statutory damages, and attorney’s fees. The trial court confirmed the award. Green Tree appealed to the South Carolina Court of Appeals, claiming that class arbitration was not legally permissible.

The South Carolina Supreme Court withdrew both cases from the jurisdiction of the Court of Appeals, consolidated the proceedings, and held that, since the contracts were silent with respect to class arbitration, class arbitration was proper. The United States Supreme Court granted certiorari to consider whether the decision of the South Carolina Supreme Court was consistent with the Federal Arbitration Act.

In a 4-3 decision, the United States Supreme Court, speaking through Justice Breyer, held that the class arbitration issue constituted a disputed issue of contract interpretation. Under the terms of the parties’ contracts, the question of whether the agreement precludes class arbitration is for the arbitrator to decide (relying on *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 943, 115 S.Ct.1920 (1995)). The Supreme Court differentiated between certain gateway matters, such as whether the parties have a valid arbitration agreement at all, or whether the clause in question applies to a particular type of dispute, which are questions for the court to decide, and the issue of class arbitration, which presents a different question. The “relevant question here is what kind of arbitration proceedings the parties agreed to...Arbitrators are well-suited to answer that question.” Accordingly, the decision of the South Carolina Supreme Court was vacated and remanded for further proceedings.

Chief Justice Rehnquist, joined by Justice Kennedy and Justice O’Connor, dissented, stating that the class arbitration issue was for the courts to decide, not the arbitrator. The pertinent contract language provided that “any disputes arising out of the contracts shall be resolved by binding arbitration by one arbitrator selected by us with the consent of you.” Under this language, individual class members had the right to select different arbitrators. While the FAA does not prohibit parties from engaging in class-wide arbitration, parties may do so only if they have agreed so to proceed. Here, the dissenting justices concluded, this agreement was lacking. ❄️

Alternative Dispute Resolution Section Amends Bylaws to Expand Executive Committee

— by *Asher N. Tilchin, ADR Section Secretary*

In 1991 the ADR Section became one of the Michigan State Bar subgroup practice sections. At that time, a mere 12 years ago, the Section served but a relatively few committed lawyers who envisioned the need and potential of the alternate dispute resolution movement. ADR is no longer an embryonic movement. It has become a significant law practice reality reaching into virtually every practice discipline. As a result of the increased use of ADR, the Section has experienced significant growth. While growth is generally desirable, quick expansion will often disrupt orderly development.

Governance Under the Original Bylaws. The ADR Section’s first set of Bylaws addressed organizational

issues, defined the Section’s purpose and provided governance mechanisms. A 23-person council was created, made up of section members who served for staggered term periods. Officers were elected from the pool of council members with a ladder progression beginning with treasurer to secretary, then to chair-elect and finally to the chair. Thus (after a full slate of officers were elected), a Treasurer was elected every year who upon assuming office was committed to serve for a minimum of four years as she/he went up the ladder to chair. The four officers functioned as a defacto executive committee. Under the Amended Bylaws, only the chair-elect is committed to serve as chairperson during the ensuing year.

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Strategic Plan/Executive Committee. During the 2001/2002 Section year, under Dale Iverson's leadership, the Section developed a comprehensive strategic plan that identified and sorted out the myriad demands and directions that drove the ADR practice into a prominent practice discipline. The plan recognized that, because so much was happening so fast, there was a need to clarify purpose and programs, and to redefine objectives. Using current parlance, the Section developed a road map that will guide a focused implementation of the many positive aspects of ADR practice. Task force groups lead by chairpersons were formed to implement the plan. These groups require concentrated leadership because the implementation of their tasks is now a major component of the Section's business. To make the plan work effectively, the Council felt that a larger executive committee was needed. Thus, the Amended Bylaws create a five- to seven-person executive committee consisting of most of the strategic plan leaders, who will serve together with the traditional group of officers who also have strategic plan implementation responsibilities.

Term Limits. The two 3-year term limits to Council membership set forth in the original Bylaws remain in place, but council members who have served two terms may now serve on the executive committee on a one-year appointment; and may from time to time be re-elected to serve additional one-year terms that need not be successive. This permits a qualified former council member, otherwise disqualified from leadership service because of term limits, to continue to contribute to the Section's mission.

Meeting Dates. Council meetings of its 23 members were scheduled monthly, with some respite in the summer. These meetings, well-attended by council members in Lansing and via telephone conference, usually lasted about two hours. The meeting agendas included some of the micro issues that might be better handled by an executive committee which would report its activities to the Council, thus leaving the Council members free to deal in a more deliberate way with the bigger picture. The Amended Bylaws establish a reduced Council meeting schedule. This year's executive committee (consisting of 6 members) will meet monthly (with a two-month summer respite) and report to the Council, which will meet quarterly for two hours, and annually for a full day.

Annual Meeting. While annual council meetings may occur during the annual State Bar meeting, it is no longer a Bylaw requirement that we do so. The Amended Bylaws provide for the opportunity of scheduling an annual Section meeting and therein combine learning and business with social and recreational activities, free of the busy and distracting agendas that occur during a State Bar annual meeting.

In sum, the Amended Bylaws permit more effective administration, create flexibility in drawing upon qualified executive leadership (otherwise barred by term limits), and create an environment that allows council members to provide carefully considered direction to the many State Bar practitioners who have integrated ADR into their practices. ❁❁

Comments From the Chair

— by *Deborah L. Berez*

Of all the Sections operated by the State Bar, I think the ADR Section is absolutely the best on which to serve. You know why? The Council and Executive Committee members are such skilled collaborators. It is energizing to interact with these people! Egos are checked at the door, decisions are approached cooperatively, and there's real commitment to working together in this dynamic, bursting-at-the-seams field in which we operate. I am grateful for the opportunity to serve as chair of the ADR Section over the next year. There are a lot of challenges and opportunities ahead of us but I can't think of another group of people I'd rather work with in meeting those challenges.

I want to acknowledge the first-rate job Jon Kingsepp did as chair over the last year. Jon had the challenge of

leading the section immediately following finalization of our Strategic Plan and he helped us get off to a great start. Thanks Jon for all your efforts. They show.

Please roll your sleeves up and join us at the work table. If you are a section member, there's a place for you. (Of course, if you are not a member, an application to join can be found in this Newsletter on page 8!). In the burgeoning field of ADR in Michigan there are many interesting and varied projects upon which you could leave your unique imprint. Opportunities abound to shape the development of mediation and arbitration, as well as other dispute resolution mechanisms, in our state. Please contact me, Chair-elect Dick Hurford or Secretary Asher Tilchin if you want a piece of the action! ❁❁



*Deborah L. Berez,
ADR Section
Chairperson*

DRAM Promoting Climate Change in Michigan

— by *David Gruber*

Decision makers in business, government, and the nonprofit sector are learning more about mediation and ADR, and are becoming familiar with the practitioners in this growing field, through the

efforts of the Dispute Resolution Association of Michigan (DRAM). DRAM, a nonprofit 501(c)(6) organization based in Lansing, strives to increase public knowledge and use of ADR across the state. Formed

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by the directors of Michigan's Community Dispute Resolution Centers (CDRCs) in 2001, DRAM is working on behalf of all ADR practitioners to expand opportunities in the field.

DRAM has been in contact with a number of statewide associations, including the Michigan Municipal League, Michigan Townships Association, Michigan Association of Counties, and Michigan Nonprofit Association. It has also joined with the Michigan Alliance for Mediation and ADR to carry ADR's message to Governor Jennifer Granholm's office, Attorney General Mike Cox's office, the Departments of Environmental Quality, Natural Resources, and Community Health, and other state agencies.

DRAM is finding a receptive audience for ADR in Michigan, but a lengthy learning curve as well. Through meetings, presentations, proposals, articles, correspondence, and other avenues, DRAM is planting seeds to enable the profession to grow. As a result, pilot projects and other programs are in

development or underway. Some involve referrals to ADR providers, including those made to members of the State Bar of Michigan ADR Section.

To pursue its mission, DRAM connects with important allies, which include ADR Section members

To pursue its mission, DRAM connects with important allies, which include ADR Section members. Three members spearheaded the formation of the Michigan Alliance for Mediation

and ADR. The Alliance now includes five section members — R. Craig Hupp, Paula K. Manis, William L. Weber, Jr., Robert E.L. Wright, and this writer — who work with DRAM to promote ADR in the state agencies. Mr. Weber has just been elected to the DRAM Board of Directors.

DRAM also works, of course, with the State Court Administrative Office and the CDRCs. The centers form the statewide network of conflict resolution centers that comprises the Community Dispute Resolution Program, which was created by

legislation in 1988. Many ADR Section members provide services to the centers; some, in fact, helped to create them. The CDRP's successful track record is a powerful advertisement for ADR.

As part of its outreach effort, DRAM is engaging the ADR community in addressing important public issues. The association runs the Public Policy Dispute Resolution Program through its affiliated nonprofit 501(c)(3) organization. The program is supported by a grant from the William and Flora Hewlett Foundation. Several ADR Section members joined DRAM's four-day training last December, which equipped trainees to facilitate public policy disputes for government and other entities. In addition, DRAM is working with the ADR Section's Access to Justice Committee to identify ways in which ADR can serve low-income populations.

All of which is to say that DRAM and the ADR Section have common interests, particularly a Michigan climate conducive to ADR. Global warming notwithstanding, climate change is good, and DRAM is working hard to promote it.

DRAM is a membership organization that believes ongoing outreach and education will move potential users of ADR more quickly along the learning curve. It also believes in working together with the State Bar ADR Section to provide a bigger push. Membership in DRAM fuels the outreach effort on your behalf and gains you new ways to exchange experiences and best practices with your colleagues in the field. To learn more about DRAM, contact (517) 485-2274 or resolve@tds.net, or visit DRAM's website at www.michiganresolution.org.

David Gruber is executive director of the DRAM. Mr. Gruber is an attorney and member of the State Bar ADR Section. He has served as public information officer for the Michigan Supreme Court and as a public involvement and community relations consultant for Public Sector Consultants, Inc., in Lansing. Mr. Gruber also has a background in journalism. He is a graduate of the Wayne State University School of Law and is a trained mediator. ❄❄

MSU-DCL College of Law to Host Advanced Negotiations Course for Lawyers

— by *Mary Bedikian**

The Alternative Dispute Resolution Program (ADR) at Michigan State University-DCL College of Law will host its first annual advanced negotiations course for lawyers, "Breaking Through Barriers," on October 23-24, 2003, at the Henry Center for Executive Development, 3535 Forest Road, in Lansing.

The ADR Program, established this year, offers lawyers intensive, state-of-the-art programs and

educational seminars. The negotiations course features instruction in specific areas of negotiation, including the art of negotiating international transactions, the challenges facing the negotiating litigator, and the ethical limitations on lying in negotiations, among others.

Scott Brown, former associate director of the Harvard Negotiation Project and author of "How to

**Professor of Law in residence and Director of ADR Program, MSU-DCL.*

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Negotiate with Kids...Even When You Think You Shouldn't," is a featured guest speaker, along with Dr. Jerome D. Hull, counsel to Butzel Long in Detroit, and MSU-DCL Professor Mary A. Bedikian, former district vice president, Detroit Region of the American Arbitration Association. Other featured speakers include George T. Roumell, Jr., senior partner with the Riley, Roumell and Connolly law firm, Michael Dodge, vice president and general counsel of Daimler Chrysler Insurance Company, and Terence L. Blackburn, dean of Michigan State University-DCL College of Law.

"We are pleased to bring such a unique education program to Michigan State University-DCL College of Law," said seminar organizer Prof. Mary Bedikian. "The program will put in the hands of lawyers skills they can apply daily." Led by Scott

Brown, a nationally-acclaimed speaker, consultant, and author on the subject of negotiations, the program has been designed to "synthesize the study of how people behave in the negotiations process into practical, cutting-edge tools."

Michigan State University-DCL College of Law, formerly known as Detroit College of Law, was founded in 1891 as the first law school in Detroit. The Detroit College of Law affiliated with Michigan State University and moved to MSU's East Lansing campus in 1997. MSU-DCL remains the nation's oldest continuously-operating independent law school.

Registration information for the negotiations course can be found online at www.law.msu.edu/adr. ❄️

ADR Section Annual Meeting Highlights

The ADR Section's Annual Meeting during the State Bar Conference on September 11, 2003, included, as usual, a nice balance of organizational details and substantive ADR information.

Business Meeting. During the Business meeting, outgoing Chair **Jon Kingsepp** passed the gavel to incoming Chair **Deborah Berez**. **Richard Hurford** was elected Chair-elect, **Asher Tilchin** Secretary and **Allyn Kantor** Treasurer. **Donna Craig**, **Charles B. Judson** and the **Honorable Lynda A. Tolen** were elected to the ADR Section Council, and current ADR Section Council members **Charles F. Clippert**, **Anne Bachle Fifer**, **Barbara A. Johannessen**, and **Alan M. Kanter** were re-elected to second terms on the Council. **Barbara A. Johannessen** and **Alan M. Kanter** were also elected to the Executive Committee. **Joseph Bourbeau**, who served two terms on the Council, was honored for his six years of service.

In addition, the By-laws were amended to expand the Executive Committee in order to ensure, as outgoing Chair Jon Kingsepp explained, a smoother, more efficient implementation of the strategic plan adopted last year. [See related article by Asher Tilchin on page 2.]

Awards. Jon Kingsepp presented the "George N. Bashara Chairperson's Award for Exemplary Service to the ADR Section and its Members" to former Section Chair Dale Ann Iverson for her many years of service and leadership to the Section and to the ADR field generally. The "Distinguished Service Award in Recognition of Significant Contributions to the Field of Dispute Resolution" was presented by Deborah Berez to **Zena Zumeta** of Ann Arbor, one

of the true pioneers in ADR who has gained national recognition for her work in the divorce mediation field. [See related articles on page 7.]

ADR Program. The Program portion of the meeting included two components: the state of the law in ADR, and the perspectives on ADR from business, government, judicial, plaintiff and defense points of view. The state of the law was provided, as usual, by the highly-respected team of **George T. Roumell, Jr.**, of Riley & Roumell, and **Mary A. Bedikian**, ADR Program Director of MSU-DCL College of Law, who provided insightful updates on federal and state court cases, as well as proposed and enacted legislation on ADR, within the past year. [Editor's note: George & Mary's case law summaries will be featured in this and upcoming newsletters.]

The state of ADR from a variety of perspectives was presented by a panel of speakers actively involved in litigation, mediation and other forms of ADR. **Attorney Joseph Golden** represented the plaintiff's perspective, noting, among other things, that, although it would be ideal if attorneys themselves suggested ADR, to do so is still perceived as a sign of weakness, so mandatory mediation is useful. He cautioned against attorneys relying on court-ordered mediation and becoming lax in raising the prospect of settlement throughout the life of a case. **Attorney William Schaefer**, representing the defense perspective, noted that it's not a matter of whether you're going to get serious about settlement



Incoming Chair, Deborah Berez, gives outgoing Chair, Jon Kingsepp, a gift to express the Council's gratitude for his leadership over the past year.

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discussions during a case but when. Schaefer is concerned however that parties who are not invested in settling are not appropriately ordered to mediation. He reiterated that although mediation has many benefits, it is best used when parties are motivated to settle. **Attorney Calvin Scott**, with Masco Corporation, represented the business perspective, pointing out that, if ADR is merely utilized as an extension of the litigation process and simply co-opts the litigation model, its effectiveness and efficiency are limited. Accordingly, ADR will not be viewed as reducing the cost of litigation and businesses will keep searching for other dispute resolution methods. The "inevitability of resolution" dictates implementing ADR as early as possible in order to avoid as much of the litigation costs as possible. **Kerry Bernard**, with the Michigan Department of Civil Rights, represented the government perspective. MDCR formerly referred 25 cases per year to mediation but that number has grown to 25 per month with the creation of Bernard's position as Mediation Coordinator. They have successfully expanded the program through referrals to local Community Dispute Resolution

Programs very early in the case, resulting in resolution in over half of those referrals. **Douglas A. Van Epps**, Director of the State Court Administrative Office's Office of Dispute Resolution, represented the judicial perspective. Van Epps pointed out that, since 98% of cases settle before trial, lawyers need to shift their focus from preparing for a non-event-trial to planning to talk with opposing counsel, without a court order such as mandatory mediation forcing them to do so. Lawyers need to move beyond the traditional dance around settlement and focus on problem-solving rather than preparing for a trial that has only a 2% chance of occurring. He suggested that a philosophical discussion should occur in the bar which recognizes that traditional lawyering does not work anymore and asks, "How should law be practiced in the future?" The panel was assembled, and ably moderated, by now-former Section Council member **Joseph Bourbeau**.

Thanks to all who contributed to a highly informative and thought-provoking meeting. ❄️❄️

Advanced Mediator Training Opportunity

The Oakland Mediation Center has arranged for Robert Creo, J.D., to provide a day-long advanced mediator training at the Oakland County Bar Association on October 30, 2003, 8:30-5:30. An experienced mediator, Mr. Creo served as a neutral for the U.S. Senate Select Committee on Ethics, Office of Fair Employment Practices, and has conducted mediation trainings both in the United States, and in Italy and the Ukraine. Cost for this event is \$200. To register, contact the Oakland Mediation Center at 248-338-4280, or e-mail them at www.mediation-omc.org.

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 Macomb County Resolution Center:

Mt. Clemens: October 1, 3-4, 8, 10-11, 2003
Contact Craig Pappas at 586-469-4714

Training sponsored by Institute for Continuing Legal Education:

Troy: November 20-22, December 5-6, 2003
Ann Arbor: March 25-27, April 23-24, 2004
Grand Rapids: June 3-5, 18-19, 2004
Register online at www.icl.org/mediation, or call 1-877-229-4350.

Training sponsored by Dispute Resolution Center of Washtenaw County:

Ann Arbor: November 7-9, 14-16, 2003
Contact: Kaye Lang at 734-222-3745 / Email: drc@mimmediation.org

Domestic Relations

Trainings sponsored by Mediation Training and Consultation Institute:

Ann Arbor: December 3-5 and 9-10, 2003

Ann Arbor: April, 2004

Ann Arbor: July, 2004

Ann Arbor: December, 2004

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

Training sponsored by Institute for Continuing Legal Education:

Plymouth: February 3-7, 2004

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

Also, mark your calendar now for the next Advanced Negotiation and Dispute Resolution Institute (ANDRI), co-sponsored by the Institute of Continuing Legal Education and the ADR Section, to be held March 18, 2004, at the St. John's Conference Center in Plymouth. ❄️❄️

George Bashara Award Given To Former Section Chair

— by Jon Kingsepp

At the annual meeting of the Section on September 11, 2003, the George Bashara Award for exemplary service to the Section was presented to Dale Ann Iverson. This award is given to individuals who have been in the forefront of alternative dispute resolution, in the spirit of Judge Bashara, for whom it is named. While many deserve this award, this year's selection was to our immediate past chairperson, Dale Iverson, who not only diligently provided leadership during her tenure, but was responsible for the development of the strategic plan put into operation this past year. That plan allows our Section to proceed on the development

of long-range initiatives that will continue to emphasize the importance of this section in Michigan and the surrounding states. The result is to put us nearly two years ahead in our planning of activities. But Dale was also responsible for the change of structure in the executive committee. This structure recently approved at the annual meeting enhances the section's ability to plan ahead and be efficient in immediate response to situations that arise. Dale's accomplishments are like those of a butterfly, done with a finesse and flow that is truly admirable. For that reason Dale Iverson was awarded the George Bashara award. ❁❁



The "George N. Bashara Chairperson's Award for Exemplary Service to the ADR Section and its Members" was presented to former Section Chair Dale Ann Iverson.

ADR Section Honors Leader in the Field

— by Deborah Berecz

At its annual meeting on September 11, 2003 in Lansing, the ADR Section honored Zena D. Zumeta with its Distinguished Service Award for Significant Contributions to the ADR Field. Ms. Zumeta is President of the Mediation Training and Consultation Institute and the Collaborative Workplace in Ann Arbor, Michigan and is nationally recognized as an "elder" in the field of family mediation.

Zena Zumeta graduated from Smith College and the University of Michigan Law School. She practiced labor law until becoming a mediator in 1981. In addition to mediating and training mediators she is a facilitator, trainer and consultant for organizations. She works with organizations to assist them in helping their departments, work teams, and labor-management teams work together effectively and productively. She is an approved mediation trainer for Michigan, Ohio, Tennessee, Georgia, Illinois and other states.

Zena Zumeta became a mediator in 1981. One has to wonder how many people even knew at that time what mediation meant. Colleagues with whom she could discuss this new field were few and far between. Now, more than 20 years later, Zena has helped create a colleague base by training numerous family mediators throughout Michigan.

Zena Zumeta was president of the Academy of Family Mediators in 1992-1993. She has also served as a national board member of the Society of Professionals in Dispute Resolution (SPIDR). Zena is also the past President of The Michigan Council for Family and Divorce Mediation. She has also

served on the board of the Dispute Resolution Center of Washtenaw County and is co-founder and past director of the Ann Arbor Mediation Center. She was a member of several committees for the Michigan Supreme Court State Court Administrative Office including the task force which developed the ADR Court Rules.

It is clear that she has given of her time in a way that makes one tired just reading it all.

Zena Zumeta has been published on such diverse topics as Dispute Resolution Qualifications, Standards and Ethics, Mediation and Spirituality, Windows on Diversity: Lawyers, Culture, and Mediation Practice, and international negotiation.

Zumeta's ultimate goal for the future is to see all disputes mediated and ensure that all people have the skills to work collaboratively. She has said, "Society is really beginning to understand what it means to honor and respect other people. Parties aren't necessarily seeking the damages they came into the situation demanding. Mediation is able to resolve underlying issues in disputes. Every bit of work you do in this field is self improving. To make a living doing this work is grace."

We have been graced by the tireless effort Zena Zumeta has expended to advance the understanding and use of ADR in Michigan. ❁❁



Zena D. Zumeta, recipient of the Distinguished Service Award for Significant Contributions to the ADR Field.

... "Parties aren't necessarily seeking the damages they came into the situation demanding"

—Zena Zumeta



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The ADR Newsletter

October, 2003

The ADR Newsletter 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. This newsletter seeks to explore various viewpoints in the developing field of dispute resolution.

For comments, contributions or letters, please contact:

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or Benjamin Kerner
at (313) 965-1920,
fax: (313) 965-1921*



Join the Michigan State Bar

Alternative Dispute Resolution Section

Enjoy the advantages of membership:

- ▶ 1. Receive the ADR Newsletter and keep abreast of new developments in ADR.
- ▶ 2. Attend ADR Section seminars at a reduced cost.
- ▶ 3. Receive notice of change in laws affecting ADR.
- ▶ 4. Learn about mediation training programs being offered in the state.
- ▶ 5. Receive the optional Membership Certificate, suitable for display, at an additional cost of \$8.

Copy and mail this form to: Alternative Dispute Section
 State Bar of Michigan
 Michael Franck Building
 306 Townsend
 Lansing, MI 48933-2083

Name: _____ P# _____

Firm or Organization: _____

Bus. Address: _____

City and Zip _____

My check is enclosed payable to the State Bar of Michigan in the amount of

\$20

\$28 if membership certificate is requested