



AAA Mediation.org™

FN-20706 MN-20706 LN-20706, Esq.

Wilmette, Illinois



Current Employer-Title Armstrong Teasdale LLP - Partner

Member of the Commercial Litigation Department including Alternative Dispute Resolution

Profession Attorney

Work History Partner, Armstrong Teasdale, LLP, 2023-Present; Partner, Novack and Macey LLP, 1988-2023 and Managing Partner (1994-2004); Associate, Levy & Erens, 1985; Associate, Windels Marx Davies & Ives, 1980-1984.

Experience Complex business litigation, trial practice, arbitration and mediation involving:

Contracts, commercial real estate, partnership and shareholder disputes, insurance coverage (including business interruption, property/casualty, reinsurance, and legal malpractice), healthcare services, the manufacture and sale of medical devices and pharmaceuticals, professional liability, information management systems, software development and licensing agreements, and royalty claims.

Employment matters including disputes concerning termination, the right to bonuses, stock options and other forms of compensation, non-compete agreements, trade secrets, unfair competition, wage and hour laws, the FLSA and the Illinois Wage Payment and Collection Act.

Professionals (lawyers, physicians and accountants) in partnership and employment disputes, and in cases involving censure, dismissal or other sanctions from professional organizations.

Embezzlement and other forms of theft.

Internet and other forms of defamation.

Mediator Experience Experience includes the following subject areas: commercial real estate, contracts for the sale of goods, executive employment contracts, personal injury claims, and defective products. Mediation skills are supported by more than 35 years' experience as a litigator of complex commercial cases, more than 25 years' experience as an arbitrator of more than 225 commercial and employment cases, completion of a 40-hour Mediation Skills Training course at Northwestern University, and

mediations performed for the American Arbitration Association, other arbitral institutions, and privately.

Representative Issues Handled as a Mediator

Representative issues in the employment context involve questions relating to the termination and compensation of a business executive and the application of IL Wage Payment Act.

Representative issues in a contract setting include the accuracy of financial representations and warranties in a contract to acquire a business, rights and remedies under the Uniform Commercial Code, specific performance under a medical supply agreement, the analysis and interpretation of contract provisions, a consultant's claims for commissions for obtaining a source of funding, and the analysis of complex damage issues.

Mediator Style & Process Preferences

For a mediation to be successful, both sides have to have a genuine interest in settling their dispute and a sufficient knowledge of the facts. At the outset, I try to make sure that both of those conditions are present. Once they are, I ask the parties to exchange position statements and, if appropriate, to send me a confidential statement of its main interests and settlement goals.

I read the submissions carefully, think about the issues they present, and consider possible solutions or compromises. Good preparation on my part is critical.

I usually meet with each side privately before the mediation starts and begin the mediation with a joint session in which each side presents its position. Giving each side the opportunity to present its case and to hear the other side's perspective often helps each party evaluate the comparative strengths and weaknesses of its case. This can lead to more productive discussions and often is particularly useful to client representatives. There are exceptions to this practice, however, and I will forego such a joint session if the parties believe it will be disadvantageous.

I view my role as providing assistance in the negotiation process and helping the parties come to an agreement based on their own judgments. This involves much more thought and participation than simply being a messenger carrying settlement proposals back and forth. Furthermore, when it is appropriate, I sometimes take an evaluative approach and, in private of course, raise questions about or even challenge certain elements of a party's position. My goal is not to take sides, but to offer observations that will help each party fully consider the circumstances and take an informed and realistic approach in the negotiations.

I am committed to being patient, attentive and persistent throughout the process. So long as the parties are operating in good faith, I am willing to work as hard and long as it takes to reach a satisfactory resolution.

Technology Proficiency

Am perfectly comfortable with Zoom or similar platforms, though Zoom is preferred, and have held many status conferences, oral arguments and evidentiary hearings using such systems. Willing to hold hybrid hearings where the hearing is in person but some witnesses are permitted to testify by video. Accept electronic pleadings, motions, exhibits and documents though sometimes ask that certain documents and pleadings above a certain length be provided in hard copy.

Education

New York University (JD-1980); Thomas J. Watson Fellow (1976-1977); Wesleyan University (BA, magna cum laude and with honors-1976); Northwestern University (Mediation Skills Training Program, 40 hours-2014).

Professional Licenses

Admitted to the Bar: Illinois (1985), New York (1981); U.S. District Court: Southern and Eastern Districts of New York (1981), Northern (1985) and Central (2007) Districts of Illinois, Western District of Michigan (2003); U.S. Court of Appeals: Second (1984) and Seventh (1986) Circuits.

Professional Associations

American Bar Association, Editor ADR Website, Former Director of Publishing Board, Past Co-Chair of ADR Committee (2016-2020); Chicago Bar Association, Past Chair, Civil Practice Committee; Federal Bar Association, Director, Chicago Chapter, 2010-2016; International Advisory Group, Board of Managers and Secretary (2014-2019); Chicago International Dispute Resolution Association, Member, 2005 to present; College of Commercial Arbitrators, Former Director (2016-2022), Present Co-Chair of the Website and Social Media Committee and Past Chair of the Outreach Committee; National Academy of Distinguished Neutrals; Resolution Systems Institute, Director, Secretary and former Chair of Development Committee; American Bar Foundation Member; Adjunct Professor, DePaul College of Law, teaching Commercial Arbitration

(2015-present); Member Private Directors Association, 2018-2019; Shadow Director, M.R. Bauer Foundation. 2021 to present.

Recent Publications & Speaking Engagements

“District Court Enforces Arbitration Clause in Employment Contract,” published on the American Bar Association ADR Website (“ABA”) (December, 2014); “Federal Circuit Holds That Magistrate Judge Violated Duty To Disclose,” Side Bar, published by the Federal Bar Association, (December, 2014); “Battle of Forms and Arbitral Jurisdiction,” ABA (August, 2014); “Under AAA Rules, Arbitrator Decides Jurisdiction,” ABA (July, 2014); “FINRA Holds that Class Action Waivers Are Invalid For Investor Disputes,” ABA (May, 2014), “Equitable Estoppel Denied And Arbitration Avoided For These Antitrust Claims,” ABA (March, 2014); “Failure to Disclose Leads to Vacatur,” ABA (February, 2014); “Mayer Brown Study Finds Class Actions Offer Little Benefit To Consumers,” ABA (January, 2014); “Arbitration Panel Has Power To Decide All Ancillary Issues,” ABA (December, 2013); “Sixth Circuit Affirms Refusal To Compel Arbitration,” ABA (November, 2013); “Party That Litigates Waives Right to Arbitrate,” ABA (September, 2013); “Arbitrators Have Discretion To Exclude Evidence,” (August, 2013); “Muscular Arbitration and Arbitrators Self-Management Can Make Arbitration Faster and More Economical,” published in the AAA's Dispute Resolution Journal (June, 2013); “Internet Defamation: The Need to Change Illinois and Federal Law,” CBA Record, (March, 2013); “Contracts For the Benefit of A Third Person,” Chapter 10, Illinois Contract Law, IICLE (January, 2013); Smart Evidence: Commercial Litigation, IICLE, (June, 2012); “Preserving the Record During Trial,” and “Motions at the Close of the Evidence,” Chapters 5 and 10, respectively, in Illinois Civil Practice: Trying the Case, (May, 2012); What To Do When A Party Refuses To Pay Its Arbitration Costs,” ABA Dispute Resolution Magazine (Fall, 2011); “Small Business and the Corporate Opportunity Doctrine,” ABA Business Law Today, (August, 2011); “Nonparty Discovery Under the Federal Arbitration Act,” Illinois Bar Journal, (September, 2010); “Should Your Firm's Engagement Letter Contain an Arbitration Clause?” Conflict Management, ABA Committee on Alternative Dispute Resolution (Winter/Spring 2010); “Venue in Federal Civil Cases,” Chapter 5, Federal Civil Practice, IICLE (March 17, 2010); “The Collapse of the Auction Rate Securities Market,” October 2009; “Protecting the Natural Cost Advantages of Arbitration,” In-House Litigator, ABA Section of Litigation, (Fall 2008); “Obtaining TROs and Preliminary Injunctions,” LITIGATION REVIEW, 2004; “Restrictive Covenants in Medical Employment Agreements,” Litigation Review, (2003); “Disputes About Common Area Maintenance Charges,” Litigation Review, (2002), “Recent Supreme Court Rulings on the Americans With Disabilities Act,” The Trial Lawyer's Guide, vol. 43, no. 2 (1999); “Expanding Illinois' Provisions for Service of Process on Individuals,” CBA Record (July/August 1991). Interviewed for an article entitled “Is Liability Lurking In Your Safety Rules?,” OCCUPATIONAL HAZARDS, December 2000.

SPEAKING ENGAGEMENTS: “Arbitrating Environmental Claims,” CBA Environmental Committee Annual Conference (March, 2015); “Illinois’ New Mandatory Arbitration Program for Commercial Cases,” (February, 2015); “Managing A Successful Arbitration: The Preliminary Hearing Conference and Discovery,” sponsored by the College of Commercial Arbitrators and the American Arbitration Association, June 10, 2014; “Discovery, Dispositive Motions, Remedies for Non-Payment, and Sanctions Under the New AAA Commercial Rules,” AAA CLE Seminar on January 27, 2014.

Locations Where Parties Will Not be Charged for Travel Expenses

Chicago; anywhere when cases are held by Zoom

Mediation Rate

\$650 Per Hour

Languages

English

Citizenship

United States of America

Locale

Wilmette, IL

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.