

CALIFORNIA COMMUNITY DISPUTE SERVICES

INFORMATION STATEMENT

CaCDS services are provided in accordance with the California Dispute Resolution Programs Act. The State Guidelines require that the following information be made accessible to all participating parties:

1. Participation in any CaCDS dispute resolution service is voluntary.
2. CaCDS offers alternative dispute resolution services including mediation/arbitration and conciliation. Mediation and arbitration are offered as separate services per request.
3. Hearing fees are waived for justice system and community cases. Administrative fees are on a sliding scale and may be waived if a disputant(s) is indigent. Fee-for-service cases regarding business, real property, divorce, etc. will be charged hearing and administrative fees in accordance with the fee schedule in effect during initial intake.
4. It is the intent of CaCDS to provide services for all disputants in a manner deemed to be neutral and non-biased. Therefore, no conciliator, mediator, and/or arbitrator appointed will have financial or personal interest concerning the content or outcome of the dispute.
5. All disputants utilizing a CaCDS dispute resolution hearing process are required to sign a confidentiality agreement that restricts anything written or said in a hearing, except the Arbitrator's Award or Consent Award, from being used in a court of law.
6. CaCDS requires that all agreements reached in our dispute resolution proceedings be finalized in written form. Copies of the written Consent Award or Mediation Agreement will be provided to each disputant at the close of the hearing. Copies of the written Arbitrator's Award will be provided to each disputant within 30 days of the close of hearing. An Arbitrator's Award and Consent Award are legally binding; therefore, these documents are enforceable and/or admissible as evidence in a court of law.
7. Disputants utilizing CaCDS's mediation process may desire their mediated agreement to be legally binding. This can be accomplished by including a relevant clause in the Mediation Agreement.
8. Disputants have the right to bring witnesses and evidence to CaCDS hearings. The presence of witnesses will be for the purpose of resolving the dispute and not for determining who is guilty or innocent. All witnesses will be required to sign confidentiality statements.
9. Disputants have the right to have an attorney present during a mediation/arbitration, mediation, and arbitration hearing. Attorneys may not serve as advocates during any dispute resolution process due to the informal and non-adversarial nature of the hearings; an attending attorney's role will solely be to offer advice to his/her client. To ensure quality, an attorney's presence at a mediation/arbitration or mediation will be limited.
10. Mediators and arbitrators have the authority to discontinue and/or reschedule a hearing if they determine that a disputant requires a greater understanding of his/her rights or to seek legal, financial, or professional advice.