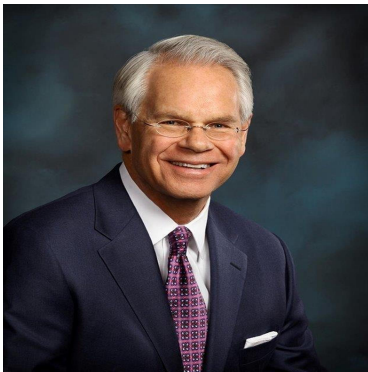




AAA Mediation.org™

**FN-1555386 MN-1555386 LN-1555386,  
Esq.**

Dallas, Texas



**Current Employer-Title** Nassen Mediations

**Profession** Construction Attorney, Arbitrator and Mediator

**Work History** Nassen Mediations, 2016 – Present; Shareholder, Ford Nassen & Baldwin P.C., 1999 – 2015; Partner, Vial Hamilton Koch & Knox LLP, 1985 – 1999; General Counsel, Freedom Financial Corporation, 1983 – 1984; Corporate Counsel, The Southland Corporation, 1976 – 1983.

**Experience** Over 33 years' concentration in construction law, surety law, construction contracts, claims, litigation, arbitration, and other forms of dispute resolution. Drafted and negotiated all forms of construction contracts and related industry agreements used by architects, contractors, owners, and construction managers for major projects. Construction industry clients include owners, developers, and large commercial general contractors engaged in both public and private work, specialty subcontractors, suppliers, and sureties. While the practice is focused in Texas and the South-Central United States, a substantial volume of work has concerned the development of contract documents, the resolution of project disputes during construction and post-completion litigation and arbitration involving projects located in Arizona, California, Florida, Georgia, Hawaii, Kentucky, Louisiana, Montana, Nevada, New Mexico, New York, Oklahoma, Virginia, West Virginia and British Columbia. Since 1985, the practice has been strictly focused on construction issues. Prior to 1985, was employed as in-house corporate counsel representing Fortune 500 international corporation engaged in retail, dairy, chemical and food distribution businesses. Construction matters ranged from retail store projects to manufacturing facilities, food processing plants, distribution centers and office buildings. Also, addressed all real estate and construction law issues pertinent to operations of a privately held company engaged in large-scale residential subdivision and resort development/management in Texas, and Missouri.

**Mediator Experience** Experienced in cases involving breach of contract claims, project delay, disruption, impact claims, and defective construction. Most recent mediations have concerned multi-party disputes between project owners, general contractors, subcontractors, and design professionals as well as their respective insurers and sureties. Disputes related to the construction of residential dwellings, large-scale multi-family, interstate pipelines, office buildings, commercial retail centers, governmental

and educational structures, hospitals and similar projects. The disputes have involved millions of dollars in controversy between the parties' various competing claims. The parties and their counsel have offices in the Metroplex, including Dallas as well as Fort Worth, Southlake and outlying lakeside communities, Denton and Houston, Texas.

All but a small number of these mediated cases were settled during or shortly after the mediation sessions were concluded to the mutual satisfaction of all parties.

## **Representative Issues Handled as a Mediator**

In the foregoing mediations claimants/plaintiffs and respondents/defendants have asserted claims and counterclaims regarding the following:

1) project schedule and completion delays relating to the work, 2) insufficient project management, 3) insufficient staffing and poor craftsmanship, 4) incomplete work, 5) building code violations (including ADA), 6) misrepresentation, 7) breach of warranty, 8) DTPA, 9) fraud, 10) failure to pay, 11) defective design and/or specifications, and 12) damaged/defective work.

## **Mediator Style & Process Preferences**

Mediation is both a forum and a process in which parties place their trust and temper their misgivings in hopes of amicably resolving often times long-standing and deeply held disputes. The parties select and place their faith in a mediator whom they believe will be capable of guiding a process of understanding, reflection and resolve that will lead to settlement. The mediator must honor the parties' faith, both in the process and in the individual mediator to fairly, impartially, patiently, respectfully and persuasively guide them to resolution of their differences in a manner deemed acceptable to all concerned. The objective is to reach a settlement which may lead the parties past the current dispute and, possibly, to stronger ties and respect going forward in their professional, business, and/or personal relations.

The mediator's role is to keep the parties engaged and committed to the mediation process. To encourage them to fairly and honestly reassess not only their own claims or grievances, their objectives and motivations, but also the perspectives of their adversaries. The mediator must encourage the parties to question positions which may seem intractable. The parties must be encouraged to weigh the true costs of winning and of losing, including the investments of money and time and disruption to their businesses and daily lives. If asked, it is my practice to share observations about the disputed issues, drawing from personal experience as a client-advocate in other matters, and address case strengths and weaknesses that may influence case outcomes.

## **Education**

Valparaiso University (JD-1976); Luther College (BA, Psychology and Political Science-1973).

## **Professional Licenses**

Admitted to the Bar: Texas (1977), Wisconsin (1976-inactive).

## **Professional Associations**

Dallas Bar Association (Construction Law Section, Board of Directors 1992-1993 and 2002-2005); State Bar of Texas (Construction Law Section, Governing Counsel 2003-2006); American Bar Association (Tort Trial and Insurance Practice Section, Forum on the Construction Industry); National Bond Claims Association; Design-Build Institute of America (Texas Chapter, Board of Directors); Associated General Contractors of America (QUOIN-Dallas/Fort Worth Chapter, Legal Affairs Advisory Panel); Associated Builders & Contractors (Board of Directors).

## **Recent Publications & Speaking Engagements**

The Basics Course in Texas Construction Law: "What works and doesn't work in construction mediations and arbitrations - November 2017; Instructor: Preparation Course for 1st State Bar of Texas Construction Law Specialization Exam - September, 2016; "Effectively Allocating Risks in Multiparty Contracts," ICSC Roundtable presentation - December 3, 2014; "Top Construction Contract Issues and Pressure Points For The Players," 2012 Construction Law Conference, Belo Mansion - 2012; "Retention and Use of Experts in Construction Litigation," State Bar of Montana Construction Law Section, September 2006; "Subcontract Guidance for the Subcontractor: Achieving Consensus Without Absorbing All the Risks," Texas Institute for Continuing Legal Education/State Bar of Texas, March 2005; "This Letter Shall Serve as Formal Notice of Contract Termination' - The Rights and Obligations of Sureties and Obligees in Addressing Termination," Texas Institute for Continuing Legal Education/State Bar of Texas, March 2003; "The Engineer as an Expert Witness," Southern Methodist University Forensic Engineering Seminar Series, March 2002; "I Wasn't Going Broke Until You Stepped In To Help' - Traps for the Pro-Active Surety in the Pre-Termination Context," National Bond Claims Association, 2001; "Retention and the Use of

Experts in Construction Litigation," Texas Institute for Continuing Legal Education/State Bar of Texas, March 1999; "Pre-default Activism by Sureties - Should We Reconsider the Conventional Wisdom? A Debate," ABA/Surety and Fidelity Committee of the Tort and Insurance Practice Section, January 1998; "Ethics Issues in Construction Litigation," ABA/Litigation Section, Construction Committee, 1998; "Fanciful Logic & Creative History-Successful Assaults on Critical Path-Based Claims," University of Texas School of Law/Construction Law Conference, 1994; "Case Study-Dispute Between General Contractor and Major Subcontractor-Bad Faith in the Surety Context," University of Texas School of Law/Construction Law Conference, 1993; "Dominations & Control-Outlook for the 90's," National Bond Claims Association, 1993; "Federal Publications," Texas Construction Law (multiple presentations), 1991; "Examining the American Institute of Architects AIA A101, A201 & A401 Contract Forms," Associated Builders and Contractors, 1990; "Tort Liability in Safe Premises Cases," American Society of Safety Engineers, 1989.

<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	No professional time charge for travel; routine travel expenses for mileage, coach airfare, ground transportation, parking and housing - charged at cost.
<b>Mediation Rate</b>	\$4,000 Per Day
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	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.