

**APPLICATION FOR APPOINTMENT ON THE ADR NEUTRAL PANEL FOR
MERCED SUPERIOR COURT**

PLEASE RETURN THIS FORM TO THE COURT'S ADR OFFICE
MERCED SUPERIOR COURT, ADR OFFICE

*2260 N Street
Merced, CA 95340
FAX: (209) 725-4112*

Name:	
Comp./Firm:	
Address:	
Telephone:	
Web/E-Mail:	
Hourly Fee	\$

Areas of Business/Practice:

Languages you or regularly available staff speak:

ADA Facilities (where arbitrations/mediations will be conducted)? Yes No

Professional Licenses Held:

Type of License/State of Origin	License Number	Dates valid

Please describe your Education:

Institution	Degree Achieved	Dates attended

Please describe your Employment History:

Employer	Position	Dates worked

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Please explain any affirmative responses to the questions below in detail on a separate sheet of paper.

- Has a license you have held ever been suspended or revoked?
 Yes No Not Applicable

- Has any disciplinary action been taken against you by any state, federal or professional licensing board or agency?
 Yes No

- Have you ever been convicted of a felony or misdemeanor?
 Yes No

- For Attorneys: Have sanctions of \$1000 or more been imposed against you in a single case in the last five (5) years (excluding discovery sanctions)?
 Yes No Not Applicable

You are required to have 25 hours of Arbitration Training and/or Arbitration Experience to be appointed as an Arbitrator on the ADR Neutral Panel. You are required to have 25 hours of Mediation Training and/or Mediation Experience to be appointed as a Mediator on the ADR Neutral Panel. Please indicate your training and experience below, providing specific dates, time estimates and organizations involved.

My Arbitration training/experience is as follows:

Date(s)	Organization/Court	Course Title/Case Name	Hours

My Mediation training and experience is as follows:

Date(s)	Organization/Court	Course Title/Case Name	Hours

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If appointed to the ADR Neutral Panel, the ADR Neutral agrees to comply with all California statutes and rules, and acknowledges failure to do so may result in suspension or removal from the ADR Panel. The ADR Neutral further agrees:

- To dedicate up to three (3) hours of Arbitration/Mediation proceeding time to each case assigned. After the three (3) hours have expired, the Parties may make their own arrangements with the ADR Neutral to continue ADR services. In such cases, the ADR Neutral may not solicit such employment beyond a single notification to the Parties of the availability of such services along with disclosure of the ADR Neutral's hourly rate. Solicitation of the Parties beyond that prescribed above (including repeated solicitations, or assurances settlement may be achieved with additional time) is prohibited;
- If requested by the Court, to provide up to eight hours of *pro bono* ADR services on at least one case per year per the requirements of *Cal. Rules of Court*, Rule 10.781.
- To never serve in a matter on which the ADR Neutral has a financial interest or previous personal knowledge of the facts, witnesses or other information pertaining to the case. The ADR Neutral agrees to seek immediate withdrawal from such matters when appropriate, or if the Arbitration or Mediation has already convened, to suspend the proceedings and notify the ADR Office, absent a signed written waiver executed by all sides after full and complete disclosure of the conflict issue in appropriate cases;
- To maintain liability and/or malpractice insurance throughout the ADR Neutral's tenure on the ADR Neutral Panel;
- To maintain records of all ADR Proceedings heard, including Dates, Case Nos., Case Names, and List of Parties and Counsel attending the proceeding; and
- To permit the Court to publish the ADR Neutral's biographical information on the Court's website and in other publications as the Court sees fit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I agree to abide by and be bound by all terms set forth herein for ADR Neutrals.

Executed on _____ at _____, California.

Signature: _____
(print name)