ALTERNATIVE DISPUTE RESOLUTION NEWSLETTER

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ADR NEWS

ARBITRATION FAIRNESS ACT PENDING IN 111th CONGRESS

The Arbitration Fairness Act of 2009 is pending in both the Senate and the House. S931 is in the Senate Judiciary Committee and HR1020 is pending in the Commercial and Administrative Law Subcommittee of the House Committee on the Judiciary.

The Act, if passed, would overturn the 5-4 Supreme Court decision in *14 PENN PLAZA LLC v. PYETT*, 556 U.S. ___ (2009), 129 S. Ct. 1456, upholding arbitration clauses in collective bargaining agreement employment contracts waiving an employee's right to bring statutory claims in federal court. The Act would also overturn the 5-4 decision in *CIRCUIT CITY STORES, INC. V. ADAMS,* 532 U.S. 105 (2001), approving mandatory arbitration agreements of employment law disputes in lieu of litigation.

The proposed Act invalidates pre-dispute mandatory arbitration agreements in employment, consumer, franchise, or civil rights disputes. Support for the Act appears to be growing. The North American Securities Administrators Association supports the Act, although there is some stiff opposition, including the International Franchise Association.

THE UNIFORM COLLABORATIVE LAW ACT MARCHES FORWARD

The Uniform Collaborative Law Act, adopted unanimously by the Uniform Law Commission, was poised for consideration by the ABA House of Delegates at its February 2010 meeting. It was withdrawn however, due to some opposition. In Washington, supporters of the uniform Act have picked up the pace. The WSBA ADR Executive Committee endorsed the Act and has requested that the WSBA Legislative Committee review the Act with a view to recommending its sponsorship by the WSBA. The WSBA recently declined to take a position on the Act before the ABA. No legislation has been introduced in Washington to date. The question as to what further review and action should, and can, be taken to advance the Act remains to be seen. We will keep you posted.

A final draft of the Uniform Act can be found at: http://www.nccusl.org/Update/CommitteeSearchResults.aspx?committee=279.

ADR NEWS

Save the date: The 17th annual Northwest ADR Conference will be Friday and Saturday, April 30 and May 1, 2010 at the University of Washington Law

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School. The annual meeting of the ADR Section will also take place immediately preceding the conference on Friday, April 30, 2010.

The position of Secretary for the Executive Committee of the ADR Section has been filled. Anamaria Gil, of the Reed McClure law firm, has been nominated to the Executive Committee for the Secretary position. Welcome to the new position, Anamaria. If anyone has an interest in participating as a member of the Executive Committee, please contact ADR Section Chair David Black at 206-626-6431 or blackd@jacksonlewis.com.

The ADR Section's Deskbook Committee is moving forward and has drafted an initial table of contents. If you would like to be involved or obtain more information, please contact committee chair, Heather Van Nuys, www.VanNuysLaw.com.

A small group of attorneys in Pierce County are collaborating with the Pierce County Center for Dispute Resolution, www.pccdr.org, to explore early mediation in dissolution cases involving children. The effort, spearheaded by Porter Kelly, a veteran Washington attorney of over 50 years, is examining the logistics of providing mediation and the potential for a local rule requiring mediation, unless excused by the court, before a trial date can be obtained.

By Paul McVicker, editor and
Mark Baumann, associate editor

ADR Focus Groups

How is ADR relevant to lawyers' practices? Is it relevant at all? What is important to practicing lawyers?

When members of the WSBA ADR Section Executive Committee met recently with the leaders of the King County Bar Association's ADR and Collaborative Law sections, we all found we were asking these same questions. And we were all very interested in the answers. What do other lawyers – those who don't necessarily come to ADR Section meetings – have to say?

So we decided to ask. And a collaborative "listening project" was born.

Here's how it works. Lawyers are personally invited to meet together in small focus groups – as many as eight. Two or three members from the ADR Sections attend to facilitate and mostly, to listen. The meetings are short – usually ninety minutes – and casual. We use dialog format that encourages participation and interaction.

We have held several of these focus groups already. Many good ideas surfaced and have been discussed. Certainly those of us in the ADR Sections are finding it extremely valuable. We're hearing practitioners describe the situations facing their practices. We're also hearing how ADR works – or, sometimes, how it doesn't! The participants are also often finding the meeting to be of value – some have decided to continue to meet to keep the conversation going.

The early focus groups were held in downtown Seattle. The plan is to move beyond downtown, beyond the Seattle metro area, and out into the rest of the state. This has been the goal all along – in early planning we called it "Tables of Eight Around the State."

So far each focus group included lawyers practicing in the same general subject matter area (e.g., family law; trust, estate and probate). We're looking to have focus groups from other areas as well – employment, corporate, commercial, real property – just to name a few.

If you're interested in learning more about this project, contact Debra Synovec, *dsynovec331@aol.com*, or Jeff Bean, jeff@beanlawfirm.com.

Contributed by Jeff Bean.

LETTER FROM THE CHAIR

By David Black, WSBA ADR Section Chair

2010 promises to be an exciting year for ADR in Washington. Key developments and corresponding opportunities for involvement and professional growth abound. The Section is active and highly motivated. Arbitration law is changing. We need your involvement to meet the challenges created by these new developments.

The Section. Our Section will continue to focus on developing resources and services for members including: providing CLE programming; publishing the newsletter; launching a new community-based website with member profiles, discussion forums and rich social media capabilities; supporting the Northwest ADR Conference; and continuing to support a new deskbook. Additionally, we are exploring organizing a social networking event, creating forums for the discussion and improvement of ADR practices, and engaging in other outreach efforts across the state. All Section efforts have opportunities for volunteer involvement.

The Law. Legislative developments in the Uniform Collaborative Law, controversies over regulating mediator standards, the Arbitration Fairness Act of 2009, U.S. Supreme Court cases and the recently passed Franken Amendments to the DOD Appropriations bill provide additional volunteer opportunities to get involved by voicing concern in scholarly articles and blog entries, to provide leadership and/or to otherwise make a difference.

We Need You. Whether you are a neutral, an advocate, an educator, a provider of ADR services or a consumer of ADR services, you will find great benefit from getting involved with the Section this year and the Section will greatly benefit from your contributions. Your involvement is the precise professional catalyst needed to boost your business. More importantly, the increasing pervasiveness of mediated and arbitrated resolutions means that ADR is the de facto justice system for a vast majority of disputants. Join us and make a difference to that justice.

Thank you for this time and the opportunity to serve you. I look forward to an exciting year full of potential and growth for the Section.

David Black *is of counsel to the law firm of Jackson Lewis. He has over 15 years of focused labor, employment and business law experience. He advises and represents management regarding workplace issues and provides training to HR executives and professionals. A graduate of the University of Michigan Law School, he is licensed in Michigan, Oregon and Washington. David may be contacted at Jackson Lewis at 206-626-6431 or BlackD@jacksonlewis.com.*

NOTE FROM THE EDITOR

In this issue we deviate a bit from a strict ADR perspective to bring an interesting article on substantive law relative to community and separate property. It is an issue faced by many ADR practitioners in arbitration, mediation, and collaborative law, and recently clarified (?) by our courts in the *Borghi* case. Read the article on pages 7-9 by Doug Becker.

You should notice that this edition of the newsletter is posted in the ADR Section's new website. Take a look around the new site after you've perused this edition. It's a new information source for ADR in Washington. Our newsletter will be taking a new form, integrated into the new site. We expect to be able to bring news, information, plus educational and other ADR-related topics to you in an improved and more useful fashion.

We are still in need of contributions to our newsletter. Items of news and information and articles on ADR-related issues are sought. We have a particular interest in articles on screening, training for screening, education, regulation and licensing of ADR practitioners. Please contact us if you have in interest in contributing, or can prod a friend into making a contribution with those interesting ideas he or she is always spouting.

Paul W. McVicker, Editor

Paul W. McVicker *concentrates his practice in family law, custody litigation, and mediation. He is active with the King County Bar Association and the WSBA Alternative Dispute Resolution Section. He recently launched the Non-parental Care Legal Clinic for low-income caregivers in non-parental custody actions. Contact Paul at (206) 438-4090, paul@seattlelawandmediation.net, or through his website, www.SeattleLawandMediation.net.*

SECURITIES ARBITRATION

By Marya M. Santor

Billions of dollars are traded by millions of people in the securities industry each year, and each year there are winners and losers. Unfortunately, in recent years there have been infinitely more losers than winners. The inevitable disputes that arise when investors lose money in the stock market must be carefully evaluated to sort out those investors with legitimate claims from those who simply rolled the dice in the market and now have to hope it goes back up before they retire.

As with any other litigation, potential litigants fall into several different categories: those with great claims, those without, and everyone else. Many factors must be considered when evaluating a potential claim. The type of investment must be suitable for a particular investor's needs. An investor's risk tolerance is determined by the investor's age, retirement status, and financial situation, including his or her assets and the

diversity of those assets. An investor's education and investment experience can be clues into how much an investor understands the investment he or she is making. Brokers have a higher duty if they solicit or recommend a trade than if the trade is unsolicited. And finally, brokers have a responsibility to provide investors with all pertinent information about any possible trade, both the upside and downside.

Three individuals who lose 70% of their investment after being given the same advice can be in very different positions when it comes to evaluating their potential claims. In October 2007 (when the Dow Jones hit 14,164), a broker recommended to three different people that they invest their entire account in a single high-risk stock that had performed very well over the preceding year. An 86-year-old retired coal miner with no investment experience and limited retirement assets (all of which were contained in one modest retirement account) invested in the stock after he received a cold call from the broker assuring him that it was a great deal and that the stock had made his clients a lot of money. A 30-year-old multi-millionaire day-trader with an MBA in finance and diverse sizable assets located in separate accounts called the broker to discuss a possible investment in the stock. She was counseled that it was a high-risk investment with the potential for a high return and decided to invest. A 55-year-old doctor with a healthy income and retirement assets managed by several different firms and a 10-year history of investing in the markets purchased the stock after receiving a cold call from the broker. The broker recommended the stock purchase and told him it had the potential to make him a lot of money. The 86-year-old retired coal miner probably has a great claim, the 30 year-old, multi-millionaire day-trader probably does not, and the 55-year-old doctor's potential claim is worth exploring more fully.

If a claim is against a registered representative (broker) or a brokerage firm, it is generally required to be submitted to arbitration. Pre-dispute arbitration agreements are wide spread in the securities industry as part of most account opening documents and are generally enforceable under the Federal Arbitration Act. The Federal Arbitration Act established that pre-dispute arbitration agreements are "valid, irrevocable, and enforceable," and parties subject to a pre-dispute arbitration agreement must bring their claim to arbitration instead of court. The Act also limits the grounds on which a court can vacate or modify an arbitration award. Although an early Supreme Court case craved out an exception to the enforcement of pre-dispute arbitration agreements for securities disputes, the Court later reversed its ruling. The Court in *Shearson/American Express, Inc. v. McMahon 482 U.S. 220 (1987)* and *Rodriguez de Quijas v. Shearson/American Express, Inc. 490 U.S. 477 (1989)* found that pre-dispute arbitration agreements were enforceable in securities disputes. FINRA (which is a self-regulatory organization overseeing the securities market) rules also require that all brokers and brokerage houses submit to arbitration at the request of a public customer.

Since the regulatory division of the NYSE merged with the NASD in 2007 and became FINRA, virtually all securities arbitrations are administered by FINRA. FINRA was created under authority provided in the Securities Exchange Act of 1934. It is overseen by the SEC, which has the power to review and approve or disapprove its rules. FINRA's primary charge is protecting the public, and, therefore, many of its arbitration rules are tilted toward the investor in securities disputes. The Code of Arbitration Procedure for Customer Disputes governs all investor disputes administered by FINRA and can be found on its website. FINRA also administers arbitration between industry parties under similar though slightly different rules.

To begin securities arbitration with FINRA, a public investor files a statement of claim with the Northeast Regional Office of FINRA. The statement of claim may be filed online or through the mail. The Northeast Regional Office then sends the statement of claim to one of the four Regional Offices based on where the hearing location will be. In public investor cases, the hearing location is generally determined by where the investor lived at the time the dispute arose. There is at least one hearing location in each state as well as one in Puerto Rico and one in London. The only hearing location in Washington is Seattle, and it is administered by the Western Regional Office in Los Angeles, California.

Once the statement of claim is received by the Regional Office, it is evaluated for deficiencies before it is served on the respondents. A claim will be found to be deficient if it fails to set out the basic facts of the dispute, a submission agreement is not filed, the correct number of copies are not filed, or the correct filing fee and hearing session deposit are not submitted. The filing fee and hearing session deposit are based on the amount in controversy and can be as high as $600 for the filing fee and $1,200 for the hearing session deposit. Large

requests for punitive and treble damages should be considered carefully, because they are included in the calculation for fees and are very rarely granted in arbitration. A few special rules to keep in mind when filing a claim: (1) elderly or seriously ill parties can request an expedited arbitration proceeding and (2) filing fees and hearings session deposits can be waived for financial hardship.

Once any deficiencies are corrected, FINRA serves the statement of claim on the respondents. Respondents have 45 days to file an answer and submission agreement. After the answer is filed, the arbitration selection process begins.

Small claims of $25,000 or less are handled on a simplified basis: a single arbitrator is appointed to decide the matter and the decision is made on the papers without a hearing. The public investor may elect to have a hearing on the matter; the industry parties may not. For claims between $25,000 and $100,000; a single arbitrator is appointed and a hearing on the merits is held. For claims over $100,000, a three-arbitrator panel is appointed and a hearing on the merits is held.

Arbitrators are selected from three different lists: (1) a list of public arbitrators with no connection to the securities industry, (2) a list of non-public or industry arbitrators, and (3) a list of public chair-qualified arbitrators. A single arbitrator panel consists of an arbitrator selected from the public chair-qualified list. A three-arbitrator panel consists of a single arbitrator selected from each list. Parties receive a list of eight arbitrators for each list and may each strike up to four arbitrators per list. FINRA then consolidates the lists and a panel is selected. If all arbitrators from a particular list are struck by the parties, FINRA will appoint the panel without any further input from the parties. After an arbitrator is appointed, the parties may challenge the arbitrator. When a challenge is made to the service of one of the arbitrators, close calls are made in favor of the public investor.

After the arbitrators are selected, FINRA sets an initial pre-hearing conference during which the parties and the arbitrators set a schedule for the case and the hearing dates. During this conference, additional pre-hearing conferences may be scheduled to deal with discovery issues or substitutive motions. Pre-hearing conferences are held by telephone. Prior to the hearing on the merits, the parties complete discovery. Discovery in arbitration is more limited than what is allowed in court. Interrogatories are limited and depositions are discouraged except in situations such as to preserve the testimony of a dying material witness. However, extensive document production is conducted in arbitrations. The Discovery Guide sets out detailed discovery lists which are presumptive discoverable in public customer cases. Parties are required to cooperate in the exchange of documents, but the intervention of arbitrators is often necessary.

The hearing on the merits is structured much the same way as a trial is structured, although it is less formal. The hearings generally take place in a conference room at a hotel or business center. The parties start with opening argument, witnesses are called and then the parties end with closing argument. Witnesses may be cross examined by opposing counsel and questioned by the arbitrators. Out-of-town witnesses often testify by phone. Additionally, formal rules of evidence do not apply in arbitration, so documents are more liberally admitted than in court.

When drafting pleadings and preparing for the hearing, it is important to remember that there are significant differences between a FINRA arbitration panel and other commercial arbitration panels. Most commercial arbitration panels consist of judges, seasoned arbitrators, or at the very least attorneys. It is not usual for an arbitration panel not to have an attorney on it. The chair may not even be an attorney. Because of this, the facts of a particular case often become much more important than the actual law.

After the hearing is concluded, the arbitrators issue their award. The awards contain only the basic information and generally no explanation of the arbitrators' reasoning. Parties may jointly request that the award contains a recital of the general findings of facts leading to the award. This request must be joint and filed 20 days before the first scheduled hearing. Arbitration awards are required to be paid within 30 days. If an award is not paid within 30 days, FINRA has the power to suspend the respondent from the industry. This generally means that if an award is granted, it will be paid.

Securities arbitration case filings are cyclical and lag a little behind the market. Case filing peaked in 2003/2004 near 10,000 per year and fell to a little more than 3,000 in 2007. Not surprisingly case filings are up 86% this year over last.

Maria M. Santor is an attorney with her own practice, Santor Law Firm. With offices located in Bothel; she provides legal services in King and Snohomish Counties. Her areas of practice center around securities arbitration, business and litigation, estate planning and probate, and medical malpractice and personal injury. Maria may be contacted through her website as santorlaw.com.

The WSBA ADR SECTION

The ADR Section of the Washington State Bar Association, not unlike ADR itself, has undergone a number of changes in its history since its inception in the fall of 1990. The premier edition of the first newsletter in July 1991 touted the First Annual Northwest Alternative Dispute Resolution Conference at the University of Washington Law School in celebration of its first year of operation.

The Section has always examined and promoted legislation, from the Mediator Privilege and Confidentiality Act passed in 1991 to the Uniform Collaborative Law Act now proposed. The activities of the section include continuing education, beyond the annual NW ADR Conference; work on an ADR Deskbook; bringing ADR practitioners together; promoting the use of and best practices in ADR; and much more. In the near future our newsletter may be going high-tech, along with the entire section, with a new website offering.

Membership in the Section is not limited to lawyers, and many practitioners in all areas of ADR are able to reap the benefits of membership in the Section. As ADR grows, develops and expands, many issues will be addressed in the field, from collaborative law to qualification and/or licensing of ADR professionals.

Now is a great time to get involved, educate yourself, and make a difference. Join a committee and get involved with the ADR Section's work!

Deskbook ***Education*** ***Newsletter*** ***Legislation*** ***Technology and Website Development***

If interested, please contact David Black at BlackD@jacksonlewis.com.

Refinance Quitclaim Blues – Cured by *Borghi*?

It's an issue every family law attorney and mediator has seen: one spouse owns a separate property house, but sometime during the marriage the couple refinances and in their pile of closing papers is a quitclaim deed that transfers title to the couple. Fast-forward to the divorce and the question is: whose house is it?

Back in the days when appellate courts thought trial judges had brains and divorces were equitable proceedings, this was a discretionary call. Then, in 1993, the Division I Court of Appeals published back-to-back opinions by the same panel of judges containing the same holding: a quitclaim deed creates a legal presumption of a gift to the community. *In re Marriage of Olivares*, 69 Wn. App. 324, 848 P.2d 1281, *review denied*, 122 Wn.2d 1009 (1993); *In re Marriage of Hurd*, 69 Wn. App. 38, 848 P.2d 185, *review denied*, 122 Wn.2d 1020 (1993). Under this presumption the spouse trying to uphold his or her separate property claim has the burden of proving the quitclaim deed *wasn't* intended as a gift—a classic prove-the-negative dilemma.

An odd aspect of *Hurd* and *Olivares* was that they so clearly ran against the historical presumption to the contrary, which was that a party seeking to uphold a quitclaim deed between spouses has the burden of showing the transfer of interest in the property for inadequate consideration was made freely and that the transaction was fair and just. *In re Marriage of Marzetta*, 129 Wn. App. 607, 620, 120 P.3d 75, *review denied* 157 Wn.2d 1009, 139 P.3d 349 (2005); *Yeager v. Yeager*, 82 Wash. 271, 274, 144 P. 22 (1914).

The gift presumption assumes that there isn't any need to look beyond the quitclaim deed to establish a *prima facia* gift intent and that quitclaim deeds signed during refinancing are made "freely," so therefore they indicate a gift intent. Unfortunately, as discussed below, even the explicit overruling of the gift presumption by *In re Estate of Borghi*, 167 Wn.2d 480, __ P.3d __ (2009) doesn't adequately correct these assumptions, which arise from an overreaching interpretation of the written evidence rule.

The written evidence requirement has long been attached to the clear and convincing standard of proof required for showing intent to change the character of marital property. *In re Marriage of Mueller*, 140 Wn. App. 498, 508, 167 P.3d 568 (2007); *In re Estate of Verbeek*, 2 Wn. App. 144, 158, 467 P.2d 178 (1970); *Graves v. Graves*, 48 Wash. 664, 94 P. 481 (1908).

The problem arises when a court assumes that because written evidence is required, it is therefore sufficient by itself to shift the burden of proof. There is no reason to assume a simple quitclaim deed tells the court everything it needs to know in an equitable proceeding like a divorce. Take, for example, the *Olivares* case, in which the husband's grandparents assigned a real estate contract to the couple. "Initially, the parents were making the assignment to Stephen. However, the escrow agent added Theresa's name to the transfer documents, explaining to Stephen and his parents that it was 'required by law' to include both the husband and wife as joint tenants." *Olivares* at 327. In a footnote the opinion claimed "[c]ertainly the proposition sounds foreign to Washington lawyers and judges." But to Washington *family law* attorneys, such an assertion by an escrow officer doesn't sound foreign at all. It sounds like a typical escrow officer parroting a line provided by financial institutions who would rather not acknowledge that they are in a better legal position against the debtors if a quitclaim deed is obtained. If you want the loan, you sign the deed.

This leads to the other problematic assumption, that quitclaim deeds executed during refinancing are "made freely." Nowhere is this more clearly expressed than in the recent unpublished opinion of *In re Marriage of Erdman,* 2009 Wash. App. LEXIS 2992 (Wash. Ct. App., Nov. 17, 2009). In arriving at an opposite result from *Borghi*, the *Erdman* decision distinguished *Borghi* by stating:

> The consideration listed on the deed was "to establish community property," despite Mr. Erdman's argument that he only added Ms. Mohs's name to obtain a loan. If Mr. Erdman's sole reason to add Ms. Mohs's name to the deed was to obtain a loan, it is highly unlikely he would want the consideration to be "to establish community property". Furthermore, if Mr. Erdman's reasoning is to be believed, he could have taken Ms. Mohs's name off the deed once the loan was obtained, or after the loan was satisfied, which he did not.

Highly unlikely? That's appellate myopia at its finest. Mr. Erdman doubtless had no input into the quitclaim deed's recitals and "[t]o establish community property" isn't a layman's term, it is the legal language of mortgage companies used in the context of the borrower's marital contentment, lack of knowledge and radically unequal bargaining power. In reality, it is highly unlikely that a refinancing quitclaim deed, even if it says "for love and affection," demonstrates any intent to gift separate property to the community. It is also highly unlikely

that a failure to later quitclaim the property back to the individual spouse indicates anything more than a lack of awareness that it was even an issue. The mischief in using either one as a basis to shift the burden of proof back to the separate property claimant is that lack of awareness does not equal intent to gift.

So, what of the *Borghi* decision itself? Certainly it signals a return to respect for separate property and a clear intent by a majority of the Supreme Court to get rid of the gift presumption. "We…adhere to the well settled rule that no presumption arises from the names on a deed or title. We take this opportunity to…disapprove any reading of *Hurd* or *Olivares* that suggests a gift presumption arising when title to property is changed from the name of a single spouse to both spouses." *Borghi* at 486. "To the extent *Hurd* or *Olivares* suggest a gift presumption arising when one spouse places the name of the other spouse on title to separate property, we disapprove these cases." *Borghi* at p. 490.

However, the decision has shortcomings that make it possible for courts so inclined to ignore the point. First, *Borghi* didn't involve a refinance. Under the peculiar facts of the case, one spouse bought real property on contract prior to the relationship and upon successful completion the third-party creditor quitclaimed the property to both spouses. Hence, the separate property spouse didn't show any intent, in writing or otherwise.

Second, repeating the written evidence requirement left open the question of whether a quitclaim deed alone is sufficient to shift the burden of proof. "With respect to real property, a spouse may execute a quit claim deed transferring the property to the community, join in a valid community property agreement, or otherwise *in writing evidence his or her intent*. [Cites omitted. Italics added.] But in the absence of such evidence, the name in which title is held, including a change in title, tells us nothing or is ambiguous at best." *Borghi* at p. 488-89. It is notable that the concurring opinion in *Borghi* by the fifth justice in a 5-4 decision refused to endorse the written evidence requirement, presumably because this creates a loophole that the *Erdman* court drove a truck through; namely the opportunity to continue assuming that the evidence provided by a quitclaim deed is more than ordinary evidence; it is sufficient evidence, by itself, to shift the burden of proof and require the party defending their separate property to "prove the negative" by clear and convincing evidence. In the end, this issue won't be resolved until a refinance case is cleanly presented to our Supreme Court. Until then, both sides can make their arguments and the trial court can exercise its discretion if it chooses to, which is an improvement. Attorneys and mediators should advise their clients that the "gift presumption" should no longer be relied upon and, technically at least, has been overruled.

Douglas Becker is a family law litigator and mediator and past chair of the WSBA Family Law Section. His contributions to family law were recognized by the WSBA Family Law Section's 1992 Attorney of the Year award and a 2002 Special Achievement Award. Mr. Becker is the founder and moderator of the WSBA Family Law Section's list serv Website where he makes available QuickCites, a regularly updated compendium of all Washington appellate holdings on family law.

ALTERNATIVE DISPUTE RESOLUTION SECTION of the WSBA

Our New Website: http://wa-adr.ning.com also found at: http://www.adr-wa.com Check it out!

Executive Committee Meetings - third Friday of the month
Noon - WSBA Office, 1325 4th Ave., Ste 600, Seattle All welcome !

Officers and Executive Committee Members:

David Black (chair)	Jeff Bean (chair-elect)
Anamaria Gil (secretary)	Courtland Shafer (treasurer)
Debra Synovec (past chair)	Heather Van Nuys
Lish Whitson	Sherman Knight
Mark Baumann	Robert Alsdorf
Paul McVicker	Steve Crossland

- Membership in the ADR Section is open to all ADR practitioners and is not limited to attorneys.
- Dues are $35 per year.
- Membership includes:
    - access to our new website for ADR information and Section activities, including our newsletter, blogs, reports, and other helpful items;
    - listing in our ADR Service Providers Directory on the website;
    - CLE and other educational opportunities;
    - networking;
    - participation in the ADR community;
    - and more (coming soon: ADR Form Bank, links to your website, a great new website and ADR resource).
    - Plus just hanging out with some pretty cool people and promoting the alternative resolution of disputes!