



**SUPERIOR COURT OF CALIFORNIA
COUNTY of SOLANO
ETHICAL AND PRACTICE STANDARDS**

All individuals who serve on a Superior Court of California, County of Solano ADR Panel(s) must be familiar with and follow all state and federal laws, California Rules of Court, local court rules, and relevant professional requirements, including standards of practice. Panel members have a duty to act in good faith, maintain confidentiality, and not advance their own interests at the parties' expense. Panel members must be reasonably available to schedule ADR conferences, and must make an effort to expedite the ADR process.

Neutrality: An ADR panel member must be neutral and act fairly when dealing with the parties and their counsel. Neutrality is defined as “freedom from favoritism or bias by appearance, word, or action, and a commitment to serve all parties as opposed to a single party.” Further, the arbitrator, mediator or neutral evaluator may not have a personal interest in the case, and cannot show bias toward individuals or institutions involved in the dispute.

Conflict of Interest: A panel member has a duty to disclose actual or potential conflicts of interest. All disclosures should be in writing.

- **Definition:** Conflicts of interest include (but are not limited to) personal or professional relationships with a party such as: legal representation by the panel member or his or her law firm; representation in business, real property, tax preparation, or other transactions; and, service as a consultant, advisor, therapist, or other expert.
- **Obligation:** A panel member shall disclose any personal or professional relationships that might create a conflict of interest before accepting a case assignment. If there is an actual or perceived conflict of interest, the parties may jointly decide to continue working with that panel member or any party may contact the ADR Administrator to choose another panel member. If all parties elect to continue working with the panel member, then such decision must be in writing, and signed by all parties and their counsel.
- **Ongoing Duty:** Per California Rules of Court, **Rule 3.855**, a panel member has an ongoing duty to disclose actual or potential conflicts of interest. If during arbitration, mediation, neutral evaluation or other ADR process, information that is or may be considered a conflict of interest must be disclosed immediately.

Confidentiality: Except as otherwise provided, a panel member must treat all written and oral communications made in or during an ADR process as confidential to the extent provided by law.

Informed Consent: A panel member has an ongoing duty to ensure that all parties understand the ADR process and procedures associated with the case. Further, the panel member must make every effort to ensure that the parties understand the panel member's role, and the limits to that role, in managing the ADR process, getting expert advice, and making decisions. Mediators may not give legal or financial advice. In order to protect the neutrality of his or her

role, the panel member may find it advisable to encourage parties to seek independent advice from legal, financial or other professionals.

Process Knowledge: A panel member must only accept responsibility for delivering ADR services when reasonably certain that he or she has sufficient knowledge, training, or other expertise to administer that process appropriately, and understands the subject matter and issues in dispute.

Unrepresented Interests: A panel member must consider the possibility that people not attending an ADR conference may be affected by the results. The panel member has a duty to encourage the parties to fully consider such interests, when, in his or her judgment, it is appropriate to do so.

Solicitation: A panel member must accurately state his or her qualifications, and must not make misleading claims about any ADR process, its costs and benefits, or its outcome.

- A panel member must not seek or accept business from an ADR participant (either as a neutral, consultant, or representative in any other professional capacity) while that ADR proceeding is pending.
- A panel member who has heard any portion of a case may not within two years thereafter accept employment or provide services to any party, when such services/employment are related in any manner to the substance of that case.

Pro Bono Contributions and Fees for Service: A panel member must follow the Court's policies regarding ADR services that will be provided at no cost to the parties and ADR services that may be compensated at the panel member's normal rate.

- A panel member must inform the parties of rates and fees, in writing, prior to commencing the ADR process. Billing or invoice statements must clearly state the purpose for all fees and charges, and accurately reflect the required *pro bono* service contribution.
- No contingency fees may be charged. No fees dependent upon resolution may be charged. No referral fees may be paid.
- The parties may be required to pay a deposit against anticipated fees. An ADR panelist may only charge the parties for actual time spent or services provided. Any balance must be refunded.
- All panelists who have cancellation charges or who require parties to pay a non-refundable fee for a “minimum” number of hours, shall disclose all time requirements and charges in advance and in writing.

ADR Forms: A panel member must complete and return in a timely manner all local and state forms as directed by the Court or the ADR Administrator.

Signature

Date