# Judicial Dispute Resolution, Alberta Style

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**Background**

We style judicial settlement conferencing or judicial mediation as "Judicial Dispute Resolution" or "JDR" in Alberta. The Court of Queen's Bench has a lengthy history of involvement in the settlement process, and JDR is a regular assignment for all judges in the Court.

The Alberta Rules of Court deal with Dispute Resolution in Rules 4.16 to 4.21 (attached). The process was formalized in the Rules of Court in 2010, following a lengthy process managed by the Alberta Law Reform Institute to update the Rules of Court.

One of the important features of the "new" Rules of Court was to make a settlement process mandatory in the journey towards trial. JDR was one of the settlement processes contemplated with the mandatory settlement process provision, along with private mediation. Unfortunately, demand for JDR outstripped the available resources, and the Chief Justice and Associate Chief Justice determined in February, 2013 that mandatory settlement processes were actually slowing down the trial process and the requirement that a settlement process take place before a matter could be set for trial was suspended.

Along with the suspension came a reduction in the availability of JDRs, with both Edmonton and Calgary JDRs being cut at least in half. Nevertheless, hundreds of JDRs continue to be conducted in Alberta on an annual basis, with a high level of resolution and satisfaction.

There is no "standard" style or template for JDR in Alberta. Many of the judges have taken the judicial settlement conferencing programs through the National Judicial Institute and are familiar with the NJI's six step program (modeled to some degree on fairly standard facilitative mediation techniques taught through the Canadian Mediation and Arbitration Society and its affiliates).

That being said, JDR in Alberta varies from judge to judge, such that there are JDR styles that vary from almost entirely evaluative to almost entirely facilitative. Some judges caucus; others do not. Some judges (such as myself) will do binding JDRs. Some judges will not do JDRs when one or both of the parties are self-represented; others will.

JDR in Alberta is scheduled by court trial coordinators, although the scheduling process resembles a lottery draw in some respects. Counsel are permitted to select a judge they want to conduct their JDR. Because of demand, family matters have first priority to available dates. Next come matters that have been waitlisted for JDRs on a previous occasion. Next are matters set for trial or are ready to be set for trial.

I am attaching the Trial Coordinator's "rules" for scheduling JDRs.

The court calendar is posted on the court's website and shows what weeks each judge is doing JDRs. Our calendars are scheduled in three segments, spring (January to June), summer (July and August) and fall (September through December). The schedule is usually posted about two months before the beginning of the segment. Counsel (and litigants) have approximately a week to check on availability of other counsel and match availability with the judge or judges of their choice.

The court calendar shows what judges are available, and provides information on each judge as to whether he or she will do binding JDRs, will caucus. Attached is the Edmonton assignment sheet posted for March through June, 2016.

Requests for JDRs are submitted to the trial coordinator by email starting at 7:30 on the appointed day and are dealt with in order of the time the email comes in, subject to the above priorities.

So my comments below reflect my style and more what I do rather than what I say should be done. I have faithfully taught facilitative settlement conferencing through the NJI but in reality vary my style and practices according to the nature of the dispute, the disputants and their counsel.

**My typical JDR**

My JDR world has changed over the last few years. While our availability has been reduced, demand has not. I am one of a minority of judges in Edmonton who will do binding JDRs. The family law bar has largely determined that non-binding JDRs are not particularly desirable, but they are keen on binding JDRs. My understanding is that because of the preparation requirements for most JDRs, the family law bar finds that the cost of a JDR is too great to risk the matter not settling.

While that worry is statistically unwarranted, as a study conducted by Associate Chief Justice John Rooke a few years ago showed, a very high percentage of JDRs settled at the hearing itself, and of the ones that did not settle immediately, a large number settled fairly shortly after the hearing.

However, as JDR is presently a voluntary process in Alberta, one side may be prepared to do a non-binding JDR but the other side will not, so the default is no JDR.

The costs are significant, because most judges require a pre-JDR conference, briefs are required and the JDR itself is set for a full day. Essentially, the process resembles in many ways a one day trial, with no provision for costs at the end of it.

So the family law JDRs that proceed are generally binding ones, and since I do binding JDRs, and since family matters take precedence over other types of disputes, my available slots are invariably filled by binding family JDRs. It has probably been a couple of years since I have JDR'd a non-family dispute.

Thus I am a little rusty on non-binding JDRs.

I'll start describing a binding JDR.

**Binding JDR**

My slots will be taken anywhere from 6 weeks to 4 months before the JDR itself. My assistant contacts counsel (or the parties, if there are self-represented litigants involved). A pre-JDR conference will be arranged.

If the parties are local, I will have a face-to-face meeting in my office (if there are lawyers) or a conference room (if there are self-reps). Clients are not included in the pre-JDR conference, unless they are self-represented. If there are out-of-town counsel, I will permit them to appear by telephone, and will also let a self-rep appear by telephone if necessary, but I prefer to have self-reps face to face if possible.

The conference will generally be scheduled for an hour. At the conference, we will discuss the dispute so that I can get an idea about the nature of the issues and the parties' positions. I will canvas what counsel (or the parties) think are the barriers to settlement. I will ask the parties about settlement discussions without asking them what the offers or positions exchanged have been.

I will encourage (but not require) the parties to exchange reasonable settlement offers before the JDR itself.

I will discuss what I expect of counsel and the parties both by way of briefs and presentations at the JDR. I invariably warn counsel that I will spend more time talking to and with the parties themselves, and will discourage "position statements" and partisan advocacy.

As far as briefs are concerned, we discuss the timing of briefs, whether they will be simultaneous or responsive, and whether there will be reply briefs. I encourage the use of agreed documents but do not ask for agreed statements of fact unless they are offered. I try to be mindful of the cost of preparing for the JDR.

So far, I have not imposed any limits on the length of the written submissions or the quantity of documents provided but tell parties that I am not keen on reading examination for discovery/cross-examination transcripts or volumes of text or Facebook messages.

We will discuss the process for the JDR itself, to minimize surprises.

I rarely caucus during binding JDRs as I am not comfortable receiving information from one side in the absence of the other, when I may have to make a binding decision on the matter or at least an issue.

Finally, we will discuss the formal agreement for the JDR, as I will not do a binding JDR unless there is a satisfactory agreement in place, signed by the parties as well as counsel, agreeing to the terms and conditions of the JDR (confidential, final and binding, no appeal or judicial review and the results will be memorialized by way of a consent judgment).

I conduct the binding JDR like an interactive chambers application. Issues are identified, positions are stated and then discussed. My hope is to mediate a settlement so many of the techniques I use are similar to a non-binding JDR or facilitative mediation.

I will start with introductions and an opening, ensuring that the parties are aware of the "rules" established in the pre-JDR process. I demonstrate during this familiarity with the dispute so that the parties and their lawyers will understand that I have read the materials and have spent some time considering the matter. Essentially, I try to make the parties and counsel feel as comfortable as possible.

I do not ask for opening statements, but rather identify what I understand to be the issues to be resolved.

Our JDRs take place in conference rooms, without clerks and are not recorded. I have used a courtroom (with its available recording facilities) when self-reps are involved, recognizing that recording is considered to be a "best practice" in Alberta JDRs involving self-reps.

I do not generally ask for or permit "opening statements" by counsel as they tend to be too adversarial and do not set a particularly helpful tone for negotiations. I normally start with a discussion of the underlying facts, and will generally ask a lot of questions of the parties, trying to elicit "interests" which can later be used to facilitate negotiation and settlement options.

I will from time to time check in with counsel to make sure that their clients are not missing anything significant in the discussion of the facts.

When the facts have been discussed enough, at least to show where the factual disputes or issues are, I will then move to a discussion about the legal issues. At this stage, I will ask the lawyers for their brief submissions on the law, recognizing that I have read their briefs and am familiar with the case law they have submitted.

If the dispute involves money issues (support, matrimonial property), I make use of flip charts or white boards if they are available in the conference room (not all conference rooms have good props) finding that staring at flip charts or boards is a useful distraction from staring and glaring at each other and focuses the parties on the issues identified on the board.

I will generally suggest the order that we discuss potential resolution of the issues, inviting counsel to comment. For the issues, I try to use the mediation-style "brainstorming" although confess that I'm not particularly good about using the flip chart for suggested solutions. At some stage, negotiations will likely ensue. I tend to use a risk analysis approach early in the discussions, and may become more evaluative as discussions wear on, although am mindful that I do not want to cross any lines and be seen to be partisan or having made up my mind.

Many issues will resolve during these discussions. From time to time, the parties may wish to have private discussions with their lawyers, and the plenary session will be suspended. My technique at this stage is to encourage the parties to resolve the particular issue themselves. If they cannot agree, I will ask them if they are sure that they then want me to decide the issue for them. If they are at an impasse, and agree that I should decide the issue, I will "park" it. I do not find it helpful to make decisions along the way as that may diminish my ability to be facilitative as one of the parties may become distrustful.

Once all issues have been discussed in this way, I will come back to the unresolved ones, and have a further discussion about them.

After I'm satisfied that everything that can usefully be done at the session has been done, I will announce that. I'll confirm what they've agreed, and confirm what they want me to decide.

Because of the binding nature of my decision, I generally provide a written decision. It will be comprehensive enough to give the parties and counsel the factual and legal basis for my decision on each issue left to me, but will be less "polished" than an on-the-record decision.

Normally, I send out a draft decision, asking for comments on patent errors and seeking confirmation that I have dealt with all of the issues left to me. I do not invite re-argument, but because of the final and binding nature of the decision, want to make sure that I haven't missed something, or made an obvious error.

Once that process is complete, I will finalize the decision, and appoint one of the counsel to draft the consent judgment or order. I make it clear that I will retain jurisdiction to finalize the formal judgment.

Because of the confidential nature of the JDR, any written decision is for the parties only and is not filed.

I'd like to say that I have a perfect record of resolving all of my binding JDRs, but have found on at least two occasions that I was unwilling to continue in the process. While the process is binding on the parties, I do not consider myself bound to make a decision when I conclude that it would be unfair, unjust or inappropriate to do so.

**Non-binding JDRs**

For what I might describe as a conventional JDR, I tend to follow in a general way the NJI "6 step" program. My pre-JDR meeting is pretty much the same as with a binding JDR, although I will generally enquire as to the specifics of any settlement offers the parties have exchanged so that I will have an idea of the gaps to bridge.

I will discuss the parties' expectations for the JDR and the extent to which the parties want a facilitative JDR versus a more evaluative process. Since there are widely different styles and practices in the Court of Queen's Bench and its sixty plus judges who do JDRs, some counsel prefer an evaluative process and are less comfortable with facilitation. That is particularly the case with injury cases and wrongful dismissal cases.

I am not as keen on evaluative JDRs, but will accommodate counsel if that is what they believe will be the most effective and helpful process to resolve their dispute. Typically, I follow a facilitative process.

I will also discuss caucusing, and whether the parties want to use that. If they do, I have no problem with that, but make it clear that I will not commit to keep the parties' secrets. I advise them that if they tell me something, I must have the ability in my discretion to disclose the information to the other side. Because I recognize that my own style and nature may bleed into some evaluation (or

evaluative non-verbal communication) I am uncomfortable with information that cannot be shared but which is given to me to influence my thinking in some way.

I tend to use caucusing as a last resort, when plenary sessions are bogged down or appear unproductive. They are very helpful in finding out what the barriers are.

I involve the parties more than their lawyers, spend little of the allotted time discussing or debating legal issues, and focus on solutions.

Typically, when the parties are focusing their efforts on settling the dispute, there will be negotiations, breaks, caucusing and the exchange of offers. That is a process that generally lends itself to resolution.

When the parties are more in tire-kicking mode or bargain seeking, I have been less successful (or effective) in generating serious negotiations and offers. At some stage, when I've exhausted my tool box or bag of tricks, I will call an end to that phase of the process and determine whether the parties want me to weigh in in a more evaluative manner. If the answer is yes, I will normally retire for enough time to sketch out a "decision" of sort and will deliver it. That often occupies a lunch break, so the parties can have a break and come back to my evaluative comments.

Generally, I will provide a risk analysis, but with some comment as to where I see the risks and give a range of probabilities, qualified by the limited scope of the information before me and the time to spend with it. I will also invite the parties to question me on my analysis, which I think is one of the most valuable things that can be done for them at this stage.

Being able to question the judge as to his or her thought processes, what he found significant and what was "chaff" can be very valuable for the parties. It is also somewhat unique, as you don't get to cross-examine a trial judge as to his or her thought process in arriving at the decision.

After doing this, I will offer to stay involved in the parties' further negotiations to the extent that they think that will be helpful.

My experience at this stage is mixed. Sometimes the parties will thank me and then meet without me to discuss settlement themselves. Other times, I will then be asked to caucus. I am not uncomfortable conducting Henry Kissinger style room to room offers, and have no "rules" as to how many offers I will carry.

I make it clear to the parties that I will stay involved as long as I think that I am being useful and there remains some reasonable hope that the matter will settle.

I settle most of my JDRs, but not all. Indeed, I am led to believe that some of my colleagues have a higher success rate than do I if success is measured by the fact of resolution.

**Conclusion**

My experience after some nine years of doing JDRs is that one size does not fit all. Each JDR seems to take its own course. I try to adapt my style to what I perceive to be the needs of the parties and

their counsel. I suppose if I had to describe my own style, instead of being evaluative or facilitative, I would characterize it as "flexible".

April 29, 2016

Edmonton, Alberta

# DIVISION 3
## DISPUTE RESOLUTION BY AGREEMENT

## Subdivision 1
### Dispute Resolution Processes

**Dispute Resolution Processes**

**4.16(1) The responsibility of the parties to manage their dispute includes good faith participation in one or more of the following dispute resolution processes with respect to all or any part of the action:**

- **(a) a dispute resolution process in the private or government sectors involving an impartial third person;**
- **(b) a Court annexed dispute resolution process;**
- **(c) a judicial dispute resolution process described in rules 4.17 to 4.21 [*Judicial Dispute Resolution*];**
- **(d) any program or process designated by the Court for the purpose of this rule.**

**(2) On application, the Court may waive the responsibility of the parties under this rule, but only if**

- **(a) before the action started the parties engaged in a dispute resolution process and the parties and the Court believe that a further dispute resolution process would not be beneficial,**

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1 **DeBona v. DeBona** 2012 ABQB 720, [2012] AR Uned 848 (Nov 21). On fixing the issues for trial, see **Paniccia Est. v. Toal (#1)** 2012 ABCA 397, 539 AR 349, [2013] 3 WWR 1.

2 **DeeThree Expl. v. Cabot Petr. Can. Corp.** 2012 ABQB 450, [2012] AR Uned 860 (Jul 13) (¶ 16).

3 R. 4.10n.

**(b) the nature of the claim is not one, in all the circumstances, that will or is likely to result in an agreement between the parties,**

**(c) there is a compelling reason why a dispute resolution process should not be attempted by the parties,**

**(d) the Court is satisfied that engaging in a dispute resolution process would be futile, or**

**(e) the claim is of such a nature that a decision by the Court is necessary or desirable.**

**(3) The parties must attend the hearing of an application under subrule (2) unless the Court otherwise orders.**

The new Rules make dispute resolution mandatory, and the court refused to dispense with it.[1] Parties cannot get R. 4.16 waived just for the asking, or by consent. A judicial dispute resolution might at least clarify the issues, and give the parties the benefit of an independent opinion about the merits.[2] The court stresses the foundational Rule and the fact the old Rules had no such provision, and quotes criteria from Ontario for requiring or waiving judicial dispute resolution. Strength of the plaintiff's claim is not enough. **Semble** futility is not enough to waive? Nor is intransigeance of one party. Requiring a judicial dispute resolution will often produce an unexpected settlement. The aim is not just large movement by both sides. Sometimes it is to persuade one side that it will likely lose a trial.[3] The need for dispute resolution process before trial was not waived in a domestic case.[4]

Limitation periods apply to arbitration proceedings, and an interpretation that would have made them meaningless was rejected. That means that if within the limitation period a statement of claim is issued but nothing is done to start arbitration, the claim is dead.[5]

Information Note

Note that under rule 8.4(3) [*Trial date: scheduled by court clerk*], the court clerk cannot schedule a trial date unless satisfactory evidence is produced that the parties have participated in a dispute resolution process or the Court, by order, waives this requirement under rule 4.16(2). If the Court sets a trial date under rule 8.5 [*Trial date: scheduled by the Court*] the Court may, if the conditions of rule 4.16(2) are met, give a waiver of that rule at that time.

Defined Terms

claim, Court, rules

Related Provisions

4.2 (what the responsibility to manage litigation includes)

1 **IBM Can. v. Kossovan**, below (in a suit against former employees for fraud. The plaintiff wished to go right to trial, with a strong case with admissions, and the defendants lacked funds to pay the full claim.)

2 **Rampersaud v. Baumgartner** 2012 ABQB 673, 88 Alta LR(5th) 214.

3 **IBM Can. v. Kossovan** 2011 ABQB 621, 528 AR 1, 59 Alta LR(5th) 69 (Oct 24).

4 **Cliff v. Cliff** 2012 ABQB 174, [2012] AR Uned 219 (Mar 13). Self-represented defendant had been convicted of assault against the plaintiff now moving; no evidence of undue psychological harm to the plaintiff, who had a lawyer; that the defendant does not, is not sufficient ground to waive.

5 **HOOPP Realty v. A.G. Clark Hldg.** 2014 ABCA 20, Edm 1303 0195 AC (Jan 15).

## Subdivision 2
Judicial Dispute Resolution

### Purpose of Judicial Dispute Resolution

**4.17 The purpose of this Subdivision [*Judicial Dispute Resolution*] is to provide a party-initiated framework for a judge to actively facilitate a process in which the parties resolve all or part of a claim by agreement.**

Defined Terms
claim, judge

Related Provisions
10.31(2)(c) (no costs for ADR).

### Judicial Dispute Resolution Process

**4.18(1) An arrangement for a judicial dispute resolution process may be made only with the agreement of the participating parties and, before engaging in a judicial dispute resolution process, and subject to the directions of the presiding judge, the participating parties must agree to the extent possible on at least the following:**

- **(a) that every party necessary to participate in the process has agreed to do so, unless there is sufficient reason not to have complete agreement;**
- **(b) rules to be followed in the process, including rules respecting**
  - **(i) the nature of the process,**
  - **(ii) the matters to be the subject of the process,**
  - **(iii) the manner in which the process will be conducted,**
  - **(iv) the date on which and the location and time at which the process will occur,**
  - **(v) the role of the judge and any outcome expected of that role,**
  - **(vi) any practice or procedure related to the process, including exchange of materials, before, at or after the process,**
  - **(vii) who will participate in the process, which must include persons who have authority to agree on a resolution of the dispute, unless otherwise agreed, and**
  - **(viii) any other matter appropriate to the process, the parties or the dispute.**

**(2) The parties who agree on the proposed judicial dispute resolution process are entitled to participate in the process.**

**(3) The parties to a proposed judicial dispute resolution process may request that a judge named by the parties participate in the process.**

Information Note

The parties to a JDR process cannot, of course, bind a judge to participate in the process. The parties should find out in advance whether their proposed process gives a judge any difficulty. If the judge is not willing to participate in the process agreed on by the parties, the parties are free to seek the assistance of another judge.

If the parties agree and a judge is willing, the judge may assist the parties in working out a JDR process.

Defined Terms

judge, rules

Related Provisions

4.14(1)(e) (authority of case management judge); 10.31(2)(c) (no costs for JDR); 13.1 (any judge can act); 14.60 (dispute resolution on appeal).

## Documents Resulting From Judicial Dispute Resolution

**4.19 The only documents, if any, that may result from a judicial dispute resolution process are**

**(a) an agreement prepared by the parties, and any other document necessary to implement the agreement, and**

**(b) a consent order or consent judgment resulting from the process.**

Defined Terms

judgment, order

Related Provisions

5.8n (privilege); 5.25 (scope of questioning).

After a judicial dispute resolution, one party contended that the result was binding, though before the judicial dispute resolution the appellant had refused to sign a draft agreement saying it would be binding. The parties reached no agreement, nor was there a consent order or consent judgment. Rule 4.19 says that only an agreement prepared by the parties, or a consent order or consent judgment resulting, is a document that may result from a judicial dispute resolution. An appeal from the judicial dispute resolution judge's order was allowed.[1]

## Confidentiality and Use of Information

**4.20(1) A judicial dispute resolution process is a confidential process intended to facilitate the resolution of a dispute.**

**(2) Unless the parties otherwise agree in writing, statements made or documents generated for or in the judicial dispute resolution process with a view to resolving the dispute**

**(a) are privileged and are made or generated without prejudice,**

**(b) must be treated by the parties and participants in the process as confidential and may only be used for the purpose of that dispute resolution process, and**

1 **Dueckman v. Dueckman** 2013 ABCA 306, Calg 1301 0100 AC (Oct 9).

**(c) may not be referred to, presented as evidence or relied on, and are not admissible in a subsequent application or proceeding in the same action or in any other action, or in proceedings of a judicial or quasi-judicial nature.**

**(3) Subrule (2) does not apply to the documents referred to in rule 4.19 [*Documents resulting from judicial dispute resolution*].**

Defined Terms
claim

Related Provisions
5:8n (privilege); 5.25 (scope of questioning).

Admitting a draft bill of costs at a judicial dispute resolution session is without prejudice and privileged.[1]

## Involvement of Judge After Process Concludes

**4.21(1) The judge facilitating a judicial dispute resolution process in an action must not hear or decide any subsequent application, proceeding or trial in the action without the written agreement of every party and the agreement of the judge.**

**(2) The judge facilitating a judicial dispute resolution process must treat the judicial dispute resolution process as confidential, and all the records relating to the process in the possession of the judge or in the possession of the court clerk must be returned to the parties or destroyed except**

**(a) the agreement of the parties and any document necessary to implement the agreement, and**

**(b) a consent order or consent judgment resulting from the process.**

**(3) The judge facilitating a judicial dispute resolution process is not competent to give evidence nor compellable to give evidence in any application or proceeding relating to the process in the same action, in any other action, or in any proceeding of a judicial or quasi–judicial nature.**

See **Kyle v. Kyle.**[2]

Defined Terms
court clerk, judge, judgment, order

Related Provisions
Rules 4.17 to 4.21 codify the Judicial Dispute resolution process that existed prior to Nov. 1, 2010

1 **Adeshina v. Litwiniuk & Co.** 2010 ABQB 80, 483 AR 81 (¶'s 132 ff.).
2 R. 4.10n.

**Judicial Dispute Resolution**
**Booking Request Form**
**Judicial Centre of**

**Action Number(s):**

**Style of Cause:**

**Booking Priority as per the Notice to the Profession #2013-2 of April 29, 2013:**
*If your matter is set for trial, please attach a copy of your Form 37 to the e-mail when submitting this form.

**Has the case been previously wait listed?** ☐ **Yes** ☐ **No**
*If yes, please submit a copy of the previous request by attaching a copy to the e-mail when submitting this form.

**Dates Requested (in order of preference):**
Please use the plus (+) and minus (-) buttons to add and delete fields

**Date:** **Presiding Justice:**

☐ **Non-Binding** ☐ **Binding**

**Duration:**

**Are these dates agreeable to all parties?** ☐ **Yes** ☐ **No**

**Please indicate the following:**
Please use the plus (+) and minus (-) buttons to add and delete fields

**Name of Counsel/Party:** **Contact Information:** **Representing:**

Law Firm, Address, Phone, Fax and E-mail

**Estimated number of trial days, should the matter not be resolved:**

**Number of individuals expected to attend:**

**Additional Comments to JDR Coordinator:**

**Party submitting this request:**

**Name:**

**Phone Number:**

**E-mail:**

PLEASE NOTE: Forms received prior to 7:30am on the designated priority booking date will not be considered and will be deleted. Also, incomplete forms or forms without the proper documentation attached may also be deleted. The JDR Coordinator will be in contact with booking parties within 2 weeks after booking has commenced to advise you of whether and when your matter has been booked.

**March 29, 2016**

**Booking Procedures in Calgary & Edmonton for JDRs for the Summer Term (July – August, 2016):**

The following procedures will apply for this purpose, as follows:

1. The list of available dates and assigned JDR justices has now been posted on this web site.

2. No bookings will be permitted until 7:30 am on Monday April 4, 2016
3. Bookings **must**:

a. be made by completing, in full, the JDR Booking Request Form, which is located on the Alberta Courts Website under Court of Queen's Bench, Assignments. **Please note that all fields on the form are mandatory. As such, if the form is not completed in full, it cannot be submitted.

b. relate to one JDR only.

c. please submit your request only on the date in which your priority falls under.

d. booking priorities apply to the first week of release of the new term schedule; after this time., all matters are booked on a first come, first serve basis.

4. Booking priority will be given per Notice to the Profession #2013-2 of April 29, 2013 as outlined below:

(a) for the first 24 hours, April 4, 2016 - Family Law
(b) for the next 24 hours, April 5, 2016, those added to the "wait list" in the first three months of the last Fall or Spring terms.
(c) for the next 24 hours, April 6, 2106, all others that are ready for trial (with a filed or unfiled form 37, duly executed by all parties attached); and
(d) for the next 24 hours, April 7, 2016 and subsequent days, any case.

**Note: Please indicate in your "SUBJECT" line upon which priority/ies you will be relying and a brief Style of Cause.**

**Note: If the case has been previously "wait listed", please provide the JDR coordinator with a copy of the previous request.**

5. Forms received prior to the 7:30 am booking start time will not be considered and may be deleted. The JDR coordinator will be in touch with booking parties within 2 weeks after booking commences to advise you of whether and when your matter has been booked, so please provide all contact information in your booking form.

6. If you have any questions about the above, address them to:

- Calgary - JDRBookingsCalgary@albertacourts.ca
- Edmonton - JDRBookingsEdmonton@albertacourts.ca

# EDMONTON JDR ASSIGNMENTS - MARCH 2016 - JUNE 2016

***2015/16 LEGEND***

| | |
|---|---|
| • | JDR booked. |
| X | N/A |
| | Binding available |
| | Binding depending on circumstances |
| | Caucusing available |
| | Caucusing depending on circumstances |
| | Binding on Family matters ONLY |

***All judges will conduct non-binding JDRs.***

***Associate Chief Justice Rooke is available by special request.***

| Name/Date | February/March | | | | | Name/Date | March | | | | | Name/Date | March | | | | | Name/Date | March | | | | | Name/Date | March/April | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 29 | 1 | 2 | 3 | 4 | | 7 | 8 | 9 | 10 | 11 | | 14 | 15 | 16 | 17 | 18 | | 21 | 22 | 23 | 24 | 25 | | 28 | 29 | 30 | 31 | 1 |
| Manderscheid, | X | | X | | | Pentelechuk, J. | X | • | X | • | • | Michalyshyn, J. | X | • | X | • | • | Sulyma, J. | X | • | • | X | X | Shelley, J. | X | X | • | X | • |
| Browne, J. | X | • | X | | | Little, J. | X | • | X | • | | Simpson, J. | X | • | X | | • | Nielsen, J. | X | • | X | X | X | Manderscheid, | X | X | • | X | |

| Name/Date | April | | | | | Name/Date | April | | | | | Name/Date | April | | | | | Name/Date | April | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 4 | 5 | 6 | 7 | 8 | | 11 | 12 | 13 | 14 | 15 | | 18 | 19 | 20 | 21 | 22 | | 25 | 26 | 27 | 28 | 29 |
| Little, J. | X | • | X | • | • | Germain, J. | X | X | • | • | • | Crighton, J. | X | • | X | • | • | Germain, J. | X | X | • | • | • |
| | | | | | | Michalyshyn, J. | X | X | • | X | • | Browne, J. | X | • | X | • | • | Pentelechuk, J. | X | | X | • | |

| Name/Date | May | | | | | Name/Date | May | | | | | Name/Date | May | | | | | Name/Date | May | | | | | Name/Date | May/June | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2 | 3 | 4 | 5 | 6 | | 9 | 10 | 11 | 12 | 13 | | 16 | 17 | 18 | 19 | 20 | | 23 | 24 | 25 | 26 | 27 | | 30 | 31 | 1 | 2 | 3 |
| Goss, J. | X | • | X | • | • | Greckol, J. | X | • | X | • | | Manderscheid, J. | X | X | • | • | • | Graesser, J. | X | X | • | X | X | Moreau, J. | X | X | X | X | • |
| Little, J. | X | | X | • | • | Simpson, J. | X | | X | • | • | Little, J. | X | • | X | • | • | Yungwirth, J. | X | X | | X | • | Renke, J. | X | X | X | X | • |

| Name/Date | June | | | | | Name/Date | June | | | | | Name/Date | June | | | | | Name/Date | June/July | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 6 | 7 | 8 | 9 | 10 | | 13 | 14 | 15 | 16 | 17 | | 20 | 21 | 22 | 23 | 24 | | 27 | 28 | 29 | 30 | 1 |
| Graesser, J. | X | • | X | • | • | Goss, J. | X | • | X | • | • | Sulyma, J. | X | • | X | • | • | Clackson, J. | X | • | X | • | X |
| Pentelechuk, J | X | • | X | • | • | Yungwirth, J. | X | • | X | • | • | Manderscheid, J. | X | • | X | • | • | Renke, J. | X | • | X | • | X |

| Name/Date | Jul-16 | | | | | Name/Date | July | | | | | Name/Date | July | | | | | Name/Date | July | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 4 | 5 | 6 | 7 | 8 | | 11 | 12 | 13 | 14 | 15 | | 18 | 19 | 20 | 21 | 22 | | 25 | 26 | 27 | 28 | 29 |
| Nielsen, J. | X | • | X | • | | Crighton, J. | X | • | X | | | Simpson, J. | X | | X | • | • | Pentelechuk, J. | X | | X | | |

| Name/Date | Aug-16 | | | | | Name/Date | August | | | | | Name/Date | August | | | | | Name/Date | August | | | | | Name/Date | August/Sept | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | | 8 | 9 | 10 | 11 | 12 | | 15 | 16 | 17 | 18 | 19 | | 22 | 23 | 24 | 25 | 26 | | 29 | 30 | 31 | 1 | 2 |
| Pentelechuk, J | X | X | • | X | • | Ouellette, J. | X | X | • | • | | Yungwirth, J. | X | • | X | | | Goss, J. | X | | X | | | Browne, J. | X | • | X | • | |



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