

# The Resolution Report

News on dispute resolution trends, laws and ethics

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Celebrate  
Mediation  
Week 2005  
in Florida  
the week of  
October 16-22

## Update From the Supreme Court Committee on Alternative Dispute Resolution Rules and Policy

by Sharon Press

Two years since its creation, the Supreme Court Committee on ADR Rules and Policy continues to work on many projects of interest to ADR practitioners. This article will highlight various Committee activities in order to keep you apprised of the work in progress.

### Membership

Retiring from the Committee as of June 30 are Ezelle Alexander and Honggang Yang. Joining the Committee for four year terms, are County Judge Wilfredo Martinez, Orange County, and Professor Lisa McBride, Tallahassee Community College.

The Chief Justice also reappointed Mike Bridenback, Judge Theotis Bronson, Judge Robert Doyel, Melanie Jacobson, Mel Rubin, and Judge Lynn Tepper. They join Judge Shawn Briese, Committee Chair, Dr. Greg Firestone, Vice-chair, Judge Tom Bateman, Judge Burton Conner, Robin Davis, Perry Itkin, Kathy Reuter, Judge Ron Rothschild, Judge Matthew Stevenson, Meah Tell and Larry Watson.

### Amendments to the Florida Rules for Certified and Court-Appointed Mediators

The Committee filed their petition with amendments to the qualifications for mediator certification and the disciplinary rules in May [SC05-998]. The official comment period ended August 1 and we anticipate that Oral Argument will be held in the Fall. No date has been set yet. You can review a full copy of the Committee's Petition at [www.floridasupremecourt.org](http://www.floridasupremecourt.org) (select Clerk's Office, then Rule Cases, then SC05-998).

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## Mediator Ethics Advisory Opinions

### Question 2004-004

*I am an attorney admitted to practice in the States of Florida and Illinois, though not currently employed in a legal capacity. Within the past year I was also certified as a family mediator. At the outset of my work as a mediator I want to set appropriate parameters for the services to be provided. Below are several questions for which I seek your opinion -all of which relate to the subject of "Pro Se Divorce Mediation" and a seminar that I recently attended.*

*Because these questions raise issues of not only the proper role of a mediator but also the possibility of practicing law (potentially without a license for those mediators who are not members of the Bar) as well as the possible need for legal malpractice insurance in addition to any mediation coverage, I am also directing these questions to the Professional Ethics Committee of the Florida Bar.*

*A. Within the context of an otherwise properly conducted mediation, during which the mediator advises the parties that s/he cannot render legal advice, is it permissible for a mediator (be s/he an attorney or not) to draft any agreement of the parties in the form of a marital separation agreement suitable for the parties to file with the court (as opposed to preparing a memorandum of understanding or mediation agreement which the parties must then take to legal counsel for the drafting of the proper pleadings)?*

*B. Is it permissible for a mediator to also draft the Petition for Dissolution and/or the Answer as well as all other documents and pleadings that might be required for final judgment, noting at the bottom of each such form or pleading that they were completed by the mediator acting solely in his or her capacity as a mediator? Does this assistance without more constitute the practice of law?*

## Questions

about the standards of conduct contained in the Florida Rules for Certified and Court-Appointed Mediators should be addressed to: Mediator Ethics Advisory Committee, c/o Dispute Resolution Center, Supreme Court Building, Tallahassee, Florida 32399.

These opinions are rendered pursuant to the authority of rule 10.900, Florida Rules for Certified and Court-Appointed Mediators and are based on the specific facts outlined in the question. They are based on the Committee's interpretation of the rules in effect on the date the opinions were rendered. The summary has been prepared for quick reference. Any inconsistency between the summary and the opinion should be rendered in favor of the opinion.

*C. A retired lawyer and the principal presenter at a recent seminar regarding Pro Se Divorce Mediation described his standard practice of preparing three (3) complete packets of all pleadings for each party to the mediation with instructions that one copy be filed with the clerk of court, one presented to the judge at final hearing, and one to be retained for the party's files. These documents are prepared as part of a final mediation package and time spent in preparation is billed at the mediator's normal rate. Is this permissible for a mediator or does this conduct run afoul of Rule 10.340(d)'s prohibition against using the mediation to supply any other services which do not directly relate to the conduct of the mediation itself?*

*D. The second presenter at the same seminar (a lawyer on active status) indicated that he goes a step further and actually files the pleadings in court for, I believe, an additional fee. Is this permissible conduct for a mediator or does it run afoul of Rule 10.330(c)'s prohibition of soliciting or otherwise attempting to procure future professional services during the mediation process?*

*E. For an additional fee the second presenter will appear at the final hearing and elicit "basic information." He indicated that judges in his local area have agreed this activity stops short of practicing law since the parties themselves could do it. Does this service stop short of practicing law and, in any event, is it permissible conduct for the mediator of the settlement?*

*Certified Family Mediator  
Central Division*

#### Authority Referenced

Rules 10.330(a), 10.340(d), 10.420(c), 10.620 and 10.650, Florida Rules for Certified and Court-Appointed Mediators  
Rule 12.740(f)(1), Florida Family Law Rules of Procedure  
44.404(1), Florida Statutes  
MEAC Opinions 94-003, 2000-009 and 2001-003

#### Summary of the Opinion

A. A mediator may record or memorialize the parties' agreement but, it is not the mediator's role to make substantive decisions for the parties. In recording the parties' agreement, a mediator must observe the ethical rules regarding impartiality, professional advice, and other professions' standards, such as the unauthorized practice of law.

B. While a mediator may assist the parties in completing authorized forms, a mediator should stop short of "drafting" the Petition for Dissolution, Answer, or other pleadings.

C. Drafting pleadings and providing advice on how to file them would be an inappropriate additional service not directly related to the mediation process.

D. It is inappropriate for a mediator to represent either party in a dissolution proceeding or in any matter arising out of the subject mediation.

E. The Committee declines to answer the question of whether appearing at a final hearing and eliciting “basic information” is the practice of law. However, such activity is inappropriate for a mediator.

### Opinion

A. The ethical rules governing mediators state: “[t]he mediator shall cause the terms of any agreement to be memorialized appropriately and discuss with the parties and counsel the process for formalization and implementation of the agreement.” Rule 10.420(c). The Committee Notes clarify by advising that “mediators have an obligation to ensure [the Supreme Court] rules are complied with, but are not required to write the agreement themselves.”

In MEAC 94-003, the Committee noted that the procedural rule governing family mediation, rule 12.740(f)(1), Florida Family Law Rules of Procedure requires that:

if agreement is reached as to any matter or issue, including legal or factual issues to be determined by the court, the agreement shall be reduced to writing... and submitted to the court ...

In both MEAC 2000-009 and 2001-003, the Committee opined that, although assisting pro se litigants with filling out forms approved by the Supreme Court of Florida after a mediation is not a per se violation of the mediator ethical standards, a mediator should exercise caution to ensure compliance with mediation standards relating to impartiality, professional advice, and fees and costs, as well as compliance with other professional standards and rules. Each of these opinions was premised on the facts presented in the question, including (1) an agreement was reached between the parties at mediation, (2) the parties understood the mediator did not represent either party, and (3) if the parties wanted legal advice, they were to seek an attorney.

The Committee notes that the distinction you raise, between a “marital settlement agreement suitable for the parties to file with the court” and a “memorandum of understanding” or other mediation agreement, may be a distinction without a difference, since there is no clear line demarcating what a judge will and will not accept as suitable for filing. The Committee emphasizes that, while the mediator may record or memorialize the parties’ agreement, it is not the mediator’s role to make substantive decisions for the parties. The Committee reiterates its caution that mediators must observe the ethical rules regarding impartiality, professional advice, and other professions’ standards, such as the unauthorized practice of law.

B. Unlike the situation in MEAC 2000-009, which dealt with a mediator assisting the parties in completing Florida Supreme Court approved forms, you inquire if a mediator can go a step further and draft the pleadings. A mediator has an obligation to ensure that an agreement reached in mediation is reduced to writing. See rule 10.420(c). While a mediator may assist the parties in completing authorized forms, a mediator should stop short of “drafting” the Petition for Dissolution, Answer, or other pleadings. The Committee emphasizes that, while the mediator may record or memorialize the parties’ agreement, it is not the mediator’s role to draft legal pleadings. The Committee declines to answer whether this would constitute the practice of law because the Florida Bar would be the appropriate entity to address this matter.

C. “During a mediation, a mediator shall not provide any services that are not directly related to the mediation process.” Rule 10.340(d). The Committee opines that preparing packets of pleadings with instructions on how to file may be ethically prohibited. According to section 44.404(1), Florida Statutes, a court-ordered mediation begins when an order is issued by the court and, if an agreement is reached, does not end until “a partial or complete settlement agreement, intended to resolve the dispute and end the mediation is signed by the parties and, if required by law, approved by the court [emphasis added].” If there are minor children involved, the mediation agreement would require court approval and, therefore, the mediation would not be over until the court approved the agreement. Consequently, drafting pleadings and providing advice on how to file them would be an inappropriate additional service not directly related to the mediation process.

Even assuming no minor children are involved, if the mediator were a licensed attorney, there might be other professional rules violated, such as the prohibition against dual representation. Pursuant to rule 10.650, “other ethical standards to which a mediator may be professionally bound are not abrogated” by the Florida Rules for Certified and Court-Appointed Mediators. If the mediator is not an attorney or not a member of the Florida Bar, there may be other concerns related to the unauthorized practice of law.

D. The Committee reiterates its opinion from MEAC 94-003 in which it stated “... it is inappropriate for the mediator to represent either party in any dissolution proceeding or in any matter arising out of the subject mediation.”

E. The Committee declines to answer the question of whether appearing at a final hearing and eliciting “basic information” is the practice of law; however, such activity is inappropriate for a mediator as a potential violation of 10.330(a), Impartiality, and 10.620, Integrity and Impartiality.

*Signed: Fran Tetunic*  
*Dated: January 17, 2005*

**Response to Question 2004-004**

*It is requested that this Response be published to all certified family mediators in Florida to correct the factual inaccuracies in the Question and protect my reputation.*

***The Question contained some factual allegations that are not correct and the purpose of this Response is to correct the record.***

*The other person who appeared during the marketing portion of the seminar was a certified mediator who has a successful private practice in pro se divorce mediation. I did not endorse his filing of the papers for the parties with the clerk for an additional fee and did not endorse his appearing at the final hearing with the parties to “ask the question” for an additional fee. It is clear from the written materials I prepared and passed out at the seminar that my services as a mediator end when the parties sign the Marital Settlement Agreement by Mediation and the pleadings for an uncontested divorce, and that the parties file the papers with the Clerk and attend the final hearing without me. I plan to ask the mediator who speaks on marketing at my future seminars to limit his remarks to marketing of a pro se mediation practice without any mention of the mediator filing the papers for the parties and appearing at the final hearing with the parties for additional fees.*

*It is also clear that the pleadings for an uncontested divorce I prepared and passed out at the seminar are patterned after the Florida Supreme Court forms but in a different format. Helping the parties fill out those forms is tantamount to helping them fill out Supreme Court forms and in no way constitutes “drafting” of pleadings. To avoid any appearance of “drafting” in the future I am in the process of downloading the Supreme Court forms to a disk which I will use to help the parties fill out the Supreme Court pro se pleading forms with my laptop. I plan to substitute the Supreme Court forms for my forms in the materials I give future students at my seminars. I also plan to furnish all my previous students with a disk containing the appropriate Supreme Court forms free of charge.*

*Sincerely,*

*Meredith J. Cohen*

**Note From the Editor**

The MEAC released Opinion 2004-004 on January 17, 2005 (just missing publication in the January 2005 edition of the newsletter). As soon as opinions are signed by the MEAC Chair, they are posted on our website and available to the public. Given that the publication of the opinion and the publication of the newsletter happened to be strangely far apart, Meredith Cohen’s response is being published at the same time the opinion he is responding to appears in *The Resolution Report*. As staff to the MEAC (among other roles), I would add that discussion on opinions is most welcome. Space permitting, we will continue to publish responses to MEAC Opinions.

**Question 2004-006**

*I was recently selected by the parties to mediate a case. The parties gave my contact information to the court, which issued the attached order. When I received the order, I was greatly concerned, as parts of the order appear to conflict significantly with the confidentiality provisions of the Florida Rules for Certified and Court-Appointed Mediators. The relevant portions of the order are as follows:*

*3. All parties shall proceed to mediation in good faith. Corporate party must send a corporate representative other than the attorney with full authority to settle the case. An insurance carrier must send a company representative, other than the attorney, who has full authority to resolve the matter for an amount which is the lesser of the policy limits or the most recent demand of the adverse party. Proceeding to mediation in the absence of good faith and/or with authority limited to a prior evaluation of the case is not acceptable and may be subject to sanctions.*

*5. Good Faith: In determining that this case is appropriate for mediation, the Court specifically finds that the possibility exists of resolving the case before trial. Therefore, offer[s], counter offers or negotiating postures which are clearly inappropriate, given the facts and issues of this case, and clearly interposed for the sole purpose of sham compliance with this order shall subject the party so acting to sanctions. Such conduct is deemed to be a fraud upon the court and shall not enjoy the status of privilege under 44.102(2) Florida Statutes. The mediator shall report such conduct to the court immediately.*

*6. Full Authority: The mediator shall report to the court non-compliance with this order by failure of a party to send a representative with full authority to settle the case as described in paragraph three. Such conduct shall not enjoy the status of privilege under 44.102(2) Florida Statutes.*

*9. The mediator shall be compensated at the rate of \$125 an hour. Any mediation rate that exceeds \$125 per hour shall be agreed upon by the parties prior to the execution of this Order of Referral. This cost shall be borne equally by the parties, with payment due at the conclusion of the mediation session. Payment shall be made directly to the mediator. The mediator shall inquire before the mediation begins whether the parties are ready and willing to pay at the conclusion of the session. The mediator shall report to the court by affidavit any manifestation by a party or an attorney that they are unprepared to pay for the cost of mediation in violation of this Order.*

*Such report will be procedural in nature and the information will not enjoy the status of privilege under 44.102(3) Florida Statutes. . .*

*I do not ask the MEAC whether the Court is certainly in its rights to order the parties to negotiate in good faith. Instead, I would like guidance as to what a mediator should do in relation to paragraphs 5 and 6 (I am less concerned about the language 9, since it states “The mediator shall inquire **before** the mediation begins. . . [emphasis added]”)? In paragraphs 5 and 6, I perceive a clash between Rule 10.360 and 10.510-.520. Must I withdraw? If I go forward and mediate, and, at some point, reach a conclusion that a party is not negotiating in good faith (by virtue of unreasonable offers) – of course, how do I **know**? – must I report this to the Court? Help!*

*Certified County and Circuit Civil Mediator  
Central Division*

### Authority Referenced

Rules 10.200, 10.220, 10.310, 10.360, 10.500, 10.510 and 10.520, Florida Rules for Certified and Court-Appointed Mediators  
Sections 44.401 – 44.406, Florida Statutes  
MEAC Opinions 95-009; 96-005; 99-012; 2001-004  
Rule 1.730(a), Florida Rules of Civil Procedure  
Rule 8.290(o)(2), Florida Rules of Juvenile Procedure  
Rule 12.740(f)(3), Florida Family Law Rules of Procedure  
*Avril v. Civilmar*, 605 So 2d 988 (Fla. 4th DCA 1992)  
*Evans v. State*, 603 So 2d 15 (Fla. 5th DCA 1992)  
*Chabotte v. Chabotte*, 707 So 2d 923 (Fla. 4th DCA 1998)

### Summary of the Opinion

When a mediator receives a court order in advance of a mediation, which contains provisions which are contrary to the mediator’s role and requires the mediator to act in a manner that is inconsistent with the mediator’s ethical rules, the mediator should decline participation in the mediation.

### Opinion

The Committee opines that the mediator is not able to comply with both the Florida Rules for Certified and Court-Appointed Mediators and a court order to report a party who fails to mediate in good faith. Mediators have a duty to comply with the Florida Rules for Certified and Court-Appointed Mediators, and are subject to sanctions for noncompliance.<sup>1</sup> Rule 10.360(a) requires mediators to keep confidential the content of mediation communications “except where disclosure is required by law.” The newly-enacted Mediation and Confidentiality Act<sup>2</sup> provides that all mediation communications shall be confidential unless

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<sup>1</sup> The Rules apply to certified and court-appointed mediators. Complaints may be filed against mediators who allegedly violate the rules, and sanctions imposed on mediators for actual violations.

<sup>2</sup> The Act became effective on July 1, 2004 and is codified at sections 44.401- 406, Florida Statutes. While the Committee realizes that the referenced court order was likely written prior to the effective date of the Act, we respond to this question based on current law and rules.

the Act provides otherwise.<sup>3</sup> Mediation communications include oral or written statements, as well as nonverbal conduct intended to make an assertion.<sup>4</sup> While the Act does delineate some exceptions to confidentiality, reporting parties' failure to mediate in good faith is not among them.<sup>5</sup> The Act underscores the importance and breadth of mediation confidentiality. For the first time, Florida statutory law provides a civil remedy when a mediation participant "knowingly and willfully discloses" confidential mediation communications.<sup>6</sup>

The Committee notes the distinction between this order and the orders in MEAC Opinions 96-005 and 99-012, which recognize that "where a court, notwithstanding the statutory provision, issues an order for the mediator to testify," the mediator could ethically follow the court's order. In those circumstances, the court was ordering the mediator to testify after the fact. The party had the right to object to the testimony and also retained the right "to obtain a review through the appellate courts which could strike such testimony from the record if it were later deemed to be confidential." MEAC 99-012. However, when the mediator is informed by the court in advance of the mediation that the confidentiality of the session would not be honored, the mediator should decline participation.

There are no statutes, rules, or common law governing court-ordered mediation that require the parties to negotiate in good faith. See *Avril v. Civilmar*, 605 So. 2d 988, 989-90 (Fla. 4th DCA 1992) (quashing order imposing sanctions for failure to negotiate in good faith at mediation as a departure from essential requirements of law and stating that "[t]here is no requirement that a party even make an offer at mediation, let alone offer what the opposition wants to settle.") See also MEAC Opinion 2001-004.

Florida mediators have an ethical obligation "to comply with statutes, court rules, local court rules, and administrative orders relevant to the practice of mediation." Rule 10.520, Florida Rules of Civil Procedure are consistent with the mediators' ethical rules and statutory law. "If the parties do not reach an agreement as to any matter as a result of mediation, the mediator shall report the lack of agreement to the court without comment or recommendation." Rule 1.730(a), Florida Rule of Civil Procedure. See also, rule 8.290(o)(2), Florida Rules of Juvenile Procedure, and rule 12.740(f)(3), Florida Family Law Rules of Procedure.

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<sup>3</sup> § 44.405(1), Fla. Stat. (2004).

<sup>4</sup> § 44.403(1), Fla. Stat. (2004).

<sup>5</sup> § 44.405(4), Fla. Stat. (2004).

<sup>6</sup> § 44.406, Fla. Stat. (2004).

The Committee has advised mediators that they may not report to a court that a party has failed to negotiate in good faith for the principal reasons that the mediator's report would: (1) constitute a breach of confidentiality; (2) impair parties' right to self-determination; and (3) destroy mediator impartiality, in appearance and in reality. MEAC opinions 95-009 and 2001-004. See also, rule 10.360 requiring the mediator to maintain confidentiality, rule 10.310 protecting party self-determination, and rule 10.330 mandating mediator impartiality.

The Florida Rules for Certified and Court-Appointed Mediators define and limit the mediator's role to reducing "obstacles to communication, assist[ing] in the identification of issues and exploration of alternatives, and otherwise [facilitating] voluntary agreements resolving disputes. The ultimate decision-making authority, however, rests solely with the parties." Rule 10.220.

The mediator's role contrasts sharply with the judge's role. Two cases highlight this distinction. In *Evans v. State*, 603 So. 2d 15,17 (Fla. 5th DCA 1992) the court advised that mediators should do the mediating and judges the judging. Similarly, in *Chabotte v. Chabotte*, 707 So. 2d 923,924 (Fla. 4th DCA 1998), the court determined that mediation does not displace a judge's statutory obligation to rule on claims.

Whether the parties choose to resolve their dispute is secondary to whether the mediator conducts the mediation in accordance with the ethical rules. Rule 10.200. The mediator has responsibilities to the parties, the mediation process, the profession, and the courts. The mediator's obligations to the court include accountability to the referring court with discharge of this responsibility in a manner consistent with the ethical rules, rule 10.500; being candid, accurate, and responsive concerning the mediator's availability, rule 10.510; and complying with pertinent statutes, court rules, local rules, and administrative orders, rule 10.520. Consequently, the mediator should communicate to the court the unavailability to mediate the case in question pursuant to the applicable court order. Since the mediator is unable to stay in the role of mediator, comply with the ethical rules, and follow the court order to report a party's failure to mediate in good faith, the Committee advises the mediator to withdraw from this case.

Signed: Fran Tetunic, Chair  
Dated: January 17, 2005

### Question 2004-008

*I am a Certified County, Circuit Civil and Family Law Mediator. There are two scenarios which I have encountered upon which I would like an opinion. They are as follows:*

*1. I have a niece by marriage (she married my nephew, who is my deceased wife's brother's child) that is currently an attorney working as a paralegal for a large multi office law firm. She recently sat for the Florida Bar Exam and based upon my knowledge of her, her standing in her class and her law review credentials, I have no doubt she will be admitted to the Florida Bar and immediately move from paralegal to practicing attorney. Would it be a CONFLICT OF INTEREST or any other problem for me to mediate cases with the referenced law firm or her?*

2. *My daughter is a paralegal for an insurance defense firm. Is it a CONFLICT OF INTEREST or any other problem for me to mediate cases with her law firm?*

*Certified County, Family and Circuit Civil Mediator  
Southern Division*

### Authority Referenced

Rules 10.330(a) and 10.340(a), (b) and (c), Florida Rules for Certified and Court-Appointed Mediators

### Summary of the Opinion

A case your daughter is personally handling would be a nonwaivable, clear conflict, while her firm's case with which she had no involvement, is a conflict of interest which may be waivable after disclosure.

### Opinion

A conflict of interest "arises when any relationship between the mediator and the mediation participants or the subject matter of the dispute compromises or appears to compromise the mediator's impartiality." Rule 10.340(a). This rule also provides that a "mediator shall not mediate a matter that presents a clear or undisclosed conflict of interest." Impartiality is defined as "freedom from favoritism or bias in word, action, or appearance, and includes a commitment to assist all parties, as opposed to any one individual." Rule 10.330(a).

The Committee believes that both of the scenarios you present pose potential conflicts of interest which, at a minimum, must be disclosed "as soon as practical." Rule 10.340(b). The Committee opines that the mediator must do an analysis of each situation to ensure that there are no factors which would "clearly impair [the] mediator's impartiality." If there is a clear conflict, the mediator must withdraw from (or not accept) the mediation "regardless of the express agreement of the parties." Rule 10.340(c). An example of a clear conflict would exist if you were asked to mediate a case your daughter is personally handling as opposed to a case from her firm with which she has no involvement. A case your daughter is personally handling would be a nonwaivable, clear conflict, while her firm's case with which she had no involvement, may be waivable after disclosure, depending on the circumstances.

*Signed: Fran Tetunic, Chair  
Dated: February 1, 2005*

## MEDIATOR QUALIFICATIONS BOARD UPDATE

At the time of this printing, 81 cases have been filed with the Mediator Qualifications Board since the Board was created in 1992. Since the last update, one case reached closure and two new cases have been filed. The information from the case that was resolved is provided for educational purposes.

Cases by Division		Mediator Certification Type of Case Involved			
Northern - 16(20%)	County Mediator County Case	15	Circuit Mediator Circuit Case	23	
Central - 34 (42%)	County Mediator CDS Case	2	Circuit Mediator Family Case	2	
Southern - 31 (38%)	County Mediator Arbitration	2	Circuit Mediator Federal Case	3	
<b>Who Filed Case</b>	County Mediator Condo Mediation (DBPR)	1	Circuit Mediator Mobile Home (DBPR)	1	
Parties Involved in Mediation	61	County Mediator No Mediation Involved	3	Circuit Mediator Workers' Compensation	1
Attorneys	9	Family Mediator Family Case	20	County, Family, Circuit Mediator No Mediation Involved	1
Other	11	Family Mediator Circuit Case	1	Court-Appointed Mediator Family Case	4
		Family, Dependency Mediator No Mediation Involved	1	Court-Appointed Mediator Circuit Case	1

This grievance was filed by a party to a mediation conducted by a Supreme Court certified circuit mediator. There was some initial dispute as to whether the case had already been filed in circuit court and was “court-ordered,” or if the mediation was a “pre-arbitration” mediation. Regardless, the MQB asserted jurisdiction because the mediator was certified by the Florida Supreme Court. The complainant made the following allegations: the content of the mediator’s opening statement was meant to “intimidate” the complainant; the mediator did not act with impartiality; the mediator did not provide accurate or timely information regarding the fees for mediation; the fees charged did not correspond with the time that the complainant indicated that the mediation had concluded; the mediator exhibited a “lack of professionalism” by misrepresenting the outcome of the mediation; and the relationship between the mediator and the complainant’s attorney created a conflict of interest.

The complaint committee reviewed the grievance, found that it was facially sufficient, and requested that the mediator respond to the following possible Florida Rules for Certified and Court-Appointed Mediators violations: rules 10.310(a) and (b) [self-determination]; 10.330(a), (b) and (c) [impartiality]; 10.340(a), (b), (c), and (d) [conflict of interest]; 10.380(b) and (c) [fees and expenses]; 10.410 [balanced process]; 10.420 [conduct of mediation]; and 10.630 [professional competence]. Based on the mediator's response, the complaint committee authorized the retention of an investigator to interview the mediator, complainant, the attorneys for the parties, the mediator's office assistant, and "anyone else deemed necessary" in relation to possible violations of each of the rules it had previously identified. Based on the investigator's report, the complaint committee dismissed violations of rules 10.310, 10.330, 10.340, 10.410, and 10.420. However, due to concerns which remained regarding possible violations of rule 10.380(c) and 10.630, the complaint committee requested a meeting with the mediator and the complainant. As a result of the meeting, the complaint committee drafted a letter of reprimand relating to violations of the rules governing fees and expenses and professional competence. The mediator refused to accept the letter of reprimand, so the complaint committee drafted formal charges and referred the matter for a panel hearing.

A prosecutor was hired and a full hearing was held. The panel found that there was no violation of rule 10.630 [professional competence], but found that there was clear and convincing evidence that the mediator, John Briggs, violated rule 10.380(c), to wit, the mediator, who is personally responsible for compliance with the Rules, failed to provide fee information concerning charges for lunch. After dismissing the mediator's request for a rehearing, the hearing panel imposed the following sanctions:

1. Imposition of costs of the proceeding;
2. A written and oral reprimand; and
3. In addition to the continuing education requirements for renewal, completion of six additional hours of continuing mediator education in mediator ethics.

### Resolving Family Conflict: Innovations, Initiatives & Advanced Skills

The 5th Annual Conference of FLAFCC will be held at the Tampa Airport Marriott Hotel on October 28-29, 2005. Chief Justice Barbara Pariente will be the keynote speaker. Other programs will feature mediation, parenting coordination, domestic violence, family law bounds of advocacy, dependency issues, collaborative law, mental health, financial issues and more. For more information contact Deborah Day, Psy.D., at [dday234@aol.com](mailto:dday234@aol.com) or Mercedes McGowan, Ph.D., at [Mercedes719@comcast.net](mailto:Mercedes719@comcast.net).

*ADR Rules and Policy Committee Update continued from page 1*

### Small Claims Rules

In response to the petition, In Re: Amendments to the Florida Small Claims Rules (Two Year Cycle), filed by the Florida Bar's Committee on Small Claim Rules, the ADR Rules and Policy Committee submitted comments which included a recommendation that the Supreme Court adopt a new summons form which courts could use to advise litigants that they may be ordered to mediation at time of or in lieu of a pre-trial conference. The summons would include a definition of mediation and explain who was required to attend the mediation. The Committee believed that since in many jurisdictions, the parties attend mediation, they should be put on notice as to what to expect. The recommendation, including proposed rule revisions and new form 7.321, were filed on March 24 and can be viewed on the Supreme Court's website for the Clerk (see above) by selecting SC05-146. Oral argument is scheduled for September 30.

### Amendments to the Mediation Training Program Standards

The Committee is nearing completion of a two year project in which it has reviewed all of the Mediation Training Program Standards, including the required learning objectives. The Committee expects to submit revisions to the Supreme Court in the Fall.

### Appellate Mediation

Chief Judge Matthew Stevenson (4th DCA), Judge Burton Conner, Alan Kahn, Michael Orfinger, Judge William Palmer (5th DCA) and Mel Rubin have been working on proposed procedural rules and qualifications for appellate mediation. This subcommittee was joined by liaisons from the 1st, 2nd and 3rd DCAs to review the recommendations. The Committee hopes to have its recommendations completed this Fall and submitted to the Supreme Court during the 2005-2006 term.

### Advertising Issues

The Court has specifically requested that the ADR Rules and Policy Committee review issues relating to advertising by mediators, arbitrators and training programs and make appropriate recommendations to the Court. A subcommittee chaired by Judge Burton Conner has begun work on this project and the subcommittee is interested in receiving comments and areas of concern about advertising. Please submit comments to the subcommittee c/o the Dispute Resolution Center either via e-mail to: [presss@flcourts.org](mailto:presss@flcourts.org) or fax: (850) 922-9290 or mail to: 500 South Duval Street, Tallahassee, FL 32399.

### Domestic Violence and ADR

One of the initial charges of the ADR Rules and Policy Committee was to "assess how courts are handling mediation cases, including where domestic violence is present, and develop recommendations for model practices for handling cases, as appropriate."

Judge Robert Doyel chairs a subcommittee which has developed a screening instrument which will be piloted in the next several months in an effort to help mediators and mediation programs to better identify when domestic violence may be present in a case which has been ordered to mediation. Once identified, programs and mediators can then determine if the case is appropriate for mediation, if special accommodations must be made, or if the mediation should not proceed.

### Arbitration

While the Committee continues to closely monitor the mediation aspects of the State Court's ADR program, it has also turned its attention to ADR in general. The court-ordered arbitration statute was adopted the same year as the comprehensive court-ordered mediation statutes (1987), and yet has been used significantly less frequently than court-ordered mediation. Nonetheless, the Committee decided that it was time to re-examine the arbitration program procedures, the training requirements and the qualifications. A subcommittee chaired by Perry Itkin is collecting information from other jurisdictions and hopes to have recommendations to present before the end of the fiscal year (June 30, 2006).

### New Projects

In addition to these projects, the Committee is also working on two new projects, one related to the use of ADR in criminal cases, and the other related to the statutory definitions of mediation.

A new subcommittee has just been created to further develop the concepts of using ADR in Criminal Contexts. Currently, Florida has an extremely well-developed civil mediation program. There also are a variety of ADR programs which are operating in the criminal arena, primarily involving juveniles. Chief Justice Barbara Pariente, in the 2004 - 2006 Operational Plan for the Branch, included the following task:

The Committee on ADR Rules and Policy will develop, if appropriate, recommendations for handling criminal cases in a manner consistent with the principles of restorative justice; the Committee will also evaluate the needs for and, if appropriate, recommend rules to govern the use of mediation in criminal and juvenile delinquency cases.

Another subcommittee, chaired by Mike Bridenback, will undertake the statutory review. Of immediate concern, is the definition of the types of mediation. Specifically, Chapter 44, Florida Statutes, divides mediation into five categories: appellate court, circuit court, county court, family and dependency. These categories are not only confusing, they also are not aligned with the direction the Supreme Court has taken with regards to the Unified Family Court. Specifically, the term "family" is now considered the umbrella term and includes domestic relations, dependency, delinquency and domestic abuse.

Updates and specific recommendations on each of the projects will be published in the newsletter as they become available. The next issue of *The Resolution Report* will be available online in October.

## CASE AND COMMENT

by Perry S. Itkin

### Warning: Macaroni and Cheese Can Be Dangerous!

COMMENT: One of the nice features of Florida's *Mediation Confidentiality and Privilege Act*, F.S. 44.401-44.406, is the definitions section. For the first time "mediation communication" is defined [F.S. 44.403(1)], in part, as "nonverbal conduct intended to make an assertion." How does that work in practice?

While there are no Florida cases interpreting this definition, a case of first impression in Indiana, *Bridges v. Metromedia Steakhouse Company, L.P.*, 807 N.E.2d 162 [Ind. Ct. App. 2004] is illustrative.

The Plaintiff was preparing a plate of food at a buffet in a Ponderosa restaurant. As she scooped macaroni and cheese onto her plate, steam from the steam table burned her hand. Bridges sought medical treatment the following day, and she was diagnosed as having sustained second-degree burns. During the weeks that followed, her burns began to blister and ooze and she continued treatment with her family physician until discharge from his care. At that time, he noted that her injuries had healed, but that she had scarring.

Plaintiff sued Metromedia alleging that its negligence caused her injuries. The parties participated in a court-ordered mediation session, but they were unable to reach a settlement. At trial, Plaintiff testified that she had raised scars and redness on her hand for four and one-half years following the burn injury in October 1998 and that she had recently undergone laser treatments to eliminate the scars. The Defendant called an impeachment witness to testify that when she saw Plaintiff's hand during mediation in June 2002, she did not see any scarring or redness. The Plaintiff immediately objected to the testimony on the basis that Metromedia had not previously disclosed this person as a potential witness. The trial court overruled that objection. Then, when the witness took the stand, the Plaintiff recognized her as the insurance adjuster who had participated in the court-ordered mediation and objected to her testimony on the basis that "everything that goes on during mediation is confidential in trial." The trial court ultimately overruled that objection and allowed the testimony.

The jury reduced its award to the Plaintiff based on her comparative fault [40%]. Plaintiff appealed contending that the trial court abused its discretion when it permitted the adjuster to testify regarding what she observed during the parties' court-ordered mediation. Specifically, she maintained that the adjuster should not have been permitted to testify regarding the appearance of Plaintiff's hand, because that testimony was based solely upon Plaintiff's "nonverbal conduct" during mediation, which is confidential and inadmissible under Indiana Rule for Alternative Dispute Resolution ("ADR") 2.11 and Indiana Rule of Evidence 408.

Black's Law Dictionary defines "statement" in relevant part as "nonverbal conduct intended as an assertion," and it defines "conduct" as "[p]ersonal behavior, whether by action or inaction; the manner in which a person behaves." See BLACK'S LAW DICTIONARY 292, 1416 (7th ed. 1999).

During trial, the adjuster's entire testimony on direct examination was as follows:

Q: Good morning, Ms. [adjuster].

A: Good morning.

Q: Can you tell the jury what condition Ms. Bridges' right hand was in on or about June 27th of 2002?

A: Yes. I was asked to look at her hand and I didn't see anything; I saw nothing.

Q: Did you see any redness?

A: No.

Q: Did you see any blisters?

A: I did not.

Q: Did you see any scarring?

A: No.

Q: Were her hands puffy?

A: No.

Q: I have no further questions. Thank you.

There was no evidence in the record showing who asked the adjuster to look at the Plaintiff's hand or whether she was asked to do so before or during the mediation. The record merely indicates that adjuster observed Plaintiff's hand from across a conference room table during mediation.

On appeal, the Plaintiff stated that she "display[ed]" her hand to [the adjuster] and "point[ed] to the scars," but did not cite to anything in the record in support of those assertions. At one point, during cross-examination, the adjuster stated that the Plaintiff "put her hand out[,]" but the adjuster was interrupted and did not finish her sentence. The appellate court noted that it therefore did not know whether the Plaintiff "put her hand out" for the purpose of showing it to the adjuster or whether it was merely an inadvertent shift in Plaintiff's body position. [COMMENT: This would address the Plaintiff's intention to make an assertion.]

The adjuster's testimony consisted entirely of her personal observation of the Plaintiff's hand and could not be construed as either "nonverbal conduct intended as an assertion" or "personal behavior." See BLACK'S LAW DICTIONARY 292, 1416 (7th ed. 1999). The Indiana appellate court concluded that the adjuster's testimony did not constitute either conduct or a statement made in the course of mediation and that the trial court did not abuse its discretion when it permitted her testimony.

**"We Made a Mistake." "No, You Made a Mistake." So, What is a "Mutual Mistake?"**

COMMENT: In *The Resolution Report*, Volume 18, Number 1 (June 2003) we discussed the case of *DR Lakes, Inc. v. Brandsmart U.S.A. of W. Palm Beach*, 819 So.2d 971 [Fla. 4th DCA 2002] in which the Fourth District Court of Appeal held that a recognized exception to mediation confidentiality and privilege is where the issue is whether there had been a mutual mistake in a settlement agreement. The appellate court noted that "it may be difficult for the seller to prove that this mistake was mutual, given the position of the buyer, seller should still have the opportunity to put on all of its evidence." *Id.* at 974-75.

This was the case where the seller, appellee DR Lakes, Inc., moved to enforce a mediated settlement agreement. Central to the motion was the seller's claim that there was a clerical error in the purchase price that failed to recognize the parties' mediation agreement that the buyer, appellant BrandsMart U.S.A., would not be entitled to a \$600,000.00 reduction in the purchase price.

On remand, the circuit court presided over a non-jury trial, where each side presented conflicting evidence of what occurred during mediation. Guess who prevailed? Well, difficult does not equate to impossible and the trial judge ruled in favor of the seller [that's why the buyer is now the appellant!]. Here's an excerpt from the judge's ruling:

*Though the evidence was disputed, the Court finds that DR Lakes showed by clear and convincing evidence that the parties agreed that it would receive credit for its \$600,000.00 contribution to the construction of Executive Center Drive in return for its assumption of the Phase I construction obligation. That agreement was implicit in the incorporation of section 2.1 of the Purchase Agreement into the Stipulation, which noted that the purchase price gave BrandsMart a \$600,000 credit towards the road construction, read in juxtaposition with the new requirement that DR Lakes construct or pay for construction of the road. To the extent the Stipulation was not explicit on that point, it represented a scrivener's error in memorialization of the parties' agreement. [Emphasis added.]*

COMMENT: This highlights a critical aspect of our role in assisting the parties in the preparation of their mediated settlement agreements – be specific! Florida's *Rules for Certified and Court-Appointed Mediators*, **Rule 10.420(c), Closure** provides:

The mediator shall cause the terms of any agreement reached to be memorialized appropriately and discuss with the parties and counsel the process for formalization and implementation of the agreement.

The buyer appealed and in an opinion, following remand, *Brandsmart U.S.A. of W. Palm Beach v. DR Lakes, Inc.*, 901 So. 2d 1004 [Fla. 4th DCA 2005], the appellate court framed the definition of “mutual mistake” as follows:

*A mistake is mutual when the parties agree to one thing and then, due to either a scrivener’s error or inadvertence, express something different in the written instrument . . . Due to the strong presumption that a written agreement accurately expresses the parties’ intent, the party seeking reformation based on a mutual mistake must prove its case by clear and convincing evidence . . .*

*The parties’ conflicting stories at trial do not preclude a finding that a mutual mistake was established by clear and convincing evidence. In litigation, “the issue of mutual mistake arises only when alleged by one party and denied by the other. Agreement on the matter would eliminate it as an issue to be tried.”* [COMMENT: Imagine that!]

The appellant/buyer argued that the trial court’s findings of fact were not supported by competent substantial evidence. The appellate court determined that the seller’s witnesses testified to a version of the mediation agreement that supported the trial court’s ruling and that the weight to be given to the testimony turned on the credibility of the witnesses, a matter exclusively within the province of the trial court and affirmed the trial judge.

COMMENT: This case and its predecessor are good examples of the exception to confidentiality in Florida’s *Mediation Confidentiality and Privilege Act*, F.S. 44.405(a)(5):

(4) (a) Notwithstanding subsections (1) and (2), there is no confidentiality or privilege attached to a signed written agreement reached during a mediation, unless the parties agree otherwise, or for any mediation communication:

5. Offered for the limited purpose of establishing or refuting legally recognized grounds for voiding or **reforming** a settlement agreement reached during a mediation; . . . [Emphasis added.]

**“You Can’t Make Me Sign the Mediation Agreement - I Wasn’t There!”  
“You Are Right, But What I Can Do Is . . .”**

In *Holler v. De Hoyos*, 898 So. 2d 1216 [Fla. 5th DCA 2005], the Appellant filed a motion in the appellate court requesting that the court compel appellees to comply with a mediated settlement agreement, or in the alternative, to impose sanctions against appellees based upon one of the appellees’ failure to attend appellate mediation or to sign the mediated settlement agreement. By now you may be wondering, how can there be an agreement if one party wasn’t present and how can a court order a party, who did not attend a court ordered mediation, to sign the mediation agreement negotiated in their absence? Read on!

The Fifth District Court of Appeal entered an order referring the case to appellate mediation. The order provided that “failure of an attorney or party to appear for a duly scheduled mediation conference or otherwise comply with appellate mediation program procedures, without good cause, may result in the imposition of sanctions by this court . . .”

Pursuant to the order, the parties jointly selected a mediator and a mediation conference was scheduled. However, one of the appellees failed to attend the mediation. No motion to be excused from the mediation was filed. The mediation conference went forward resulting in a written settlement agreement. However, the appellee who failed to attend refused to sign the mediated settlement agreement.

Subsequent to the mediation, appellant filed a motion with the appellate court seeking to compel appellees to comply with the mediated settlement agreement, or in the alternative, to impose sanctions on De Hoyos. The Fifth District reviewed the response to the motion filed by the appellee who did not appear and determined that the response provided no good cause for her failure to attend mediation.

The court decided as follows:

*Holler has cited no legal authority, and this court is not aware of any, which would authorize the court to compel Elin De Hoyos to comply with a mediated settlement agreement which was negotiated in her absence. However, this court does have the authority to impose sanctions against Elin De Hoyos for her failure to attend the mediation and, on this record, the granting of sanctions against Elin De Hoyos is appropriate. See Harrelson v. Hensley, 891 So. 2d 635 (Fla. 5th DCA 2005).*

The court ordered Elin De Hoyos to pay the following amounts as sanctions within 30 days from the date of its opinion:

- 1. To the mediator, all fees charged by the mediator in connection with this appellate mediation;*
- 2. To opposing counsel, Holler's reasonable attorney's fees and costs incurred in preparing for and attending the appellate mediation and filing the motion for sanctions; and,*
- 3. To the clerk of this court, five hundred dollars (\$500.00) as a sanction for willful failure to comply with this court's mediation order.*

The court, in positive foreshadowing, also ruled that:

*If the parties cannot agree on the reasonable amount of costs and attorney's fees, the trial judge in this matter is hereby appointed as a commissioner to conduct an evidentiary hearing and to determine the reasonable amount of those fees and costs. Any dispute over the reasonable amount of attorney's fees and costs shall not delay Elin De Hoyos' obligation to timely pay the items set forth in paragraphs 1 and 3 above. The failure to make these payments may result in further sanctions by this court, including the striking of Elin De Hoyos' answer brief and the assessment of additional attorney's fees.*

COMMENT: Clearly, the Fifth District Court of Appeal was not happy with this appellee's failure to follow the mediation order. This is the latest in a series of appellate opinions from the Fifth District awarding sanctions. Other opinions were discussed in *The Resolution Report Online*, Volume 20, Number 2 (May 2005).

### **“Is Everything We Say in Mediation Confidential?”**

COMMENT: You know the answer and it is \_\_\_\_\_. Here's a Federal Court case from the Southern District of Florida providing an interesting outcome on *another* exception to confidentiality.

In *Quintana v. Jenne*, 2005 U.S. App. LEXIS 12742 [11th Cir. 2005], the question on appeal was whether the district court properly awarded attorney's fees to a prevailing defendant, even though the plaintiff, Paul Quintana, who alleged [1] racial discrimination and [2] retaliation in employment, established a prima facie case on one of his two claims for relief. The appellate court held that because the presentation of a prima facie case in response to a motion for summary judgment means that a claim necessarily cannot then be considered frivolous, the district court abused its discretion by awarding fees for the defense against the claim that was not frivolous. Although the court affirmed the decision of the district court for the defense against the frivolous claim, it reversed the decision to award attorney's fees for the defense against the other claim and vacated the order that awarded \$73,890 in attorney's fees. The case was then remanded so that the district court could calculate the amount of attorney's fees attributable to the defense against the frivolous claim.

Generally, although attorney's fees are typically awarded to successful Title VII plaintiffs as a matter of course, prevailing defendants may receive attorney's fees only when the plaintiff's case is 'frivolous, unreasonable, or without foundation.' Factors that are "important in determining whether a claim is frivolous" include (1) whether the plaintiff established a prima facie case; (2) whether the defendant offered to settle [COMMENT: This is a mediation clue!]; and (3) whether the trial court dismissed the case prior to trial or held a full-blown trial on the merits." These factors are general guidelines only, not hard and fast rules, and determinations regarding frivolity are made on a case-by-case basis.

As to factor number 2, the appellate court said:

*[W]e have no way of knowing whether a settlement offer, if made, was of a sufficient amount to support a determination that Quintana's claim was not frivolous. Jenne does not deny making an offer of settlement, but maintains that any settlement offer should not be considered because it would have been made only as an attempt to comply with court-ordered mediation. We are unaware of any authority that would preclude us from considering a settlement offer made during mediation, but the amount of the offer is a necessary factor in evaluating whether a settlement offer militates against a determination of frivolity. In the absence of evidence of an offer of a substantial amount in settlement, this factor does not support either party. [Emphasis added.]*

In applying all three of the factors set out above, the court concludes that Quintana's *retaliation* claim was frivolous. The first and third factors supported a determination of frivolity, and the second factor offered no support for either party. The district court did not abuse its discretion when it awarded attorney's fees to Jenne for Quintana's retaliation claim.

The court affirmed the decision to award Jenne attorney's fees for the defense against the claim of retaliation, which was frivolous, but reversed the decision to award fees for the defense against the claim of discrimination, which was not frivolous. The case was remanded so that the district court could determine the amount of attorney's fees owed Jenne for services reasonably and exclusively incurred in the defense against Quintana's retaliation claim.

COMMENT: This was a Federal Court case and in the court's order to mediation there was a provision providing that "all proceedings of the mediation shall be confidential and privileged." Do you think the result would be, or should it be, the same in a state court-ordered mediation conference in Florida? Would the result be, or should it be, the same solely because the mediation conference is conducted by a Florida Supreme Court certified mediator? Remember, Florida's *Mediation Confidentiality and Privilege Act* provides:

#### 44.402 Scope

(1) Except as otherwise provided, ss. 44.401 - 44.406 apply to any mediation:

(a) Required by statute, court rule, agency rule or order, oral or written case-specific court order, or court administrative order;

(b) Conducted under ss. 44.401-44.406 by express agreement of the mediation parties;  
or

(c) Facilitated by a mediator certified by the Supreme Court, unless the mediation parties expressly agree not to be bound by ss. 44.401 - 44.406.

What do you think?

#### Case and Comment

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## *Message from the Director . . .*

Chief Justices in Florida serve two year terms and this July marks the start of Chief Justice Pariente's second year of her term. In an effort to keep focused on the goals she articulated for her term, Chief Justice Pariente held a retreat at which time each unit within the Office of the State Courts Administrator was able to report on accomplishments from the past year and recommit to planning for the current year.

Among the accomplishments from the DRC, ran a successful conference, produced a report and recommendations relating to senior judges serving as mediators, redesigned and published the annual *Compendium of Mediation and Arbitration Programs* (which will be ready for distribution at the conference), offered our first online newsletter and provided staff support to the special parenting coordination workgroup appointed by the Chief Justice. This workgroup submitted a Model Administrative Order, Order of Referral to Parenting Coordination and proposed training standards. The Chief recently circulated these products to the Chief Judges and Trial Court Administrators. Staff also spent considerable time and effort assisting the trial courts in implementing the ADR Model under Revision 7 to Article V of the Florida Constitution. Beginning July 1, 2004, the state assumed the fiscal responsibility for many court functions which had previously been provided by the counties. ADR was among those elements. Each of the trial court mediation programs experienced changes under Revision 7; some more than others. Ultimately, there will be a more comprehensive offering of ADR services throughout the State.

In addition, we continue to process new mediator certifications at a rate of approximately 53 a month, and mediator renewals at a rate of approximately 158 per month. For those keeping track, there are currently 4879 Florida Supreme Court certified mediators. This past year, the DRC trained 148 new county mediators in seven programs, and provided staff assistance to the Supreme Court ADR Rules and Policy Committee (see cover story), the Mediator Ethics Advisory Committee and the Mediator Qualifications Board.

In other news, Patricia Badland has taken a new position with the Department of Children and Families. Some of you may remember her from her years with the Dispute Resolution Center, but prior to this new position, Pat has been serving as the Chief of the Office of Court Improvement. After serving nearly 25 years with the State Court System, first in the 10th Circuit GAL Program, she will be sorely missed. We wish her much success! Also, special thanks to outgoing Mediator Ethics Advisory Committee member, Bobbi Hardwick. Bobbi recently completed a four year term on the MEAC in which she participated in nearly monthly Saturday morning conference calls to consider ethics questions and adopt opinions. We also wish Bobbi continued success and hope that she continues to be involved in all of our activities. We welcome Elena Rodriguez to the MEAC and look forward to working with her.

As I complete this Message, the conference is nearly a month away. Everyone is in conference mode and we look forward to another successful event. I hope to see you there!

*Until next time. . . Sharon*

## ethical opinions online

The advisory opinions issued by the Mediator Ethics Advisory Committee can be found online at [www.flcourts.org](http://www.flcourts.org). From the main menu select Alternative Dispute Resolution to access the ADR Pages.

[www.flcourts.org](http://www.flcourts.org)

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## The Resolution Report

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### NEWSLETTER

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