



AAA Mediation.org™

**FN-2078436 MN-2078436 LN-2078436,
Esq.**

Hawthorne, California

Current Employer-Title Arbitrator and Mediator, Self-Employed

Profession Attorney, Mediator, Arbitrator, Educator

Work History Arbitrator and Mediator, 2007-Present; Member City Council (Hawthorne, California), 2011-2022; Adjunct Professor, California State University, Dominguez Hills, 2007-2022; Adjunct Professor, Embry-Riddle Aeronautical University, Spring Semesters, 2008-2010; General Attorney, Federal Aviation Administration ("FAA"), 1988-2007; Hearing Examiner (Part Time, As-Needed), Los Angeles Department of Transportation Senior Law Clerk, Office of the City Attorney of Los Angeles, 1985-1988; Staff Attorney, Bristol-Myers Co., 1980-1982.

Experience Litigation: As a General Attorney for the FAA, acted as Defense Counsel in employment cases based on wrongful termination or suspension of an employee, wherein charges of violating Title VII or other federal laws were brought. The cases were brought by employees under EEOC Regulations, Merit Systems Protection Board regulations, or the Whistleblower Protection Act. The cases involved personnel who were filing charges of discrimination against the employer and/or its management. In this capacity, answered complaints, and filed responsive pleadings, briefs, and memoranda. Preparation for trial required working extensively with human resources, labor relations, and management personnel to gain thorough knowledge of the personnel policies and labor contracts as well as the requirements of the Complainant's employment position. Interviewing fact witnesses required a thorough understanding of their jobs and how they had interacted with the Complainant in order to properly defend the employer by determining if policies had been violated or laws broken. Interviewing expert witnesses required understanding the areas of their expertise in order to determine whether and how their testimony could bolster the FAA's position that it had not violated any law or policy. Where cases were appealed, filed litigation reports, and cooperated extensively with the United States Attorney, including preparing litigation reports, and preparing witnesses for direct and cross-examination.

Contract Law: As a General Attorney for the FAA, Negotiated government contracts and leases, requiring a thorough knowledge of the Agency's regulations and procurement guidance describing the process of reviewing government contracts. Issued legal opinions in response to public requests for clarification of government regulations. Issues that were researched and for which opinions were issued involved, for example, personal service contracts, appropriations, construction issues, liability clauses, and reimbursable contracts.

Faculty: California State University at Dominguez Hills, 2007-2022, taught a 12-week course in Administrative Law, which included the teaching of formal Adjudication and Alternate Dispute Resolution as part of the curriculum.

Embry Riddle Aeronautical University, taught a 9-week course, "The Legal, Ethical and Regulatory Environment of Business," Spring Semester, 2008, 2009, and 2010, in which graduate students were required to understand how law and ethics affect the business environment. Also taught "Business Law," a 9-week course in all aspects of business law.

Alternative Dispute Resolution Experience:

Arbitrator: Arbitrated a total of 32 cases for the AAA. Approximately eighty per cent (80%) have been in the area of Employment Law and the remainder in Commercial Law. Some of the Employment Law issues were: 1) Wrongful Termination, in which the issue was whether termination by Respondent was in response to Claimant's requesting FMLA leave; 2) The arbitrability of Claimant's Labor Code claims under the Employment Trade Secrets Agreement (ETSA); 3) Whether the cancellation policy of Claimant, a host of a bed and breakfast owned by Respondent, could be overridden by Respondent in the face of the extenuating circumstances presented by the COVID-19 pandemic; 4) Whether Respondent could show that Claimant's race discrimination claim had no merit and that management's workplace decisions flowed entirely from lawful business reasons; 5) Whether Claimant had been hired as a General Manager, an at-will employee position, or had been offered a contract for employment for a definite period of time; 6) Whether Claimant was subjected to gender discrimination and sexual harassment, through a pattern of a hostile and abusive work environment; 7) In the area of Commercial Law, whether Respondent was liable for an ERISA breach of fiduciary duty.

Mediator Experience

Mediated cases involving contractual disputes such as breach of contract/warranty/contractual fraud, and breach of rental lease. Also mediated cases involving personal injury and property damage (vehicular).

Certified on the panel of Mediators for the American Arbitration Association.

Certified on the panel of Mediators for the United States Postal Service (USPS), 2008-Present. Completed at least 100 mediations in which postal employees charged that the USPS violated Title VII employment law or policy, by taking actions based on race, age, national origin, sex, or the failure to accommodate a disability. The complainants were responding to such actions taken by management as termination, suspension, or issuance of letters of warning.

Certified on the panel of Mediators for Los Angeles Superior Court (2008-2012). Subsequently, completed at least five enrichment courses provided by the court. Conducted at least 100 mediations for the court, mainly involving personal injury, contractual disputes, breach of warranty, breach of rental lease, and premises liability. The mediation program was terminated by the Court in 2012.

Representative Issues Handled as a Mediator

Was the employer liable for sexual harassment where employees were engaged in looking at a lewd calendar in the breakroom?

Was an employee wrongfully terminated based on race and sex, where the employee was engaged in a physical altercation with another employee?

Was an employee wrongfully terminated (based on retaliation) where the termination occurred after the employee reported that the supervisor was violating company policy in making employment decisions?

Was an employee wrongfully issued a letter of warning for failing to perform their work schedule requirement where they had advised management that they were physically unable to do so?

Did the employer create a hostile work environment where the supervisor, after issuing a seven-day suspension, transferred the employee to another work location, refused to accept the explanation concerning the absences, charging employee with being AWOL, and issued a notice of termination?

Did an insurance company unlawfully deny automobile coverage where the company claimed that the policy has lapsed prior to the accident?

Mediator Style & Process Preferences

I have a facilitative style of mediation. However, I have used different types of mediation techniques, depending on the type of case and will use evaluative mediation where there is an impasse or where the parties request it.

I obtain enough information about the case in advance so that I am familiar with the issues involved. Depending on the complexity of the case, I may require the parties to submit briefs in advance. I require a signed Agreement to Mediate at the beginning of the session, to advise that the parties have a right to representation at the mediation, and that my role is not that of attorney or advocate, but as a neutral facilitator. The Agreement also clarifies the expectation that the parties are expected to negotiate in good faith, be open and honest with each other, and work toward settling the dispute.

I allow each party to have an opening statement before beginning the negotiation process. I also advise that I may conduct a caucus session with each party to discuss the dispute. If I do conduct

caucus sessions, I listen carefully to both sides, using shuttle diplomacy, and maintain a neutral position, as I attempt to move both sides toward a settlement.

Technology Proficiency	Familiar with online platforms such as Zoom and LoopUp. Willing to conduct hearings/conferences using those platforms.
Education	Fordham University School of Law (JD - 1974) City University of New York (BA- 1963; MA - 1967)
Professional Licenses	Admitted to the Bar: New York (1976).
Professional Associations	Fordham Law Alumni Association, Elected to Hawthorne City Council 2011, served from 2011-2022.
Recent Publications & Speaking Engagements	Council Member, City of Hawthorne, CA 2011-2022. Negotiated contracts and leases; addressed the City Council on many occasions, concerning pending legislation and resolutions. Taught "Administrative Law," California State University at Dominguez Hills, 2014-2022, a course that required instruction to students, both in person, and on Zoom during the Covid-19 pandemic.
Mediation Rate	\$300 Per Hour
Languages	English
Citizenship	United States of America
Locale	Hawthorne, 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.