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**FN-1312446 MN-1312446 LN-1312446,
Esq.**

Dallas, Texas



Current Employer-Title Peckar & Abramson, P.C. - Partner

Profession Attorney

Work History Peckar & Abramson P.C., 2016-Present; Ford Nassen & Baldwin P.C., 2014-2015; Law Office of J. Paulo Flores P.C., 2008-2013; Flores & Figueroa P.C., 2007-2008; Of Counsel, Scheef & Stone L.L.P., 2004-2007; Director, Law Office of J. Paulo Flores P.C., 2003-2004; Director, Gessner & Flores P.C., 1998-2003; Associate Municipal Court Judge, City of Dallas, 1996-2001; Director, Law Office of J. Paulo Flores P.C., 1994-1998; Associate Attorney, Miller Hiersche Martens & Hayward, 1989-1994.

Experience Has over 30 years of experience representing entities in the areas of commercial and residential construction and business litigation. Has represented entities in cases in all state courts, as well as the federal district and bankruptcy courts, Texas Courts of Appeal, and the Texas Supreme Court. Served as an associate municipal judge for the City of Dallas for five and one-half years. Represented the Dallas/Fort Worth International Airport Board for a decade primarily in its capital improvement projects, including the construction of, and claims related to, International Terminal D and the SkyLink Automated People Mover. In working with owners and construction entities, has significant experience in the negotiation and enforcement of contracts relating to commercial and residential construction. Regularly negotiates and enforces contractual agreements in construction matters. Represents virtually everyone on the typical construction hierarchy; owners, tenants, general contractors, subcontractors, specialty subcontractors, and suppliers; in the prosecution and defense of construction litigation, including mechanic's and Constitutional lien claims, bond claims, payment disputes, environmental issues, termination, acceleration, impact and delay claims, as well as the removal of voidable mechanic's liens. Extensive experience with injunctive and extraordinary relief matters, including temporary restraining orders (TRO) and temporary injunctions. Experienced in virtually all types of construction projects, including horizontal, highways and bridges; vertical, including office buildings, hotels and hospitality, and high rise/condominium/multi-family; EPC/energy/solar/wind; and water and wastewater treatment. Appointed by former Texas Governor Perry as one of the nine inaugural commissioners on the Texas Residential Construction Commission, which was created in 2003; and was subsequently appointed by the Governor as Chair of that State agency in February of 2008. With the sun setting of the TRCC, is now also available to

mediate and arbitrate residential construction disputes. Author of the Texas Residential Construction Law Manual published by Thomson Reuters, the only such resource available in Texas.

Mediator Experience

Was licensed as an attorney mediator in 1995. Since then, has mediated, on average, two to three cases per month. Of those, virtually all have been resolved in mediation or shortly thereafter. Typically has at most, one case per year that does not settle at, or shortly after, mediation. For the 2013 – 2015 time period, had two mediations that did not settle, out of over 50 cases mediated. For the first half of mediation practice, was often appointed as mediator by many of the Dallas County District and County Court at Law Judges; typically in construction cases or cases in which a Spanish-speaking mediator was needed. In addition to construction mediations, has mediated commercial/business disputes, such as breach of contract claims and business divorces, and real estate matters, such as commercial landlord/tenant disputes. The most typical fact pattern in the construction cases mediated has involved contractors or subcontractors seeking payment, and the owners or up-tier contractors claiming defective or incomplete work.

Representative Issues Handled as a Mediator

Has mediated virtually every construction law fact pattern. Probably the most typical fact pattern has involved someone seeking payment for work performed, typically with the owner or contractor who has not paid claiming defective or incomplete work. Has also mediated delay/impact claims, various mechanic's lien and lien removal issues, mold issues, coverage issues, design and design responsibility issues, termination and abandonment, owner/contractor interference, change order/extra work disputes, and scope of work issues, as well as issues particular to insurance coverage and residential construction matters. The bulk of commercial disputes mediated have involved competing claims of breach of contract or breach of lease. Because of Spanish-speaking ability, has also mediated a number of matters where one or more parties either spoke only Spanish, or were more comfortable in that language. These have ranged from simple personal injury cases, to complex construction matters with foreign owned parties. As far as mediation size, has mediated everything from two-party disputes over a few thousand dollars all the way to 30 to 40 party, multi-million dollar claims, typically involving complex insurance coverage issues. Similarly, has mediated virtually every type of project, including: vertical, horizontal, commercial, highway, EPC, condominium and multi-family, healthcare, assisted living, clean construction, green construction, and residential.

Mediator Style & Process Preferences

Almost every case has a point where it can settle. My philosophy is to guide the parties using my experience and the knowledge I hold in confidence to get to that point. I am detached in the sense that my only goal is to get to that point if it can be reached, but I would say I am personable in getting there. I obviously maintain complete neutrality. Regarding confidentiality, I actually consider everything told to me in caucus to be confidential, and I specifically ask for permission to share items with the other side. For the parties, not surprisingly, I expect a time commitment, and that they approach the process in good faith.

Education

University of Texas (JD-1989; BA, Psychology-1986)

Professional Licenses

Admitted to the Bar: Texas, 1989; U.S. District Court: Northern and Eastern Districts of Texas.

Board Certified in Construction Law by the Texas Board of Legal Specialization, 2016 inaugural class, renewed 2021.

Professional Associations

State Bar of Texas (Construction Law Section - past Executive Council); Dallas Bar Association (Construction Law Section, Past Executive Council, Past Chair, Past Vice Chair, Past Secretary, Past Treasurer, Past Newsletter Editor; ADR and Business Litigation Sections).

Recent Publications & Speaking Engagements

Publications:

Texas Residential Construction Law Manual, 2nd Edition, Thomson Reuters, 2013; Texas Residential Construction Law Manual, Thomson Reuters, 2007;

"Enforceability of the Waiver of Consequential Damages Clause Under the AIA A-201 General Conditions," Construction Law Journal, December 1, 2003;

"Residential Contracting Law," Hispanic Journal - Contracting and Procurement Special Edition, 2000; The Advisor on Mechanic's Liens and Bond Claims for Projects in Texas, Construction Publications, Inc., 1995.

Speaking Engagements:

Frequent speaker on construction law issues for various construction organizations, law conferences,

and bar associations.

Locations Where Parties Will Not be Charged for Travel Expenses If driving distance to hearing is within two hours, generally will not charge for travel time.

Mediation Rate \$3,800 Per Day

Languages English, Lithuanian, Spanish

Citizenship United States of America

Locale Dallas, TX

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.