



*“...to support and promote professional and qualified attorney-mediators who are committed to the proposition that the existing dispute resolution system can fulfill its intended purpose through the use of mediation.”*

## **2008–2009 AAM BOARD OF DIRECTORS**

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## **ASSOCIATION OF ATTORNEY-MEDIATORS**

P. O. Box 741955 • DALLAS, TEXAS 75374-1955 • PHONE: 800-280-1368 • 972-669-8101 • FAX: 972-669-8180  
Website: [www.attorney-mediators.org](http://www.attorney-mediators.org) • Email: [aam@attorney-mediators.org](mailto:aam@attorney-mediators.org)

### **Message from the President: “STATE OF THE ASSOCIATION”**

It occurs to me that the most reliable way to communicate with all members is through our newsletter and I want to take this opportunity to bring to the general membership the current status of several action items which have been evolving. Many times these topics are the subject of discussions at our annual meeting in the Spring and, since, regrettably, not everyone is able to attend, I feel that this information is topical and informative.

1. **Membership.** At this time our membership remains steady but obviously we can always use an increase of qualified mediators who meet our rather stringent requirements. At present we have approximately 270 members and some additional renewals for the year are continuing to arrive at the office. This number is down from last year but is generally in line with our trend numbers for the last three years. We also have a category of associate membership which was announced in the previous newsletter. To date we have only received two applications for associate membership, both of which have been approved. Therefore if each of you would give some consideration to attorney mediators in your area who might be targeted as quality potential members of the Association but have not yet completed the 8 years of law practice requirement, please be sure to have them contact Brenda to get information about joining.

2. **Insurance.** One of the major benefits of being a member of the Association is the group insurance which is afforded to our individual members. Fortunately Brenda has been able to continue to maintain our present level of coverage without a significant premium increase so that our annual dues have not needed to be increased in order to meet that obligation. Kudos to Brenda for her negotiations in this area. One of the reasons we are able to maintain our coverage at a level premium, I believe, is the fact of the known quality of our services and membership and the absence of claims. Over the past 12 months we have had one claim which makes a total of only ten since 1993! None have risen to the status of creating any type of liability, I believe. In other words they have all been extinguished summarily except the current one which is still open, but has not raised any particular concerns of which I am aware.

3. **Finances.** Our financial health remains stable. We are a not-for-profit organization and we manage to maintain ourselves and our programs. Again, kudos to Brenda for watching our budget so closely and working so hard to continue to put out

PRESIDENT'S LETTER continued from page 1

a very good product at our semi-annual meetings, the full day in the Fall and the annual meeting in the Spring. This continues to be quality CLE at a very competitive price and, again, all without a dues increase. Hopefully we will be able to continue that pattern even in the face of what has been referred to as a "worldwide depression" that certainly impacts all of us in some form or another. Only time will tell.

4. **Annual Meeting.** First, each of you *should* attend. It is a firm belief of mine that, in our society, networking is more than a mere cliché. It is a core component of any successful business enterprise or profession. In my opinion (realizing it is taboo for a mediator to use that word!) networking within a group, and by extension, to the entire legal community, is more valuable than advertising and marketing tools. The old school "word of mouth" via a network, along with a job well done, certainly serves to promote continuing business. And besides, the meetings are FUN!!, and very informative. For the upcoming annual meeting in Ft. Worth, even for you "old salts" who believe you have (a) seen everything, (b) tried everything, and (c) know everything, about mediating cases, I can almost guarantee that you will still receive knowledge and benefits from the program which has been arranged.

**SPECIAL NOTICE:** At the date of this writing we are somewhat down on registrations for the meeting. This is probably due to the slowed economic condition which is now an undeniable fact in most everyone's life in some way. If you have been "on the fence" about signing up, please come join us. We want and need your input, interaction, insight, and investment. You WILL receive a very nice return and satisfaction.

5. **Officers/Board Members.** In this newsletter you receive information about the upcoming election to be conducted at the annual meeting replacing two outgoing Board Members. Please review that information to keep yourself apprised of the people who are volunteering their time to serve us all in these capacities. I have been fortunate to have such a great group to work with, and it has been an honor to serve.

*See you in Ft. Worth!*

**Jim Knowles**

## Houston Chapter of AAM to Hold Annual Meeting

You are invited to attend the annual meeting of the Houston chapter of AAM to congratulate Alice O'Neill for a job well done as past President and to welcome Larry Hinojosa as the incoming President for the current year. There will also be provided one hour of ethics CLE as well as wine and heavy hors d'oeuvres. Please come and bring a potential member.

WHEN: Wednesday, April 15th from 5:30 PM – 7:00 PM

WHERE: Bergman ADR Group, 9 Greenway Plaza, Suite 3130

Please RSVP by email to [robin@BergmanADRgroup.com](mailto:robin@BergmanADRgroup.com) by April 13, 2009

## Advanced Certified Mediators

AAM congratulates the following members who have achieved or renewed their Advanced Certified Mediator status for the 2009 year (as of this newsletter printing):

J. L. "Larry" Hinojosa

In order to retain Advanced Certified Mediator status, holders of the certification must submit renewal applications annually and comply with the Rules Governing Certification.

## Newsletter Thanks

We owe special thanks to the law firm of Hunton & Williams LLP for compiling the newsletter, and to John Feather of Houston, Newsletter Committee Chair, for putting it all together. Thank you all for a great job!

## AAM Texas Lobby Report

Thanks to your commitment and generosity, AAM members in Texas have a presence in the legislature. By law, the State Bar ADR Section and local bar sections cannot engage in lobbying activities. AAM is the only organization of ADR professionals with a presence in the legislature expressly intended to preserve and protect the integrity of the mediation process. We will work closely with our lobbyist during the session to identify any actions which may impact mediation. You are welcomed and encouraged to notify us of any matters of interest.

AAM is a national organization with members in twenty-four states. AAM membership dues cannot be used for local lobbying efforts. Lobbying efforts must be supported wholly by voluntary

contributions. Your fellow Texas AAM members have made AAM's presence in the Texas Legislature possible. We owe them a debt of appreciation.

*We extend a special thank you to the Houston Chapter of AAM for their generous donation to this fund.*

**Contributors for this legislative session are:**

**Jeffrey Abrams of Houston  
Dick Alcalá of San Antonio  
Courtenay Bass of Dallas  
Trey Bergman of Houston  
Gayle Cipriano of Austin  
Bryan Coleman of Houston  
John Dowdy of Arlington  
John Estes of Dallas  
Jim Greenwood of Houston  
Earl Hale of Dallas  
Gary Hall of Dallas**

**Franklin Holcomb of Houston  
Houston AAM Chapter  
Dean Kilgore of Austin  
Jim Knowles of Tyler  
Alan Levin of Houston  
Tom McDonald of Bryan  
Cheryl McMullan of San Antonio  
Austin O'Toole of Galveston  
Mike Patterson of Tyler  
Robert Pfeuffer of New Braunfels  
Ross Stoddard of Irving  
Michael Wilk of Houston  
Mel Wolovits of Dallas  
Walter Wright of Austin**

*Donations to the AAM Texas Lobby Fund may be made by check or credit card. Contact AAM Executive Director, Brenda Rachuig at 800-280-1368 or by email at aam@attorney-mediators.org. Contact information for our representative, George Christian, is: george@alliancedesign.org.*



## ASSOCIATION OF ATTORNEY-MEDIATORS

**Advanced Attorney-Mediator Training**  
and Annual Meeting to be held  
**April 24 and 25, 2009**

in the Sundance Square area of Fort Worth, Texas  
**"City of Cowboys and Culture"**

Presenters for this outstanding, heavy duty, event include:

*Hesha Abrams of Dallas, John Allen Chalk of Fort Worth, Susan Jensen of Arlington, John Rothman of Tulsa, Sidney Stahl of Dallas, and Ross Stoddard of Irving*

"Don't miss this opportunity to delve into the minds, and pick the brains of some of the finest and most experienced full-time mediators—Whether you are just starting out or have accumulated numerous mediations, you WILL get something beneficial out of this program!!!"

*Special luncheon entertainment "5000 Badguys" performed by the Laginappe players of the Murder Mystery Dinner Theater at the Gaylord Texan Hotel.*

Guest and meeting rooms have been reserved at the Renaissance Worthington by Marriott at 202 Main Street, Fort Worth, Texas.

Marriott Reservations 1-800-468-3571  
Registration forms and agenda are posted on our website.  
[www.attorney-mediators.org](http://www.attorney-mediators.org)

## IF YOU WANT TO SETTLE, WALTZ, DON'T DANCE

*Jerry D. King, AAM Member, San Antonio*

In most mediations involving a law suit, the settlement discussions tend to follow a similar negotiating pattern. Having already staked out their positions in the court pleadings, both sides have lined up their legal and factual support and planned their strategy. Each side has determined their opening offer and various intermediate counter offers; identified their desired settlement point; and, established their walk away point. One side starts by placing before the other party their view of the law and their view of the facts, explaining why they are entitled to receive what they are requesting, and presents an opening offer. The other side then sets forth their view of the law and their view of the facts, explaining why in this case their opponent does not have a right to receive that for which they are asking. They then proceed to set forth their opening or counter offer.

The negotiation dance has now begun. Like the dance of two sword masters in a fencing duel, each attorney thrusts and parries in an attempt to find and exploit a weakness in the others defenses. Through the selective use of their foils of leverage, rapiers of legal arguments, and ultimately their saber, the threat of going to trial, the sword masters seek that particular weakness that will undermine the opponents confidence in their case in an attempt to convenience the other side to move closer to their position. Over the course of the discussions, each side will advance and retreat, take a position and then slowly retreat from it to a successive predetermined intermediate position until finally both parties meet at a single deal point or hit an impasse.

As a mediator, I have found that this dance of the sword masters style of competitive negotiation is not conducive to reaching a mediated agreement for several reasons.

First, in this style of competitive negotiation the subject matter has been isolated to a single item, usually money, and each side desires to score the most points, win the competition and receive the biggest share. However, with this style of negotiation, the only way to reach a settlement agreement is for one or both of the parties to make concessions. In fact, this style is founded upon the expectation that each side will meet a concession with a concession. Eventually the concessions will stop. At some point the next concession is no longer viewed as a strategic move, but as admitting defeat and ceding victory to the other side. No one likes to lose.

Second, the general approach used by the sword masters is case based, and the primary rationale advanced by each party as to why the other side should settle the case is ultimately because they will not win at trial. They thrust with statements such as "I have a witnesses that will testify that ....?", or "I will prove that .....?", which are parried by statements such as "Their witness is not a credible witness.", or "There is no way they can prove .....?", or "The documents show that...". Generally it does not take long before you hear a very adamant "I believe a judge or jury will decide ....?" followed by an equally resolute response of "Well I think you are wrong, I believe a judge or jury will decide .....?" At this point the competitive desire to win is overshadowing the desire for a resolution. The mediation is evolving from a settlement negotiation into a mere argument between the attorneys as to who will win if they go to court. It will quickly become a battle of wills.

Third, as every mediator knows, "In a dispute between people, the facts are irrelevant; it's the parties perception of the facts that is driving the dispute." Each party has a different perception or way of thinking about the facts. It is this very difference in perception or way of thinking about the facts that caused the dispute in the first place. Even though a judge or jury is considered to be the "Finder of Fact", in reality all they ultimately decide is which parties perception of the facts they will choose to accept. Therefore, any reasoning as to why an opponent should settle using what a judge or jury will decide as its basis of support is merely the presentation of the original cause of the parties dispute in a different package.

Finally, and most important of all, as a mediator I have observed that while the likely outcome of a trial may carry some weight in a parties decision making process, it is *not the deciding factor*. The parties decision of whether or not to resolve a dispute ultimately involves the satisfaction of, or failure to satisfy, some interest, goal or desire that is more important to them than whether or not they will win at trial.

This observation is most clearly illustrated in family law cases. As you know, in a divorce proceeding involving children, if the parents are not able to agree upon an amount of child support, than the court will generally follow the guidelines set out in the Family Code to establish the amount of child support. There is little doubt about the judicial outcome. Each party knows exactly what a judge will decide if they go to court. Notwithstanding this knowledge, in numerous family mediations, I have watched the spouses hit an impasse after

they have negotiated for an amount of child support that is quite a bit below the statutory guideline amount and narrowed the gap to a mere \$25 or \$50 per month. The spouse willing to agree to pay the child support refuses to concede to the additional \$25 or \$50 per month requested by the other spouse. They do this knowing full well that if they go to court a judge will likely set child support at the higher statutory guideline amount. It is clear that the outcome of a trial is not the deciding factor for the party. Some other frustrated interest, goal or desire is more important. In order to overcome the impasse, you must uncover and satisfy this other interest, goal or desire that is motivating the party and driving the decision making process.

The same principal holds true in non-family mediations. For example, I mediated a dispute involving a car wreck and the value of the vehicle. The parties agreed the "Blue Book" value for the vehicle was \$4,100 to \$4,500. After minimal discussions an impasse resulted when one party would not budge off their request for \$4,500 and refused to accept the other sides' offer of \$4,300. After talking with the party I discovered that he believed the other side thought he was lying about how the accident occurred and this really bothered him. He would rather incur the additional fees and costs and go to court so he could prove he was telling the truth, rather than settle the dispute and have the other side continue to think that he had lied. Talking with the other side I found that they did not think he was lying and agreed to tell him so. Upon hearing this, a settlement was reached quickly. In fact he stated that he thought the vehicle was only worth \$4,000 and that was all he would accept.

In another mediation involving a contract dispute, one party had a claim for \$2,500.00. The other party had a counterclaim for over \$25,000.00. The original claimant told me in caucus they believed there was a very good chance that the \$25,000.00 counterclaim would be successful if they went to trial. The counterclaimant offered to resolve the dispute by merely having each party dismiss their claims and walk away. Knowing that the most they could win at trial was \$2,500, and that they faced the very real possibility of losing ten times that amount the original claimant said NO. The \$2,500.00 payment they sought was on behalf of one of their best clients, and one that brought them most of their other business. They believed that if they could not demonstrate that they had diligently pursued their client's claim, that client and other clients would cease doing business with them and the business would go under.

As you can see, the likely outcome at trial is not the deciding factor regarding whether or not an agreement is reached during mediation. The deciding factor is some other interest, goal

or desire of a party that is being frustrated or denied, such as personal integrity or the continuation of an ongoing business. As stated above, the parties dispute actually arose because each party had a different perception of the facts or was thinking about the facts differently. That deciding factor, that frustrated interest, goal or desire that is more important than winning the suit is usually contained within these differences. When you explore these differences you can generally uncover this frustrated interest, goal or desire. Once identified, you can usually find a solution that will satisfy it at little cost to you.

The parties are involved in the mediation precisely because they were unsuccessful in their previous efforts to convince the other side to concede to their demands because they cannot win at trial and they are at an impasse. Unless the parties and the mediator distort the mediation process into a non-binding arbitration type of proceeding under the disguise of a mediation, there is no reason to suspect that continuing the same negotiation strategy during mediation will be any more successful or yield a different result.

Instead of entering into the mediation negotiations as if it were a dance between sword masters, think of the mediation negotiations as a waltz. A waltz is much less adversarial or tense, and the parties must work together to perform the waltz well. When your opponent thrusts with a reason as to why you can't win at trial, parry with a question designed to explore the differences in perceptions or way of thinking about the facts. Uncover the frustrated interest, goal or desire and search for a way to satisfy it at little or no cost to you.

Each type of negotiation dance takes a great deal of skill, however, thinking about it as a waltz, will help you remember a fundamental principal necessary for all mediated agreements. If you want to dance the waltz, it takes both dance partners to agree to dance the waltz. Similarly, if you want to reach a mediated agreement, it takes both parties to agree.

At your next mediation, remember to waltz not dance. Save the dance for the courtroom. If you perform the waltz well, you may never have to dance.

#### *Some Background:*

*I worked as a corporate counsel for a fortune 500 company for over 23 years negotiating numerous transactions, and have been in private practice for the last 9 years focusing on business law, mediations and negotiation consulting. I have been "TMCA Credentialed" since 2005, and have had the privilege and opportunity to work as an Adjunct Professor at St. Mary's University School of Law, since the Spring 2007 semester teaching Negotiations.*

## Nominees for Board Of Directors

**The AAM Annual Meeting is scheduled for April 25, 2009 at 8:30 a.m. at the Renaissance Worthington Hotel, 200 Main Street, Fort Worth, Texas. Further nominations are welcome.**

Below are short biographical sketches of the nominees selected by your Nominating Committee:

**Bill Lemons** is engaged in all aspects of Alternative Dispute Resolution, practicing full-time as Arbitrator and Mediator, and counseling companies and individuals on implementing ADR programs. He is an Arbitrator on the Employment Law, Commercial Dispute and Large Complex Case panels of the American Arbitration Association, and is a member of the Panel of Distinguished Neutrals of CPR (International Institute for Conflict Prevention and Resolution), a panelist of the American Health Lawyers Association ADR Services and a Member (MCI Arb) of the Chartered Institute of Arbitrators in London. He maintains an active mediation practice, and is a Qualified Neutral for the United States District Courts for the Western and Southern Districts of Texas. He currently serves as President of the San Antonio/Bexar Chapter of the Association of Attorney-Mediators and has served as Chair and earlier was Treasurer of the ADR Section of the State Bar of Texas. Bill is a member of the College of the State Bar of Texas, Association of Attorney-Mediators, Texas Association of Mediators, Texas Mediator Credentialing Association, Institute for Responsible Dispute Resolution, and is a Life Fellow of the Texas Bar Foundation. Bill has served as a National Trainer/Facilitator in mediation/arbitration skills for the American Arbitration Association, teaching the 40 hour basic mediation skills course to Alamo Community College District, Southwest Foundation, Coca Cola Enterprises, Inc., Zachry Construction Corporation

and many others. He also teaches the AAA course "Arbitration Advocacy," and designs dispute resolution programs. Bill is a permanent neutral for Kraft Foods, Toyota U.S.A., Inc., Neiman Marcus and the Alamo Community College District. He sits as a panel member on the Southwest Airlines Company/TWU Local 555 arbitration board and the Montana Labor Relations Board. Now in his 36th year of practice, Bill was a Shareholder with what is now the Cox Smith Matthews law firm in San Antonio immediately prior to this career, and before that was inhouse labor counsel for Braniff Airways in Dallas.

**Alice O'Neill** earned a BA in Political Science at the University of St. Thomas and then her MED at Texas A & M University. She earned her MBA at the University of St. Thomas in 1982. Alice then went on to South Texas College of Law to earn her JD. Alice was a psychotherapist from 1974 to 1991. She was an Associate attorney with Rosen & Newey, an Associate attorney with Hohmann, Werner & Taube, L.L.P., and opened her own practice in June of 1997. Alice focuses her practice on mediations and arbitrations but also acts as an Amicus Attorney, Attorney Ad Litem and Guardian Ad Litem. She is also an Associate Municipal Court Judge for the City of Houston. Alice is a member of the Association of Attorney Mediators and was Vice President of the Houston Chapter in 2000 and has been President of the Houston Chapter since 2005. She is also a member of the Texas Association of Mediators, Association of Conflict Resolution and the State Bar Alternative Dispute Resolution Section. Alice served as a Treasurer from 2002 to 2003, as Secretary from 2003 to 2004, and was a Counsel Member to the ADR Section of the Houston Bar Association – Alternative Dispute Section.

## Interested in Joining or Starting A Chapter?

All AAM members in good standing at the national level are eligible to join an AAM Chapter in their locale. Chapters offer outstanding opportunities for networking, continuing education and input into AAM's direction. AAM national frequently seeks new leadership from the leaders of AAM's local chapters.

AAM's by-laws provide that a new chapter of AAM may be authorized by the board of directors upon the request of ten (10) members in good standing. AAM Chapters receive a 10% rebate of member dues annually to support Chapter initiatives. If you are interested in building the influence of attorney-mediators in your locale, consider forming a local chapter. Find out more about joining or forming a chapter by contacting Brenda Rachuig at toll-free 1-800-280-1368 or [aam@attorney-mediators.org](mailto:aam@attorney-mediators.org).

## IMPORTANT INFORMATION ABOUT AAM'S PROFESSIONAL LIABILITY INSURANCE COVERAGE

The Association of Attorney-Mediators (AAM) carries a policy of Arbitrators and Mediators Professional Liability Insurance that covers all of the Association's members who are in good standing. This article contains basic information that every member should know about AAM's insurance coverage and underwriter, requirements of the insurance policy, and procedures to follow if a member is notified of a claim or potential claim.

### Insurance Coverage and Underwriter

The limits of AAM's insurance policy are \$250,000.00 per claim, with an aggregate amount of \$2,000,000.00. There is a \$500.00 deductible for each claim. Underwriters at Lloyd's, London are responsible for 100% of AAM's coverage. AAM's policy begins on January 1 of each year and ends on January 1 of the following year.

### Requirements of the Insurance Policy

AAM's insurance policy requires that its members provide mediation participants with the following information:

- **a written statement to all parties explaining the member's role as a neutral intermediary and stating that the member may not act as an advocate for either party.**
- **in cases where the member assists in preparing a written settlement agreement in connection with the provision of dispute resolution services, a written statement advising each participant to have the settlement agreement independently reviewed by the participant's counsel before executing the agreement.**

*A "Notice to Parties in Mediation" can be used by AAM members to send as an enclosure with their initial letter to the parties or handed out at the mediation. Alternatively, the wording of the notice may be incorporated into the initial letter to the parties or the Agreement to Mediate to be signed by the parties. The language regarding drafting the agreement can be incorporated into the agreement, itself. The "Notice to Parties in Mediation" can read as follows:*

***The mediator acts as a neutral intermediary for the parties. The mediator can not and will not act as an advocate for any of the parties. Additionally, in the event the mediator assists in preparing a written settlement agreement pursuant to a mediation, each participant should have the settlement agreement independently reviewed by the participants counsel before executing the agreement.***

### Claim Procedures

Claims happen, and sometimes they are filed against our members. If a member is notified of a possible legal action, the member must notify the insurance carrier representative named below. Notice of possible legal action includes any notification that a legal action will be taken against the member, including a letter or telephone call, personal conversation, or knowledge of a potential situation that may give rise to a claim. Notice of possible legal action is not limited to a member's receipt of a summons and complaint. Any member who receives notice of a possible legal action, as described in this paragraph, must notify the following insurance carrier representative by *certified mail*:

Mr. Walter Slezak  
Locke, Lord, Bissell & Liddell  
111 South Wacker Drive, Suite 4200  
Chicago, Illinois 60606

A member who receives a summons and complaint must forward a full and clear copy to Mr. Slezak. Any relevant information the member believes may help Mr. Slezak in understanding the matter should also be included. A member who receives a letter indicating possible legal action must send a copy of the letter to Mr. Slezak by *certified mail*.

Copies of all information and claims provided to Mr. Slezak must also be sent to AAM's insurance agent, as follows:

Complete Equity Markets, Inc.  
1190 Flex Court  
Lake Zurich, IL 60047

AAM also requires that members notify it of potential claims when they apply for membership and each year as a part of the membership renewal process. AAM requests that a copy of any actual claim filed be sent to:

Association of Attorney-Mediators  
P. O. Box 741955  
Dallas, Texas 75374-1955

A member may not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the underwriters, who are entitled to take over the conduct of the defense of any claim in the name of the member.

Any member who has a question about AAM's professional liability insurance coverage should direct the inquiry to Brenda Rachuig at (800) 280-1368.

## AAM CHAPTER NEWS

*AAM currently has chapters in several locations. Some of these meet on a regular basis, offering members CLE credits. Several meet in conjunction with their local bar ADR section. Contact your local Chapter President for more information and to see how you can get involved.*

### CHAPTER PRESIDENTS — 2008

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## Advanced Attorney-Mediator Training

September 12, 2008 – Not Soon to Be Forgotten

AAM's Advanced Attorney-Mediator Training held in Austin, Texas on September 12, 2008 will not soon be forgotten. Hurricane Ike came for a visit during that period with frequent changes in course and intensity. Our hearts were heavy for our Gulf Coast members as they battled to save their families, homes and property.

The conference was educational for all the seventy-eight in attendance and had a special high energy as we shortened breaks and lunch to make it possible for attendees to start for home as early as possible. The hotel was a "sell out" due to evacuees needing refuge, and much busier than usual with families and pets on site. Several AAM members released their rooms early in order to accommodate those with true housing needs.

We wish to thank those speakers that braved the turbulence of that time period in order to "let the conference go on".

**George Christian of Austin**  
**Bryan Coleman of Houston**  
**Jeff Jury of Austin**  
**Don Philbin of San Antonio**  
**John Rothman of Tulsa**  
**Wayne Scott of San Antonio**  
**Walter Wright of Austin**

## AAM Welcomes New Members

We are pleased to announce the following new AAM members:

Michael Denosky, *Austin, Texas*  
 John Donovan, *Houston, Texas*  
 Allan DuBois, *San Antonio, Texas*  
 Paul Gilliam, *Tyler, Texas*  
 Tony Hackebeil, *Hondo, Texas*  
 Thomas Hallstead, *San Antonio, Texas*  
 Harold Hargis, *Houston, Texas*  
 William Hunter, *Austin, Texas*  
 Ed Ishmael, *Dallas, Texas*  
 J.P. Jaynes, *Searcy, Arkansas*  
 Ralph Kalish, *St. Louis, Missouri*  
 Patrick Keel, *Austin, Texas*  
 W. Larry Latham, *Ridgeland, Mississippi*  
 Donna Phillips, *Fort Worth, Texas*  
 Barbara Stroud, *Austin, Texas*

We welcome you to the **Association of Attorney-Mediators** and look forward to your active participation within this organization! Please let an officer of a local chapter or the national board of AAM know what AAM can do for you and how you would like to become involved in AAM's activities.

## AAM Announces New Associate Member Category

One of the qualifications for membership in AAM is eight years licensure by the bar. Although a five year associate membership has been in place for some time, with the same annual renewal requirements as a regular membership, but without voting privileges, the board has now considered the requests of many to create a **two year associate membership**.

With board approval, the new Associate Membership category is in place.

### The two year Associate Membership qualification requirements include:

1. Applicant must be licensed [and authorized to practice law] for a minimum of two (2) years for associate membership and in good standing with a local jurisdictional authority (i.e., state bar).
2. Applicant must conduct four (4) formal mediations or a combination of mediations and observations per calendar year, including Settlement Week mediations and Pro Bono mediations for each calendar year.

3. Applicant must complete seven (7) MCLE hours of ADR per calendar year at an AAM training, including two hours of ethics.

4. Applicant must provide to AAM at least three (3) attorney references on the form provided by AAM, from lawyers in his/her community with whom the applicant is not presently associated.

5. Applicant must be willing to participate in any grievance or feedback procedures adopted by AAM and to observe all ethical standards adopted by AAM.

6. Applicant must have completed a training program approved by AAM.

Group insurance coverage will not be offered to two year associate members until attaining the five year associate level. At such time, while meeting all other membership requirements, their name will be submitted to our insurance carrier for coverage. Upon reaching the eight year minimum practice of law level, the associate member would be admitted to full membership status without the necessity of reapplying for full membership.

## The AAM Board of Directors Introduces the President and President-Elect for 2009

### John W. Hughes – President 2009

John W. Hughes is a sole practitioner who has over 40 years of legal practice experience. His practice is now limited to mediation and other forms of alternative dispute resolution (ADR) practices and methods. After obtaining his certification in 1992 by Dispute Resolution Services of Tarrant County, Mr. Hughes and his staff have worked to mediate more than 3500 diverse cases. He is a problem solver and is known for his ability to find professional, creative and innovative solutions to conflicts. Having started and operated several companies in manufacturing, oil and gas exploration, and the marketing of industrial equipment and products, Mr. Hughes brings a unique perspective to the mediation process. His experience inside and outside of the courthouse allows him to deal effectively with business transactions, operations, and human resource conflicts from a legal and layman's point of view. In addition, Mr. Hughes is certified in Family Law Mediation by the Dispute Resolution Services of Tarrant County. John is a Certified Advanced Mediator by the Association of Attorney-Mediators. He is listed by Fort Worth, Texas, the City's Magazine in the Best Attorney Issues for 2001-2007 and was named a Texas Super Lawyer for 2003-2007, where in 2007 he was selected in the top 100 lawyers in Texas. The Fort Worth Business Press from 2002-2007 lists him in Top Attorneys. He is listed in the 2006-2008 editions of *The Best Lawyers in America*. John graduated from Texas Christian University, BBA-Acct. and received his law degree from Baylor University School of Law in 1967.

### Michael J. Schless – President-Elect 2009

Michael J. Schless is currently the AAM Treasurer and its representative on the Board of Directors of the Texas Mediator Credentialing Association (TMCA). Since 1992 his practice has focused exclusively on ADR, especially mediation and arbitration. He has mediated or arbitrated over 1,700 cases covering a broad range of topics and degrees of

complexity. Mike is a past Chair of the ADR Section of the State Bar of Texas, and has held every leadership position in that organization over a period of six years. In 2006, Mike received the ADR Section's Justice Frank G. Evans Award for outstanding efforts in promoting or furthering the use or research of alternative dispute resolution methods in Texas. Mike has also served as President of the Texas Association of Mediators, and received that organization's Susanne C. Adams Award in 2003 for his outstanding service and dedication to the mediation profession. A Martindale-Hubbell AV rated lawyer, Mike has also been named a "Texas Super Lawyer" in 2005, 2006, and 2007 by Texas Monthly Magazine. Mike was a member of the Supreme Court of Texas Advisory Committee on Court-Annexed Mediation. He is a Fellow of the Center for Public Policy Dispute Resolution at the University of Texas School of Law; an Advisory Committee member for the Frank Evans Center for Dispute Resolution at the South Texas College of Law in Houston; a member of the arbitration panel of the American Arbitration Association; and a member of the International Academy of Mediators, the Association for Conflict Resolution. Mike teaches mediation in Europe in the Masters in Business Law Program at the University of St. Gallen in Switzerland, and in the Masters in Mediation Program at the University of Human Sciences in Liechtenstein. Prior to his career in ADR, Mike served the people of Travis County, Texas, as a County Court at Law Judge from 1982 to 1992, having been elected to that position three times. He was selected by his fellow judges to serve as their first presiding judge. Before his service on the bench, Mike had been a trial lawyer in Austin since he was licensed in 1973. Mike has served as President of the Austin Young Lawyers Association; as a member of the Board of Directors of the Travis County Bar Association; and as founder and first Chair of the ADR Section of the Travis County Bar Association. In 1982 Mike was selected as the Outstanding Young Lawyer of Travis County. He earned his undergraduate degree from the University of Texas (B.A. Philosophy) in 1970 and his law degree from the University of Texas School of Law in 1973.