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FN-10240 MN-10240 LN-10240, Esq.

Chicago, Illinois



Current Employer-Title Widman Law Offices LLC

Work History Partner, Miller, Shakman & Beem LLP, 2004-2015; Partner, Much Shelist Freed Denenberg Ament & Rubenstein, P.C., 1977-2003; Lecturer in Law, Ahmadu Bello University, Nigeria, 1974-1976

Experience Commercial litigator for 40 years; now spends 80% as arbitrator (over 34 years), and 20% as mediator (over 30 years).

Usually sole arbitrator (over 100 cases) or panel chair (over 35 cases). On AAA Large Complex Case Panel, Healthcare Panel, and Sports Panel. Has arbitrated over 200 matters valued at over \$2.8 billion. Has authored over 85 final or interim awards on case merits, and hundreds of orders on arbitration procedure, jurisdiction and arbitrability, injunctions, class arbitration, evidence, discovery, choice of law, limitations, attorneys' fees and costs, and other relief. Believes parties and counsel deserve thoughtfully reasoned rulings on all matters.

As arbitrator, works with parties to reduce costs while preserving fairness. Arbitration philosophy includes: (i) responsive - handling matters promptly and maintaining good communications with counsel; (ii) authoritative - managing cases so they are resolved quickly and efficiently; (iii) courageous - making tough calls on questions of fact, law, and process; and (iv) committed - delivering justice with well-reasoned rulings.

Has mediated over 110 matters valued at over \$700 million. Settlement rate of 65%. uses vast experience as arbitrator and litigator to assess likely outcomes and risks, translating that into value-based solutions. Employs both facilitative and evaluative techniques, as requested by parties.

As litigator, has handled all aspects of trial and appellate proceedings in federal and state courts throughout the U.S. Cases have covered statutory and common law claims in virtually every area of commercial law. Represented both plaintiffs and defendants, individuals and companies, as well as class members. Seasoned trial attorney before juries, judges, arbitration panels and in mediations. Established new law in appellate cases.

Frequent author and speaker on arbitration, mediation and litigation, including ethics issues. Has published 32 articles, chapters, and guidebooks in various law journals and magazines; has spoken at over 70 bar association, webinar, and dispute resolution programs throughout the U.S. Has been a

law school faculty member (domestic and international) and consultant on arbitration and mediation to multiple international programs. Is on the select AAA and AHLA national teaching faculties on arbitration (since 1998). Selected as Leading American Attorney in ADR Commercial Law, and Leading Illinois Attorney in ADR Commercial Law. Licensed in Illinois and Wisconsin (until 2017), as well as in multiple federal and state trial and appellate courts.

Mediator Experience

Parties have entrusted over 110 matters, some involving multi-party disputes, valued at over \$700 million in the following industries and commercial areas (as of 2022):

Healthcare: 20 mediations concerning disputes over medical devices, licenses, patents, profit sharing arrangements, reimbursement for services, government-sponsored plans, computer system installations, pharmacy benefits, formation of HMO/PPO, physician compensation and bonuses, investments in healthcare ventures, and non-competition of departing provider employees.

E-Commerce: 15 mediations, concerning breach of technology and system installation agreements, dissolution and buyout of development company, termination of web hosting agreement, non-payment of facilities management agreement, licensing of database system, breach of warranty, and breach of website design agreement.

Employment/Sales Representative: 22 matters, concerning claims for commission, breaches of non-competes, usurpation of trade secrets, non-payment of physician bonus and consulting fees, severance and incentive compensation, employment termination, and employment discrimination.

Real Estate: 12 matters, concerning claims on joint venture for landfill, title warranty, specific performance of purchase agreement, non-payment of management fees, broker's commission, buyout of partnership, lease renewal, and return of earnest money.

Manufacturing/Equipment: five matters, with claims of performance of tool supply agreement, copyright infringement, trade secrets violation, breach of equipment financing agreement, non-payment of royalties under asset purchase agreement, and non-payment for specialty goods.

Supplier/Distribution Contracts: seven matters, with claims of improper termination, performance of long-term contract, breach of interconnection agreement, pricing formula for supply contract, and non-payment of management fees.

Financial: four matters, concerning disputes for return of investment, non-payment of bank loan, warranty breach of technology installation, and employee compensation.

International: four matters, with claims of improper termination of international distribution agreements, non-payment of sales commission for international project, and specific performance of international franchise agreement.

Construction: four matters, with claims for defective materials, breach of construction agreement, and defective work.

Securities: five matters, with claims of fraud in stock buyout, breach of securities trading agreement, mismanagement of investment account, and investment fraud.

Sales/UCC: four matters, with claims of damages under distribution agreement, unpaid sales commissions, breach of purchase agreement, and non-payment for goods.

Licensing: five matters, with claims of damages under patent license, and breaches of license agreements in various industries.

Intellectual Property: four matters, with claims of breach of patent agreement, copyright infringement, and trade secrets violations.

Other Industries and Disputes: multiple claims in communications (four matters), professional/legal (six matters), transportation (four matters), retail/consumer (three matters), environment (two matters), printing/packaging (two matters), corporate/partnership (four matters), government/military, commodities/petroleum, food/agriculture, insurance, franchise (four matters), and entertainment (three matters).

Have also represented clients in many mediations involving commercial, construction, UCC, and employment (discrimination; severance) claims, where damages ranged from \$50,000 to multi-millions. All of them settled.

Representative Issues Handled as a Mediator

Construction cases: interpretation and application of contract terms; substantial completion; change orders; responsibility for defects or incomplete work; allocation of repair costs; amounts due; expert analyses of plans, work and performance.

Contract cases: construction of contract terms; breach and responsibility for breach; opportunities to renegotiate agreement as mediation solution; good faith and fair dealing; equitable issues affecting performance; causation; damages; contractual statute of limitations; notice of termination.

E-Commerce cases: technical aspects of project; compliance with contract specifications; technical solutions for alleged breaches; fault for nonfulfillment of installation requirements and deadlines; costs to cure defects.

Employment cases: interpretation of compensation terms and severance plans; determination of scope of non-compete agreements; application of trade secrets laws.

Healthcare/insurance cases: interpretation and application of contract terms; underlying business objectives and marketplace economics; renegotiation of agreements; amounts due; non-compete covenants; health plans and benefits management.

Licensing/royalties: interpretation and application of license terms; good faith performance and fair dealing; calculation of royalties; revisions to licenses; compliance with parties' obligations; termination for breach.

Real estate/leasing: performance or breach under leases and joint venture agreement; equitable defenses to performance; calculation of damages; interference with performance; causation; tenant's defenses to non-payment of rent.

Securities: fraudulent inducement; adequacy of disclosures; due diligence; investor sophistication; market impact on project; causation; amount of loss.

Intellectual Property: creation, existence and protection of trade secret; scope of patent technology; protection and enforcement of patent; existence and infringement of copyright; enforceability of non-competes; assignment of rights; confidentiality and non-disclosure.

Sales/Commercial Code: requirements contracts; breaches of warranties; delivery terms compliance.

Mediator Style & Process Preferences

My principles are: preparation, party-driven, patience, and persistence.

Preparation: Based upon the parties' pre-mediation submissions (I have a format addressing disputed factual and legal issues), I prepare with the goals of: (1) becoming fully conversant on the parties' dispute, and (2) developing an overriding theme or approach from which I can reality test and explore the risks of not settling with both sides. I spend the first part of the mediation exploring relevant details and establishing my credibility and the parties' trust. Pre-mediation, I encourage information sharing so both sides can make fully informed decisions. I often contact counsel after I review their submissions to clarify any points they raise and to better understand the backdrop and issues.

Party Driven: I always ask the parties (or counsel) to select either facilitative or evaluative mediation, or a combination of both. Most choose the combination. I base my reality testing and evaluations upon my 45 years of experience as a commercial litigator and 34 years of experience as an arbitrator. Unless asked by the parties I usually will not suggest a single settlement number. However, I have often suggested a range for settlement in order to prevent impasse. I expect the parties to negotiate in good faith, but good faith does not mean abandonment of aggressive (if supportable) settlement positions. I listen and mine for creative solutions to settlement. I may allow for opening statements at an initial joint session, depending on whether it is needed (less likely

where the parties have already tried to settle) and whether it might create unnecessary tensions at the start.

Patience and Persistence: I work toward settling the case within the scheduled time – usually one day. Some cases, however, simply may not settle quickly. I believe that rushing or forcing demands and offers may sometimes entrench parties and be counterproductive. Therefore, I will work into the evening or resume the mediation the next week or month if requested. I follow up with telephone calls or e-mails to retain momentum, often after the parties have had a chance to think about my comments and assessments, or to exchange necessary information. If solutions are close during the in-person caucuses, I may ask counsel to meet together with me (without clients) to explore what is needed to bridge the remaining gap. I have found that helpful.

Education

University of Pennsylvania, Wharton School (BS, Finance-1970); Northwestern University (JD-1974).

Professional Licenses

Admitted to the Bar: Illinois (1977), Wisconsin (1988, retired 2017); U.S. District Court: Northern District of Illinois (1977), Trial Bar (1977); U.S. Court of Appeals: Fourth (1979), and Seventh (1981) Circuits; U.S. Tax Court (1988); U.S. Supreme Court (1983).

Professional Associations

Illinois Judicial Conference (Alternative Dispute Resolution Coordinating Committee); Association for Conflict Resolution; American Association for Justice (formerly ATLA); American Bar Association (Business Law Section, Arbitration Committee; Section of Litigation, Trial Practice Committee; ADR Committee; Section of Dispute Resolution; Section of Natural Resources, Energy and Environmental Law); Illinois State Bar Association (ADR Committee; Commercial Banking and Bankruptcy Law Section); Chicago Bar Association (ADR Committee; Past Secretary; Past Vice Chairman; Past Chair).

Recent Publications & Speaking Engagements

"Confidentiality And Its Exceptions In Mediation", ABA Section of Litigation Practice Point, November 2020

"The Preclusive Effect of Arbitration Awards", ABA Litigation magazine, fall 2020

"The Long Side of Reasoned Awards: Dispelling The Myth of Saying Too Much", Alternatives, CPR Institute, November 2019

Presenter, "Health Care Arbitration and Mediation: Teaming for Efficiency", American Health Law Association Annual Meeting, June 2019

Faculty, American Health Law Association Meeting, "Health Care Arbitration", 2019, 2016, 2014

Presenter, "Business Dispute Resolution", Textile Bag & Packaging Assn., Inc., ABA Business Law Section, October 2018

Presenter, "Preparing for the Mediation Plenary," 16th Annual Advanced Mediation and Advocacy Skills Institute, October 2018

Presenter, "Business Mediation Basics 101", ABA Business Law Section Webinar, January 2018

Moderator, "Mediation Of M&A And Other Business Disputes", ABA Business Law Section, September 2017

Presenter and Moderator, "Setting The Stage For Successful Arbitration", "Decision Making In Court And Arbitration", ABA 10th Annual Arbitration Training Institute, June 2017

"Arbitrating Legal Malpractice And Attorneys' Fees Disputes", ABA/BNA Lawyers' Manual On Professional Conduct, May 2017

Presenter, Union League Club, "Alternative Dispute Resolution In Real Estate Transactions", August 2016

"Effective Advocacy In Health Care Arbitrations", AHLA Connections, January 2016

Presenter, ABA Section of Dispute Resolution, “Advanced Mediation And Advocacy Skills Institute”, October 2014

Panelist, ABA/AAA Joint Program, “Stories Mediators Tell”, October 2014

Panelist, ABA Section of Business Law Meeting, “Dispute Resolution In Commercial Finance,” September 2014

Panelist, American Health Lawyers Association Webinar, “Advocating Effectively in Health Care Arbitration”, December 2013

Speaker, American Arbitration Association Webinar, “Arbitrators Conducting Legal Research”, November 2013

Panelist, CBA Labor & Employment Section, “Advocacy in Employment Arbitration”, September 2013, Chicago

Panelist, ABA Section of Dispute Resolution Annual Meeting, “Herding Cats: The Case for Joined or Collective Arbitration”, April 2013, Chicago, IL

Speaker, ABA Section of Business Law Annual Meeting, “Achieving Justice Through 21st Century Arbitration”, August 2012, Chicago, IL

"An Essay on the Role of Courage in Being an Arbitrator"; Dispute Resolution Journal, American Arbitration Association, July 2012

Speaker, American Arbitration Association Webinar, “Arbitrability and Jurisdiction Issues in Arbitration”, February 2013 and October 2011

“Early Neutral Evaluation: Reducing Litigation Risk with an Inside Preview of the Judge’s Decision,” SRR Journal, September 2011

“Mediating Municipal Disputes,” Illinois Municipal League Review, August 2011

“Courage: An Arbitrator’s Thoughts on Making Decisions,” Chicago Daily Law Bulletin, April 2011

Speaker, Cook County Circuit Court, “Current Issues in Mediation Ethics”, March 2011

Speaker, American Arbitration Association Webinar, “Judicial Remands of Challenged Awards,” October 2009

“Going Through The Motions: The Federal Arbitration Act’s Limits On The Right To A Jury Trial And Discovery In Federal Court,” Trial Practice Journal, American Bar Association Section of Litigation, May 2008

“The Protections and Limits of Confidentiality in Mediation,” two-Part article in Alternatives, CPR International Institute for Conflict Prevention and Resolution, November-December, 2006

“When It’s Over Before It’s Completed: The Finality of Interim Awards,” two-part article in Alternatives, CPR International Institute for Conflict Prevention and Resolution, June-July, 2006

“Avoiding Mediation Impasse,” Alternative Dispute Resolution Supplement, Law Bulletin Publishing Company, January 2006

Mediation Rate

\$700 Per Hour

Languages

English

United States of America

Citizenship

Locale

Chicago, IL

The AAA's Rules provide the AAA with the authority to administer a mediation including, mediator appointment, general oversight and billing. Accordingly, mediations that proceed without AAA administration are not considered AAA mediations, even when the parties select an mediator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual mediator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in a mediator's resume. If you have any questions about a mediator's experience or background, you are encouraged to contact your case manager.

Mediators on the AAA Roster are not employees or agents of the AAA.