

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SHASTA

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

In compliance with California Rules of Court, Rules 3.800, 10.781-10.783, litigants are offered the following described processes designed to provide an alternative to the use of the judicial system.

The plaintiff must serve a copy of this information package and the attached stipulation at the time of serving the complaint. Any party joining any new parties must serve a copy of this information package and the attached stipulation at the time of serving a pleading upon any new parties.

The six processes offered to the parties are:

1. Private Mediation
2. Judicial Mediation
3. Private Arbitration
4. Judicial Arbitration
5. Referee
6. Expedited Civil Trial.

ADVANTAGES AND DISADVANTAGES OF ADR:

Advantages: ADR can have a number of advantages over a lawsuit. ADR can be speedier. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years. ADR can save money. Court costs, attorneys fees, and expert fees can be saved. ADR can permit more participation. The parties may have more chances to tell their side of the story than in court and may have more control over the outcome. ADR can be flexible. The parties can choose the ADR process that is best for them. For example, in mediation, the parties may decide how to resolve their dispute. ADR can be cooperative. This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other. ADR can reduce stress. There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years. ADR can be more satisfying. For all the above reasons, many people have reported a high degree of satisfaction with ADR. Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR: ADR may not be suitable for every dispute. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit. Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

MEDIATION - Private and Judicial: The goal of mediation is to reach an agreement, resolving all or part of the dispute by fully exploring issues. Parties participate actively in the process to arrive at any agreement. The mediator generally does not give an overall evaluation of the case. Parties are assisted to come to a mutually satisfactory agreement.

A mediation is appropriate for most civil cases, i.e., cases involving ongoing business or personal relationships; multi-party cases, cases where equitable relief is sought, cases where the parties would benefit from the assistance and the counseling of a qualified neutral, and/or cases where lack of communication appears to be a barrier to resolving the case.

Mediation can be either Private or Judicial.

If the parties select Private Mediation, the parties must arrange for the selection, timetable and compensation of the mediator and attach the agreement to the stipulation.

If the parties select Judicial Mediation, an early conference date will be selected by the court. The parties will not be charged for this service.

ARBITRATION – Private and Judicial: The goal of arbitration is to provide parties with an adjudication that is faster, less formal and less expensive than trial. An arbitrator hears testimony from witnesses under oath, reviews documentary evidence, and renders either a non-binding award or a binding award.

Arbitration is appropriate for most civil cases in which parties are represented by counsel and cases with any of the following characteristics: (1) only monetary relief is sought; (2) personal injury, property damage or breach of contract is involved.

Arbitration can be either Private or Judicial.

If the parties select Private Arbitration, the parties must arrange for the selection, timetable and compensation of the arbitrator and attach the agreement to the stipulation. Private Arbitration is binding subject to limited judicial review.

If the parties select Judicial Arbitration, an early hearing date will be selected. The parties will not be charged for the service. Judicial Arbitration is non-binding and if either party rejects the award, the case will continue in the system.

REFEREE: Section 638(1) of the Code of Civil Procedure. The goal of this procedure is to provide the parties with a prompt hearing conducted at the convenience of the parties while preserving their appeal rights within the judicial system. The referee hears testimony from witnesses under oath, reviews documentary evidence, and renders a binding ruling that may be appealed in the same manner as any other court decision. A referee is appropriate for non-jury civil cases in which parties are represented by counsel and wish to select the judge who will hear the case. The parties must agree on the payment of the costs associated with the use of this procedure and must select the referee. Their agreement must be attached to the stipulation.

EXPEDITED CIVIL TRIAL PROGRAM: The goal of the expedited civil trial program is to provide a complete jury trial at the convenience of the parties. The court and jury hear testimony from witnesses under oath, review documentary evidence, and render a binding verdict that may be appealed in the same manner as any other court decision. This process is appropriate for civil cases involving the use of many experts and which will take a significant amount of time to litigate and in which parties are represented by counsel. The parties must agree on the payment of the costs associated with the use of this procedure and must select the judge. Their agreement must be attached to the stipulation.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SHASTA**

Plaintiff(s),

Case No. \_\_\_\_\_

vs.

**STIPULATION – ALTERNATIVE DISPUTE  
RESOLUTION**

Defendant(s).  
\_\_\_\_\_

The parties and their attorneys stipulate that all claims in this action shall be submitted to one of the following alternative dispute processes: (Select One Process)

1.  Private Mediation. The parties agree on all the terms and conditions of private mediation. Their agreement is attached to this stipulation.
2.  Judicial Mediation. The court will set the time and place for judicial mediation. No fee will be charged to the parties.
3.  Private Arbitration. The parties agree on all the terms and conditions of binding arbitration. Their agreement is attached to this stipulation.
4.  Judicial Arbitration. The court will make orders implementing non-binding arbitration. No fee will be charged to the parties.
5.  Reference to a General Referee (CCP §638). The parties agree to the person selected and to the terms and conditions of the reference and the payment of fees. Their agreement is attached to this stipulation.
6.  Expedited Trial Program. The parties agree to the person selected to be judge and to the payment of costs. Their agreement is attached to this stipulation.
7.  Other: (Please specify). \_\_\_\_\_  
\_\_\_\_\_

IT IS ALSO STIPULATED that (specify, e.g., deadline for completion of ADR process, suspension or limitation of discovery, etc.) \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff \_\_\_\_\_

Name of Defendant \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Plaintiff's Attorney \_\_\_\_\_

Defendant's Attorney \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**IT IS SO ORDERED.**

**IT IS ALSO ORDERED** that: \_\_\_\_\_  
\_\_\_\_\_

**THE COURT RESERVES JURISDICTION TO AMEND, INTERPRET OR SUPPLEMENT THIS ORDER.**

Date: \_\_\_\_\_ Judge \_\_\_\_\_