



AAA Mediation.org™

**FN-2096528 MN-2096528 LN-2096528,
Esq.**

White Plains, New York



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Current Employer-Title	Bleakley Platt & Schmidt, LLP - Partner Available for arbitration and mediation via video conference and teleconference, in addition to in-person proceedings where safe and appropriate.
Panelist Video	https://www.adr.org/videoresume?paramName=279568448
Profession	Attorney, Arbitrator, Mediator
Work History	Partner, Bleakley Platt & Schmidt, LLP (Insurance and Employment Practice Groups, 2008-present; Vice President/Claim Counsel/Acting Fidelity Claim Manager, Hartford Financial Services Group, Inc., 2000-2001 and 2008-2002; Partner, Peterson & Ross, 1995-1999; Partner, Wilson, Elser, Moskowitz, Edelman & Dicker, 1981-1994; Law Clerk, Hon. Joel J. Tyler, U.S.M.J., U.S. District Court, Southern District of New York, 1980-1981.
Experience	Forty years of experience in all aspects of property and casualty, healthcare, employment, medical benefits, and construction claims, including first party and third party claims as well as reinsurance disputes. These matters have included issues involving business interruption, fire losses and consequent subrogation claims, law firm disputes related to wrongful termination, insurance and reinsurance coverage involving asbestos, medical benefits, construction defects, cyber-related claims, wrongful termination of managing underwriting and general agency agreements and breach of contract by healthcare providers and insurers in medical settings.
Mediator Experience	<p>Certified as a Qualified Mediator by the AIDA Insurance & Reinsurance Arbitration Society ("ARIAS"), a leading insurance and reinsurance industry trade association. Since 2004, has served on the Roster of Neutrals for the Commercial Division of New York Supreme Court in and for New York and Westchester Counties. As Mediator, has handled the following:</p> <p>First party property - Mediated dispute between builder, owner and insurer for property damage allegedly resulting from earthquake and involving "wear and tear" exclusion.</p>

Surety and fidelity - Mediated dispute between electrical company and surety under construction bond as well as other disputes involving employee dishonesty claims.

First party property - Mediated dispute between building owner and insurer for property damage caused by earthquake.

D&O Coverage - Mediated dispute between not-for-profit institution and insurer regarding insured versus insured exclusion.

Commercial General Liability - Mediated dispute between homeowner, insurer and contractor regarding property damage due to mold.

Construction Defect - Mediated dispute between building owner, construction manager and contractor for claimed overpayments and damage to neighboring building during construction due to failure to properly perform construction activities.

Representative Issues Handled as a Mediator

Mediated disputes involving insurance coverage issues such as late notice (in both first and third party context), mold exclusions, scope of "your work" exclusion, scope of the "wear and tear" exclusion, scope of insured versus insured exclusion, causation issues as to whether loss was caused by "covered perils," such as "windstorm or hail" or "weight of snow", and applicability of other conditions, limitations and exclusions to coverage under liability and first party policies. In addition to issues of coverage and liability, these claims have addressed quantum of claimed loss in light of disagreements over the extent of loss suffered by the insureds in light of competing expert and adjuster reports.

Mediator Style & Process Preferences

I view mediation as an exercise in joint problem solving during which all appropriate individuals must participate. I expect counsel to attend with decision-makers who are fully empowered to settle on their own and have full knowledge of the facts. In almost all cases, this would include the appropriate insurance claim handler with full and complete decision-making authority. This is particularly important in the insurance context whereby claim handlers may prefer to participate by telephone. I believe it is also important to explain the mediator's role as "agent of reality" and to generate good will and trust with counsel and the parties at the outset. This could include some pre-mediation contact setting the stage for settlement with the right type of atmosphere. During the mediation, it is important to allow the parties to vent and explore each other's arguments before beginning actual negotiations. As negotiation begins, it is the mediator's role, in my view, to discourage "out of ball park" offers or demands by re-framing issues and asking appropriate questions. I believe the mediator should not become too "evaluative" until later in the process, if at all. Finally, I believe persistence of the mediator is a key to settlement success.

Education

New York University School of Law (LLM-1988); Drake University School of Law (JD-1980); State University of New York, College at Oneonta, (BA-1976).

Professional Licenses

Admitted to the Bar: New York, 1981.

Professional Associations

Westchester County Bar Association (Municipal Law Section, Co-Chair); American Bar Association (Torts and Insurance Compensation Section); Alternative Dispute Resolution Section); AIDA Reinsurance and Insurance Arbitration Society, ARIAS US (Certified Arbitrator and Mediator).

Recent Publications & Speaking Engagements

Moderator, ADR Opportunities in Westchester County Supreme Court, NYS Bar Assn., 2020; Presenter, As Businesses Reopen, the Lawsuits Begin, NYS Bar Assn., 2020; Presenter, Contractual Indemnification and Additional Insured Coverage, accredited for CLE by NY Bar Assn., 2019; Negotiating and Mediating Insurance Claims: Helpful Tips For The Insurance Professional, August 5, 2013, accredited for CE and CLE by California, Texas and Florida Insurance Departments and Illinois Bar Association; Presenter, Mediator's Role In Reform of Reinsurance Disputes, AIDA Reinsurance & Insurance Arbitration Society, ARIAS US, May 6, 2010; Presenter, Intensive Arbitration Training Workshop, AIDA Reinsurance & Insurance Arbitration Society, ARIAS US, March 5, 2007; "Mediation of Insurance Disputes," NYS Bar Assn., September 28, 2006; "Mediating with Municipalities: Effective Use of ADR to Resolve Employment, Public Policy and Inter-Municipal Disputes," Westchester County Bar Association, March 28, 2006. Author, REINSURANCE LAW, PLI Press, 2005.

Mediation Rate	\$395 Per Hour
Languages	English
Citizenship	United States of America
Locale	White Plains, NY

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.