



AAA Mediation.org™

## **FN-21063 MN-21063 LN-21063, Esq.**

Sea Girt, New Jersey



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**Current Employer-Title** Law Offices of Sheryl Mintz Goski, PA

**Panelist Video** <https://www.adr.org/videoresume?paramName=272766008>

**Profession** Attorney

**Work History** Law Offices of Sheryl Mintz Goski PA, 2010 – Present; Managing Director (2004) and Chairperson of the Commercial Litigation Department/Director/Shareholder, Herold & Haines, 1999 – 2010; Partner, Ravin Sarasohn Cook Baumgarten Fisch & Baime, 1994 – 1999; Senior Associate, Pitney Hardin Kipp & Szuch, 1990 – 1994; Associate, Greenbaum Rowe & Smith, 1987 – 1990; Associate, Cravath Swaine & Moore, 1987; Federal Law Clerk, 1985 – 1987.

**Experience** Practice is 90% neutral work - arbitration and mediation - with most referrals from attorneys on prior cases.

When engaged in private practice, was primarily engaged in the litigation of the above areas of law. Fifty percent (50%) of practice is in construction law, primarily representing general contractors and some owners, developers, homeowners, public agencies, and suppliers/manufacturers, involving private residential, commercial and industrial projects. Handled substantial construction matters on behalf of general contractors, owners, and manufacturers of equipment incorporated into construction such as delay claims, construction defect claims, and public bidding disputes. Counsel to various specialty chemicals companies in areas of insurance coverage and allocation of such coverage. Expertise also includes allocation of responsibility, contamination (investigation and characterization), site remediation, and matters involving Superfund sites. Experienced with federal statutes including CERCLA, SARA, RCRA, etc. Deals with the U.S. Environmental Protection Agency, New Jersey DEP, New York DEC, and local sewage authorities in New Jersey. Awarded title of "Superlawyer" for ADR, construction, and insurance disputes, 2006 to date.

Specific Areas of Insurance Coverage Expertise include:

- Allocation of loss among multiple insurers
- Primary/excess issues
- Trigger issues and number of occurrences

- Exhaustion of policy limits
- Toxic torts and hazardous wastes coverage
- Casualty and environmental coverage
- Professional liability coverage
- Employer liability coverage
- Various other first-and third-party coverage
- Complex Construction and Commercial.

In more recent years have handled consumer claims involving premises liability; products liability; discrimination; motor vehicle accidents; other personal injury cases on a mediated and arbitrated basis with great success towards final resolution.

## **Mediator Experience**

Handled scores of consumer arbitration cases involving homeowners/ contractors; products liability; motor vehicle accidents; premises liability (slips and falls); discrimination; disability claims; class actions involving service providers and product defects. Most cases settle quickly; Mediator ensures that the persons with authority from both the consumer and the company side are present and ready to negotiate.

## **Representative Issues Handled as a Mediator**

Construction cases have involved issues such as responsibility for changes in the design or the selection of materials in the context of home repairs, as well as design build and lump sum contracts.

Employment claims have involved issues of whether the employee was terminated for cause or for a pretextual reason in response to a whistle blower assertion. Also mediated issue of other employee benefits such as disability, pursuant to employee benefits plans and insurance policies.

Long term disability claims involved the scope of the disability policy, the definition of inability to work, and whether the alleged limitation fit within that definition, as well as whether it was a continuing condition.

Insurance coverage issues related to placement of first party insurance and involved whether replacement cost was to be procured vs. whether such more extensive coverage was available or feasible in the particular market or under the circumstances, as well as the expectations of the insured and whether those expectations were conveyed to the insurer by the broker. Also, insurance coverage issues related to policies of disability insurance, accidental death or ERISA benefits.

Contract dispute between a third party administrator of health insurance claims and the health insurer, HMO under an agreement whereby the TPA business was sold to the HMO. Also experienced in contract disputes between vendors and owners.

AAA mediation has included business contract disputes, homeowner/ developer disputes, leasehold and real estate contract disputes. Every AAA matter mediated has been resolved in one day.

## **Mediator Style & Process Preferences**

My philosophy is that mediation should be used in a way that will be effective and will be economical. Most of the mediations post 2020 and continuing to date are conducted remotely. I will send a calendar invite with the Zoom link to ease scheduling and participation by attorneys, if applicable, and clients. I set up separate breakout rooms for each side and sometimes a confidential room in which I might speak privately to an attorney. I quickly get to the bottom line for each side and resolve expeditiously. I feel that every case should be resolved and statistically will be resolved prior to an adjudication.

## **Education**

Rutgers University at Newark (JD, with honors-1985); University of Albany (BA, summa cum laude-1978). London School of Economics & Political Science.

## **Professional Licenses**

Admitted to the Bar: Florida (2015), District of Columbia (1986), New York (1986), New Jersey (1985); Certified Arbitrator and Mediator, U.S. District Court: District of New Jersey.

## **Professional Associations**

Since 2006, nominated to the 'Superlawyers' / 'Best Lawyers' for ADR; Construction; and Insurance Coverage; Chairperson New Jersey Supreme Court Committee on Attorney Advertising; District Ethics and Fee Arbitration Committees; International Institute for Conflict Prevention and Resolution (Mediator Insurance Coverage Panel); International Mediation Institute (IMI) Certified Mediator, Member of the New Jersey Supreme Court Committee Attorney Advertising since 2006; Member Hudson County Fee Arbitration Panel

**Recent Publications & Speaking Engagements**

International Arbitration Seminar, Center for International Legal Studies, Salzburg, Austria, June 2006. Adjunct Professor, Rutgers Law School - Newark, teaching International Alternative Dispute Resolution, Teacher Representative for International Chamber of Commerce Mediation Competition Rutgers Law School, Paris, France Since 2009 and each date thereafter; coach to the Rutgers Law Team, quarter finalist.

In addition to Rutgers Law School, Adjunct Professor at St. John's Law School teaching the Dispute Resolution Society Intense Summer ADR Advocacy Course as well as the St. John's Commercial Arbitration Course both to law students and international graduate law students.

**Locations Where Parties Will Not be Charged for Travel Expenses**

In New York, New Jersey or Florida without Additional Compensation for Travel if proximate to office/ home (Southeast Florida)

**Mediation Rate**

\$2,000 Per Day

**Languages**

English

**Citizenship**

United States of America

**Locale**

Sea Girt, NJ

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.