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FN-14801 MN-14801 LN-14801, Esq.

Haverford, Pennsylvania



Current Employer-Title Charles F. Forer Alternative Dispute Resolution Services

Profession Attorney, Arbitrator, Mediator, Neutral, Special Master, Judge Pro Temp, Educator

Work History Charles F. Forer Alternative Dispute Resolution Services, 2017 – Present; Member/Partner, Eckert Seamans Cherin & Mellott LLC, 1999 – 2017; Shareholder/Attorney, Connolly Epstein Chicco Foxman Oxholm & Ewing, 1981 – 1999; Law Clerk to The Honorable Joseph S. Lord III Chief U.S. District Judge, Eastern District of Pennsylvania, 1980 – 1981.

Experience More than 35 years of experience in all aspects of civil and commercial litigation, representing both plaintiffs and defendants, in all types and manners of disputes, business, commercial, real estate, condominium, landlord-tenant, employment, corporate, valuations, construction, malpractice, UCC, fraud, clergy, breach of contract, breach of warranty, franchise, products liability, defamation, motor vehicle, personal injury, negligence, premises liability, and insurance coverage.

After practicing for more than 35 years as a big-firm litigator, opened own ADR practice in May 2017. Now a full-time neutral arbitrator and mediator, handling all types of disputes.

Mediated and arbitrated more than 400 disputes, including business, commercial, real estate, condominium, employment, landlord-tenant, corporate, valuation, construction, malpractice, UCC, fraud, clergy, breach of contract, breach of warranty, franchise, products liability, defamation, motor vehicle, personal injury, negligence, premises liability, and insurance coverage.

For almost 20 years, columns on ADR matters (about protagonist “Bob”) have been published in the Philadelphia Legal Intelligencer and republished in numerous other publications. Have lectured and taught all aspects of ADR to lawyers, law students, and laypersons. For several years, was an adjunct professor at Villanova Law School, teaching Dispute Resolution and Arbitration Law. Have been active in the Philadelphia Bar Association.

Current co-chairperson of Fee Disputes Committee. Former co-chairperson of Alternative Dispute Resolution Committee.

Visiting lecturer for the Legal Studies and Business Ethics Department at The Wharton School of the University of Pennsylvania – 1990 to 2018. Lecturer in Law, Dispute Resolution, Villanova

University Law School – August 2013 to 2017. Guest lecturer on arbitration at Villanova University Law School – 2002 to 2012. President, Main Line Reform Temple, Wynnewood, PA – 2008-2010.

Mediator Experience

For 30 years, efficiently and successfully mediated hundreds of claims, including employment, UCC, fraud, breach of contract, corporate, valuation, construction, malpractice, breach of warranty, partnership, subrogation, shareholder, franchise, motor vehicle, personal injury, disputes between commercial tenants, disputes between landlords and tenants (commercial and residential), disputes between condominium unit owners, disputes between condominium unit owners and the declarant or governing board, disputes between homeowners and developers, disputes between property buyers and sellers, and fraud and waste claims involving purchasers of property.

The claims have ranged from small claims disputes to multi-million-dollar disputes. When still a full-time practicing lawyer, regularly counseled businesses, lawyers, nonprofit organizations, and individuals on effective use of all types of alternative dispute resolution.

Representative multi-party mediation experience:

- Mediated law firm breakup dispute, involving more than ten disputants (the firm, current firm partners, and former firm partners).
- Mediated several real estate disputes, involving seller, buyer, and brokers.
- Mediated landlord-tenant disputes, involving one landlord and scores of tenants.
- Mediated dispute between college and its President, involving the college, the President, and the Board of Trustees.
- Mediated several construction disputes, involving numerous parties.
- Mediated corporate disputes, involving disputes among the principal shareholders.

Have been an American Arbitration Association commercial arbitrator since 1991 and a member of the American Arbitration Association Master Mediation Panel for more than 15 years – mediators are selected for this panel utilizing a rating committee made up of a diverse group of advocates and in-house counsel representing clients in complex, high stakes disputes.

Other experience includes mediator, Philadelphia Eviction Diversion Program; mediator, Philadelphia Court of Common Pleas Taxi Medallion program mediation program; mediator, Lower Merion Township Human Relations Commission; arbitrator, Automobile Industry Special Binding Arbitration Program under Section 747 of the Consolidated Appropriations Act of 2010, Public Law 111.117, 123 Stat. 3034 (2009); mediator, Philadelphia Court of Common Pleas Commerce Program; mediator, Philadelphia County Board of Realtors; mediator, Tri County Suburban Association of Realtors®; arbitrator, The International Commission for Holocaust Era Insurance Claims; mediator, Equal Employment Opportunity Commission; mediator and arbitrator, Philadelphia Bar Association, Fee Disputes Committee; arbitrator and mediator, U.S. District Court, Eastern District of Pennsylvania; and mediator in a class action lawsuit involving claims and counterclaims between tenants and a housing authority where developed a two-step, judicially approved process for resolving issues, thereby expediting final resolution of more than 100 pending claims -- issues included breach of implied warranty of habitability, accord and satisfaction, fraud, and misrepresentation.

References include the following:

Jonathan W. Hugg, Esq., jhugg@schnader.com, (215) 751-2527
Michael Salmanson, Esq., msalmans@salmangold.com, (215) 640-0594
Neil A. Jacobs, Esq., njacobs@jacobslawpc.com, (215) 569-9701
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Carter N. Williamson, Esq., cwilliamson@hornwilliamson.com, (215) 987-3800

Representative Issues Handled as a Mediator

Issues have ranged from legal to factual to emotional. For instance:

- How can a dispute successfully be mediated when one party seeks to use the dispute as a springboard to publicizing matters of concern that relate only generally to the subject matter of the

dispute, but do not relate to the specific cause of the dispute?

- How can a dispute be settled when a party representative on one side is using the mediation to advance his/her personal and ego-driven interests and goals, which are at odds with his/her organization's interests and goals?
- What obligations does a real estate broker owe to the seller and buyer of residential real estate when, based on his/her experience and expertise, it appears that the broker should have known of latent material defects, but flatly denies any knowledge of the defect?
- What is the responsibility of the allegedly responsible party when the costs of repair substantially exceed the difference between the value of the property pre-accident and the value of the property post-accident?
- What are the franchisor's obligations to franchisees when the franchisor observes the letter of the contract (regarding, say, the franchisee's exclusive territory), but the franchisor does not observe the spirit of the contract (by allowing franchisees to compete with each other and thereby to cannibalize each other's sales).

Representative mediation assignments included the following:

- Mediator, Philadelphia Eviction Diversion Program.
- Mediator, Lower Merion Township Human Relations Commission.
- Mediator, Philadelphia Court of Common Pleas Commerce Program.
- Mediator, Greater Philadelphia Association of Realtors.
- Mediator, Montgomery County Association of Realtors.
- Mediator, Philadelphia Bar Association, Fee Disputes Committee.
- Special Judge Pro Tempore/Mediator, Philadelphia Court of Common Pleas Day Forward Case Management Program.
- Federal mediator, appointed in 1996 by The Honorable Norma L. Shapiro, in the class action lawsuit *Velez v. Chester Housing Authority*, Civil Action No. 90-6449 (E.D. Pa.).

Mediator Style & Process Preferences

Mediation resolves disputes at a fraction of the cost, time and energy that parties otherwise would spend in litigation. To be successful, the mediator must allow the parties to understand they "own" the process and they have a stake in the success of the process. The mediator must understand the unique nature of the dispute. Before I start a session, therefore, I seek to understand the nature of the dispute, the personalities, the prior problems -- legal, factual, personality, and financial -- that have created stumbling blocks, and the avenues of potential agreement.

As a mediator, I work relentlessly not only to ensure that the parties trust my neutrality and credibility; but also to help the parties explore all possible avenues to resolve their disputes. I insist on creative and imaginative solutions. I never give up.

I constantly play devil's advocate so all sides can understand better the strengths and weaknesses of their positions and interests. Reason: disputes generally settle only after parties are able fully and intelligently to evaluate all aspects of the dispute. I will take an evaluative approach and give my personal opinions about the dispute, but only after (a) I have exhausted other ways to resolve the dispute; (b) I have explained to the parties the pluses and minuses of injecting my opinion into the mix; and (c) I have obtained the parties' consent and authorization to provide my personal evaluation of the dispute.

Speaking about never giving up: I have handled lots of mediations -- either as mediator or as an advocate for one or more parties -- where the disputes seemingly were intractable, and the parties were pessimistic about settlement. My strategy includes thoroughly preparing the parties for what often will turn out to be a grueling mediation session. Preparation starts with a full examination of the legal and factual aspects of case. Preparation continues with discussing -- NOT commanding -- the best alternative to a negotiated settlement and the worst alternative to a negotiated settlement. Preparation concludes with ensuring that the parties all approach the dispute as business problem so the parties each can determine, from cost-benefit standpoint and after taking account of their respective interests, realistic options to settlement.

This client-preparation process helps parties better understand how their perceptions -- and how the other side's perceptions -- can be clouded by fears, prejudices, misconceptions, and misjudgments. Parties must be active participants in this process; after all, they generally will receive payment or make payment as part of any settlement. This also means preparing the parties to speak at mediation.

Why? To capture the other side's attention and to force the other side to understand the dispute better.

As a mediator, I act forcefully to let parties know the strengths and weaknesses of their cases. But I ALWAYS act respectfully and sensitively so personal issues do not undermine case-related issues.

Education

University of Pennsylvania (JD-1980); Vassar College (AB-1976).

Professional Licenses

Admitted to the Bar: Pennsylvania (1980), New Jersey (1982), Massachusetts (1980-leave of absence); U.S. District Court: Eastern District of Pennsylvania (1981), District of New Jersey (1982); U.S. Court of Appeals, Third Circuit (1982); U.S. Supreme Court (1987).

Professional Associations

Philadelphia Bar Association (Alternative Dispute Resolution Committee, Former Co-Chair; Fee Disputes Committee, Past and Current Co-Chair)

Recent Publications & Speaking Engagements

"Seeking to Compel Arbitration? Don't Wait," PHILADELPHIA LEGAL INTELLIGENCER, July 20, 2023; "Can you Prevent the Arbitrator from Awarding Statutory Damages and Attorney's Fees?," PHILADELPHIA LEGAL INTELLIGENCER, May 15, 2023; "Enforcing an Arbitration Provision that is Incorporated Into a Contract," PHILADELPHIA LEGAL INTELLIGENCER, March 17, 2023; "Are Browsewrap Arbitration Agreements Enforceable?," PHILADELPHIA LEGAL INTELLIGENCER, Jan. 3, 2023; "Consenting to Arbitration: It Doesn't Have to Be in Writing," PHILADELPHIA LEGAL INTELLIGENCER, Nov. 14, 2022; "Vacating an Arbitration Award that was Procured by Fraud," PHILADELPHIA LEGAL INTELLIGENCER, Sept. 19, 2022; "Make Sure the Agent has Authority to Enter into an Arbitration Agreement on Behalf of the Principal," PHILADELPHIA LEGAL INTELLIGENCER, July 21, 2022; "What if the Other Side Claims it Cannot Afford the Arbitration Fees?," PHILADELPHIA LEGAL INTELLIGENCER, May 13, 2022; "Dismissing Versus Staying Arbitration Proceedings," PHILADELPHIA LEGAL INTELLIGENCER, March 18, 2022; "Arbitrating and Mediating Fee Disputes with Clients," PHILADELPHIA LEGAL INTELLIGENCER, Dec. 30, 2021; "What do you Want to Arbitrate? Make sure it's Clear," PHILADELPHIA LEGAL INTELLIGENCER, Nov. 15, 2021; "When Does a Party 'Refuse' to Arbitrate?," PHILADELPHIA LEGAL INTELLIGENCER, Sept. 21, 2021; "Witness Subpoenas in Arbitration Proceedings," PHILADELPHIA LEGAL INTELLIGENCER, July 22, 2021; "Eliminating Judicial Review of an Arbitration Award," PHILADELPHIA LEGAL INTELLIGENCER, May 17, 2021; "What Happens if There is an Arbitrator Vacancy?," PHILADELPHIA LEGAL INTELLIGENCER, March 19, 2021; "Desperately Seeking Relief From an Arbitrator," PHILADELPHIA LEGAL INTELLIGENCER, Jan. 4, 2021; "How Pre-Lawsuit Demand Letters Can Undermine Arbitration," PHILADELPHIA LEGAL INTELLIGENCER, Nov. 17, 2020; "Winning the Battle, Losing the War, and Staying Impartial," PHILADELPHIA LEGAL INTELLIGENCER, Sept. 21, 2020; "Seeking Summary Judgment in an Arbitration Proceeding," PHILADELPHIA LEGAL INTELLIGENCER, July 27, 2020; "Saying the Right Things Ensures Enforceability of an Arbitration Agreement," PHILADELPHIA LEGAL INTELLIGENCER, May 15, 2020; "Sign-Up Process That Includes Arbitration Agreement Needs to be Clear," PHILADELPHIA LEGAL INTELLIGENCER, March 20, 2020; "Do You Need Magic Words to Create an Arbitration Agreement?," PHILADELPHIA LEGAL INTELLIGENCER, Jan. 7, 2020; "Engagement Letters, Arbitration and Legal Malpractice," PHILADELPHIA LEGAL INTELLIGENCER, Dec. 13, 2019; "Getting Documents from a Third Party in Arbitration," PHILADELPHIA LEGAL INTELLIGENCER, Oct. 22, 2019;

SPEAKING ENGAGEMENTS: Co-moderator for "Tips from the Top: Hot Topics in ADR," sponsored by Philadelphia Bar Ass'n Alternative Dispute Resolution Committee, Nov. 17, 2022; Co-moderator for "Tips on Conducting Mediation and Arbitration Remotely," sponsored by Philadelphia Bar Ass'n Alternative Dispute Resolution Committee, Aug. 26, 2020; Moderator for "Super Lawyers Explanation of Why and When to Use Arbitration and Mediation," sponsored by Philadelphia Bar Ass'n Alternative Dispute Resolution Committee, May 17, 2019; Moderator for "Super Lawyers Explanation of Why and When to Use Arbitration and Mediation," sponsored by Philadelphia Bar Ass'n Alternative Dispute Resolution Committee, Dec. 17, 2018; Drafting ADR Clauses: Make a Mistake Today, Have a Disaster Tomorrow, sponsored by Philadelphia Bar Ass'n, August 20, 2018; What Do You Tell Your Clients When They Ask About ADR, presented at Annual Business Lawyers' Institute of PA Bar Institute, Nov. 13, 2013, ADR Provisions in Agreements, presented at Annual Business Lawyers' Institute, Nov. 9, 2011; Ethical Issues and your Fee Agreement, presented by Professional Responsibility and Fee Disputes Committees of the Philadelphia Bar Ass'n, Sept. 17, 2009.

Locations Where Parties Will Not be Charged for Travel Expenses Within 25 miles of Philadelphia, PA.

Mediation Rate \$480 Per Hour

Languages English

Citizenship United States of America

Locale Haverford, PA

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.