


United States District Court
Southern District of Texas
ENTERED

March 27, 2026

Nathan Ochsner, Clerk of Court

By Deputy Clerk 

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

IN THE MATTER OF
AMENDMENTS TO
LOCAL RULE 16.4 ALTERNATIVE
DISPUTE RESOLUTION

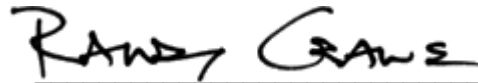
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GENERAL ORDER NO. 2026-04

ORDER

The Court proposed amendments to Local Rule 16.4 Alternative Dispute Resolution. The amendments have been approved by the Judicial Council of the Fifth Circuit through its Rules Committee. Local Rule 16.4 is ADOPTED by the court effective March 27, 2026.

Signed the 27th day of March 2026.



RANDY CRANE
CHIEF JUDGE

SOUTHERN DISTRICT OF TEXAS LOCAL RULE 16
(ALTERNATIVE DISPUTE RESOLUTION)

LR16.4. Alternative Dispute Resolution. Pursuant to 28 U.S.C. § 652 (1998) and to facilitate the settlement or narrowing of issues in civil actions, the Court adopts the following Alternative Dispute Resolution Program:

16.4.A. *ADR Methods Available.* The Court approves the use of the following ADR methods in civil cases pending before district, magistrate, and bankruptcy judges: mediation, early neutral evaluation, mini-trial, summary jury trial, and, if the parties consent, non-binding arbitration pursuant to 28 U.S.C. § 654 (1998) (collectively, “ADR”). A judge may approve any other ADR method the parties suggest, and the judge finds appropriate for a case.

16.4.B. *Timing of ADR Decision.*

1. Before the initial conference and within 60 days after the deadline for close of discovery in a case, counsel are required to discuss with their clients and with opposing counsel the appropriateness of ADR in the case.
2. At the initial pretrial conference and at docket call, the parties shall advise the judge of the results of their discussions concerning ADR. At that time and at other conferences, if necessary, the judge will explore with the parties the possibility of using ADR. The judge may require the use of mediation, early neutral evaluation, and, if the parties consent, non-binding arbitration pursuant to 28 U.S.C. § 654 (1998).

16.4.C. *ADR Referral.* A judge may refer any civil case to ADR on motion of any party, on the agreement of the parties, or on its own motion. If the parties agree upon an ADR method or provider, the judge will respect the parties’ agreement unless the judge believes another ADR method or provider is better suited to the case and parties. The authority to refer a case to ADR does not preclude the judge from suggesting or requiring other settlement initiatives.

16.4.D. *ADR Provider.* In addition to ADR certified providers, all Southern District of Texas district judges, magistrate judges, and bankruptcy judges are authorized to act as mediators or neutrals in matters where they are not the presiding judge and do not have any conflicts of interest with the parties involved.

16.4.E. *Opposition to ADR Referral, ADR Method or ADR Provider.* A party opposing, in a particular case, either the ADR referral, ADR method, or the appointed ADR provider must file written objections within ten days of entry of the order for ADR and must explain the reasons for any opposition. The objections and related submissions shall be filed with the judge presiding over the case.

16.4.F. Attendance; Authority to Settle. Party representatives (in addition to litigation counsel) with authority to settle and all other persons necessary to negotiate a settlement, such as insurance carriers, must attend the ADR proceeding either in person or remotely.

16.4.G. Fees. The provider and the parties generally will determine the fees for each ADR proceeding. However, the judge presiding over a case has the right to review the reasonableness of fees and to adjust them as appropriate. Active and senior judges who serve as mediators or neutrals will not charge fees.

16.4.H. Binding Nature. The results of all ADR proceedings approved by this rule are nonbinding unless the parties agree otherwise in a written agreement or by announcement in open court.

16.4.I. Confidentiality, Privileges and Immunities. All communications made during ADR proceedings (other than communications concerning scheduling, a final agreement, or ADR provider fees) are confidential, are protected from disclosure, and may not be disclosed to anyone, including the Court, by the provider or the parties. Communications made during ADR proceedings do not constitute a waiver of any existing privileges and immunities. The ADR provider may not testify about statements made by participants or negotiations that occurred during the ADR proceedings. This provision does not modify the requirements of 28 U.S.C. § 657 (1998) applicable to non-binding arbitrations.

16.4.J. Standards of Professional Conduct and Disqualification of ADR Providers.

1. All providers are subject to disqualification pursuant to standards consistent with those set forth in 28 U.S.C. § 455 (1988). In addition, all ADR providers are required to comply with the State Bar of Texas Alternative Dispute Resolution Section's Ethical Guidelines for Mediators, and the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the American Arbitration Association and the American Bar Association.
2. Issues concerning potential ADR provider conflicts shall be raised with the judge presiding in the case relating to the ADR proceeding.

16.4.K. Conclusion of ADR Proceedings. Within 14 days of completion of the proceeding, the parties jointly must file a memorandum in the case stating the style and civil action number of the case; the names, addresses, and telephone numbers of counsel and party representatives in attendance; the type of case; the name of the ADR Provider, the ADR method used; whether the case settled; and the fees paid to the ADR provider. This reporting provision does not apply to non-binding arbitrations conducted pursuant to 28 U.S.C. § 654.