



AAA Mediation.org™

FN-19896 MN-19896 LN-19896, Esq.

Sacramento, California



Current Employer-Title Full-Time Arbitrator and Mediator

Work History Self-employed Arbitrator & Mediator, 1990 - Present.

Prior Employment Positions: For eight years, private practice of labor and employment law representing management clients in both public and private sectors, Sacramento, CA; for two years, Assistant Chief Counsel, Department of Personnel Administration (now CalHR), State of California; for one year, Instructor, Universidad Autonoma de Centroamerica, San Jose, Costa Rica; for almost three years, private practice of labor and employment law representing unions and employees, Los Angeles, CA; for two years, NLRB Field Attorney, San Francisco and Oakland, CA; for almost three years, private practice of labor and employment law representing unions throughout the southern U.S.; one-year clerkship for Justice of Arkansas Supreme Court.

Experience Before becoming a full-time neutral in 1990, advocated, advised and litigated in both private and public sectors in state and federal courts (jury and court trials), administrative forums, and arbitration. Twenty-year advocacy career with primary emphasis on litigation of employment disputes. Member of AAA Employment Panel since its inception.

Mediator Experience Since 1990, has mediated business, real estate, land use, construction, professional malpractice, tort, and intellectual property disputes, as well as labor (in both rights and interest arbitration settings) and employment matters (civil rights, wrongful termination, sex/race/disability discrimination including class actions). Has mediated complex employment disputes in the public sector involving teachers, technology employees, police/fire, and healthcare workers. Fluent in Spanish and has worked as a mediator in employment cases involving monolingual Spanish-speaking workers.

Representative Issues Handled as a Mediator In the process of mediating commercial disputes, has dealt with issues of contract interpretation, bankruptcy, shareholders' agreements, trade secrets, confidentiality agreements, covenants not to compete, solicitation, and asset purchase agreements. As a mediator in employment matters, has dealt with claims of hostile environment, quid pro quo sexual harassment, claims for attorney's fees under civil rights statutes, wrongful discharge in violation of public policy, discrimination on account of race, sex, religion, and national origin, breach of contract and breach of the covenant of good faith and fair dealing. As mediator in labor matters, has assisted employers and unions in reaching agreement as to wages, hours and other terms and conditions of employment. Has also mediated grievances under existing union contracts involving issues such as safety, premium pay,

overtime, and staffing ratios.

Mediator Style & Process Preferences	Mediation is a collaborative effort that involves a profound commitment on the part of the mediator, the parties, and their representatives. A successful outcome is the product of this collaboration. In order to enhance the prospects of a mutually agreeable resolution of the dispute, I request submission of confidential pre-mediation statements, which briefly outline the history of the dispute and any previous negotiating positions. Through the use of a structured joint meeting, I establish ground rules for stepping back from the litigation process to begin a productive exchange of proposals and counterproposals that may lead to the resolution of the dispute. During the opening meeting, I also explain the mediator's ethical obligation to guard the confidences of each party with the utmost diligence and I caution all parties to clearly differentiate between confidential and non-confidential communications throughout the process. I also emphasize the confidentiality of all communications by and between disputants during the mediation process. While I respect the rights of the parties to self-determination, I expect parties to take the mediation seriously, to deal with each other in good faith, and to continue to explore a possible resolution until either a settlement is reached, or the mediator declares further mediation efforts to be futile. I encourage all parties to trust the mediator with confidential information because if the mediator has more information than any of the disputants, this helps the mediator to identify potential avenues for resolution. As the mediator, I recognize my continuing obligation to safeguard my neutrality.
Education	University of Arkansas, Fayetteville (JD with honors); University of Wisconsin, Madison (B.A. with honors).
Professional Licenses	Admitted to the Bar: Arkansas (1973), California (1977).
Professional Associations	National Academy of Arbitrators; Sacramento County Bar Association (Labor and Employment Section, Past Chair); California State Bar (Labor and Employment Section); American Bar Association (Labor and Employment Section; ADR Section); College of Labor and Employment Lawyers (Fellow).
Recent Publications & Speaking Engagements	Co-authored quarterly column on the subject of employment arbitration in the Chronicle published by the National Academy of Arbitrators. Co-authored articles "Surviving Your First Labor Arbitration: Tips for the New Advocate," Dispute Resolution Journal, Volume 70/ No. 1, 2015 and "Factfinding Under the Meyers-Milias-Brown Act: Arbitrators' Perspectives, CPER Journal Online, Issue 207, September 2012.
Mediation Rate	\$550 Per Hour
Languages	English, Spanish
Citizenship	United States of America
Locale	Sacramento, CA

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.