ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS

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

1. APPLICANT:

Applicant's Name: William Mulvihill
Firm Name: Boornazian, Jensen & Garthe
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2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

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

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1968 - 1972	University of San Francisco	B.A. - 1972
1973 - 1977	Golden Gate University School of Law	J.D. - 1977

4. LEGAL EXPERIENCE: State Bar No. 77528 Date Admitted: 12/77

A. **Are you a member in good standing of the State Bar of California?** XX **Yes** ____ **No**

B. **Are you a retired judicial officer?** ____ **Yes** XX **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?** XX **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?** XX **Yes** ____ **No**
Approximately what percentage of your practice involves litigation? 100 **%**

E. **If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs** ____ **%; of defendants** 100 **%?**

F. **How many of the following have you personally handled as attorney of record in the past five years? Jury Trials** 1 **; Court Trials** 0 **; Mediations** 70+ **; Arbitrations** 4 **;**

G. **Describe any legal publications or teaching you have done:** Hastings College of Law College of Advocacy - Faculty - 1988 & 1989; CEB speaker on Evidence 1944; various in-firm seminars for attorneys.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediating the	Pepperdine University	42 hours	
Litigated Case	School of Law Straus	April - June, 2003	
	Institute for Dispute		
	Resolution		

A. Number of years experience as: mediator 6 ; arbitrator 15 ; neutral evaluator ____;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: San Francisco Sup. Ct. - Arbitrator from 1988 to present; Contra Costa Superior Court - Arbitrator (Mediator) 1989 to present

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: _____

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. 3/6/03 - Judicial Arb., SFSC - P.I. - Towing Accident;
2. 9/23/02 - Judicial Arb., SFSC - P.I. - Slip & fall in market;
3. 3/29/01 - Binding Arb., Alameda Sup. Ct. - P.I. - Auto accident;
4. 10/9/01 - EASE Mediation, CCSC, - P. I. - Auto accident;
5. 11/21/02 - Private Arb., ACSC - Fraud - Professional dispute;

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

F. Describe any ADR related publications or training you have done: _____

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).*

$250 per hour, or any portion thereof, with either party paying a proportional share, unless the parties agree otherwise. See Fee Agreement attached as sample.

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: XX in your office; _____ at counsel's office; _____other (please describe: _____)

D. You are available to conduct ADR proceedings: XX 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.: Copies of pleadings, arbitration brief and all documentary evidence and deposition entries submitted one week before hearing. Mediation briefs submitted 5 days before mediation.

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.					
Civil Rights					
Collections					
Construction					
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice	20%	X	X		X
Partnership					
P.I. – Auto		X	X		X
P.I. – Other	25%	X	X		X
Premises Liability		X	X		X
Probate/Trust					
Product Liab.	40%	X	X		X
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death	15%	X	X		X
Other:					

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: _____