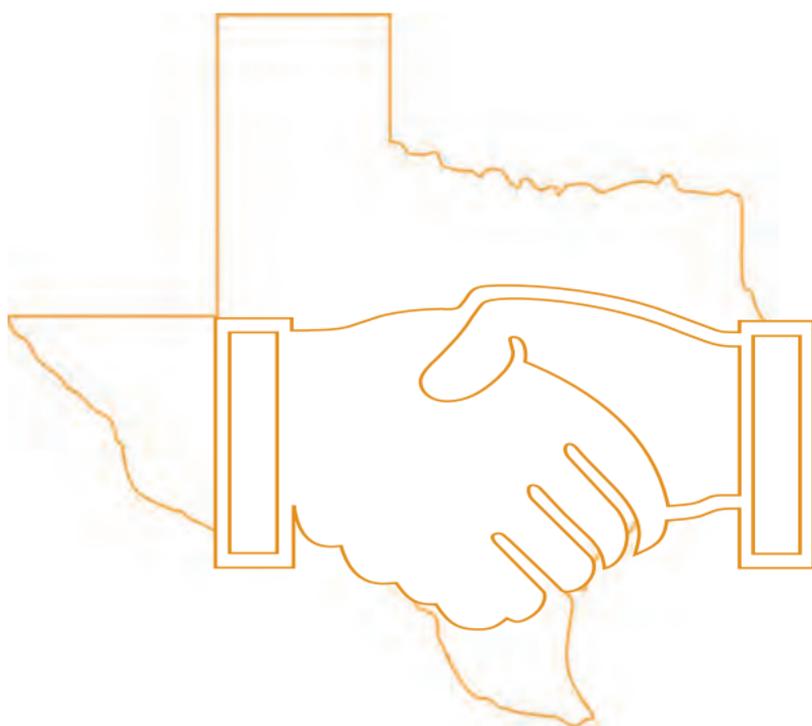


State Bar of Texas
Alternative Dispute Resolution Section

DISPUTE RESOLUTION

Texas Style

Third Edition
(revised January, 2006)



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TEXAS STYLE

Third Edition, revised January, 2006

This third edition of *Dispute Resolution Texas Style* is sponsored and underwritten by the Alternative Dispute Resolution Section of the State Bar of Texas. The Section acknowledges the contributions of John K. Boyce, III in charge of revisions. The Section also acknowledges Marty Leewright, Ms. Jan Summer of the Center for Public Policy Dispute Resolution, Dr. Lou Ann Lasher, and the many individuals who worked for the original Standing Committee on Alternative Methods of Dispute Resolution on the original version of this publication.

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INTRODUCTION

Guiding clients to a satisfactory resolution of their disputes is the heart of the practice of law. In some cases, the proper resolution can only be achieved through the presentation of competing positions before a judge and a jury. As guardian of citizen rights and final recourse when voluntary negotiations break down, the jury trial remains the cornerstone of our legal system. However, our system is organized on the assumption that most cases will settle outside of court. Supreme Court Justice Sandra Day O'Connor states that the "courts of this country should not be the places where the resolution of disputes begins. They should be the places where disputes end - after alternative methods of resolving disputes have been considered and tried."

While few would argue with Justice O'Connor's premise, practical questions remain. What strategies are available to resolve disputes outside of court? Where do these methods fit in our legal systems? Perhaps most important, how can I obtain a fair settlement while protecting important interests and rights? There is no single answer to these questions; however, the law does provide formal options for resolving citizen disputes outside of court.

For many years, the Federal Arbitration Act and the Texas General Arbitration Act have provided a legal framework for resolution of disputes outside of court. More recently, the Texas Legislature enacted the 1987 Texas Alternative Dispute Resolution Procedures Act (sometimes referred to throughout as the "ADR Act" or the "Act"). This legislation contains the policy of the State of Texas encouraging the early resolution of pending litigation through voluntary settlement procedures. Therefore, every Texas lawyer and court should become informed on the appropriate use of alternative procedures for settling disputes.

The Alternative Dispute Resolution Section of the State Bar of Texas developed this publication to promote the informed use of so-called alternative dispute resolution procedures, commonly referred as ADR. It outlines the essential elements of ADR philosophy and practice under the Act and addresses common concerns and questions about ADR. The State Bar offers the information presented here to support attorneys and their clients, judges and other Texans working toward the effective administration of justice. The primary focus of this publication is to describe ADR practice as contemplated in the ADR Act. However, those considering use of any ADR process should be familiar with the full range of dispute resolution options and related laws. A list of related laws is contained on pages 13-14.

The Alternative Dispute Resolution Handbook (2003 Third Edition), Kay Elkins Elliott and Frank W. Elliott, Editors, produced by the Alternative Dispute Resolution

Section of the State Bar of Texas, provides a comprehensive guide to ADR in Texas. (The Handbook is published by ImPrimatur Press, 2351 W. Northwest Highway, Suite 3297, Dallas, Texas 75220. Phone: (800) 811-6725. Website: www.ImprimaturPress.com.) Additional information regarding alternative dispute resolution is available through local bar associations or from one of the resources listed at the end of this publication.

The ADR Umbrella

Alternative Dispute Resolution generally refers to the use of a neutral third party to facilitate settlement of a dispute outside of a formal court of law. In Texas, a common use of ADR refers to nonbinding settlement procedures described in and subject to the ADR Act. The inclusiveness of this ADR umbrella can be confusing. Clearly, a voluntary mediation subject to the ADR Act differs in form and purpose from a mandated arbitration subject to the Texas General Arbitration Act or the U.S. Arbitration Act. Under this definition, ADR includes a wide range of dispute resolution procedures from voluntary and nonbinding settlement procedures to mandatory and binding arbitration. The type of ADR used will always vary according to the nature of the dispute and the limitations imposed by the disputants or the courts.

Federal Arbitration Act and Texas General Arbitration Act

These Acts provide a broad statutory framework for the specific enforcement of prior agreements in contracts in which parties have agreed to submit disputes to binding arbitration. Subject to certain limitations set out in the Acts, agreements to arbitrate are enforceable by court order. The outcome of the arbitration is binding on the parties and is subject to limited appeal to the courts. The Texas General Arbitration Act also provides a variety of substantive and procedural rules that govern the arbitration unless otherwise specified by the parties. The Federal Arbitration Act preempts the Texas General Arbitration Act and is broadly applied to transactions involving interstate commerce. Many of the limitations regarding coverage in the Texas Arbitration Act are not found in the Federal Arbitration Act.

Other Applicable Statutes

In 1989, legislation was enacted requiring Texas counties with a population of 150,000 or more to conduct two Settlement Weeks each year. Settlement Weeks are cooperative efforts of the local bar and courts to resolve pending

litigation. ADR procedures used in Settlement Weeks thus far are mediation and moderated settlement conferences.

The Trial by Special Judge Statute ("Rent-A-Judge") authorizes a procedure in civil and family law matters whereby a pending case may be stayed pending trial by a specially appointed and privately compensated judge. A list of other applicable statutes is provided on pages 13-14 of this publication.

1987 TEXAS ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ACT

This Act provides a comprehensive framework for ADR practice in Texas. It outlines simple procedures to encourage early settlement of lawsuits while preserving all existing client rights and protections. The major elements of the Act are summarized below. In addition, some courts have promulgated local rules regarding use of ADR.

Under the Act, ADR procedures may be used before a lawsuit is filed as the first step in settlement negotiations or late in the litigation process. All ADR procedures under the Act require client participation; others are structured as more formal hearings with lawyers presenting summaries of case information. However, all ADR procedures subject to the ADR Act are nonbinding, confidential and flexible.

Alternative dispute resolution under the ADR Act provides an alternative to-not a substitute for-trial by jury. This Texas ADR system is nonbinding; even in court-ordered ADR, the parties cannot be compelled to settle. If the ADR proceeding does not produce an agreement acceptable to all, the disputants maintain the option to proceed to trial. Under the Act, the communications relating to and any record made at an ADR proceeding are afforded confidentiality protection. This key protection provides a secure climate that frees participants to speak with candor and to negotiate in good faith.

ADR can be particularly beneficial when disputants have an ongoing business or personal relationship, when there is a need for privacy, or when economic or other pressures favor early settlement. With the exception of some cases involving constitutional rights or gross disparities in bargaining power, ADR represents a prudent and economical intervention for most civil disputes.

ADR Referral

In any pending litigation, a referral to ADR may be initiated by agreement of the parties, by order of the court on motion of a party, or by the court on its own motion. If counsel files timely written objections to an ADR referral and the court finds that there is a reasonable basis for the objection, the court may withdraw the order. It should be

noted that ADR is often used to settle disputes that are not in litigation. In these cases, because no court referral is necessary, the parties simply agree on the ADR provider and type of proceeding and schedule at their convenience.

Confidentiality

The ADR Act establishes the confidentiality of communications between ADR participants, both before and after initiation of a suit. Such communications are not subject to disclosure, and may not be used as evidence against the participant in any judicial or administrative proceeding unless it is discoverable independent of the ADR procedure. Oral communications or written materials that are otherwise admissible or discoverable, however, do not become inadmissible or nondiscoverable simply by reason of their use in an ADR procedure. Neither the participants nor the third-party neutral can be required to testify, nor are they subject to process requiring disclosure of confidential information. The third-party neutral may not disclose to either party information given in confidence by the other unless expressly authorized to do so. Also, if there is some other legal requirement for disclosure, the issue may be submitted to the court "in-camera" (privately in judge's chambers) for its determination.

Third-Party Neutrals

The Act sets forth the qualifications, duties, and means of compensation of third-party neutrals. Neutrals are not required to have any specific professional background. To qualify for court appointment to facilitate ADR proceedings, the third-party neutral must complete forty hours of training as set forth in the Act. Neutrals facilitating family disputes must receive additional training. In special circumstances, the court may appoint neutrals who do not meet the training requirement but who have unique skills or expertise. The role of the ADR facilitator is to assist the parties in reaching an agreement. It is not appropriate for the neutral to compel or coerce settlement. The State Bar of Texas ADR Section has adopted ethical guidelines for mediators (www.texasadr.org/guidelines.cfm). Other ADR organizations have adopted ethical guidelines as well.

ADR Procedures

The Act lists five ADR procedures available to Texas citizens: mediation, mini-trial, moderated settlement conference, summary jury trial, and nonbinding arbitration. In addition, variations or combinations of the five basic procedures can be used if acceptable to parties and to the court. These procedures can be modified with the agreement of

the parties and any court involved. Thus, each attorney and court is afforded an opportunity to design a process that best fits the case and the people involved. Information regarding use and practice for the five major ADR procedures is outlined on pages 7-9.

SETTING THE STAGE FOR ADR

The first step in preparing for an ADR proceeding is to select the type of ADR that best fits the case. The ADR Act lists the five nonexclusive procedures above, and these procedures vary in their applicability, level of client participation, and formality. Mediation, especially, is often used before the parties file suit or even contact attorneys. Mediation and moderated settlement conferences can be used in a broad spectrum of cases and at many points as a case develops. These procedures are fairly flexible and relatively simple to schedule and manage. Mini-trials, non-binding arbitration, and summary jury trials are generally utilized later in case preparation and are somewhat limited in their application. The mini-trial was designed for use in corporate or government disputes; the summary jury trial requires a judge, courtroom and jurors. Many nonbinding arbitrations call for neutrals with specialized technical expertise.

There are no absolute rules governing selection of an ADR procedure. The characteristics of the case, the preferences of the client, the temperament and skills of the attorneys, and the inclination of the court should all be taken into consideration in the selection process.

Match the Person to the Problem

Once the ADR process is selected, the next step is to identify a third-party neutral or team of neutrals. A basic requirement of third-party neutrals facilitating an ADR proceeding is that all involved perceive them to be objective. If any party (including the third-party neutral) has concerns about objectivity, then another third-party neutral should be selected. While legal education or related dispute resolution experience provides an important background for ADR, it is recognized that facilitating an ADR proceeding requires distinct skills or knowledge separate and apart from legal education and experience. Therefore, outstanding performance in a particular area of law or trial practice does not necessarily prepare an individual to perform as a third-party neutral.

The case may require that the ADR facilitators possess special information or other professional experience. Mental health professionals often serve on mediation teams involving families; individuals with business, technical or other special expertise have historically served on arbitra-

tion panels. It is important to remember that when attorneys serve as third-party neutrals, they do not serve as advocates or protectors for either party. As third-party neutrals, they serve as guardians of the objective dispute resolution process.

ADR facilitators can be located through a variety of sources. Good starting places are the local bar association, local dispute resolution centers, and the organizations listed on page 15. The question of ADR costs must also be addressed. The ADR Act allows the ADR third-party neutral's fee to be taxed as other costs of suit unless the parties otherwise agree. Some ADR facilitators charge an hourly rate; others charge a flat fee. Whatever the fee structure, most third-party neutrals require that the parties share the payment of fee equally. When clients possess limited resources, many ADR third-party neutrals accept pro bono cases or will adjust their fees on an individual case basis. In addition, community dispute resolution centers (see page 17) offer ADR services at relatively nominal or no cost.

The Bottom Line

Whatever their philosophical preferences regarding settlement discussions, the practical question for all considering an ADR proceeding is "What do I have to lose?" If an acceptable agreement is not reached through ADR, disputants and their attorneys will forego some time and money. However, this loss is generally minimal and information gathered in preparation for an ADR proceeding can certainly be used later in trial preparation. And, when cases do move on to the courts, the ADR process has often clarified or limited the issues with a reduction in court time. Also, even when cases do not settle in ADR, the chance to "have my say" is of significant value to many clients. The success of an ADR proceeding cannot be solely tied to formal settlements. Rather, if significant progress is made, if issues are limited, or if the client has a more realistic view of the case, then the ADR proceeding can serve a useful role.

We know that only a small percentage of cases go to trial and the overwhelming majority of those remaining are settled, usually on the courthouse steps. The basic question is whether the parties want to settle early or on the courthouse steps. Informed use of ADR generally saves time and money, leads to settlements that are realistic and hold up over time, and limits the expenditure of emotional energy associated with trial. ADR also fosters a consensual climate that enables clients to maintain constructive communications in the future. Perhaps most important, the ADR process returns the responsibility for resolving disputed issues back to those directly affected, freeing the courts for cases which require a trial for their disposition.

ENFORCEMENT OF SETTLEMENT AGREEMENTS

The Texas Alternative Dispute Resolution Procedures Act provides for the enforcement of a settlement agreement as follows:

154.071. Effect of Written Settlement Agreement

(a) If the parties reach a settlement and execute a written agreement disposing of the dispute, the agreement is enforceable in the same manner as any other written contract.

(b) The court in its discretion may incorporate the terms of the agreement in the court's final decree disposing of the case.

(c) A settlement agreement does not affect an outstanding court order unless the terms of the agreement are incorporated into a subsequent decree.

There has been substantial litigation in Texas concerning the enforcement of settlement agreements reached at mediation. A party who participates in an alternative dispute resolution procedure should obtain competent professional advice concerning the enforceability of settlement agreements.

In specialized areas of law, such as family law, other statutes may establish additional requirements for enforceability of agreements.

PROCEDURES UNDER THE ACT

Mediation

Mediation is a process in which a trained facilitator assists disputing parties in communicating their concerns on issues and exploring possible solutions. The mediator does not render any decision or provide any evaluation of the cases; rather, he or she facilitates the exchange of information and settlement alternatives between parties. Mediation is characterized by a business-like, cooperative climate that sets the stage for constructive communication in the future. Accordingly, mediation is used extensively in family disputes, particularly those involving child custody issues, and in business or other cases involving an ongoing relationship.

The mediator establishes and enforces procedures that are fair and even-handed and that allow all sides a chance to be heard. Mediation also provides an opportunity to express emotions or frustration that may be blocking negotiations and to address these underlying concerns in a controlled environment. The mediator acts as an agent of reality helping parties think through their claims and ensuring that all parties participate in fashioning any settlement agreement.

Lawyers may attend mediation sessions and represent their clients. In most meditations, it is anticipated that the

parties themselves will have the opportunity to discuss issues with other disputants and with the mediator. Because the disputants themselves participate, there is usually a high degree of client satisfaction with any settlement reached and with the mediation process itself. The length of time needed for a mediation depends on the complexity of the dispute, the commitment and communication skills of the parties and the orientation or limitations of the mediator. Many disputes can be resolved in one mediation session of two to four hours; other cases may require multiple sessions.

Mini-Trial

The mini-trial is used in corporate or government litigation to provide decision makers with the opportunity to resolve legal disputes while protecting future business or relationship interests. In a mini-trial, opposing counsel present their best case to the parties (represented by top decision-makers with authority to settle) and to a third-party neutral. The decision-makers then meet, either with or without the neutral advisor, and negotiate. The focus is primarily on reaching business solutions rather than on settling specific legal issues.

Moderated Settlement Conference

A moderated settlement conference provides parties with a confidential, nonbinding case evaluation by an impartial panel of experienced attorneys. This process is helpful whenever counsel and their clients can benefit from an objective evaluation of the case.

The format for the moderated settlement conference is quite simple. First, the attorney for each side presents the case to the panel. This presentation generally takes no more than thirty minutes with information provided in summary form. The initial presentations are followed by questions from the panel to the attorneys and perhaps to the parties. The hearing concludes with very brief closing statements from the attorneys. Following the presentations of the case, the panel confers privately and then provides the parties an evaluation of the strengths and weaknesses of their case. The parties use this evaluation as background for further settlement negotiations.

Summary Jury Trial

The summary jury trial is conducted by the court in the usual manner of a jury trial, except that questioning jurors and presentation of evidence are greatly limited. The rules of evidence are relaxed, and the jury decision is advisory in nature. The process gives the parties an opportunity to

experience a formal court hearing and to see how a jury of their peers would view the case. A summary jury trial is usually completed in a day or less. It is useful when a full trial on the merits will require considerable time. This ADR proceeding is often appropriate in cases involving credibility of a special witness or a factual dispute about damages.

The jurors (usually a panel of six) are selected from the regular jury panel and are not informed of the advisory nature of their opinion until after the verdict is rendered. At that time, the parties and their attorneys have the opportunity to discuss the verdict with the jurors.

Nonbinding Arbitration

In an arbitration hearing under the ADR Act, an impartial third party or panel meets with the parties, listens to presentations of both fact and law, and renders a confidential, advisory award. The parties may, if they desire, stipulate in advance that the award will be binding. If such an agreement is made, then the award is enforceable in the same manner as any court judgment. If such a stipulation is not made, the advisory award serves only to provide additional information for use in further settlement negotiations.

Non-binding arbitration is to be contrasted with traditional binding arbitration contractually agreed to by parties. This type of arbitration procedure is commonly used to resolve many construction, labor and industrial disputes and is usually governed by the Texas General Arbitration Act and/or the Federal Arbitration Act. Therefore, when arranging for an arbitration, the type of hearing and relevant statutes should be specified.

COMMON QUESTIONS ABOUT ADR

What is ADR?

Under the ADR Act, alternative dispute resolution refers to a nonbinding confidential proceeding in which an objective third party facilitates the resolution of a dispute. ADR also refers to agreed binding arbitration under the Texas General Arbitration Act or the Federal Arbitration Act.

What types of ADR exist?

The Act outlines five basic nonbinding ADR procedures: mediation, mini-trial, moderated settlement conference, nonbinding arbitration, and summary jury trial. Other types of nonbinding ADR procedures can be created by agreement of parties. Agreed binding ADR is only available under the Texas General Arbitration Act or the Federal Arbitration Act.

What are the benefits of ADR?

ADR processes tend to be informal, quick, economical, flexible, and less traumatic than more formal procedures. Because parties participate more directly in resolving the disputes, ADR generally yields practical and creative agreements and more satisfied clients.

If 90% of cases settle prior to trial, why the need for ADR?

Parties tend to wait until shortly before trial to commence serious negotiations. Earlier settlements save time, money, and emotional expenditure. The ADR process can also aid attorneys seeking an appropriate way to illustrate for clients the practical possibilities and limitations of a case. ADR also provides attorneys the opportunity to advocate a process that is likely to preserve ongoing relationships between parties and lead to creative and practical solutions.

Why is it that ADR tends to result in voluntary settlements?

Under the Act, ADR is a confidential and nonadversarial process for constructive negotiations. The ADR neutral, acting as an agent of reality, facilitates negotiations by ensuring that all points of view will be considered, establishing other procedures that free attorneys and clients to focus on mutually acceptable settlements.

How do you obtain participation of the other side in an ADR procedure?

The appearance of the other side for an ADR procedure can be obtained by personal request or by court order subject to the right of the other side to make timely and reasonable objection. The actual participation in good faith at an ADR proceeding is essentially at the discretion of the other side.

What if a party is unable to pay its share of ADR costs?

Many ADR neutrals accept some pro bono cases; others will adjust their fees on a sliding scale or on a case-by-case basis. The dispute resolution centers listed beginning on page 17 are available to provide ADR services at minimal or no cost.

How often does use of ADR lead to settlement?

Settlement rates vary depending on the type of ADR process used, the point in litigation when the ADR referral

occurs, and the time, commitment and skills brought to the table by the parties. Nationally, approximately three-quarters of the cases brought to community dispute resolution centers reach agreement.

Formal settlement is not the only criterion for the success of an ADR proceeding. Even when a written agreement is not finalized, the ADR process often clarifies or limits the issues and sets the stage for continued and constructive negotiation. And, even when agreements are not reached, client satisfaction with ADR tends to be high, especially in ADR processes that rely on client participation.

What if ADR is ordered before discovery is completed or before the judge has ruled on legal issues such as motions for summary judgment?

Sometimes ADR is most effective when commenced before discovery is underway. If discovery is partially complete, the court may ask that no further discovery be completed pending the outcome of the ADR process. The timing of the ADR process can usually be worked out with the court, the ADR neutral and the other party. Most judges are sensitive to the need to rule on any legal issues essential for case evaluation prior to an ADR procedure.

What cases are not appropriate for ADR?

Most civil disputes are appropriate for referral to an ADR proceeding. However, it is generally believed that cases involving a gross disparity in bargaining power (such as cases involving spouse or child abuse) should not attempt an ADR procedure. Also, cases involving questions of constitutional rights or other test cases may not be suitable for ADR.

Is ADR part of a movement to do away with jury trials?

No. ADR will never replace the right to jury trial. In fact, the efficacy of ADR under the ADR Act depends on the parties' right to trial if the negotiations fail. The jury trial then becomes the alternative against which a proposed settlement is tested.

What is the attorney's role and responsibility in ADR?

Lawyers are obligated to assist clients in evaluating and preparing settlement options, including ADR. Attorneys prepare for and participate with clients in ADR procedures. If no settlement is reached, they try their cases in court. Attorneys are obligated to advise clients to comply with a court order for ADR subject to the right to object under

Section 154.022 of the Texas Civil Practice and Remedies Code.

Does a request for or participation in an ADR hearing imply weakness?

No. A settlement initiative based on careful research of the case is generally considered a strong move. Further, no adverse inference whatsoever can be drawn from participation in a court-ordered ADR proceeding under the ADR Act.

What if the other side participates in an ADR procedure but does not make any offer?

Under the ADR Act, there is no requirement that ADR participants make any offer, and there are no consequences for not doing so.

SELECTED REFERENCES

Texas Alternative Dispute Resolution Procedures Act

The Act is codified as Chapter 154 of the Texas Civil Practice and Remedies Code. It establishes a general statutory framework for ADR in Texas and authorizes a court to refer a pending dispute to an ADR procedure either on the motion of a party or on the court's own motion. Although a court can compel ADR, the results of ADR are not binding upon the parties unless agreed to by the parties. Generally, the ADR proceedings are confidential.

Alternative Dispute Resolution System Established by Counties

Chapter 152 of the Texas Civil Practice and Remedies Code establishes a county-by-county system for the creation, funding and administration of an "alternative dispute resolution system," commonly known as community dispute resolution centers or mediation centers. Funding for these centers is obtained by an additional court cost in civil cases in the county courts and district courts.

Settlement Weeks

In 1989, the Texas Legislature enacted Chapter 155 of the Texas Civil Practice and Remedies Code requiring counties with a population of 150,000 or greater to conduct two Settlement Weeks each year. During Settlement Weeks, attorneys submit pending cases to an ADR procedure facilitated by volunteer attorneys who usually conduct mediations or moderated settlement conferences.

Trial by Special Judge

Chapter 151 of the Texas Civil Practice and Remedies Code authorizes a procedure in civil and family law matters whereby a pending case may be stayed pending trial by a specially appointed and privately compensated judge.

Texas General Arbitration Act

The Texas General Arbitration Act provides a statutory framework for the specific enforcement of contracts whereby the parties agree to submit existing or future disputes to binding arbitration (Tex. Civ. Prac. & Rem. Code, Chapter 171). The statute furnishes a variety of substantive and procedural rules that govern the arbitration unless otherwise specified by the parties.

International Commercial Disputes

A separate Texas statute enacted in 1989 deals with arbitration and conciliation of existing or future controversies that qualify under the statute as being "international" and "commercial" in character (Text Civ. Prac. & Rem. Code, Chapter 172).

Federal Arbitration Act

The Federal Arbitration Act ("FAA") is found at Title 9 of the United States Code (9 U.S.C.A. Secs.1-15). The FAA is a broadly written statute sanctioning and encouraging binding arbitration by private agreement in maritime transactions and contracts evidencing a transaction involving interstate or international commerce. The FAA is similar to the Texas General Arbitration Act in many respects.

1988 Judicial Improvements and Access to Justice Act as amended by the 1998 Alternative Dispute Resolution Act

These two federal laws, found at 28 U.S.C.A. Secs. 651-658, provide congressional endorsement of the ADR process. They authorize federal district courts to promulgate local rules to require all parties in civil cases to consider the use of the ADR process at an appropriate stage in litigation. The Acts also provide the framework for so-called "court-annexed" arbitration. Unlike private, consensual arbitration under the Federal Arbitration Act, a losing party in a court-annexed arbitration may obtain a "trial de novo" (new trial), although the party requesting a trial de novo can be taxed with certain costs.

ADR RESOURCES

The State Bar of Texas and the American Bar Association maintain Sections on dispute resolution. Many local Bar Associations sponsor a similar committee focused on implementing ADR at the local level. In addition, an increasing number of Bar-sponsored Continuing Legal Education programs on ADR are routinely available.

Professional Associations

Professional associations devoted to the development of ADR practice and standards are available to provide information on ADR. Examples are:

Association for Conflict Resolution, Washington, D.C
www.acrnet.org

Academy of Family Mediators, Lexington, Massachusetts
www.mediationadr.net

Texas Association of Mediators, Dallas, Texas
www.txmediator.org

Association of Family and Conciliation Courts, Madison, Wisconsin
www.afccnet.org

Association of Attorney-Mediators, Dallas, Texas
www.attorney-mediators.org

Local mediation associations are also active in major Texas cities.

American Arbitration Association, New York, New York (“AAA”)
www.adr.org

The AAA, a nonprofit corporation, is the world’s largest provider of ADR services and has been administering arbitrations, mediations and other procedures since 1926. Texas AAA offices are in Dallas and Houston

Judicial Arbitration and Mediation Services, Inc., Irvin, California (“JAMS”)
www.jamsadr.com

JAMS, founded in 1979, is one of the leading private dispute resolution services in the United States. Its Texas office is in Dallas.

A.A. White Dispute Resolution Center, Houston
www.law.uh.edu/blakely/aawhite/main.html

The A.A. White Dispute Resolution Center is a nonprofit corporation organized in 1988 to promote alternative dispute resolution and can be a valuable resource for Texas lawyers. The Institute is part of the University of Houston.

Center for Public Policy Dispute Resolution, Austin
www.utexas.edu/law/cppdr

This Center is a part of the University of Texas School of Law and the LBJ School. Its mission is focused on government use of ADR processes in developing public policy and in conducting other government business and litigation.

The Frank Evans Center for Conflict Resolution, Houston
www.stcl.edu/CLR/index.html

This Center is a part of the South Texas College of Law. It provides conflict resolution training, research, and services to interested groups.

DISPUTE RESOLUTION CENTERS

Community dispute resolution centers (or mediation centers) are available in most of the major population centers in Texas. The dispute resolution centers vary in administrative structure, but generally rely on cooperative efforts between the Commissioners Court, citizen advisory boards, and the local bar association. Dispute resolution centers currently in operation are listed below. Additional lists may be obtained from your local center or the State Bar of Texas.

AMARILLO-POTTER & RANDALL COUNTIES

Dispute Resolution Center

Pam Coffey, Director

P O Box 9257

Amarillo, Texas 79105-9257

PHONE: 806/372-3381 FAX: 806/373-3268

email: pcoffey@prpc.cog.tx.us

AUSTIN-TRAVIS COUNTY

Dispute Resolution Center

Kris Donley, Director

5407 N IH-35, Ste 410

Austin, Texas 78723

PHONE: 512/371-0033 FAX: 512/371-7411

www.austindrc.org

BEAUMONT-JEFFERSON COUNTY

Dispute Resolution Center of Jefferson County

Cindy Bloodsworth, Director

215 Franklin, Ste 131 A

Beaumont, Texas 77701

PHONE: 409/835-8747 FAX: 409/784-5811

email: mediation@co.jefferson.tx.us

BRYAN/COLLEGE STATION- BRAZOS COUNTY

Brazos Valley Dispute Resolution Center

Charles Lamb, Director

Texas Workforce Commission Bldg

1314 E 29th St

Bryan, TX 77802

PHONE: 979/822-6947 FAX: 979/779-6528

email: drcbcs@txcyper.com

www.disputeresolutionbv.org

CONROE-MONTGOMERY COUNTY

Dispute Resolution Center for Montgomery County

Kathy Bivings-Norris, Director

P O Box 3609

Conroe, Texas 77305-3609

PHONE: 936/760-6914 FAX: 936/538-8050

email: kbnorris@co.montgomery.tx.us

www.resolution-center.org

CORPUS CHRISTI-NUECES COUNTY

Nueces County Dispute Resolution Services
Melissa Garcia, Director
901 Leopard, Ste 401.2
Corpus Christi, Texas 78401
PHONE: 361/888-0650 FAX: 361/888-0754
email: discctex@igc.org

DALLAS-DALLAS COUNTY

Dispute Mediation Services
Herbert V. Cooke, Jr., Director
3400 Carlisle, Suite 240, LB 9
Dallas, Texas 75204
PHONE: 214/754-0022 FAX: 214/754-0378
email: hcooke@dms-adr.org

EL PASO - EL PASO COUNTY

El Paso County Dispute Resolution Center
Patricia Gross, Coordinator
1100 N Stanton, Ste 610
El Paso, Texas 79902
PHONE: 915/533-4800 FAX: 915/532-9385
email: p.gross@riocog.org

FORT WORTH – TARRANT COUNTY

Dispute Resolution Services of Tarrant County, Inc.
Bob Good, Director
4304 Airport Fwy, Ste 100
Fort Worth, Texas 76117
PHONE: 817/877-4554 FAX: 817/877-4557
email: drs@northtexas.org
www.drsnorthtexas.org

HOUSTON - HARRIS COUNTY

Dispute Resolution Center
Nicholas Hall, Director
49 San Jacinto, Ste 220
Houston, Texas 77002-1223
PHONE: 713/755-8274 FAX: 713/755-8555
www.co.harris.tx.us/drc
mailto:spag.drc@juno.com

KERRVILLE - KERR COUNTY

Hill Country Alternative Dispute Resolution Center
Scooter Brown, Director
327 Earl Garrett, Suite 108
Kerrville, Texas 78028
PHONE: 830/792-5000 FAX: 830/792-6220
TOLL FREE: 888/292-1502
email: hcadrc@kctc.com

LUBBOCK - LUBBOCK & SURROUNDING COUNTIES

The Dispute Resolution Center
D. Gene Valentini, Director
916 Main, Ste 702
P O Box 10536
Lubbock, Texas 79408-3536
PHONE: 806/775-1720 FAX: 806/775-1729
mailto:spag.drc@juno.com email: drc@co.lubbock.tx.us
www.co.lubbock.tx.us

PARIS - LAMAR COUNTY

Dispute Resolution Services
Paris Junior College
2400 Clarksville
Paris, Texas 75460-6298
PHONE: 903/783-9839 FAX: 903/782-0443
email: mediation@paris.cc.tx.us

RICHMOND - FORT BEND COUNTY

Fort Bend County Dispute Resolution Center
Shelly Hudson, Director
211 Houston St
Richmond, Texas 77469
PHONE: 281/342-5000 FAX: 281/232-6443
email: fbdc@fbnet.net

SAN ANTONIO - BEXAR COUNTY

Bexar County Dispute Resolution Center
Marlene Labenz-Hough, Director
Bexar County Justice Center
300 Dolorosa, Ste 1102
San Antonio, Texas 78205-3009
PHONE: 210/335-2128 FAX: 210/335-2941
email: bcdrc@bexar.com

WACO - MCLENNAN COUNTY

McLennan County Dispute Resolution Center
Michael Kopp, Director
P O Box 1448
Waco, TX 76703-1488
Waco, Texas 76703-1488
PHONE: 254/752-0955 FAX: 254/752-0966
email: drcwaco@hot.rr.com
www.disputeresolutioncenterwaco.org

ADR SECTION STATE BAR OF TEXAS COUNCIL MEMBERS

(The Council of the Alternative Dispute Resolution Section of the State Bar of Texas has general supervision and control of the affairs of the Section subject to the provisions of the charter and bylaws of the State Bar of Texas and the bylaws of the Section.)

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Jeff Kilgore, Secretary, Galveston
Cecilia H. Morgan, Treasurer, Dallas
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Kathy Fragnoli, Dallas
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