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## **FN-18193 MN-18193 LN-18193, Jr., Esq.**

**Miami, Florida**



**Current Employer-Title** Frank Sexton ADR

**Profession** Partner - Commercial Litigation

**Work History** Frank Sexton ADR, 2018 – Present; Attorney, Roig Lawyers, 2016 – 2018; Partner, Levine Kellogg, 2014 – 2016; Partner, Fowler Rodriguez Valdes Fauli, 2010 – 2014; Attorney, Concepcion & Associates P.A., 2005 – 2010; Attorney, Silverio & Hall P.A., 2001 – 2005; Shareholder, Akerman Senterfitt & Eidson, 2000 – 2001; Founding Partner, Concepcion & Sexton LLP, 1989 – 2000; Partner, Hughes Hubbard & Reed, 1987 – 1989; Partner/Associate, Sage Gray Todd & Sims, 1976 – 1987; Associate, Olwine Connelly Chase O'Donnell & Weyher, 1974 – 1976.

**Experience** Over 49 years of experience as a civil, commercial trial lawyer, with 50% of practice in banking and securities litigation, 30% contract disputes, and 20% intellectual property and products liability law matters. Clients include German, Spanish, and Venezuelan banks and numerous foreign individuals and companies. Have had extensive experience litigating for international logistics providers, lenders and financial institutions; and have litigated extensively in the fields of sales, secured transactions, commercial paper, and real estate; international logistics. Insurance disputes and claims; both property and injury claims.

**Mediator Experience** A certified Circuit Court Mediator for over 20 years, and until 2019, remained a full-time litigator during the entire period and therefore mediated only significant commercial cases with substantial damages sought and complex issues involved. Since 2019, a full time mediator in all types of civil cases---commercial, business, real estate, probate and insurance disputes.

Mediated cases include:

State court case where the plaintiff was a corporation that loaned needed working capital to businesses. Defendant provided banking and the wealth management services to businesses and had borrowed many hundreds of thousands of dollars from the plaintiff. The loan agreements and promissory notes were extremely complex, and there bona fide issues as to whether the alleged security interests were viable and effective and whether the debt had been wholly or partially converted into equity in the borrower. There were also considerations as to whether the notes were

enforceable because tax due thereon had not been paid and also, whether the obligations carried a usurious rate of interest. The case was successfully mediated. Have mediated scores of property and casualty insurance disputes.

Real estate management corporation sued a condominium association for breach of a management agreement after plaintiff had allegedly discovered structural problems with the property and the defendant association had allegedly improperly canceled the management agreement. The case involved interpretation of the management agreement which was complex and open to different interpretations, as well as construction issues (each party brought construction experts to the mediation). The results ended being successfully mediated.

Successfully mediated a case that was pending in the United States District Court for the Southern District of Florida for years. Plaintiffs were freight forwarders and non-vessel-owner-common-carriers for hire. During their business relationship with defendants, plaintiffs had transported or forwarded cargo by the ocean and air from various foreign locations to locations in the United States, under agreements and booking orders placed by the defendants. Plaintiffs alleged that they had satisfied their obligations by shipping defendants' cargo and by prepaying the freight to the ocean or air carriers, and by forwarding or transporting, and delivering the cargo according to the booking orders and instructions. Defendants alleged that plaintiffs had not performed adequately; that the freight charges were exorbitant and violated the parties' agreements. Plaintiffs had also asserted that they would prove that the several defendants were alter egos of one another and would establish that at trial. There were several foreign nationals involved from every country in Latin America and Spain, many alleging of lack of personal jurisdiction (under the Hague Convention); lack of subject matter jurisdiction; and inadequate service of process.

Since 2019, has mediated dozens of insurance claims, both personal injury and property and casualty.

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

Issues involved in cases mediated have included:

the viability and enforceability of lending and security agreements;

reasonability of freight charges; interpretation of international logistics and shipping agreements;

Florida courts' personal jurisdiction over foreign defendants;

whether parties were alter egos of other parties;

construction defects;

whether members of a limited liability company violated their statutory and common law/fiduciary duties to other members;

insurance claims, both personal injury and property claims.

## **Mediator Style & Process Preferences**

As a commercial litigator of over 47 years, I have enjoyed the practice and would "do it all over again," but have seen the negative and sometimes devastating effects of litigation not only on individuals but businesses, even large ones.

Litigation is unpredictable, and has become extremely contentious and unpleasant, and is a process that few, even large companies, can afford. While realizing that there are some cases that must be tried "to the bitter end," most do not, I believe strongly that most cases should be resolved peacefully, and early in the process. Anything else is too destructive. While loving the courtroom process, I deeply believe in settlement through tenacious, creative mediation, where all the parties feel that they walk away if not winners, certainly not losers.

## **Technology Proficiency**

Proficiency on Zoom

## **Education**

Georgetown University (JD-1974; BA-1971).

## **Professional Licenses**

Admitted to the Bar: New York (1975), Florida (1982); U.S. District Court: Southern District and Eastern Districts of New York, Southern and Middle Districts of Florida, District of California,

District of Utah, District of Michigan; U.S. Court of Appeals: Second, Tenth, and Eleventh Circuits.

**Professional Associations** American Bar Association (Committee on Litigation; Trial Practice Committee); Dade County Bar Association; Coral Gables Bar Association; Miami International Arbitration Society; Doral Bar Association, South Miami/Kendall Bar Association; Florida Lawyers' Network; Inter-American Bar Association.

**Locations Where Parties Will Not be Charged for Travel Expenses** From Palm Beach Florida to Key West.

**Mediation Rate** \$425 Per Hour

**Languages** English

**Citizenship** United States of America

**Locale** Miami, FL

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.