



AAA Mediation.org™

## **FN-1871742 MN-1871742 LN-1871742, Esq.**

**Bloomfield, Michigan**

**Current Employer-Title** Leib ADR LLC - Owner

**Profession** Attorney, Arbitrator and Mediator

**Work History** Owner, Leib ADR LLC , 2014 – Present; Shareholder, Maddin, Hauser, Roth & Heller, P.C., 1998 - 2014 (Retired); Shareholder, Jacob & Weingarten, P.C., 1997 - 1998; Shareholder/Associate, Maddin, Hauser, Wartell, Roth, Heller & Pesses, P.C., 1985 - 1997; Associate, Hertzberg, Jacob & Weingarten, P.C., 1981 - 1985; Associate, Barris Sott Denn & Driker, 1979 - 1981.

**Experience** Engaged in the resolution of business disputes as a business trial lawyer. Represented individuals and businesses in business and commercial litigation, bankruptcy litigation, real estate litigation, receiverships, loan workouts, employment litigation including non-competition and confidentiality disputes. Tried cases to conclusion in state and federal courts in both bench and jury trials as well as in arbitration hearings, including defamation (jury), title insurance defense, business tort disputes, restrictive covenants, employment discrimination, bankruptcy insurance defense (jury), legal malpractice defense (jury), contract disputes (jury and non-jury) real estate dispute arbitration hearing, misappropriation of trade secret arbitration hearing. Participated in numerous evidentiary hearings. Argued appeals in the Michigan Court of Appeals and U.S. Sixth Circuit.

**Mediator Experience** Have been an advocate and mediator in complex business, contract and real estate cases including shareholder disputes, employment disputes, insolvency disputes including real estate workouts, and professional liability cases.

After retiring from trial practice in 2014, have been devoted to mediation and arbitration, including mediation of discovery disputes.

**Representative Issues Handled as a Mediator**

- Contract disputes,
- Bankruptcy nondischargeability disputes including a claim of fraud by defendant that induced plaintiff to invest in certain ventures,
- Pension litigation involving a municipal employee and municipal pension programs,
- Shareholder disputes including the dispute between a shareholder and successful automobile dealership,
- Sale of machinery with alleged hacking of plaintiff's email wire payment instructions,
- Dispute between county and former property owners seeking damages from the failure to pay the former owners, after tax foreclosure sales, the excess of sale proceeds above taxes and costs of sale,
- Enforcement of non-competition agreement where the agreement was allegedly destroyed in a ransom ware attack,
- Professional liability case involving the builder of a well-known food chain and his former lawyer,
- Enforcement of a business purchase agreement between equity owners of the business and real estate subject to a large bank loan, and
- Landlord tenant claim for breach of a commercial property lease.

**Mediator Style & Process** I view each mediation as an opportunity for all participants to solve a problem. I try to determine

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| <b>Preferences</b>                                    | <p>whether the parties have sufficient information to make informed decisions. If they don't have such information, we determine what information is needed. We then work to determine the needs and wants of each party, with an opportunity for the client to express themselves. I work with the parties to determine the best process and whether joint sessions might work well and/or whether caucus sessions might work better.</p> <p>I make sure the parties understand they make the settlement decisions with the advice of counsel. I will share my view of the case reluctantly in the beginning of the mediation process, but more freely as the process continues when I sense it would help. I encourage the parties and counsel to take advantage of my thoughts on negotiation, offers and counteroffers, and experience as the day proceeds.</p> <p>I require mediation statements and ask the lawyers to prepare settlement agreements in advance of mediation so they are prepared for monetary and non-monetary settlement asks.</p> |
| <b>Education</b>                                      | Wayne State University Law School (JD, Cum Laude-1979); University Of Montana (MM-1974); Kalamazoo College (AB-1970).  |
| <b>Professional Licenses</b>                          | Admitted to the bar: Michigan, 1979; U.S. District Court-Eastern District of Michigan, 1979; U.S. Sixth Circuit Court of Appeals, 1983; U.S. Supreme Court, 1992; U.S. District Court-Western District of Michigan, 1998.  |
| <b>Professional Associations</b>                      | American Bar Association (ADR Section); State Bar of Michigan (Member, State Bar of Michigan Judicial Qualifications Committee until September 2016, Council Member of State Bar of Michigan ADR Section, Past Chairperson State Bar of Michigan Character and Fitness Committee), Real Property Section; Oakland County Bar Association (Past Chairperson, Circuit Court Committee); Federal Bar Association, E.D. Mich (ADR Committee).  |
| <b>Recent Publications &amp; Speaking Engagements</b> | <p>American Bankruptcy Institute-Consumer Bankruptcy Association. Presentation at plenary session on Evidence and Trial Skills, November 10, 2017</p> <p>Federal Bar Association, E.D. Mich., April, 2014, Trial Advocacy Workshop</p> <p>Federal Bar Association, E.D. Mich., October, 2011, Trial Advocacy Workshop, "Expert Witnesses and Expert Testimony"</p> <p>Central States Bankruptcy Workshop, American Bankruptcy Institute, June, 2010, panel member, "Non Dischargeability: When is Fraud Really Fraud and Other Discharge Issues"</p> <p>Federal Bar Association, E.D. Mich., February 2008, "Financial Litigation in Federal Court"</p> <p>Faculty, ICLE, Enforcing Non-Compete and Confidentiality Agreements; Protecting Your Clients Where it Counts; September 8, 2000</p>   |
| <b>Mediation Rate</b>                                 | \$375 Per Hour   |
| <b>Languages</b>                                      | English  |
| <b>Citizenship</b>                                    | United States of America   |
| <b>Locale</b>   | Bloomfield, MI   |

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.