ADR Committee Honors Chief Judge Donetta W. Ambrose

At the annual meeting of the Pennsylvania Bar Association, June 4, in Hershey, the Alternative Dispute Resolution Committee honored Chief Judge Donetta W. Ambrose, of the U.S. District Court for the Western District of Pennsylvania, with its Special Recognition Award for her commitment to promoting the practice of alternative dispute resolution in Pennsylvania.

“Judge Ambrose excels in the area of alternative dispute resolution and has had a significant professional impact in its use here in Pennsylvania,” said Pittsburgh lawyer Mary Kate Coleman, who nominated Ambrose for the award. “She has supported the education and professional development of the local mediation community and works to advance creative and critical thinking about resolving conflicts.”

In June 2006, Judge Ambrose was one of four district court judges to begin participation in a pilot ADR program. Ambrose wanted lawyers to have input into development of the local program, so she held a series of meetings with local bar association members and invited experienced mediators to lead the discussions. The pilot program was expanded to the full court earlier this year.

Ambrose completed mediation training at Tulane University through a program offered by the Federal Judicial Center and has shared her knowledge during speaking events for the Mediation Council of Western Pennsylvania and the Allegheny County Bar Association ADR Committee.

Ambrose is active in the PBA Commission on Women in the Profession, including service on its executive council and several committees and subcommittees.

She is a fellow of the American Bar Foundation and a member of the American Judicature Society, National Association of Women Judges, Inns of Court, Women’s Bar Association, Allegheny County Bar Association and Westmoreland County Bar Association.

Ambrose was elected to the Westmoreland County Court of Common Pleas in 1981 and was appointed to the U.S. District Court for the Western District of Pennsylvania in late 1993. She earned her undergraduate degree at Duquesne University and her law degree from the Duquesne University School of Law.
ABA Ethics Opinion Approves Collaborative Law Practice

By Linda S. Pellish

In August 2007, the American Bar Association issued a formal opinion addressing ethical considerations in Collaborative Law Practice. The ABA Standing Committee on Ethics and Professional Responsibility stated:

Before representing a client in a collaborative law process, a lawyer must advise the client of the benefits and risks of participation in the process. If the client has given his or her informed consent, the lawyer may represent the client in the collaborative law process. A lawyer who engages in collaborative resolution processes still is bound by the rules of professional conduct, including the duties of competence and diligence.1

The ABA Committee based its opinion on the Model Rules of Professional Conduct as amended by the ABA House of Delegates through February 2007. As noted in the opinion, the laws, court rules, regulations, rules of professional conduct and opinions promulgated in individual jurisdictions are controlling.2 The Committee analyzed the implications of the Model Rules on the Collaborative Practice of Law.

Collaborative Law is another form of dispute resolution model where parties each retain collaboratively trained attorneys to represent them to resolve legal disputes in a cooperative and transparent manner with the goal to reach settlement. Negotiations are interest-based and options are chosen to best meet the needs of the parties. The parties and their collaborative attorneys sign a participation agreement, also called a four-way agreement, at the onset of the process, where they contract to negotiate an acceptable settlement without going to court, to engage in open communications and full disclosure, and to use problem-solving techniques that will result in a mutually acceptable agreement. The four-way agreement includes a provision requiring that if the process breaks down, the collaborative attorneys’ representation of the parties will terminate and the parties must retain new counsel. Under the terms of the participation agreement, the collaborative attorneys will not represent the parties in any subsequent court proceedings.

Collaborative law practice began with attorney Stu Webb in Minnesota in 1990 and has spread extensively throughout the United States, into Canada, Australia and Europe. Collaborative law practice had its basis in family law but is now utilized in other areas of practice, including probate and estates and civil litigation.

The ABA Opinion notes that several state bar opinions have analyzed collaborative practice and, with one exception, they have concluded that it is not inherently inconsistent with the Model Rules.3 The ABA recognizes that most of the opinions treat collaborative law practice as one involving a limited scope representation and they address the duties of those lawyers in those situations, which include communication, competence, diligence and confidentiality. The ABA notes that these opinions have been guarded and caution collaborative practitioners to be aware of potential ethical difficulties.4

The ABA Opinion concludes that collaborative law practice and the four-way or participation agreement represent a permissible limited-scope representation under Model Rule 1.2, with the collateral duties of competence, diligence and communication. Notably, the opinion rejects the suggestion that collaborative law practice sets up a non-waivable conflict under Rule 1.7(a)(2),5 which is the basis of the sole disqualifying opinion from the Colorado Bar Association for finding that collaborative practice violates Colorado Rules of Professional Conduct.6

Under Model Rule 1.2, a lawyer may limit the scope of representation if it is reasonable under the circumstances and the client gives informed consent.7 The ABA notes that nothing in the Rule or its Comments suggests that limiting a representation to a collaborative effort to reach a settlement is per se unreasonable. On the contrary, they note that Comment [6] provides that A[a] limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client’s objectives.8

For a client to give informed consent, the lawyer must consider the objectives of the client, and communicate information to explain the potential benefits and risks of the process, together with reasonably available alternatives to the limited representation.9 The lawyer must insure that he or she proves adequate information about the contractual terms governing the collaborative process included in the four-way agreement, the advantages and disadvantages of the process, and any alternatives available to the client. The lawyer must make sure that the client understands the provision in the four-way agree-

(Continued on Page 3)
ABA Ethics Opinion Approves Collaborative Law Practice

(Continued from Page 2)

dent that, if the parties do not reach a settlement, the collaborative lawyer must withdraw and the client must find another attorney. The collaborative lawyer cannot represent the party in any litigation. The ABA Opinion also notes that Rule 1.4(b) requires that a lawyer explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

The Colorado Opinion viewed the collaborative practice as impermissible because they found that the four-way agreement created a non-waivable conflict of interest under Rule 1.7(a)(2).

The ABA Opinion addressed the view of the Colorado Bar Association and its Ethics Opinion that found that the practice of collaborative law violates Rule 1.7(b) of the Colorado Rules of Professional Conduct insofar as a lawyer participating in the process enters into a contractual agreement with the opposing party requiring the lawyer to withdraw in the event the process is unsuccessful. The Colorado Opinion viewed the collaborative practice as impermissible because they found that the four-way agreement created a non-waivable conflict of interest under Rule 1.7(a)(2). The ABA disagreed with that Colorado Opinion because it concluded that it turned on a faulty premise. The ABA recognized that the four-way agreement is at the heart of the collaborative practice and includes a promise that both lawyers will withdraw from representing their respective clients if the collaborative process fails and the lawyers will not continue to represent the clients in litigation. The ABA did not disagree with the proposition that this contractual obligation to withdraw creates on the part of each lawyer a responsibility to a third party within the meaning of Rule 1.7(a)(2). However, the ABA disagreed with the view that such a responsibility creates a conflict of interest under that Rule.

As analyzed in the ABA Opinion: A conflict exists between a lawyer and her own client under Rule 1.7(a)(2) if there is a significant risk that the representation [of the client] will be materially limited by the lawyer’s responsibilities to … a third person or by a personal interest of the lawyer. A self-interest conflict can be resolved if the client gives informed consent, confirmed in writing, but a lawyer may not seek the client’s informed consent unless the lawyer reasonably believes that [she] will be able to provide competent and diligent representation. As explained more fully in Comment [8] to that Rule, a conflict exists if there is a significant risk that a lawyer’s ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited by the lawyer’s other responsibilities or interests. The conflict in effect forecloses alternatives that would otherwise be available to the client.

The ABA found Rule 1.7 Comment [15] to be instructive. The Rule provides that consentability is typically determined by considering whether the interest of the clients will be adequately protected if the clients are permitted to give their informed consent to representation burdened by a conflict of interest. Thus, under Paragraph (b)(1) of Rule 1.7, representation is prohibited in the circumstances the lawyer cannot reasonably conclude that the lawyer will be able to provide competent and diligent representation.

As noted, in the ABA Opinion, responsibilities to third parties create a conflict with one’s own client only if there is a significant risk that the responsibilities will materially limit the lawyer’s representation of the client. The Opinion notes that it has been suggested that a lawyer’s agreement to withdraw is essentially an agreement by the lawyer to impair her ability to represent the client.

The ABA Committee disagreed with this opinion because they viewed participation in the collaborative process as a limited-scope representation.

The ABA Opinion found that if a client has given informed consent to be represented by an attorney in a process limited to collaborative negotiation toward settlement, the lawyer’s agreement to withdraw if the process fails is not an agreement that impairs the lawyer’s ability to represent the client, but rather is consistent with the client’s limited goals for the representation. The agreement to a limited-scope representation does not exempt the lawyer from the duties of competence and diligence, notwithstanding that the requisite competence and diligence are limited in accordance with overall scope of the representation of which the client is fully advised. Thus, they conclude that there is no basis to determine that the lawyer’s representation of the client will be materially limited by the lawyer’s obligation to withdraw if a settlement cannot be reached. Without the risk of such a material limitation, the ABA Committee found that no conflict would arise between a lawyer

(Continued on Page 8)
The Ability of a State Court to Rule on an Arbitrators’ Decision

By Thomas Salzer

In 2004, an arbitrator heard the facts in a breakup of a partnership as a result of a common law arbitration clause in the partnership creation documents. The arbitrator wrote a document framing the decision and asking for some addition details in order to deduce a quantitative award. A failure of one party to obtain partnership records, most likely due to a flood and subsequent destruction of documents, resulted in a party filing a motion with a Court of Common Pleas that brought about a series of procedural arguments about when a court may intervene in an arbitration and void an arbitration award and when a judicial action may be final with regard to appeal. For the purposes of this note, the singular question is when can a court act prior to an arbitration award being issued? The answer from the Superior Court in Fastuvca v. Molnar, 2008 Pa. Super. 99 (May 9, 2008) is that “the scope of a court’s authority to act prior to entry of an award appears limited to compelling arbitration or staying proceedings in progress. This power is limited as well inasmuch as the court is only to suspend an arbitration so it may determine the arbitrability of the claim, i.e. whether the parties in fact agreed to arbitrate.” see, AT&T Technologies v. Communication Workers, 475 U.S. 643, 648-50 (1986) reaffirming Warrior & Gulf/American Manufacturing.

... the appellate court found that the trial court was wrong in reviewing the decision of the arbitrator because the arbitrator was merely trying to obtain additional facts in his preliminary findings in order to write a quantitative award ...

Editor’s note: The Superior Court’s May 9, 2008 ruling that a court is to have authority to compel arbitration is understandable, but the overall question of arbitrability is multifaceted and may depend on a number of factors, such as the public policy of what to cede from a governmental function to a private process [see, Cone Memorial Hospital v. Mercury Construction Co., 460 U.S. 1 (1983)], or is the agreement to arbitrate a valid agreement as a matter of the common law of contracts [see, Rodriguez v. Shearson/ American Express, 490 U.S. 477 (1989)], or what is the specific wording of a governing statute [see, McDonald v. City of West Branch, 466 U.S. 284 (1984)]. Even then, the author of an Ohio State Journal article on Dispute Resolution cited Dean Whitter Reynolds, Inc. v. McCoy, 995 F.2d 649 (6th Cir. 1993) as furthering the proposition that the Federal Arbitration Act would favor a court deciding arbitrability issues while the author also noted Johnson Construction v. Board of Education, 614 N.E. 2d 208 (lll. App. Ct. 1993) as supporting the conclusion that the arbitrator should decide arbitrability issues under the Uniform Arbitration Act.

The only truism is that the subject of arbitratability is more convoluted than any one court’s decision is likely to encompass.
Mediation has become an accepted and, in many instances, the preferred method for both plaintiffs and defendants to resolve medical professional liability claims. Although not every claim is suited to mediation, and many claims can be settled by direct negotiations between the parties, complex issues of medicine and valuation and other issues lend themselves to resolution through the mediation process. The University of Pittsburgh Medical Center (UPMC) uses an enterprise risk management approach to reduce uncertainty and process variability, promote patient safety, and preserve assets. Mediation recognizes actionable risk opportunities and thus has proven to be a valuable enterprise risk management strategy in achieving these goals.

**The UPMC Approach**

UPMC has implemented a mediation program that has seen the successful resolution of almost 90 percent of its mediated cases. From October 2004 through January 2008, UPMC mediated 117 cases and settled 101 of them either at the mediation session or shortly thereafter. Of the 16 that did not settle, two resulted in defense verdicts and one settled on the first day of trial for costs. Three others were settled on the courthouse steps as trial was about to begin. The remaining 10 cases are still pending. Several of the successful mediations involved pre-litigation claims.

**Analysis**

In February 2005, after the first few months of the mediation program, the expenses incurred in mediated cases were compared against those in cases that were tried to plaintiffs’ verdicts or were settled in the same dollar range as the mediated cases. Mediation expenses averaged approximately $75,000 less per case than the expenses in cases tried or settled. When this same analysis was done in February 2006, the savings averaged about $65,000 less per mediated case. This slight decrease is attributable to increased efficiency in overseeing litigated cases.

Another analysis compared the timing of the mediation process in two sets of mediated cases. The first set consisted of cases that were reported prior to the initiation of the UPMC mediation program but were resolved at mediation. The second set consisted of cases that were reported after initiation of the UPMC mediation program and were settled at mediation. The average length of time between opening and closing the files in the first set was 1,126 days and the defense costs averaged slightly in excess of $69,000. Those same averages in the second set of cases were 276 days and just under $23,000.

**Mandatory Mediation Language**

UPMC has recently added language to patient documents to mandate that any claimant must first mediate before filing a lawsuit.

**UPMC has implemented a mediation program that has seen the successful resolution of almost 90 percent of its mediated cases.**

(Continued on Page 6)
Methods of Mediation

Despite mediations recent surge in popularity; the difference between mediation and arbitration, two very different methods of alternative dispute resolution, is not always well understood. The key difference is that in arbitration, an arbitrator decides the case for the parties. However, in mediation, a mediator only attempts to assist the parties in reaching a mutually acceptable agreement to dispose of the case. It is this difference that is the basis for the parties’ greater satisfaction with the results of mediation: each party has more control over the outcome.

There are different ways to conduct mediation. Like Philadelphia’s Drexel University College of Medicine program, some programs use two mediators — one a plaintiffs medical professional liability attorney and the other a medical professional liability defense attorney. UPMC uses one mediator, selected from a pool of retired judges, defense counsel, and plaintiff counsel.

The skill of the mediator is a critical component of any successful mediation. A mediator must command the respect of the parties. The UPMC experience has shown that a mediator does that by meticulously reviewing the submissions from each side and by demonstrating a thorough knowledge and understanding of the issues of the case through his or her opening statement and in discussions with the parties.

In cases involving MCARE’s coverage, the MCARE representative must be included in the decision to mediate, the strategy discussions, and the preparation for and actual participation in the mediation session.

Likewise, in cases that involve or may involve excess coverage, UPMC consults with a representative from the excess carrier, and a decision is made as to whether he or she will attend in person or be available by phone. If commercial insurers are involved, it is imperative that someone with settlement authority attend on behalf of the insurer.

Successful Mediation Techniques

Most UPMC mediation sessions begin with the mediator and all parties present in the same room. Everyone is asked to sign the Agreement to Mediate at this time. This agreement contains a confidentiality clause to reinforce the confidentiality protection afforded to the mediation session and its participants. The mediator initially may meet only “with the plaintiff and his or her counsel to permit the plaintiff time to become familiar with and to ease any anxiety about the process. Once all parties are together, and after introductions, the mediator explains the process and comments on the specific case. Counsel for the plaintiff is then invited to make a brief statement. UPMC experience has shown that the most successful mediations are those where counsel avoids emotional arguments designed to appeal to a jury but that only serve to polarize the parties in mediation. Rather, a brief overview of the facts with an emphasis on a few highlights of liability, damages, or both is optimal. In fact, some experienced plaintiffs’ attorneys skip the opening statement altogether. The plaintiff is then given the opportunity to speak. This is the most important part of the session. What the plaintiff says and how he or she says it can provide necessary insight to the mediator and the defendants. The plaintiff’s narrative can help the mediator focus on the issues of importance to the plaintiff and it can guide defendants to fashion an acceptable settlement proposal. Alternatively, rather than starting with the plaintiff, a mediator may have the defendant’s representatives speak first, especially in cases where liability is admitted or the liability issue weighs heavily against the defendant. A sincere apology and an assurance that the defendant has done something to minimize or to prevent a recurrence can defuse anger and move the session toward an acceptable resolution. Regardless of which party speaks first, defendants need to empathize with the plaintiff’s situation.

Even if a plaintiff’s injury is not the result of a medical error, and even if liability is hotly contested, it is still appropriate to express sympathy for the difficulties a plaintiff has encountered. This summary should also acknowledge that private caucus meetings are an often used tool. UPMC’s record of accomplishment demonstrates that mediation is a proven enterprise risk management approach to resolving medical professional liability claims effectively and efficiently.

Richard Kidwell, Esq., is an associate counsel/director of Risk Management at UPMC. Robert Voinchet, Esq., serves as president and counsel, captive insurance program at UPMC with assistance from Ellen Barton of ERM Strategies, LLC.

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The editors of the ADR newsletter did not change the authors’ language other than to shorten the original article for presentation in this newsletter.
The new leadership for the ADR Committee for the 2008-09 bar year is Sally Cimini as chair and Steve Yusem, vice chair. Sincere thanks were extended to outgoing co-chairs Ann Begler and Herb Nurick for all their hard work for the committee for the past several years.

Sally Cimini reported that she and Steve have been working to appoint subcommittee chairs. Sally is currently seeking active volunteers to serve on the various subcommittees. Interested members are asked to contact Louann Bell at PBA headquarters or the chair or vice chair.

The newly established Legislative Subcommittee met by conference call on July 23. An amendment to the rules of professional conduct was discussed. The amendment would suggest that lawyers advise their clients of the ADR options. It was noted that there is not a lot of interest among the subcommittee in SB1330, a bill sponsored by Sen. Greenleaf. Ann Begler will be in touch with Steve Loux regarding this bill.

The Communications Subcommittee will take a look at the old ADR/LDRP brochure and determine what updating needs to be done. Louann Bell will send a copy of the old brochure to the subcommittee chairs and the ADR Executive Committee. The subcommittee also hopes to pursue the integration of ADR with other PBA committees and sections. ADR Committee members were asked to let Louann Bell know what other committees and sections they are a part of. This information will be used by Cheryl Cutrona and the Communication Subcommittee.

The distribution of the ADR survey was again discussed. It was reported that to date, 40 responses were received to the E-News alert sent out in early July. It has appeared in the E-News twice so far. After some discussion it was decided to talk to Barry Simpson and Fran O’Rourke to see if an exclusive E-News announcement could be sent out to PBA members since it appears that the general E-News alert is not getting enough attention.

It was reported that the next meeting of the SR160 Group is scheduled for Oct. 17, 2008. Their subcommittees are meeting and will report at the October meeting. More information on the activity of that group will be available at the Oct. 29 Committee/Section Day meeting.

The Lawyer Dispute Resolution Program/LDRP Subcommittee is chaired by Ann Begler. Ann will be overseeing and reporting on the strengths and weaknesses of the LDRP. Anyone who has thoughts in regards to this program should forward them to Ann.

Fred Hatt conducted a survey of the county court programs on behalf of the Court-Annexed Mediation Program Subcommittee and turned that information over to the 160 program. A discussion on what else to do with this information occurred and it was noted that Ann Begler has all the hard copy responses from the survey. Sally would like to see the information updated. Anyone with updated information is requested to forward it to Mary Kate Coleman. It was suggested that the survey be resent to the entire ADR Committee.

The Diversity Subcommittee is now chaired by Ross Schmucki. Cassandra Georges, a member of both the ADR Committee and the Minority Bar Committee, has agreed to serve as the vice chair. Ross and Cassandra have met and are identifying other organizations such as the ABA Access ADR and MOCA (Mediators of Color Alliance) who can help our committee to focus on diversity in ADR. They also plan to work closely with the PBA Minority Bar Committee.

Lou Coffey is the current chair of the Credentialing Subcommittee. He has compiled a membership list will be forwarded to Louann Bell at PBA. He is working closely with Ann Begler on what is going on in this regard with 160 and he would like to coordinate with the 160 efforts. Lou is currently in limbo until an understanding of how the coordination can take place. It was noted that credentialing should move beyond mediators and should include arbitrators. Some arbitrators already have their own certification and credentialing. It was also noted that some mediators are not lawyers and that may be why the focus has been on mediators rather than arbitrators.

Members were encouraged to forward news articles and newsworthy items to Tom Salzer, the editor of the ADR Newsletter.

Jim Rosenstein and Mike McDowell are the current chair and vice chair of the Ethics Subcommittee. They are monitoring developments across the country in regards to mediator confidentiality. It was noted that the New York State Mediator Standards are now available publicly.

Laura Candris, chair of the Pro Bono Subcommittee, is working with Bob Johnston, chair of the PBA Family Law Section, in regards to pro bono in mediation in the family law arena.

Paula Hopkins, co-chair of the Collaborative Law Subcommittee, reported that the subcommittee reached out to the county bars and invited them to learn more about coll-

(Continued on Page 8)
Alternative Dispute Resolution Committee Meeting Summary:
PBA Committee/Section Day, July 24, 2008,
Omni William Penn Hotel, Pittsburgh

(Continued from Page 6)
laborative law. The offer was made to
do presentations at their local meet-
ings. Responses are from the county bars are being funneled through
Louann Bell at PBA headquarters to the
members of the subcommittee.

Louann Bell reported that there are
two open cases in the Lawyer
Dispute Resolution Program from
2007. The program is currently work-
ing under the new rules, but there is
still a need to get new mediators and
arbitrators. There is money for train-
ing in the 2008 budget for any train-
ing that takes place by Dec. 31, 2008.

Discussion ensued as to the liai-
sion members and their roles. A goal is
to target PBA committees and sections
and look for overlapping members
and try to get them on-board as active
ADR Committee members. It was
also suggested that the committee
possibly look outside the PBA at large
organizations that often provide
opposition to ADR such as PATLA,
the Defense Research Institute and the
Philadelphia Trial Lawyers.

The members were advised that
the 2009 budget requests would be due
early in September. The subcommittee
chairs were requested to have their
budget needs to Louann by Aug. 15.

Members were asked to give ideas for the 2009 ADR Institute to the chair as soon as possible. It will be
held in Philadelphia in February and
in Pittsburgh in March. The members
of the Institute Planning Subcom-
mittee are Sandy Cimini, Steve Yusem,
Ann Begler and Herb Nurick.

The Committee/Section Day
meetings for the coming bar year are
will be held at the Radisson
Convention Center and Hotel in
Camp Hill. The 2009 PBA Annual
Meeting will be held in Pittsburgh on
June 2, 2009.

ABA Ethics Opinion Approves Collaborative Law Practice

(Continued from Page 3)

and client under Rule 1.7(a)(2). The
ABA concluded that there would be
no foreclosing of alternatives, i.e.,
consideration and pursuit of litiga-
tion, otherwise available to the client
because the client had limited the
scope of the lawyer’s representation
to a collaborative negotiation of the
settlement.20

1 ABA Formal Ethics Opinion 07-
477, 8 2007 by the American Bar
Association. Reprinted with permi-
sion. Copies of ABA Model of Rules
of Professional Conduct, 2006 Edition
are available from Service Center,
American Bar Association, 321 North
Clark Street, Chicago, IL 60610, 1-
800-285-2221.
2 ABA Comm. on Ethics and
Professional Responsibility, supra;
see also supra text accompanying
Note 1.
3 ABA Comm. on Ethics and
Professional Responsibility,
supra; see also supra text accom-
panying Note 7 listing references
to opinions issued by Colorado,
Kentucky, New Jersey, North
Carolina and Pennsylvania, and
also identifying California, North
Carolina, and Texas among states
with special rules for
Collaborative Law Practice. For
the Pennsylvania Opinion see
Pennsylvania Bar Ass’n Comm.
on Legal Eth. & Prof. Resp. Inf.
Op. 2004-24 (May 11, 2004), avail-
able at
www.collaborativelaw.us/arti-
cles/Ethics_Opinion_Penn_CL_2
004.pdf.
4 ABA Comm. on Ethics and
Professional Responsibility, supra.
5 ABA Comm. on Ethics and
Professional Responsibility, supra.
6 ABA Comm. on Ethics and
Professional Responsibility,
supra.; Colorado Bar Ass’n. Eth.
7 ABA Comm. on Ethics and
Professional Responsibility, supra.
8 ABA Comm. on Ethics and
Professional Responsibility, supra.
9 ABA Comm. on Ethics and
Professional Responsibility,
Formal Opinion 07-447 (2007);
see also supra text accompanying
Note 9.
10 ABA Comm. on Ethics and
Professional Responsibility, supra.
11 ABA Comm. on Ethics and
Professional Responsibility, supra; see also supra text accompanying
note 9.
12 Colorado Bar Ass’n. Eth. Op. 115
(Feb. 24, 2007).
13 ABA Comm. on Ethics and
Professional Responsibility, supra.
14 ABA Comm. on Ethics and
Professional Responsibility, supra.
15 ABA Comm. on Ethics and
Professional Responsibility, supra;
Model Rules of Professional
Conduct Rules 1.7(b)(1) and
1.7(b)(4)(2007).
16 ABA Comm. on Ethics and
Professional Responsibility, supra;
Model Rules of Professional
Conduct Rule 1.7 Comment [15].
17 ABA Comm. on Ethics and
Professional Responsibility, supra,
citing Colorado Bar Ass’n. Eth.
18 ABA Comm. on Ethics and
Professional Responsibility, supra;
see also text accompanying Note
15.
19 ABA Comm. on Ethics and
Professional Responsibility, supra.
ABA Comm. on Ethics and
Professional Responsibility, supra;
see also supra text accompanying
Note 16.

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Pottsville.
Help With Using Your PBA Listserv

To subscribe, login on the PBA Web site with your PBA member username and password, select the “Committees /Sections” tab, then the “Committees” tab, then the “Alternative Dispute Resolution Committee” tab, then the “Listserv Sign-Up” tab. The subscription form can also be accessed directly at www.pabar.org/public/listserv-form.asp.

Once subscribed to the listserv, you will get the following confirmation message:

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To send a message to members of the listserv, address your e-mail to adr@list.pabar.org.

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Upcoming PBA Events

Check the PBA Events Calendar at www.pabar.org for more information, or call the PBA at (800) 932-0311.

Oct. 2, 2008
PBA Minority Bar Committee
3rd Annual Diversity Summit
CLE Conference Center, Philadelphia

Oct. 29, 2008
PBA Committee/Section Day
Radisson Penn Harris, Camp Hill

Nov. 7 & 8, 2008
PBA Women in the Profession Fall Retreat
Hotel Hershey, Hershey