"What did you say?": Semantic Polysemy in California Juvenile Dependency Dispute Resolution

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Abstract:

Non-adversarial resolution of dependency cases is a statutorily mandated practice in California. Practitioners in California Juvenile Dependency courts attempt to settle cases without litigation, relying instead on negotiation between the various parties using informal discourse. This discourse utilizes polysemous dependency terms affecting the contextual understanding of statements by creating underlying ambiguity. The ambiguity of these terms creates communicative interference by engendering misunderstanding, lack of specificity and other communication problems. By recognizing polysemous qualities of core terms used in dependency discourse, practitioners can communicate more effectively and efficiently when resolving cases.
Semantics is the science of meaning, and is an important part of communication and dispute-resolution. Unfortunately, a ‘semantic difference’ is usually thought of as de minimis, as in the phrase “it is merely semantics” or “we’re just arguing semantics.” However, far from being de minimis, semantic polysemy of common terms used by juvenile dependency professionals can hinder settlement and negotiation. This article argues that by examining the polysemous nature of core terms used in settlement discourse between dependency practitioners, we can illustrate barriers to case resolution, and structure more effective ways for parties to communicate. This article will first discuss the background of California Juvenile Dependency law. The second section of this article discusses Polysemy, and the specific semantic and communicative problems which polysemy engenders. The third section discusses core words and signs in dependency discourse which are polysemous, and create semantic problems. The fourth section concludes by describing proposed strategies for avoiding and mitigating these structural problems in case resolution.

I: California Juvenile Dependency Law.

A: Background

California juvenile dependency is an area of law dealing with the civil removal of children from parental custody. Dependency law is administered through the juvenile court system, a network of specially designated juvenile courts which handle both delinquency and dependency matters. Attorneys who work in juvenile dependency must meet minimum requirements, and generally be ‘certified’ by local court systems to practice in this area. In part, this is because of the complexity of dependency law, and the recognition that practice may touch upon a variety of interconnected areas including constitutional theory, family law, civil law and criminal law. In addition, practitioners typically have a moderate to advanced understanding of child abuse, neglect, child development, and psychology.

There are three major parties in the juvenile dependency system. The first party is the child (or sibling group of children) who have been removed from parental custody. California law provides that children who are subject of juvenile dependency petitions be appointed counsel, as well as a Guardian-Ad-Litem under the federal Child Abuse and Prevention Act (CAPTA). Generally, one attorney may either represent one child, or a sibling group. In addition, in most situations, counsel for the children also functions as the default Guardian-Ad-Litem, although in certain circumstances a separate GAL may be appointed to resolve a potential conflict of interest. (For instance, if an attorney discovers a conflict among siblings.)

The second party are the caregivers of the child. Usually these caregivers are parents of the removed child(ren). In many cases there is one set of biological parents, and attorneys are appointed for both mother and the father. However, if multiple children are removed from the home, there may be more than two parents within a case, necessitating additional counsel. For instance, if mother has one biological child with Father A, and a second child with Father B, but
resides with Father A, all three parents may be appointed counsel.

Additionally, the caretaker from whom the children are removed does not necessarily need to be the biological ‘parent.’ It is certainly not uncommon for children, step-children, grand-children, cousins etc., to reside together in the same home, and for relatives to function as guardians. A removal from a legal guardian carries with it the same general procedure as removal from a parent. In certain circumstances, this may also necessitate appointing counsel for both the guardian and the parent.

The third party is the removing agency. This agency is usually a local government department and may be called the “Department of Social Services” or “Child Welfare Services,” or a similar agency title. The removing agency functions as the petitioner in the juvenile dependency case and is represented by government counsel. It is typical of the removing agency to assign a social worker to a particular case who will communicate directly with the government counsel, and act as a physical client. However, although this worker functions as a party in court, the removing agency itself is the party.

The typical dependency case follows a fairly well established timeline. The initial stage of a case is the pre-jurisdiction phase. In this phase, the child is removed from their parent or guardians and a petition is filed by the removing agency alleging abuse or neglect. The court sets an initial petition hearing, which is colloquially referred to as a “Detention Hearing.” At the Detention Hearing, the court decides whether to maintain the minor in protective custody, appoints counsel for the parents, and receives the “plea” from each parent (usually a general denial). The Detention Hearing may also be ‘contested’ by the parent on a number of grounds, including factual sufficiency of the petition, and the sufficiency of evidence related to keeping the minor in temporary custody. In most cases, the court retains the minor in protective custody and sets a Jurisdiction Hearing, as well as pre-trial hearings/conferences. The court will also issue interim orders related to the minor’s placement and welfare. Generally the court grants the removing agency authority over the minor’s care, as well as authorizing visitation between the minor and his parents and ordering evaluation of relatives who desire placement of the minor.

The second stage of a case is the Jurisdictional phase, which encompasses the time after the Detention Hearing, and the Jurisdiction hearing itself. The Jurisdiction Hearing is a fact-finding hearing not unlike a criminal trial. During this hearing the court determines whether or not the allegations in the petition are true by a preponderance of the evidence. The Jurisdiction hearing may be contested in roughly the same manner as a criminal trial, with the exception that the court, and not a jury, will determine factual truth. Likewise, if the parties negotiate a settlement, a plea or “submission” may be taken in roughly the same manner as a criminal plea. In most cases, every effort is made to arrive at a settlement, in accordance with the statutory admonishment to conduct dependency in as non-adversarial a manner as possible.

If the court fails to find the petition legally true, the court will not take jurisdiction over the minor, and the case is dismissed. The minor would then be subsequently returned to the parent
or guardians. If the court does find the petition true, several things happen. First, the court asserts that the children fall within the "jurisdiction" of the juvenile court as delineated in section 300 of the Welfare and Institutions Code. This section provides a number of bases for jurisdiction including physical abuse, emotional abuse, sexual abuse, neglect, refusal to return home etc. The court then declares the minors dependents, and sets (or conducts) a Disposition Hearing.

The third phase is the Disposition\Reunification Phase, and encompasses the Disposition Hearing, and the time provided to the parents to reunify with their children. At the Disposition Hearing the court will determine if the children should be 'legally' removed from parental custody. The court will also determine if the parents are entitled, or should be provided, reunification services. Reunification services are services provided by the government that are designed to eliminate the problem giving rise to the removal. The ultimate goal of reunification services is to facilitate the reunification of the family. Reunification services are, with few exceptions, required by both federal and state law. In California, parents are provided six-months of reunification services if the youngest child is below the age of 3, and twelve months if the youngest child is above the age of 3. The time for reunification may also be extended to 18 months, and in rare cases, to 24 months from the date of removal.

Throughout the reunification phase the court will conduct periodic review hearings under section 366.21, 22, and 23 of the Welfare and Institutions Code. These hearings are colloquially titled the 6 Month, 12 Month, 18 Month and 24 Month Reviews and have differing legal standards for the setting and conduct of each hearing. Although the six and twelve month reviews are statutory provided for, and exemplify the length of time a parent may receive reunification services, further reviews (and reunification time) are discretionary. For instance, a parent may be statutorily entitled to a 12 Month Review if his child is 10 years old, but may not be entitled to an 18 Month Review if, at the time of the 12 Month Review, there is no substantial probability that the minor will be returned home.

If the minor is returned during the reunification period, it is customary for the court to maintain supervision for a six-month period. The period review hearing associated with a minor who remains a dependent, but has been returned to the home of his parent is a Family Maintenance Review Hearing (FMR). Theoretically, the court could extend supervision of the family indefinitely, however in practice a family will usually have one or two Family Maintenance Review hearings before the court terminates jurisdiction.

A “fourth” stage of a dependency case, and one which may function as an alternative to the reunification process, is “Permanency.” Here, even the author must allow for some semantic inadequacy as the term permanency is polysemous within the dependency field. In the context of this article, the author is utilizing the term to denote an alternative path of the dependency process separate from reunification. However the term permanency is also used within the context of reunification to denote the reunification process itself. Additionally, a twelve-month
review hearing is statutorily entitled a “permanency” hearing, though this name has little bearing on the actual process or substance of the hearing itself.

Assuming that the court does not offer reunification services to either parent, the court must select a permanent plan for the minor which is not based on reunification. The court would then set a Selection and Implementation hearing, colloquially referred to as a “26” hearing, to select the permanent plan of long-term foster care, guardianship, or adoption for the minor or minors. This process may also occur after the twelve, eighteen or twenty-four month review period if parental compliance with reunification services has been inadequate or ineffective at eliminating the underlying problems. In all circumstances, period review of the permanent plan is accomplished through hearings every six-months entitled Post-Permanency Review Hearings.

At all stages of the case, dependency parties are statutorily obligated to attempt to resolve disputes in the least adversarial method possible.

II: Polysemy.

Polysemy is a semantic property which describes a sign or word having multiple but related meanings (also referred to as ‘senses’) of a word. For instance the term, tape may signify a ribbon of sticky material used for affixing one object to another, or it might denote a cassette tape used for storing music. Likewise the term dish may signify the object on which food is served (“Hand me that dish, please.”), or it might denote the meal itself; (“This is an excellent dish.”). In the former example, the relationship between the two senses is the physical similarity of the object. In the latter case, the relationship is related to the use of that object in human activity. There are myriad semantic relationships governing the different senses of polysemous words. Indeed, some of these relationships may relate to themselves and reflect polysemous recursivity. Other relationships are related to human activity (“Let’s get coffee”, vs. “I drink coffee”), a visual association with an abstract concept (“He is slumped down” vs. “He is feeling down.”), or specificity (The author made an allusion vs. It is an allusion.) While the majority of words have some polysemous connection, related senses are contrasted with homonyms, which are words having unrelated senses. For instance, the term jerk is a homonymous term in that it means both to quickly pull something, but also means an unpleasant person.

Polysemy is generally thought of as a synchronic linguistic phenomenon, meaning that the addition of a ‘sense’ to a word does not obviate or eradicate the past definition. Thus many senses may be added to a word, and the older a word is, the more likely it is to have multiple senses. The specific practice of adding additional senses to a single term is associated with speakers of a language maximizing and organizing their mental lexicon, and is generally thought to be a natural byproduct of speakers of a language attempting to to add additional meanings to a single sign or word. The implication of this phenomenon for legal semantics is the idea that legal
practitioners are constantly modifying their mental lexicon to accommodate ongoing changes in the law. Thus many words within the law are polysemous.

Polysemy in communication is also closely related to *pragmatics*. *Pragmatic meaning* is the contextual understanding of an expression or statement, as influenced by the circumstances surrounding its utterance. Pragmatic meaning is highly important for deriving the meaning of a polysemous word, especially when the pronunciation of the two senses of a word are identical. The meaning of a sentence may be affected by variables including common information known to both parties, individual characteristics of the subject of the sentence, gender, age, past or future activities etc. For instance, the term “*lets get coffee sometime,*” can be interpreted many ways. The surface meaning of the sentence is that the speaker and another person may consume the beverage coffee at some point in the future. However, the *pragmatic* meaning of the sentence, derived from context, is that the speaker and another person (or people), may meet in person at some point in the future. Depending upon the nature of the present conversation and the relationship between the two speakers, it may also be an invitation to engage in an informal settlement negotiation (for example, two attorneys outside court suggesting they ‘get coffee’) or even a romantic invitation (two entrants of opposite sex at a speed-dating event).

In understanding polysemy it is important to note two observations. First, “...all words or morphemes display polysemy to a greater or lesser extent,” and secondly, language itself is a dynamic and flexible concept. In addition, researchers should be cautious when defining polysemy. The *type* of different meanings may reflect problems in interpretation rather than actual polysemy. For instance, the term word ‘beauty’ has been described as a “*fuzzy*” term because of the high level of subjectivity inherent in the meaning of the word. This ambiguity does not necessarily denote polysemy, but merely subjective gradation of the term depending on who is interpreting it, and what is being described. (It was a *beautiful* symphony, vs. a *beautiful* flower.)

**III: Shared Terms.**

Polysemy thrives in dynamic linguistic environments where there is a limited lexicon available for discourse. In such a situation, terms which are integral to discourse and frequently used can be appended by speakers for use as specialized terms. Dependency discourse is an excellent exemplar of this phenomenon. There are a number of terms which are used frequently by practitioners in juvenile dependency to negotiate and settle cases. These terms are both integral to settlement, common and polysemous. In many instances these core terms are also ‘terms-of-art,’ in the sense that they have a specific legal sense which is different from their colloquial understanding.

In dependency, core terms may have a variety of senses, many of which may not derive from any primary meaning. In part, this is because the cross-professional nature of juvenile
dependency requires a finite lexicon which can be utilized by a variety of professions. Practitioners must establish some linguistic ‘common ground’ through the creation of terms which embody aspects of dependency procedure, but which are also linguistically understandable and relatable. The result is a family of terms which have multiple, but usually closely related senses which are used in everyday dependency practice.

The ambiguity which is generated by confusion of senses can disrupt the transparency of communication. At the surface level, ambiguity can create individual message distortion and difficulty in message interpretation by the receiver. At higher levels of understanding, the ambiguity of one term may also affect the decoding of secondary terms, whose contextual meaning are dependent on prior accurate understanding. If multiple ambiguous terms are used in a message, the problem is increased exponentially. In short, practitioners may think they understand the message when something entirely different is being communicated.

There are three different core terms which can be examined as exemplars of polysemous ambiguity in dependency discourse. These terms are reunification, risk, and permanency.

Reunification refers to a variety of actions, nouns and times, and, unlike polysemous words which have a primary meaning and related derivative meanings, there does not appear to be a primary ‘meaning’ in dependency discourse from which other meanings derive. Said another way, the variety of meanings of the term ‘reunification’ are all equally independent, equally important, and inter-connected in such a way as to obviate the identification of a ‘primary’ meaning. For instance, reunification may refer to the court mandated process of reunifying a removed child with their parents, but may also refer to the period of time that it takes for a parent to reunify with their child. Reunification may refer to the parental responsiveness to intervention services themselves, as in the sentence “They are doing well in their reunification,” or it might refer to the court determination to provide parents with such services, as in the sentence “The parents will get reunification.” In the former sentence, it is unclear for the listener, without substantial contextual clues, to determine which meaning the speaker is referring to; the span of time, the quality of progress in services, or the process of reunification.

An example of how this discussion might play out is provided in the following dialogue:

1: Attorney 1: Will the parent’s get reunification?

2: Social Worker: I don’t know, they didn’t do well in their reunification in the previous case.

3: Attorney 2: It may be a moot point, my client may be incarcerated for a term exceeding reunification.

4: Social Worker: But their reunification now is going well.
In the foregoing conversation, line 1 uses reunification in the sense of the concept of discretionary court-ordered services designed to reunify the family. Line 2 utilizes the sense of one’s progress and completion of court-ordered services. Line 3 refers to the period of time (which is itself variable), during which the parent’s may pursue reunification, and line 4 describes the parent’s current progress in services. This conversation is not uncommon in dependency discourse.

The term risk is also a highly debated word in dependency. The fluctuating definition, and broad manner in which risk is assessed creates a linguistic environment which encourages polysemy. In addition, because the term ‘risk’ is used frequently by the legislature, its sense may change from statute to statute. Colloquially, risk refers to the presence of some danger. In dependency, risk generally refers to the more specific possibility of physical or emotional harm if a child remains with a parent or guardian. However, risk can also refer to the risk-producing entity, and be used as a noun-object, as in the sentence “He is a risk.” In that context, the meaning of the term risk refers to an object which generates the presence of some harm or danger, the removal of which, lessens that harm. In that sense, removal of the risk (noun) from the family dynamic might semantically reduce the other sense of the word, the overall presence of danger. (As in the phrase “Remove the risk to reduce the risk”.) Similarly, by adding the small morpheme ‘at’ to the term, one creates an entirely different meaning for the term ‘at risk’, which can mean the state of a system where there is the presence of a danger, or the innate volatility of a system itself. Thus, “the family is at risk.” Most notably, the term ‘risk’ does not need to carry with it any threat of danger at all. It may merely refer to the possibility of a less-preferable change, such as the term “His placement at the foster home is at risk.”

The term “risk” is used frequently in dependency statutes. Section 300, the primary statute governing California Juvenile Depenency law, utilizes nearly six different types of specific risk depending upon the type of danger or harm which is present. While this does not necessarily change the sense of the word within that statute, it can certainly complicate discourse when wants to use risk in a different form, or when discussing risk in a particular case. Consider the following dialogue, which could occur during cross-examination.

(1) **Social Worker** - There is a substantial risk to the minor remaining in the home.

(2) **Attorney** - Just what is that risk?

(3) **Judge** - If we utilize periodic checks with a department representative, will the family still be ‘at risk?’

In the foregoing conversation, Line 1 refers to the term risk in its general sense, i.e. the presence of physical or emotional danger to a minor. Line 2 refers to the noun-object risk, and may refer to a parent, a boyfriend, or even a structural defect in the house (as in the lack of a pool fence). Line 3 describes risk as a systemic defect which alludes to the modification of a
system to minimize the original sense of the term ‘risk’ the presence of physical danger.

Finally, the term *permanency* is exceedingly confusing to practitioners and jurists because it is undefined in the entire California dependency statutory scheme. Thus the term’s definition is entirely a product of contextual understanding. This makes ‘permanency’ above all, a highly tricky term to analyze. Colloquially, the term permanency is a derivation of the term permanence. Permanence in turn is a derivation of the term permanent. In true recursive fashion, permanent is the quality of having permanence. Thus even from the inception of understanding, the term is confusing.

Despite this lack of a definition, statutes allude to the term ‘permanency’ throughout the statutory dependency framework. The statutorily mandated hearing at twelve months in California is referred to as a ‘permanency’ hearing, which is a semantic nod to the legal requirement that the court determine the ‘permanent’ plan for the child, but that simply creates more confusion. Is a child who has a permanent plan ‘in’ permanency? That sense seems to define permanency as a period of time which begins with the designation of a permanent plan. However, an additional expression which is used frequently is the goal of ‘achieving permanency.’ That sense seems to connote a broader understanding of the term which is less temporal, and more substantive. In this sense, ‘permanency’ appears to be a state of being which does not have a fixed beginning or ending, but is an ever-present characteristic of a particular child. This sense appears more in line with the traditional definition of permanence\permanency as “establishing a ‘lasting’ bond between a family and a child [and] emphasize the importance of psychological bonding and giving a child a sense of social belonging and identity, along with a permanent home.” In the latter sense, the term creates a problem in temporal semantics. As noted by Wagner, in order to situate an event in time semantically, the communicative construct must express both when something happened, and how an event happened in time (how long did it take to occur and over what period). For instance, the phrase “He spoke quickly” creates two temporal identifications. First, the event happened in the past, and second, the event happened in a brief period. In dependency, the senses of permanency are used interchangeably, and can create confusing discourse. For instance, the following conversation is one which could easily take place in the context of settlement negotiations:

**Attorney 1**: How far are we from permanency?

**Social Worker**: 6 months. The permanency period will be critical for reunification.

**Attorney 1**: But what are our plans for permanency?

In the first line, the attorney may be referring to the Permanency Hearing under 366.21(f), or he may be referring to the period after the Selection and Implementation hearing. The 366.26 hearing, as mentioned before, is titled the hearing on Selection and Implementation of a Permanent Plan. Semantically, one would imagine that permanency would begin after that
hearing, but incongruously, hearings after the 366.21(f) hearing and prior to the 26 hearing are also called post-permanency plan review hearings. The social worker in the preceding conversation refers to permanency as a period of time which may not be bracketed or defined by hearings preceding it. Finally, the attorney utilizes a third sense of the word, the situational understanding of permanency in this particular case (i.e., adoption, guardianship, long-term foster care etc.)

The challenge that polysemy poses to communication, and dependency discourse in particular, is lexical ambiguity, or decoding the correct sense of a term. In any conversation between dependency practitioners, there will be an element of ambiguity which is (hopefully) neutralized by identification of context-sensitive terms. While rules of grammar and logic govern the simple encoding of language, it is far more difficult to develop a core set of rules which govern the pragmatic interpretation of polysemous terms. The crux of this problem is that a receiver may misinterpret a polysemous term and incorrectly decode a sentence. This is because of the generally held belief that sentences do not convey enough information to identify the implicit meaning of the communication, or at least not enough information to allow for the construction of rules governing pragmatic interpretation. For dependency practitioners, this lexical ambiguity can create real problems, particularly in an area of law which depends on ‘terms of art.’

A very important piece of this problem is the notion of “culturally idiosyncratic” terms. These are terms which arise in the context of specific culture, including the hodgepodge, interdisciplinary culture of dependency. In many instances culturally specific terms have been rendered polysemous through daily use. In the dependency environment where there is a limited lexicon to convey information, culturally specific terms, may have multiple senses which are categorized differently in an individual’s lexicon. This further complicates decoding.

**IV: Strategies for avoiding and mitigating Polysemous Ambiguity.**

Case resolution in dependency rests on effective, problem-solving centered negotiation. As noted by Hurder, problem-solving centered negotiation is imaginative, interdisciplinary and focused on the parties. This process in turn rests on communication which is unimpeded by signal interference. One cannot be imaginative in an environment where perception is hindered by lexical ambiguity. Similarly true interdisciplinary collaboration requires a highly transparent communication system between multiple parties. The polysemous nature of terms used frequently in dependency dispute resolution creates ambiguity, which lessens the efficiency of communication, and interferes with problem-solving. If a practitioner is not aware of the sense of the term, or mistakes a sense, dispute resolution may grind to a halt as parties are forced to identify the specific sense through alternative language. Since so much of dependency dispute resolution is related to discussion over core terms like reunification, this problem can arise multiple times during a conversation. Further, sense decoding problems can result in frustration, anger and the misinterpretation that a party is not ‘willing’ to collaborate. In extreme cases, a
party may believe that other practitioners are attempting to obfuscate the issue.

In the preceding section, I discussed three polysemous terms used in dependency discourse; reunification, risk and permanency. In the following example conversation, we can see how polysemy creates a semantic environment of ambiguity which makes problem solving difficult:

Parent’s Attorney 1: There’s no risk here, the father is out of the home.

Social Worker: The risk is the non-protective nature of the mother.

Parent’s Attorney 2: Are you opposed to reunification for the father?

County Counsel: No, but reunification is limited to six-months due to the sibling’s age. What is the permanency plan if reunification fails?

Minor’s Counsel: We are not even there yet, we shouldn’t be thinking about permanency, we should be thinking about risk of harm, and reunification.

In the first sentence, Parent’s Attorney 1 is using the term ‘risk’ in a culturally specific dependency sense. His term denotes the risk-object of a person who can be removed from a family dynamic to eliminate the need for continued removal of the children. However, in the second sentence, the Social Worker uses the term risk in the general sense, the overarching global ‘risk’ to returning the children. This can include the non-protective nature of the mother, the psychological fragility of the children, the trauma suffered by all parties, as well as the risk of further abuse. The County Counsel is using the term ‘reunification’ to mean the specific length of time which is statutorily allowable. The minor’s counsel is using the terms permanency and reunification in the general sense of the term. Permanency in that context means the overarching strategy for achieving a permanent resolution to the case. Reunification means the overarching goal of reunifying the minor with his or her parents. Thus everyone is speaking about something different, but the conversation flows on unimpeded because all parties think they are speaking about their own sense.

Essentially, polysemous ambiguity lessens the efficiency of discourse, which impedes the collaboration of parties, and confuses interdisciplinary conversation. In order to reduce polysemous ambiguity practitioners should do one of three things; (1) elucidate more specific contextual signs allowing the receiver to decode the sense of the word, (2) create slightly different terms for the differing senses of a word, or (3) ensure that the actual sense of the word is identified by the receiver through other means.

Contextual signs which identify the correct sense of the word are few and far between in dependency discourse. Unlike colloquial conversation which allows for myriad phrases and terms which can help the receiver discern the actual meaning of a word, “legal” language places
a higher emphasis on “terms of art.” Terms of art are signs which have a deep, and sometimes complex meaning which can vary depending on the context of the communication. For instance, the term “notice” may mean actual notice under law, constructive notice under law, a physical notice (such as a sign) or the act of observing something.

Therefore, if one is to communicate effectively in the context of juvenile dependency the first and foremost strategy is to avoid the use of statements which lack contextual signs. These signs have a great amount of polysemous ambiguity. The signaller should attempt to articulate pragmatic or inferential information to ensure that the meaning is understood. Said another way, one may have to be a bit more detailed and picky about the terms one is using. This may be rather difficult, as in dependency discourse (as in many professional dialects) there is a tendency to revert back to dialect-specific analogy as a means of shortening the actual signal, while relying on a joint-understanding of a shared cultural history. Thus, if two criminal attorneys in California are communicating about their case-load, one might say “Did you get that deuce?” This short statement is recognizable to the other attorney as “Did you receive an appointment on the DUI case which we both understand through common experience (such as being present in court during an arraignment).” However it requires several inferential steps. First, the signalling attorney assumes that the receiver is sufficiently imbued in the professional dialect to recognize the term deuce is synonymous with “DUI.” Second, the signalling attorney relies on specific knowledge of a particular case to differentiate the object from all other DUI cases. Third, the signalling attorney’s interrogatory “Did you get” is to be understood as “receiving an appointment.”

A simple mechanism of ensuring there is enough contextual information to identify the correct meaning is by re-stating the message in a different manner. Even if the second transmission relies on alternative pragmatic information, the receiver will be able to eliminate meanings which are incompatible with both messages. Thus if someone says, “Boil the Pot,” and “The Red One,” the receiver is able to discard ambiguous meaning by using the color to identify the type of pot. Assuming the red pot is actually a kettle, the initial message is contextualized as “Boil water in the Red Kettle.”

In the context of a dependency case with one mother and two fathers, the following conversation might take place:

Attorney Are we terminating services?
Social Worker Yes?
Attorney So, we’re going to set a 366.26?
Social Worker Yes?

If the Attorney chose to end his conversation with the Social Worker’s response, there is remaining ambiguity. Terminating services does not necessarily mean that all parents are having their services terminated. Termination of services might apply to one parent, two parents or all parents. However, the attorney goes on to confirm his understanding of the message by placing
confirming the existence of a future condition, the 366.26 hearing. If a 26 hearing is set, all services to all parents will be terminated. Thus the original polysemous ambiguity is eradicated.

A far more simple method for resolving ambiguity is simply to create slightly different terms for differing senses. Usually, one appends a modifier to the original term to identify a sub-category. This modified term through constant use then becomes a dialect term itself, or it may remain a term used to further clarify the primary signal. Thus the term “burger” may encompass the entirety of a fast-food menu, but different terms such as “cheese burger,” “bacon burger,” or “fish burger” resolve otherwise indecipherable ambiguity. In the context of dependency, one might say “Permanency” to refer to a permanent plan for the minors after the conclusion of a 366.26 hearing, but a further modifier may be “permanent long term foster care,” which can be shortened to “PLTFC.” Many professional dialects inside the law do this already by appending some common modifiers to polysemous terms. For instance, the term “trial” can refer to a jury trial, a bench trial, a trial on the documents, or even the more colloquial meaning of an extended interrogation. Thus by utilizing modifying sub-terms, the ambiguity is eliminated with a minimum of linguistic work.

Finally, the sender may attempt to ensure that his message is understood through other signs. For instance, a common practice of attorneys when speaking is to summarize a conversation by alluding to the global result. Thus a conversation about permanency might end with the allusion “We’ll see when we get the 26 report.” Assuming that the outcome of permanency was unclear, by the end of the signal, both the hearer and the speaker understand that the global result is the existence of a future 366.26 hearing. With just this small piece of ancillary knowledge, a listener can utilize common (and virtually unconscious) reasoning to further define the meaning of ambiguity in the conversation.

V: Conclusion

In conclusion, polysemous ambiguity presents a remarkable challenge to practitioners of juvenile dependency law, and indeed, all members of the legal profession. The resolution of complex and powerful cases rests on the ability of legal practitioners to communicate their meaning without signal interference. Even the mere consciousness of polysemous ambiguity may make a practitioner more likely to resolve ambiguity in their discourse. Additionally, simple verbal tools and techniques intended to resolve ambiguity can be utilized by practitioners in dependency and other areas to make settlement negotiation more efficient and more meaningful to participants.