



AAA Mediation.org™

**FN-1334028 MN-1334028 LN-1334028,  
Esq.**

Phoenix, Arizona



<b>Current Employer-Title</b>	Gammage & Burnham, PLC – Partner
<b>Profession</b>	Attorney - Commercial, Construction and Employment Litigation, Arbitration and Mediation
<b>Work History</b>	Partner, Gammage & Burnham, 1983 – Present; Associate, Snell & Wilmer, 1978 – 1983; Clerk to Judge Ozell M. Trask, United States Court of Appeals for the Ninth Circuit, 1977 – 1978
<b>Experience</b>	Primarily engaged in commercial litigation in a wide variety of fields with primary emphasis in the following: (1) Construction disputes including representation of owners, architects, engineers, general contractors, subcontractors, and suppliers. Litigated and arbitrated matters have included multiparty disputes, professional errors and omissions claims up to \$9 million, and surety disputes. (2) Employment litigation involving wage claims, wrongful termination, discrimination claims, restrictive covenants, trade secrets, and FMLA in both the private and public sector. (3) Commercial disputes arising out of contract, shareholder disputes, partnership and LLC dissolutions, securities claims, health care matters, subrogation claims, and products liability. Practice also includes agricultural, environmental, and intellectual property matters.
<b>Mediator Experience</b>	Has served as a Judge Pro Tem for the Maricopa County Superior Court since 2000 conducting 8 to 12 settlement conferences annually. Member of the mediation roster for the Nuclear Regulatory Commission's safe workplace program and in that role has conducted six mediations throughout the western states. Also has served as a privately retained mediator for construction, employment, and general commercial matters. Has conducted mediations via Zoom.
<b>Representative Issues Handled as a Mediator</b>	Construction cases mediated have included the following issues: failure to perform, delay damages, design errors, and faulty construction claims. Employment matters have included wrongful termination claims and wage and hour disputes, and restrictive covenant matters.
<b>Mediator Style &amp; Process Preferences</b>	Every mediation is different and needs to be approached in the manner most likely to lead to a resolution. Experience suggests that in most circumstances an evaluative approach is the most helpful, but not in all matters. In complex cases, pre-mediation meetings with each side will be considered. Having each side present their position in a joint opening session at the start of the mediation is usually counterproductive and is avoided. For the evaluative process to work well,

counsel need to be well prepared for the mediation and provide the mediator with the tools necessary to craft an effective resolution. Always focus on what is each parties' best alternative to a negotiated resolution.

<b>Education</b>	Arizona State University (JD, cum laude-1977; BA, Journalism-1974)
<b>Professional Licenses</b>	Admitted to the Bar: Utah (2011), Arizona (1977); U.S. District Court: District of Arizona (1978); U.S. Court of Appeals: Ninth Circuit (1978); U.S. Supreme Court (1983)
<b>Professional Associations</b>	American Bar Association (Alternative Dispute Resolution Section; Litigation Section; Section of Labor and Employment Law); State Bar of Arizona (Trial Practice Section and ADR Section); Maricopa County Bar Association, State Bar of Utah, Park City Bar Association, Park City Bar Association. Currently serving as the Chairman for the Arizona State Bar ADR Section.
<b>Mediation Rate</b>	\$475 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Phoenix, AZ

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.