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Attorneys for Petitioner
Protect HB

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

PROTECT HB,	)	CASE NO.:
)	
Petitioner,	)	PETITION FOR WRIT OF MANDATE
v.)	
	)	(Violations of California Environmental
CITY OF HUNTINGTON BEACH	)	Quality Act)
)	
Respondent;)	
_____)	
FLOWERS OF THE SKY ENTERTAINMENT,)	
LLC, a Delaware Limited Liability Company;)	
and DOES 1-10, inclusive.)	
)	
Real Parties in Interest.)	
_____)	

INTRODUCTION

1. This action challenges the City of Huntington Beach's ("City's") circumventing the requirements of the California Environmental Quality Act ("CEQA") in approving a license for Flowers of the Sky, LLC ("Real Party in Interest") to operate the Symphony of Flowers in Huntington Central Park ("Project").

2. The Symphony of Flowers Project would occupy over 6 acres of Huntington Central Park, 24 hours per day, for six months of each year. Entrance would require paid admission and would be available only at night. This private use of the park would eliminate public use of the park but also Cub Scout campouts and other events held in the license area.

3. The Project would install large bleachers, 500,000 lights and 100,000 LED flowers in the otherwise dark Central Park. This semi-permanent installation would occur in and near areas of the park that provide nesting and foraging habitat for sensitive species, including overwintering monarch butterflies.

4. A bald eagle currently inhabits the park and is beloved by the Huntington Beach community. Members of Protect HB have seen the bald eagle near the Project site.

5. Members of the public provided extensive public comment opposing the Project's privatization of this public park, as well as its unstudied and unmitigated impacts to the resident bald eagle and other sensitive wildlife species.

6. CEQA provides that a lead agency may rely upon a master environmental impact report ("master EIR") to streamline environmental review under certain circumstances. For example, projects approved pursuant to the master EIR must be approved within five years of the master EIR's certification, and these projects must complete an initial study, and, if warranted, a supplemental or subsequent EIR.

7. The City certified a master EIR for Huntington Central Park in 1999, more than twenty-five years ago. This master EIR did not contemplate or evaluate the Symphony of Flowers Project.

8. In approving the Project, the City did not prepare an initial study, a supplemental EIR, or a subsequent EIR. Instead, the Project was approved on an Addendum.

9. The City made no findings in support of approval, including any findings that "no substantial changes have occurred with respect to the circumstances under which the master

1 environmental impact report was certified or that no new information, which was not known and could not
2 have been known at the time that the master environmental impact report was certified as complete, has
3 become available.”

4 10. Thus, the City’s approval of the Project violated CEQA.

5 11. Protect HB, a grassroots organization of Huntington Beach residents, seeks the rescission
6 of the Project approval until thorough and complete environmental review is conducted with the
7 meaningful public participation required by CEQA.

8 **JURISDICTION**

9 12. This Court has jurisdiction over the writ action under section 1085 and 1094.5 of the Code
10 of Civil Procedure (“CCP”), and sections 21168 and 21168.5 of the Public Resources Code.

11 **PARTIES**

12 13. Petitioner Protect HB is a group of grassroots Huntington Beach citizens working to protect
13 the welcoming culture and sound financial future of their city. Protect Huntington Beach works to educate
14 citizens of potential changes in local government and actively campaign against harmful changes. Protect
15 HB is a project of Citizens for Good Governance, a CA Committee (FPPC #1454094).

16 14. The City of Huntington Beach is a political subdivision of the State of California and is
17 named by the Notice of Determination as the lead agency.

18 15. Real Party in Interest Flowers of the Sky Entertainment, LLC is a limited liability
19 corporation incorporated in Delaware and applicant for the Project.

20 16. Real Parties in Interest named as Does 1 – 10 are given fictitious names because their names
21 and capacities are presently unknown to Petitioner.

22 **STATEMENT OF FACTS**

23 **The Project Site**

24 17. The Project would occupy 6.29 acres of the northeastern corner of Huntington Central Park
25 East.

26 18. Talbert Lake sits immediately adjacent to the southwestern portion of the Project site,
27 within the Biological Study Area (BSA). Habitats within the Project area and surrounding buffer include
28

1 arroyo willow thicket, cattail marsh, duckweed bloom, eucalyptus grove, Fremont cottonwood woodland,
2 Himalayan blackberry patch, and open water.

3 19. The Addendum determined that, based on available habitat, the Project area has high
4 potential for two special-status wildlife species to occur – overwintering monarch butterflies and yellow
5 warblers. The Addendum found moderate potential for tricolored blackbird, yellow-breasted chat, and
6 least Bell's vireo, all listed as California Species of Special Concern or under the state and federal
7 Endangered Species Acts. The Addendum further found low potential for the occurrences of 14 additional
8 insect, bird, reptile, and bat species.

9 20. While not mentioned in the Addendum, bald eagles, listed as endangered under the
10 California Endangered Species Act (CESA), have been observed nearby.

11 21. Light-footed Ridgway's rail has also been observed nearby.

12 **The Symphony of Flowers License Project**

13 22. The objective of the Project is to create a large-scale multi-media show containing over
14 100,000 luminous artificial flowers, over 500,000 light-emitting diode (LED) lights, and a musical
15 symphony played through 12 speakers and viewed from 2,000-person bleachers.

16 23. The Project would construct an eight-foot-wide walking path of interlocking tiles through
17 the artificial flowers. Sixty-four additional speakers would be located throughout the fields so that
18 symphony music would be audible throughout.

19 24. The Project would require construction of bleachers, a box office, concessions, restrooms,
20 pathways, and lighting and sound equipment, as well as the installation of the 100,000 electronic flowers
21 and 500,000 LED lights.

22 25. The Project would place a 180-foot-long by 50-foot-wide water feature will be installed on
23 the grass, which, surrounded by large concrete blocks and using projected light, would create a water
24 screen effect.

25 26. According to the Addendum EIR, the Project would be expected to draw 900 visitors per
26 show, but two thousand visitors could be accommodated in the bleachers.

1 27. The show would operate Thursday through Sunday, from dusk to 11 p.m., with 4 shows per
2 evening, for approximately six months per year. The Project site would be unavailable to the public during
3 all times occupied by the Applicant.

4 **Approval of the Project**

5 28. The City certified a Master Environmental Impact Report for the Huntington Central Park
6 Master Plan in 1999.

7 29. Approval of the Project was agendized for a December 2024 City Council meeting. In the
8 face of public opposition and comments submitted to the City prior to that meeting, the Project was
9 withdrawn from the agenda and not considered.

10 30. The City prepared an Addendum EIR in support of a License Agreement for the Project
11 prior to the February 18, 2025 City Council meeting. The Addendum was not officially circulated for
12 public comment, including to responsible or trustee agencies.

13 31. Notably, the “license agreement” appears to function as a lease agreement with a three-year
14 term. City approval of a lease agreement would require a vote of the people pursuant to City Charter
15 section 612.

16 32. Despite the limited public notice, the Project generated substantial public comment. Several
17 hundred pages of public comment were submitted to the City between February 14 and 18, with nearly all
18 comments opposing the Project’s restriction of public access and environmental impacts on park habitat
19 and wildlife. Comments were submitted by members of the public specifically noting membership in
20 Protect HB. An additional comment was submitted on February 18, informing the City it had failed to
21 comply with requirements for reliance on a master EIR.

22 33. The day of the meeting, the City added four mitigation measures to the Project.

23 34. Despite the overwhelming public opposition, the Project was unanimously approved by the
24 City Council on February 18, 2025.

25 35. A Notice of Determination was posted February 25, 2025.

26 36. On March 7, 2025, the California Department of Fish and Wildlife (CDFW) submitted
27 extensive comments to the City, objecting to its use of an addendum EIR and to the City’s evaluation and
28 mitigation of potentially significant impacts to sensitive species, including bald eagles, monarch

1 butterflies, and numerous other species. CDFW wrote that it expected it “may need to exercise regulatory
2 authority as provided by the Fish and Game Code” to the extent implementation of the Project as proposed
3 may result in “take” as defined by the California Endangered Species Act.

4 37. CDFW was also clear that it “did not comment on the Addendum in December, as the City
5 did not engage for Wildlife Agency feedback, and Addendums do not circulate for public review.” CEQA
6 generally requires lead agencies to provide notice of projects to responsible and trustee agencies and to
7 seek comment on projects that may affect resources for which an agency has responsibility or is trustee.

8 38. This Petition is timely filed.

9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**
10 **AND INADEQUATE REMEDIES AT LAW**

11 39. Petitioner objected to the Project in the administrative process and fully exhausted their
12 administrative remedies. Members of Petitioner submitted letters during the comment period raising the
13 issues set forth herein and filed any available administrative appeals.

14 40. Petitioner has no plain, speedy or adequate remedy in the course of ordinary law unless this
15 Court grants the requested writs of mandate and injunctive relief. In the absence of such remedies,
16 Respondent's approval of the Symphony of Flowers Project would form the basis for a development
17 project that would proceed in violation of state law.

18 41. Petitioner has complied with Public Resources Code section 21167.7 by filing a copy of
19 this petition with the California Attorney General. A copy of that notice is attached as Exhibit A.

20 42. Petitioner has complied with Public Resources Code section 21167.5 by providing the City
21 of Huntington Beach with notice of its intention to commence the action. A copy of that notice is attached
22 as Exhibit B.

23 43. Petitioner elects to prepare the administrative record. A copy of that election is attached as
24 Exhibit C.

25 **FIRST CAUSE OF ACTION**
26 **(VIOLATION OF CEQA)**

27 44. Petitioner incorporates all previous paragraphs as if fully set forth.

28 **The City Failed to Comply with Requirements for Reliance upon a Master EIR**

1 45. CEQA prohibits use of a master EIR if (1) certification of the master EIR occurred more
2 than five years prior to the filing of an application for a subsequent project; OR (2) the filing of an
3 application for the subsequent project occurs following the certification of the master environmental
4 impact report, and the approval of a project that was not described in the master environmental impact
5 report, may affect the adequacy of the environmental review in the master environmental impact report for
6 any subsequent project. (Pub. Resources Code § 21157.6.)

7 46. The Master EIR for the Huntington Central Park Master Plan was certified in 1999, more
8 than 25 years before the Project was approved.

9 47. CEQA permits a Master EIR to be used to review a subsequent Project after five years
10 under certain circumstances if “a subsequent project was described in the master environmental impact
11 report” and the agency either “[f]inds that no substantial changes have occurred with respect to the
12 circumstances under which the master environmental impact report was certified or that no new
13 information, which was not known and could not have been known at the time that the master
14 environmental impact report was certified as complete, has become available” or prepares an initial study,
15 and, based on the findings of the initial study, certifies a subsequent or supplemental environmental
16 impact report or approves a mitigated negative declaration.

17 48. As the Staff Report and Addendum admit that the Master EIR did not describe the
18 Symphony of Flowers Project, the City may not rely on the Master EIR for this Project.

19 49. Additionally, the City did not make the required finding, and if it had made the required
20 finding, it could not have supported it with substantial evidence.

21 50. Moreover, the City did not prepare an initial study, subsequent EIR, supplemental EIR, or
22 mitigated negative declaration.

23 51. Instead, the City prepared an Addendum.

24 52. Notably, an EIR Addendum is the only CEQA document that does not require public
25 circulation.

26 **Use of an Addendum Violated CEQA**

27 53. CEQA permits the use of an Addendum only under narrow and limited circumstances.
28

1 54. Under CEQA Guidelines § 15164(a), an Addendum is appropriate only if the proposed
2 Project does not require major revisions to the original MEIR due to new or substantially increased
3 environmental impacts.

4 55. The Addendum process is not a substitute for a Supplemental or Subsequent EIR when
5 there are substantial changes in the Project that result in new significant environmental effects or
6 substantially increase the severity of previously identified significant effects (CEQA Guidelines § 15162).

7 56. The 1999 FMEIR predates numerous regulatory changes including, but not limited to: the
8 ESA candidacy of the monarch butterfly (USFWS, 2024), listing of tricolored blackbird as a CESA
9 threatened species (CDFW, 2019), and Crotch’s bumble bee (*Bombus crotchii*) CESA candidacy (CDFW,
10 2022).

11 57. Furthermore, there have been several studies and advancements in understanding of
12 biological impacts from artificial lighting, noise, and climate change that could not have been known at
13 the time of the original 1999 FMEIR.

14 58. CEQA Guidelines § 15162(a)(2) states that a Lead Agency shall prepare a Subsequent EIR
15 if, “[s]ubstantial changes occur with respect to the circumstances under which the project is undertaken
16 which will require major revisions of the previous EIR or negative declaration due to the involvement of
17 new significant environmental effects or a substantial increase in the severity of previously identified
18 significant effects.

19 59. Regulatory changes pertaining to species with the potential to occur on the Project site
20 demonstrate a change in biological baseline conditions, which could not have been known at the time of
21 the 1999 MEIR, and which were not analyzed.

22 60. The City could not support findings needed to rely on an Addendum.

23 **The Addendum EIR is Inadequate**

24 61. The Addendum EIR failed to adequately disclose, analyze, and mitigate the Project’s likely
25 significant environmental impacts to sensitive bird (including nesting birds), bat, insect, and reptile
26 species, as required.

27 62. The Addendum EIR did not adequately disclose, analyze, and mitigate the Project’s noise
28 and vibration impacts on wildlife.

63. The Addendum EIR did not adequately disclose, analyze, and mitigate the Project's lighting-related impacts on wildlife.

64. Further, CEQA requires adoption of all feasible mitigation measures that will reduce adverse environmental impacts. Feasible mitigation measures were ignored in the Addendum EIR.

PRAYER FOR RELIEF

In each of the respects enumerated above, the City has violated its duties under law, abused its discretion, failed to proceed in the manner required by law, and decided the matters complained of without the support of substantial evidence.

WHEREFORE, Petitioners prays for relief as follows:

1. For an alternative and peremptory writ of mandate, commanding the City and its agencies and commissions to:

A. Set aside and vacate its certification of the Addendum EIR for the Symphony of Flowers Project and any findings adopted in support thereof;

B. Refrain from issuing a Specific Events Permit for the Project;

C. Set aside and void any approvals for the Project, including but not limited to:

i. Approval of the License Agreement for the Symphony of Flowers;

ii. Any specific events permit approved for the Project;

iii. Any other approvals issued for the Project.

D. To require preparation of a legally adequate CEQA document, before any reapproval of the Project.

E. For an order enjoining and/or staying the City and Real Party in Interest from taking any action to construct any portion of the Project or to develop or alter the Project site in any way that could result in a significant adverse impact on the environment, including the surrounding community, unless and until a lawful approval is obtained from City after discretionary review of the Project, subject to CEQA.

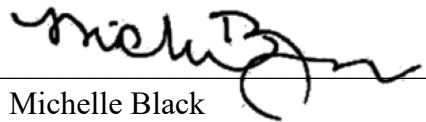
F. For Petitioner's costs and attorney fees pursuant to Code of Civil Procedure section 1021.5; and

G. For other and further relief as the Court finds proper.

1 DATE: March 27, 2025

Respectfully Submitted,

CARSTENS, BLACK & MINTEER LLP

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4 By: 
5 Michelle Black
6 Attorneys for Petitioner
7 Protect HB
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VERIFICATION

I, the undersigned, declare that I am of Protect HB, Chairperson of the Petitioner in this action, and I am authorized to make this verification. I have read the foregoing PETITION FOR WRIT OF MANDATE and know the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27 day of March, 2025 in Huntington Beach, CA California.

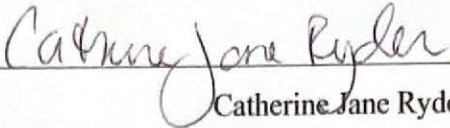

Catherine Jane Ryder

EXHIBIT A



Main Office Phone:
310 - 798-2400

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Michelle N. Black
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March 27, 2025

By Electronic Mail
California Attorney General
CEQA@doj.ca.gov

Re: City of Huntington Beach Approval of Addendum to Master Environmental
Impact Report

Honorable Attorney General Bonta,

Please find enclosed a copy of the Petition for Writ of Mandate filed to challenge the City of Huntington Beach's, and its City Council's, failure to comply with the California Environmental Quality Act ("CEQA") in approving an addendum to an outdated Master Environmental Impact Report to approve the installation of an LED-light powered flower art installation in the Huntington Beach Central Park ("Project").

This Petition is being provided pursuant to the notice provisions of the Public Resources Code. Please contact me if you have any questions.

Sincerely,

Michelle N. Black

Enclosure

EXHIBIT B

Main Office Phone:
310 - 798-2400

Direct Dial:
310-798-2412



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700 North Pacific Coast Highway, Suite 200
Redondo Beach, CA 90277
www.cbcearthlaw.com

Michelle N. Black
Email Address:
mnb@cbcearthlaw.com

March 26, 2025

Via U.S. Mail

Lisa Lane Barnes, City Clerk
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**Re: City of Huntington Beach Approval of Addendum to Master Environmental
Impact Report**

Dear Ms. Barnes,

Please take notice that Protect HB plan to file a Petition for Writ of Mandate challenging the City of Huntington Beach, and its City Council, (collectively, the City) to comply with the California Environmental Quality Act ("CEQA") in approving an addendum to the Master Environmental Impact Report ("MEIR"), allowing the installation of an LED-light powered flower project at the Huntington Beach Central Park ("Project").

Sincerely,

Michelle N. Black

EXHIBIT C

CARSTENS, BLACK & MINTEER LLP
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Michelle N. Black, SBN 261962; mnb@cbcearthlaw.com
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Attorneys for Petitioner
Protect HB

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

PROTECT HB,	)	CASE NO.:
)	
Petitioner,)	
v.	)	NOTICE OF ELECTION TO PREPARE
	)	ADMINISTRATIVE RECORD AND
CITY OF HUNTINGTON BEACH,	)	NOTICE OF ALTERNATIVE DISPUTE
	)	RESOLUTION INFORMATION PACKET
Respondent;)	
)	
	)	(Violations of California Environmental
	)	Quality Act)
FLOWERS OF THE SKY ENTERTAINMENT,)	
LLC, a Delaware Limited Liability Company;)	
and DOES 1-10, inclusive;)	
)	
Real Party in Interest.)	

1 PLEASE TAKE NOTICE:

2 1). Pursuant to Public Resources Code section 21167.6, Petitioner **Protect HB** hereby
3 elects to prepare the administrative record in this matter. This notice also serves as a request for
4 documents pursuant to the Public Records Act.

5 2). In accordance with California Rules of Court Rule 3.221, subd. (c), Petitioner hereby
6 serves the Alternative Dispute Resolution information package provided by the Superior Court
7 of the County of Orange, located on the Court's website at
8 <https://www.occourts.org/system/files/11200.pdf>. This document is attached as Exhibit A.

9
10 DATE: March 27, 2025

Respectfully Submitted,
CARSTENS, BLACK & MINTEER LLP

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13 By: 

14 Michelle N. Black
15 Attorneys for Petitioner
16 Protect HB
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EXHIBIT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.
- (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.
- (3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its website as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." Binding arbitration means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. Nonbinding arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, at 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the telephone directories under "Arbitrators" or "Mediators"

Low cost mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- OC Human Relations (714) 480-6575, mediator@ochumanrelations.org
- Waymakers (949) 250-4058

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) programs is available on the Court's website at www.occourts.org.

