



AAA Mediation.org™

**FN-2163570 MN-2163570 LN-2163570,
Esq.**

St. Louis, Missouri



Current Employer-Title St. Louis Mediation Center, LLC - Owner

Profession Attorney, Mediator, Arbitrator

Work History Owner, St. Louis Mediation Center, LLC, 2003 - Present; Owner, Ronald G. Wiesenthal, Attorney at Law, 1976 - 1983 and 1997 - 2003; Shareholder and Director, Webb, Zimmerman PC, 1987 - 1996; Partner, Williamson, Gardner, Hall & Wiesenthal, 1983 - 1987; Sole Associate, Herzog & Weycer, Attorneys at Law, 1973 - 1976; Associate, Law Office of Seymour Lieberman, 1972.

Experience EMPLOYMENT LAW
Issues have included: whether an employee was properly terminated or if the termination was related to race, religion, or gender; whether employees were properly paid pursuant to minimum wage, overtime wage and classification regulations; liability of a corporation and officers for an employee's alleged assault of a co-worker; retaliatory discharge for filing Worker's Compensation Claims; alleged retaliation for filing claims of discrimination pursuant to State and Federal laws; whether an employee suffered discrimination related to race, religion, or gender; claims arising out of the Americans With Disabilities Act (ADA) including claims of perceived disability; claims under the Missouri Human Rights Act and Title VII, United States Code.

COMMERCIAL LAW

Represented companies in Federal Court and State Court in cases of breach of contract, specific performance, breach of warranty, fraud, foreclosure, construction defects, and from one end of the UCC to the other. Represented both plaintiffs and defendants. Handled real estate issues including: purchase and sale; finance; foreclosure; construction and payment of liens and their priorities; rights of way and easements; leasing; and, eviction. Familiar with all aspects of corporate law and governance including: incorporation, dissolution, employment, termination, purchase and sale of stock and the financing thereof. Specifically, dealt with issues such as: partition of a commercial tract of land upon which one of the owners operated a business; sale and purchase of interests in a family business by third generation stakeholders; claims brought against a large cable television franchise alleging fraud and breach of contract; claims brought against a telephone company for breach of contract; appeal of the right of a real estate broker to recover fees under a listing agreement; claim regarding whether the appointment of a guardian of the person was necessary or

appropriate; finance of a resort hotel using municipal bond financing; will contests involving will construction as well as testamentary intent; numerous issues regarding nursing home insurance coverage when punitive damages were alleged by plaintiff cases involving competing security interests in the same collateral; claims to stop and/or set aside foreclosures of real estate; claims involving fraud in stock transactions; claims involving the characterization of property as separate or community; claims for the declaration and foreclosure of mechanic and materialmen's liens, including Miller Act (Federal) and State construction cases; claims involving alleged improper use of trade names and trade dress under the Lanham Act; claims involving all aspects of breach of purchase/sale of real property contracts; claims involving all aspects of breach of lease contracts of both real and personal property; claims involving breach of contracts between industrial concerns, including supply agreements, failure to meet specifications claims, timeliness claims, and failure to pay claims.

Mediator Experience

Has been a mediator since 1991, mediating approximately 3000 cases. Extensive commercial, real estate and employment law experience both as a mediator and an attorney.

Employment Law: Since 2004, has mediated more than 1000 employment law cases, including cases alleging violations of Title 7, United States Code and the Missouri Human Rights Act. These cases involved claims of gender, age, race, age and religious discrimination in hiring, promotion, and termination of employees as well as claims of discrimination arising from the Americans With Disabilities Act. Has mediated cases of harassment and retaliation as well. In addition, has mediated cases involving covenants not to compete, tortious interference and alleged theft of trade secrets between and among former employers, former employees and present employers. The amounts in controversy have ranged from tens of thousands of dollars to damages alleged in the millions of dollars and include claims for injunctive relief.

Real Estate Law: Was Board Certified in Real Estate Law by the Texas Board of Legal Specialization for 25 years and is experienced as a mediator in cases involving purchase and sale agreements, title issues (including coverage by owner's and mortgagee's policies), fraud, restrictive covenants, and mechanic's liens. In addition, has experience mediating cases involving construction defects and owner/contractor/subcontractor disputes arising out of the construction of improvements to residential and commercial properties, including disputes concerning foundations, electrical, plumbing, and design. Has also acted as mediator in a wide range of disputes between landlords and tenants involving matters of habitability, tenant buildout, renewal, "go dark" issues, parking and tenant mix. Damages claimed have ranged from \$10,000 to \$10,000,000.

Corporate and Commercial Law: Well versed and experienced in mediation of cases involving lenders and borrowers, secured and unsecured debts, priority of liens and security interests, involving illiquidity (borrower and assets), judicial and nonjudicial foreclosure, restructure of debt, bankruptcy claims (including dischargeability, priority, and exemption of assets), and individual v. corporate liability. In addition, has mediated cases alleging director liability by shareholders and third parties arising out of the action/inaction of the board of directors. Damages claimed have ranged from \$25,000. to \$56,000,000.

Representative Issues Handled as a Mediator

Issues in Employment Cases: (a) whether or not former or present employee was denied promotion or was terminated because of race, gender, age, etc. and even if so, what would be the appropriate compensation given the uncertainty of a jury trial and the usual mitigation issues that arise in these cases. This is especially important in state cases where the plaintiff's burden of proof is less than it would be in federal court; (b) whether customer lists constituted trade secrets; (c) whether a covenant not to compete included a related but not directly competitive company; (d) whether the terms of a covenant not to compete were reasonable and if not how could the covenant be modified; (e) whether alleged acts constituted harassment; and (f) whether company's action/inaction constituted retaliation.

Issues in Real Estate Cases: (a) whether a person claiming title by adverse possession could prove all the requisite elements; (b) whether a construction contract included work claimed to be "extras" or "additional" by the contractor; (c) whether an owner's policy of Title Insurance covered an unrecorded and possibly fraudulent mortgage; (d) whether a lease agreement compelled a tenant to remain open regardless of whether rent was paid; (e) whether "as is where is" language covered latent defects in improvements to real property; (f) whether an option to purchase was properly exercised; (g) whether seller was entitled to damages for breach of contract above and beyond the forfeiture of earnest money; (h) whether contract language was sufficient to compel specific

performance of a transaction; (i) whether owner, contractor, architect or subcontractor would be responsible for debt arising out of a vague term in a construction contract; and (j) who would be responsible for payment for "extras" on a construction contract where there was no documentation of authorization.

Issues in Commercial and Corporate Cases: (a) whether a lender has accounted for all of the borrower's payments; (b) the terms of a renewal and extension of a loan; (c) substitution of collateral; (d) whether a lender charged a rate of interest greater than allowed by law; (e) whether a state court judgment of fraud was sufficient to prevent discharge of a judgment in bankruptcy; (f) the meaning of "prime rate" as used in a loan document; (g) the liability of a director for failure to oversee accounting irregularities; and (h) the renegotiation of a loan necessitated by the "changing fortunes" of the borrower.

Mediator Style & Process Preferences

I believe that the dispute belongs to the parties, not to the mediator and not to the lawyers. The decision to settle/not settle belongs to the parties with advice from their lawyers. The process is confidential and at no time will I reveal information disclosed to me by a party without that party's specific authorization. I am an active participant in the process and I will offer my opinion from time to time. I will work until a settlement is reached. I will not waste the parties' time. If it is clear that a case will not settle I will advise them of that fact as soon as it becomes apparent to me. I respect the parties' decisions as to settlement, terms and amounts.

My role is an authority figure for the individual parties to vent their feelings and to whom they can tell their story in confidence. My job is to keep the mediation process moving and to act as a sounding board for ideas and thoughts that might help the settlement process. It is my job to question the strategy of each party and to compare the offers/demands on the table with what might happen at the Courthouse if the case is not settled. I am an agent of reality. I will intervene for the lawyer with the difficult client. I will not interfere with the lawyer client relationship. I am independent. I do not practice law any longer and I am not aligned with plaintiffs or defendants bars.

Education

The University of Missouri-Kansas City (JD-1972); The University of Texas at Austin (BA, English Literature-1969).

Professional Licenses

Admitted to the Bar: Texas (1972; Board Certification in Real Estate Law – 1982), Missouri (2004); United States District Court: Southern District of Texas (1973), Eastern District of Texas (1978), Northern District of Texas (1978); United States Court of Appeals for the Fifth Circuit (1974); United States Supreme Court (1978); Approved Mediator United States District Courts Eastern District of Missouri; Approved Mediator Rule 17 Missouri Rules of Court. Approved Mediator Illinois (2021).

Professional Associations

The Missouri Bar; State Bar of Texas; National Academy of Distinguished Neutrals; Association of Attorney Mediators; Bar Association of Metropolitan St. Louis.

Recent Publications & Speaking Engagements

Speaker, "Mediation Secrets," Solo and Small firm conference of the Missouri Bar, 2008; "Mediation," Real Property Section of the Missouri Bar, 2008; "Mediation," Bar Association of Metropolitan St. Louis, 2008. Author, "Dick and Jane Go to Mediation: A Primer for the Less Experienced Lawyer," JOURNAL OF THE MISSOURI BAR, Missouri Bar Association, March 2006.

Frequent speaker to The Missouri Bar, Bar Association of Metropolitan St Louis, The Association of Missouri Mediators and the Association of Attorney Mediators concerning advocacy at mediation and to mediators concerning techniques in particular types of mediations.

In addition, authored and published articles about mediation in the Journal of the Missouri Bar and Missouri Bar Real Estate Desk Book. Was an editor of the Missouri Bar ADR Desk Book.

Mediation Rate

\$3,500 Per Day

Languages

English

Citizenship

United States of America

Locale

St. Louis, MO

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.