



AAA Mediation.org™

**FN-21335 MN-21335 LN-21335, Esq.**

Newton, Massachusetts



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**Current Employer-Title** Law Offices of B.J. Krantzman – Principal

**Panelist Video** <https://www.adr.org/videoresume?paramName=268407171>

**Profession** Attorney

**Work History** Principal, Law Offices of B.J. Krantzman, 1995 – Present; Litigation Associate, Hale and Dorr, 1991 – 1995; Real Estate Broker, Hughes Associates, 1984 – 1991; Director of Planning, Boston Symphony Orchestra, 1982 – 1984; Managing Director, Boston Shakespeare Company, 1979 – 1982; Small Business Consultant/Investment Securities Analyst, Krantzman Associates Inc., 1970 – 1979.

**Experience** Serving as an arbitrator and mediator since 1995. Have arbitrated and mediated hundreds and hundreds of cases. As a lawyer, was engaged in a general practice including civil litigation, employment disputes, divorce and real estate. Represented both plaintiffs and defendants in business disputes, executive compensation issues, termination and benefits disputes, general breach of contract cases, all types of employment matters including independent contractor status, FLSA, wage and hour and reclassification, and products liability disputes. Mediated and arbitrated many multi-party disputes, typically commercial cases involving breach of contract claims, breach of fiduciary duties claims, disputes over ownership of escrow funds. Mediated and arbitrated hundreds of consumer dispute cases. References available upon request.

**Mediator Experience** Mediated dozens and dozens of cases involving commercial contract disputes, personal injury cases, employer/employee disputes, and real estate disputes.

**Representative Issues Handled as a Mediator** Mediated dozens of contract disputes, commercial disputes, consumer cases, sexual harassment claims, employment discrimination claims, employer/employee disputes, wrongful termination claims, real estate claims, developer/contractor disputes, personal injury claims, multi-party contract disputes, disputes over ownership of escrow funds, inheritance/will contest dispute among siblings, landlord/tenant disputes, condominium association issues, claims for breach of attorney/client fiduciary duty, and claims brought by joint ventures in commercial real estate development project

against developer and general contractor.

<b>Mediator Style &amp; Process Preferences</b>	The successful and seasoned mediator learns to tailor her style and the process to the needs of the specific mediation at hand. Factors to be considered include the types of issues involved, the number of issues involved, the complexity of the issues involved, the interconnectedness of the issues involved, the number of parties involved, the relationship (past, present, and future) of the parties involved, and the personalities of the parties involved, to name a few. Some mediations require a less directive approach - one in which the parties need time to sort themselves and the issues out, to sift through their own issues and ultimately begin to realize their own possibilities for resolution. At the other end of the spectrum would be cases where the mediator has to be extremely controlling, directive, and evaluative. One or both of the parties may need a "reality check" to soften their position in order to begin. The process varies from case to case. Some lend themselves to all parties being in the room for the entire process, some require occasional private caucuses with the mediator and each of the parties, some require mostly private caucuses, and in a few particularly contentious cases, the parties may never be in the same room together and I practice exclusively a form of shuttle diplomacy. Although the process may vary from case to case, I control the process very tightly to make sure that the mediation stays on track and we do not spin our wheels. In terms of the substance of the mediation, I tend to be non-evaluative at the beginning, but may become increasingly evaluative, as the parties' positions become better known to me and as the process gains momentum. I have no set rule; rather the art of mediation is knowing when to talk to which party, when to have all parties together, knowing what information to share with each side, and gauging the need for and extent of evaluative intervention.
<b>Education</b>	Boston College Law School(JD-1991); Harvard Business School (MBA-1970); Vassar College (BA-1968).
<b>Professional Licenses</b>	Admitted to the Bar: Massachusetts, 1991; U.S. District Court: District of Massachusetts, 1992; U.S. Supreme Court, 2000.
<b>Professional Associations</b>	Boston Bar Foundation (Past Board of Directors); Boston Bar Association (Former Council Member; ADR Committee, Past Co-Chair); Women's Bar Association (Past Board of Directors; Program Committee, Past Chair; Media Committee, Past Chair; MetroWest Committee, Founder; Solo and Small Firm Practitioner Committee, Founder); Massachusetts Bar Association (Fee Arbitration Board, Past Board of Directors); Association for Conflict Resolution.
<b>Recent Publications &amp; Speaking Engagements</b>	"ADR Clauses in Attorney/Client Fee Agreements," MASSACHUSETTS LAWYERS WEEKLY, 2000; "The Well-Drafted Arbitration Clause: 14 Points Worth Careful Consideration," MASSACHUSETTS LAWYERS WEEKLY, 2000; "Alternative Dispute Resolution - Mediation and Arbitration: What's the Difference?" MASSACHUSETTS LAWYERS WEEKLY, 1999; "Alternative Dispute Resolution - Finding the Right Neutral," MASSACHUSETTS LAWYERS WEEKLY, 1999; "Alternative Dispute Resolution - The Effective Advocate: Not a Potted Plant," MASSACHUSETTS LAWYERS WEEKLY, 1999; "Pricing, Billing and Collecting: Turning a Headache into a Marketing Opportunity," MASSACHUSETTS LAWYERS WEEKLY, 1998; "Hold the Pickles; Hold the Lettuce: The Myths and Realities of Solo Practice," MASSACHUSETTS LAWYERS WEEKLY, 1997. Frequent guest lecturer and speaker on the subject of alternative dispute resolution. Representative speaking engagements include the following: AAA, "How to Select a Neutral," December 13, 2002; AAA, "Training Seminar for Case Administrators," June 25, 2001; AAA, "The Use of Apology in Mediation Cases," 2000; BBA, "On-Line Dispute Resolution," May 18, 2001; BBA, "How to Get More Work as a Neutral," November 14, 2000; BBA, "ADR in Employment Cases," May 24, 2000; MBA, "The Use of Mediation in Employment Disputes," April 3, 2000; MBA, "Facilitative Mediation in Employment Cases," 1999; Suffolk University Law School, "Arbitration Process and Procedures," October 13, 1999; BBA, "ADR in Divorce Cases," February 29, 1999.
<b>Mediation Rate</b>	\$400 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Newton, MA

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.