

OUTLINE
ALTERNATIVE DISPUTE RESOLUTION ETHICS
DANIEL YAMSHON
WWW.ADRServicesInternational.COM

INTRODUCTION: Written materials to accompany this podcast will be available at the Presenter's URL: WWW.ADRServicesInternational.com. The materials include the ABA Model Rules of Professional conduct for Attorneys and Model Standards for Arbitrators. The American Arbitration Association/ Association for Conflict Resolution/ ABA Standards of Professional Conduct for Mediators are included along with the Uniform Mediation Act, the Uniform Arbitration Act and the Federal Arbitration Act. Selected arbitration rules are excerpted from the rules of the American Arbitration Association (AAA), Judicial Arbitration and Mediation Services (JAMS) and the National Arbitration Forum. The presentation is organized into two parts, ethical consideration for advocates in ADR and ethical consideration for neutrals in ADR processes.

PART ONE

ADVOCATE'S ETHICS

I Competency: ABA Rule 1.1

- A. Competency is more than knowledge of substantive law & mastery of the facts of a case;
- B. Be aware of major differences between private sector and public sector ADR.
 - 1. State arbitration, settlement conference and mediation rules in court annexed programs generally differ from those of private sector providers.
 - 2. Some state statutory ADR provisions differ considerably from the uniform acts.
 - 3. Procedures in court annexed programs in a given state are often different than procedures that state provides for private sector arbitration.
 - 4. State statutes and the uniform act will often differ from the Federal Arbitration Act, which applies when interstate commerce is involved.
 - a. Even though a contract with an ADR clause may be made and performed completely inside a single state, interstate commerce may be involved.
 - b. Certain categories of contracts may *de facto* involve interstate commerce.
- C. Competency in drafting the ADR clause or agreement.
 - 1. Understand the goals of your ADR clause.
 - a. The goals may be more than to make sure the case stays out of

court.

b. Consider jurisdictional issues.

i. Do you want to limit the arbitrators' powers or jurisdiction?

ii. Do you want to name the law of a particular state or deprive state courts of jurisdiction completely?

2. Private sector ADR takes place by agreement

a. Usually a contract clause

b. Can be a written agreement entered at any time.

II Client-Lawyer Relationship

ABA Rule 1.12 Former Judge, Arbitrator, Mediator Or Other Third-Party Neutral

A. Most lawyer arbitrators and mediators maintain private practices.

B. A lawyer shall not represent any party in a matter in which they participated as a neutral without the full informed consent of all parties.

C. A lawyer shall not negotiate for employment with any party in a case pending before that lawyer when he or she is a neutral in the case.

D. These considerations reach the firm in which the lawyer is employed.

III. ABA Rule 3.2 Expediting Litigation: A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client. One of the reasons parties negotiate ADR clauses in the first place is due to the time and money saving aspects. Counsel should not thwart this goal.

IV. ABA Rule 3.3 Candor Toward The Tribunal

Without going into the long list of do's and don't's, basically, don't lie, cheat, fake the law or facts, don't hide important matters or adverse authority. Many times the neutrals will figure things out anyway, so it is far better to nip a potential problem in the bud rather than having a neutral react if you provide the impression you are untrustworthy.

V. ABA Rule 4.1 Truthfulness In Statements To Others: In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

This issue is particularly important when representing clients in mediation as:

A. Is there a distinction between "puffery" and lying?

B. Is a bluff unethical?

C. Generally, honest negotiations will get you farther.

1. Parties are more willing to take risks when they trust the other parties.

2. People will be more open and provide more information when they trust you.

3. Your reputation is on the table with each negotiation. You will do

far better in the legal profession with a reputation for honesty and integrity.

PART TWO

NEUTRALS' ETHICS

I. Duty to disclose.

A. A neutral has the duty to disclose any known or potential conflicts of interest.

1. The duty continues throughout the pendency of the proceeding.

2. The duty to disclose includes potential conflicts with the neutral's firm or immediate family.

3. Facts which could give rise even to a perception of conflict or bias should be disclosed.

4. American Arbitration Association Commercial Arbitration Rule R-16 a) Any person appointed or to be appointed as an arbitrator shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

5. See also AAA mediation rule M-5.

II. There should be no *ex parte* communications with an arbitrator.

A. While *ex parte* communications are part and parcel of mediation, they are unethical in arbitration.

B. Stipulations can be reached for counsel to serve briefs or moving papers directly on the arbitrator. Not a good idea if a party is *in pro per*.

III. A neutral must be fair and neutral.

A. **ABA Code of Ethics for Arbitrators in Commercial Disputes, Cannon 1.**

B. **American Arbitration Association/American Bar Association/Association for Conflict Resolution Model Standards of Conduct for Mediators, Standard VI.**

IV. A neutral should maintain confidentiality in whatever process used.

A. **Some arbitration rules provide for confidentiality. National Arbitration Forum General Arbitration Rule No. Four: RULE 4. Confidentiality.** Arbitration proceedings are confidential unless all Parties agree or the law requires arbitration information to be made public. Arbitration Orders and Awards are not confidential and may be disclosed by a Party. The Arbitrator and Forum may disclose case filings, case dispositions, and other case information filed with the Forum as required by a Court Order or the applicable law.

- B. Most parties in private sector arbitration reasonably expect matters to be confidential with the exception of enforcing the award, if necessary.
- C. **Mediation is confidential; no communication or documents used or made in the course of mediation is admissible in subsequent proceedings.**
 - 1. See American Arbitration Association Rule M- 10
 - 2. AAA/ABA/ACR Model Standards of Conduct Standard V
 - 3. Uniform Mediation Act Section 4.
- D. **Distinction between UMA and others re: mediation confidentiality.**
 - 1. **Mediation confidentiality is derived from Common Law rule that settlement discussions are inadmissible.**
 - a. Implication is that evidence of settlement is incompetent.
 - b. The mediator therefore, would be an incompetent witness, as would any one else called to testify about what happened at the mediation.
 - 2. **The UMA creates mediation confidentiality as a privilege.**
 - a. Privilege is held by the parties *and* the mediator.
 - b. A privilege, however, can be waived.
- E. **Confidentiality has narrow exceptions for:**
 - 1. **The enforcement of a mediated agreement.**
 - 2. **Enforcing an arbitration award.**

V. Self Determination.

- 1. **Drafters of arbitration clauses have broad freedom to develop procedures, rules for that case or limitations on arbitrator jurisdiction.**
- 2. **Parties to a mediation control the process and its outcomes. No one can be forced into an agreement; the neutral shall not make decisions for the parties.**
 - 1. AAA/ABA/ACR Model Standards of Conduct Standard I
 - 2. AAA Mediation Rule M- 7

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B. Most parties in private sector arbitration reasonably expect matters to be confidential with the exception of enforcing the award, if necessary.

C. Mediation is confidential; no communication or documents used or made in the course of mediation is admissible in subsequent proceedings.

1. See American Arbitration Association Rule M- 10

2. AAA/ABA/ACR Model Standards of Conduct Standard V

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 1. AAA/ABA/ACR Model Standards of Conduct Standard I
 2. AAA Mediation Rule M-7

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EDUCATION

B.A. San Francisco State College, 1970
 J.D. King Hall, University of California, Davis, 1974
 Hastings College of The Law (University of California, San Francisco), College of Trial Advocacy, 1977

LEGAL

Karlton, Blease and Vanderlaan, 1974-1975
 Private Practice 1975-Present
 California State Bar Association No. 63254

ALTERNATIVE DISPUTE RESOLUTION

Certified Mediator, by National Center Associates, Washington, 1987

Serves on or has been appointed to the following Alternative Dispute Resolution Panels:

Roster Of Eminent and Qualified Experts (conflict prevention and post-conflict peace-building), United Nations Department of Political Affairs
American Arbitration Association National Panel of Arbitrators
(Commercial and Construction Panels)
American Arbitration Association National Panel of Mediators (Commercial and Construction Panels)
Arbitrator, National Association of Securities Dealers
Mediator, Internal Revenue Service, Defense Department Office of Hearings and Appeals
Arbitrator, Pacific Stock Exchange
Arbitrator, American Stock Exchange
Arbitrator, National Futures Association
Arbitrator, Sacramento County Superior Court
Arbitrator, Yolo County Superior Court
Arbitrator, El Dorado County Superior Court
Arbitrator, Placer County Superior Court
Arbitrator, Nevada County Superior Court
Mediator, Alameda County Superior Court
Arbitrator and Mediator, Western Center for Alternative Dispute Resolution (1988-1992)
Facilitator in “Partnering” and other dispute avoidance and conflict prevention Systems
Neutral, Federal Deposit Insurance Corporation
Neutral, Resolution Trust Corporation
Conciliator, California Department of Agriculture/AAA for grower organization
Collective bargaining disputes with processors.

JUDICIAL

Administrative Law Judge pro tem, State of California, Department of General Services

Judge pro tem Superior Court, State of California, County of Sacramento

Appellate Mediator-Arbitrator, Alternative Dispute Resolution Process:
Remediation Plan in Federal Class Action: *In Re The Prudential Insurance Company of America Sales Practices Litigation*, No. 95-4704 (D.N.J.).

ADR COMMITTEES & WORK GROUPS

Bench- Bar Committee on ADR (Sacramento County, a working committee to Integrate ADR procedures into the Court system)

California State Bar ADR Leader's Roundtable

Founding Chair, Sacramento County Bar Association ADR Committee (1990-1992)

Co-Chair Sacramento County Bar Association ADR Section (2002-2003)

Chair, California Mediation Week, 1993, Co-Chair, 1999 (Sacramento)

American Arbitration Association Advisory Committee, Sacramento

Conflict Resolution Resource & Research Institute (CRI), Washington: Development of training materials for international ADR programs training.

Associated General Contractors of California Legal Advisory committee.

PROFESSORSHIPS AND SYMPOSIA

Professor of Law, (ADR), Lincoln University the Law School, San Jose, California (1991-1996)

Visiting Professor of Law, California State University, Sacramento (1981-1982)

California State Bar Association Alternative Dispute Resolution Continuing Legal Education curriculum development. (Development of standardized curriculum for education California Lawyers in ADR, including trainer's training. Section Chair, ADR procedures) (1992)

Panelist, ADR, United States District Court, Eastern District of California Annual Meeting, (1990)

Chair, California Mediation Week, (1991) Sacramento

Panelist, California Mediation Week, 1992, "Commercial Mediation"

Presenter, “ADR” La RAza Lawyer’s Association, (1992)

California State Bar Association “Community Law School”, (Developer of Prototype ADR Curriculum in Real Property and Construction ADR for public Education)

Panelist: California Mediation Week, (1993) “Peace Makers”

Panelist, “The ABC’s of Insurance Mediation” American Arbitration Association, Mediation and Arbitration Day, 1993

Panelist, “Court Mandated ADR” National Conference on Peace Making and Conflict Resolution, Portland, Oregon (1993).

Panelist. “Partnering: A Dispute Prevention System” A special presentation by the American Arbitration Association, Dispute Resolution Services of Placer Co. & Solution Strategies, 1993

Presenter: “Alternative Dispute Resolution Versus Adverse Actions” Annual Training Conference of Personnel Management Association of Aztlan, conference theme: “Latinos Preparing for the Twenty First Century.” 1994

ADR & TQM: Presentation, annual convention of Sacramento Area Council for Total Quality, 1994

Presenter: “The Partnering Concept” Construction Financial Management Association, July 28, 1994

Presenter: “Mediation Ethics” California State Bar Association, ADR Leader’s Roundtable, 1994

Presenter: “Everything You Wanted to Know About Alternative Dispute Resolution, a User’s Guide” Sacramento County Bar Association, 1995

Presenter: American Bar Association Forum on the Construction Industry 11th Annual Meeting, 1995, “Partnering the Design- Build Project.”

“Peacemaking,” address presented to symposium celebrating the 50th anniversary of the United Nations, San Francisco State University, 1995

Presenter: “Construction Industry Partnering”, symposium on community

decision making and collaborative processes, Placer County, 1996.

Presenter: “Why This One Worked”, an analysis of the St. Petersburg, Russia Conflict Resolution Center as the only viable program in Russia at the time. Society of Professionals in Dispute Resolution Annual Meeting, 1996.

Presenter: “Skills building and conflict management models”, panel: Conflict resolution in Africa, Center for African Peace and Conflict Resolution, sixth annual Conference on the African Diaspora. Conference theme: African and African American organizations in the US: An agenda for political- economic empowerment in the 21st century, 1997.

Presenter: “International Mediation” Society of Professionals in Dispute Resolution International section, 1998.

“Ethical Situations in Cross-Cultural Negotiating” 50th annual Conference, California Parks and Recreation Society/National Recreation and Park Association, 1998.

Presenter: “Mediation in Other Countries” Annual Conference of the American Society of Professional Mediators, 1998

Panelist: “Experience in West Africa, Lessons Learned” Eighth Annual International Conference, Center for African Peace and Conflict Resolution, 1999

Panelist & seminar chair, “How to build a full time practice as a neutral” Sacramento County Bar Assn ADR Section, 2003

Created and presented two CD audio continuing legal education programs, “How to Represent your Client in ADR” and “The Federal Arbitration Act,” Spring 2006, Ulrich, Nash, & Gump.

Presenter “A Special World Bank ADR Project: Compilation of Case Studies Database and Lessons on Alternative Dispute Resolution Mechanisms in Post-Conflict Contexts” Sixteenth Annual International Conference, Center for African Peace and Conflict Resolution, 2007 with Profs. Ernest Uwazie and Patrick Cannon.

Presenter: “Lessons From the Third World: What Civil Wars and Ethnic Conflicts Have in Common with Your Mediation (It’s simpler than you think)” Sacramento County Bar Assn ADR Section, October 2007

Domestic Trainings

Settlement Conference Neutrals' Training, (Training of court appointed attorney neutrals holding pre-trial judicial settlement conferences.) Yolo County Courts, 2007.

The following trainings were a thirty-eight to forty hour certification course interest based negotiation and mediation. Most were MCLE certified.

Western Center for ADR, Sacramento, California, 1990

Dispute Resolution Services of Placer County, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999

Nevada County Mediation Services, 1993, 1994, 1995, 1996, 1997

Solano County Mediation Services, 1993

State of Washington Department of Ecology, 1994 (Negotiation)

Advanced Mediation Training, Placer Dispute Resolution Services, 1995

American Lung Association/College of Thoracic Surgeons, 1997 (Negotiation)

Lincoln University, The Law School, San Jose, CA, 1991, 1992, 1993, 1994, 1995, 1996

Summer Institute in Conflict Resolution, California State University, Sacramento, (Sacramento County Bar Association ADR Section & Center for African Peace & Conflict Resolution) 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007

FOREIGN TRAININGS

Conflict Resolution Institute, Washington, Russian/American Program on Conflictology: Program development and training of Russian ministry memver. Lawyers, judges, etc. 1992, 1994

College of Judicial & Social Sciences, Universidad Rafael Landivar, Guatemala City, Guatemala/Conflict Resolution Institute, 1994. Presentation of negotiation

training; introductory mediation training courses, and development of culturally valid curriculum.

Developed mediation training curriculum in conjunction with American Arbitration Association for the Swedish College of Barristers, (1994)

Alternative Dispute Resolution in West Africa; advisor to program, curriculum development and training. Complete ADR, arbitration through mediation, sponsored by: Center for African Peace and Conflict Resolution, United States Information Agency. Training for judges, law faculty and lawyers from Nigeria, Senegal, and Ghana, 1996.

Inter-ethnic/inter-religious conflict resolution in Nigeria, Center for African Peace and Conflict Resolution, sponsor. Development of curriculum for trainings among various ethnic and religious groups. Funded by United States Peace Institute. 1997

Conflict Resolution in West Africa. Center for African Peace and Conflict Resolution, sponsor. Funded by the United States Information Agency. Follow-up to 1996 training. Monitor, follow-up and additional training regarding the establishment of dispute resolution programs and ADR training in Ghana, Nigeria and Senegal. Provided additional curriculum and development. 1997

Kaluga Institute of Municipal Government, Kaluga, Russia. Lecture series on ADR Mediation & the Courts, sponsored by California State University, Sacramento and the Russian American Program on Conflictology. 1998.

Conflict Resolution in West Africa. Continued refinement of training curriculum, training domestic trainers, coaching developing mediation programs, and study evolution of process under local conditions in Ghana and Nigeria, with participation from Eritria, The Gambia, South Africa, Tanzania and Zimbabwe, plus training traditional rulers, Center for African Peace & Conflict Resolution, United States Information Agency, July, 1998.

Conflict Resolution in West Africa, Training of Judiciary, Bar and Law Faculty, Nigeria, November 1998 Center for African Peace and Conflict Resolution, United States Embassy, Lagos.

Introduction of Conflict Resolution in post-civil war Liberia: initial training of judges, attorneys: institution of ADR and ADR training process, Center for African Peace & Conflict Resolution, US Information Agency, 1999. (With David Kanga, Deputy Minister of Elections, Ghana, Co-facilitator.)

Human Rights Mediation in West Africa. Curriculum development, training & mentoring of Human Rights Mediators in Nigeria. Center for African Peace & Conflict Resolution, Human Rights Commission of Nigeria, United States Peaces Institute, 2002.

Court annexed ADR in Ghana, Developed and presented syllabus and curriculum to develop a court annexed settlement process for Chanaian courts. Two groups were involved. The Judiciary, from the Supreme Court and Courts of Appeal through all trial courts participated in training and workshops, and a second group, court registrars (clerks) also had training workshops. Procedures, standards and processes were developed along with evaluation criteria. Center for African Peace and Conflict Resolution, Funded by United States Department of State, January 2003.

Arbitration development in West Africa: Developed and Presented *ab initio* curriculum, workbook, proposed procedures and rules of arbitration, training members of the Ghana Association of Chartered Mediators and Arbitrators in arbitration and developing arbitration as an alternative means of resolving legal disputes. Center for African Peace and Conflict Resolution, funded by United States Department of State, April 2003.

SPECIAL PROJECTS

Evaluation & analysis of mediation efforts in Post Communist Russia, Conflict Resolution Institute, Eurasia foundation, 1997.

Facilitate international conclave to develop Canons of Ethics for African Mediators, for Center for African Peace and Conflict Resolution, 1998.

Develop Dispute Resolution Programs and procedures in Ghana in consort with local bar associations, American Chamber of Commerce, Ghana Bar Association, Public Affairs Office of U.S. Embassy (State Department), Center for African Peace and Conflict Resolution, June 2000.

Mentoring mediators, observation, analysis and reporting the first “Settlement Week” in Ghana. Eighty previously trained mediators and judges trained in mediation and settled one hundred eighty five cases in seven courts during five days. Center for African Peace and Conflict Resolution, United States Department of State. April 2003.

ADR in Kenya: Development and presentation of ADR training for attorneys

from Kenya and East African member of the Federaci n Internacional Damas Avogadas, Madrid (International Federation of Women Lawyers), including development of arbitration training program adapted to Kenyan statutes. Initial training presented 2004; follow up with additional training, mentoring and creation of "Settlement Week," July-August 2005. International Federation of Women Lawyers, Kenya, Center for African Peace and Conflict Resolution, funded by U.S. Department of State.

Preparing The Gambia for ADR Phase I: The General Assembly of The Gambia passed a comprehensive ADR act in 2005 in a country where ADR was practically non-existent. The program consisted of the creation and development of negotiation, mediation and conciliation training program as well as comprehensive arbitration training under the Alternative Dispute Resolution Act of The Gambia for lawyers, judges and government officials. August-September, 2005. Sponsored by the Honorable Steohen Brobbey, Chief Justice of the Supreme Court of The Gambia, Center for African Peace and Conflict Resolution, funded by the World Bank.

Preparing The Gambia for ADR Phase II: Creation of the "ADR Secretariat," the administrative agency charged with certification of neutrals, oversight, administration of neutrals, hearings and cases, compiling statistics, etc. Created administrative regulations, ADR process rules and operations manuals for the Secretariat. Mentor to local ADR trainers developed in Phase I in their first local training. October 2005. Under supervision and direction of the Honorable Stephen R. Brobbey, Chief Justice, Supreme Court of The Gambia, funded by the World Bank.

WORKS IN PROGRESS

Development of Early Evaluation of Settlement Conference training for Yolo County, California courts to be presented October 2007.

Development of ADR programs in Ethiopia, utilizing African ADR neutrals trained by the Center for African Peace and Conflict Resolution as trainers and mentors. Needs assessment completed in August, 2007. Sponsored by United States Department of State.

PUBLICATIONS

What is ADR? "Claims People", July 1991 (Insurance industry trade journal)

Is Out of Court Resolution Fair? "Docket", (Sacramento County Bar Association

Journal) March 1992

Author of ten-column legal series for Sacramento Valley Labor News, 1982

Distinguishing Interests, Issues, and Positions, “Claims People”, February 1992

Unloved Alternative: Why There’s No Mediation Boom on Wall Street
“Barron’s” National Business and Financial Weekly, August 17, 1992

American Style ADR is Becoming the World Standard “Claims People”,
December 1992

Alternate Dispute Resolution “Newsletter of the American Society for Training
and Development” October 1992

The Reporter, Pacific Energy Association Journal, five part series published 1993-
1994: 1) New Techniques for Improving Your Bottom Line: ADR, 2) New
Techniques: Arbitration, 3) New Techniques: Mediation, 4) New Techniques:
Partnering, 5) New Techniques: Dispute Review Boards.

Dial “M” for Mediation: The New Age of Dispute Resolution by Telephone &
Electronic Communications “Dispute Resolution Journal” American Arbitration
Association, March, 1991.

ADR’s Dispute Future, “Daily Journal” (Legal newspaper published in Los
Angeles and San Francisco) October 31, 1994.

American Mar Association Forum on the Construction Industry workbook article:
“Partnering.” June, 1995.

Partnering for the Special Owner, “The Punch List” vol. 18, No. 2, Summer 1995.

Emphasize Commonalities, Rather Than Differences, “Daily Recorder”
(Sacramento) September, 1997, reprinted San Jose Post Record, October 1, 1997.

The Double Transfer and Adaptation of the CRI Mediation Model in Post-
Communist Russia, volume 3, “Harvard Negotiation Law Review.” Spring 1998
With Ellen Yamshon, Co-Author.

Comics Media in Conflict Resolution Programs: Are They Effective Promoting
and Sustaining Peace? Volume 11, “Harvard Negotiation Law Review,” Spring
2006 p. 421.

With Ellen Yamshon, Co-Author.

PROFESSIONAL ORGANIZATIONS

California State Bar Association
Sacramento County Bar Association
 ADR Committee Founding Chair
 ADR Section Co-Chair 2002-2003
 ADR Section Education Committee Chair 2003-2005
 Mandatory Continuing Legal Education Committee Chair, 2005-
American Arbitration Association (Member, advisory committee)
The Construction Industry Dispute Avoidance and Resolution
Task Force
Associated General Contractors of California (associate member & Legal
Advisory Committee)
American Bar Association (ADR section & Construction Industry forum)
Former member of The California Applicants' Attorney Association
Former member of California Attorney's for Criminal Justice

REPRESENTATIVE ISSUES HANDLED AS A NEUTRAL:

Interpretation of construction plans and specification and resolving ambiguities or contradictions between them, interpretation of contracts, quality of workmanship, contract compliance, disclosure issues, hydrology (including surface run off, drainage and subsurface water), sewage and septic, code compliance, (construction cases have ranged in size from residential through public utility power plant), boundary disputes and easements; banking and finance, discount rates, disclosure, appropriate investments, contract disputes; international securities transactions including relationships and procedures between traders and American investment houses, European banks and European stock exchanges; employer/employee disputes and inter-employee disputes; public policy, land use planning and public resource allocation; buy-sell agreements; partnerships dissolution, licensing franchise issues.

COMMUNITY

Former Negotiation Team and Executive Board, American Federation of Teachers Local 1928 (AFL-CIO)
Former Board of Directors, California Multi-Cultural Park Foundation
Former Chair, Natomas Community Planning Advisory Council (County land-use Planning Board, appointed by the Board of Supervisors)
Former Board of Directors, Midtown Business Association (1992)

Lieutenant Governor's Get Out the Vote Committee (1986-1992)

AWARDS

California Mediation Week: "Peace Maker of the Year" , 1994
Africa Peace Award, 2001

LANGUAGES

English, Native Speaker
Spanish, Basic
Portuguese, (Brazilian) basic