ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS

including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: DAVID KEITH HICKS
Firm Name: DAVID HICKS A.P.L.C.
Address: 2200 POWELL ST. SUITE 990

City/State/Zip: EMERYVILLE CA 94608
Telephone: (510) 595 2000 **Fax:** (510) 594 9555
Email: DHCASES@AOL.COM

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:
✓ **Judicial Arbitration** ✓ **Mediation** ✓ **Neutral Evaluation** ✓ **Private Arbitration**

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1969-1972	UNIV. of CALIFORNIA, DAVIS	J.D.
1964-1969	SAN JOSE STATE UNIVERSITY,	BA-INTERNATIONAL RELATIONS

4. LEGAL EXPERIENCE: **State Bar No.** 053750 **Date Admitted:** 1972

A. Are you a member in good standing of the State Bar of California? ✓ **Yes** ___ **No**
B. Are you a retired judicial officer? ___ **Yes** ✓ **No**
Please describe when/where you last served as a judicial officer: ___

C. Are you actively engaged in the practice of law at this time? ✓ **Yes** ___ **No**
If not, are you retired from practice? ___ **Date retired:** ___
If your license is presently inactive, please explain: ___
D. Are you currently active in litigation practice? ✓ **Yes** ___ **No**
Approximately what percentage of your practice involves litigation? 70 %
E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 40 % ; **of defendants** 60 %?
F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 1 ; **Court Trials** 4 ; **Mediations** 6 ; **Arbitrations** 4 ;
G. Describe any legal publications or teaching you have done: TEACHING: AS LECTURER & ADJUNCT PROFESSOR of LAW (SCHOOLS: UC BERKELEY INSTITUTE of GOVT STUDIES, UC DAVIS LAW, JOHN F KENNEDY LAW, CHABOT COLLEGE) NUMEROUS LEGAL SEMINARS. PUBLICATIONS TOO NUMEROUS TO LIST HERE.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
ARBITRATION + MEDIATION	ALAMEDA COUNTY BAR		1990-2005
↓	CALIF TRIAL LAWYERS		↓
	ALAMEDA CONTRA COSTA TRIAL LAWYERS		

A. Number of years experience as: mediator 20 ; arbitrator 20 ; neutral evaluator 20 ;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: _____

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: ALAMEDA COUNTY BAR. SUPERIOR COURT of CALIFORNIA. UNITED STATES DISTRICT COURT, NORTHERN DISTRICT

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. _____;
2. _____;
3. _____;
4. _____;
5. _____;

E. Is your ADR style best described as ✓ facilitative or ✓ evaluative/directive?

F. Describe any ADR related publications or training you have done: SEE #5

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*

350/ HR
Ø HR PRO BONO
275/ HR CASES INVOLVING MINORS

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings: _____

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: _____

C. You are available to conduct ADR conferences: ✓ in your office; ✓ at counsel's office; ✓ other (please describe: AS BEST SERVES PARTIES' NEEDS)

D. You are available to conduct ADR proceedings: ✓ during regular office hours; ✓ evenings by appointment; ✓ weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:

SIGNED AGREEMENT
INITIAL DEPOSIT (TO BE AGREED UPON BASED ON CASE TYPE)

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	20	✓	✓	✓	✓
Civil Rights	20	✓	✓	✓	✓
Collections					
Construction					
Contracts	20	✓	✓	✓	✓
Elder law/abuse		✓	✓	✓	✓
Employment		✓	✓	✓	✓
-Discrimination					
-Harassment					
-Termination					
Environmental		✓	✓	✓	✓
Fraud	10	✓	✓	✓	✓
False Imprison.		✓	✓	✓	✓
Family Law					
HO Ass'n		✓	✓	✓	✓
Insurance Cov.					
Intellect. Property		✓	✓	✓	✓
Landlord-Tenant		✓	✓	✓	✓
Legal Malpractice		✓	✓	✓	✓
Maritime					
Med Malpractice		✓	✓	✓	✓
Partnership	10	✓	✓	✓	✓
P.I. – Auto		✓	✓	✓	✓
P.I. – Other	10	✓	✓	✓	✓
Premises Liability		✓	✓	✓	✓
Probate/Trust					
Product Liab.					
Real Property	10	✓	✓	✓	✓
Securities					
Tax		✓	✓	✓	✓
Toxic Torts					
Wrongful Death		✓	✓	✓	✓
Other:	NA				
	↓				

MEDIATION FEE AGREEMENT

Case Name: _____ Case #: _____

We, the undersigned PARTIES, have voluntarily agreed to submit our dispute as referenced above to Mediation and have agreed that _____shall serve as Mediator.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES

The PARTIES understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The PARTIES understand that the Mediator is a licensed attorney. However, the Mediator will not provide the PARTIES with legal advice nor represent the interests of any party as an attorney. The services of the Mediator are strictly limited to the mediation process. The PARTIES understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

2. DESCRIPTION OF THE MEDIATION PROCESS

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the Parties have entered into a written agreement that specifies it is binding. The Parties and Mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

3. FEES FOR SERVICE

It is understood and acknowledged that the fees for the Mediator's services are subject to negotiation and agreement by the Mediator and the parties (with the exception of Parties found eligible for indigent or modest means service). The Mediator's hourly rate is $_____, payable by the parties as follows: _____% by _____(party) and _____% by _____(party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of $_____ per party is due seven days in advance of the Mediation. If the mediation hearing is cancelled less than 72 hours prior to the date set, _____% of the retainer shall be forfeited by each party. All checks shall be made payable to: _____.

4. ACKNOWLEDGEMENT

We hereby declare that we have read, understood and agreed to the foregoing terms for Mediation and have been provided with a copy of this agreement.

_____ _____

Party Signature, Dated: _____ Party Signature, Dated: _____

_____ _____

Attorney Signature, Dated: _____ Attorney Signature, Dated: _____