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**FN-2668213 MN-2668213 LN-2668213,
Esq.**

Boston, Massachusetts



Current Employer-Title Fitch Law Partners LLP - Managing Partner

Silicon Valley Arbitration & Mediation Center, Inc. - Chief Executive Officer

Professional Summary

Leading arbitrator of international and domestic commercial disputes -- many of them involving technology and life sciences. Selected as a sole arbitrator, panel chair/wing arbitrator or emergency arbitrator in 79 complex cases. Recognized by Best Lawyers in America as the "2023 Lawyer of the Year" for Arbitration in Boston; Best Lawyers in America 2023 "Lawyer of the Year" in Litigation - Trusts and Estates in Boston; Best Lawyers in America 2021 "Lawyer of the Year" in Litigation - Trusts and Estates in Boston. Awarded "2009 Lawyer of the Year" by Massachusetts Lawyers Weekly; awarded "Top 100 Massachusetts Super Lawyers" - 2011 and 2012. Named annually by the Silicon Valley Arbitration & Mediation Center on its Tech List.

Profession

Commercial Arbitrator and Litigator

Work History

CEO, Silicon Valley Arbitration & Mediation Center, 2024 – Present; Member, Zoning Board of Appeals, Town of Sherborn, Massachusetts, 2018 – Present; Managing Partner, Fitch Law Partners LLP, 1984 – Present; Associate, Bingham Dana & Gould, 1982 – 1984; Financial Analyst, Yale University, 1978 – 1979; Energy Consultant, Resource Planning Associates, 1977; Financial Analyst (Petroleum Products), Federal Energy Administration, 1974 – 1976.

Experience

Over 40 years of experience representing clients in the arbitration and litigation of complex domestic and international business disputes involving: international commercial agreements; IP; trade secrets; misappropriation of trade secrets; technology license agreements; trademark and patent license agreements; distribution and supply agreements; software licensing; technology support agreements; franchise agreements; area development agreements; employment; executive employment contracts; employment discrimination; proprietary information; invention assignment; non-solicit and non-competition agreements; non-disclosure agreements; UCC sale of goods and secured transactions; shareholder claims; valuation of minority shareholder interests; securities purchase agreements; valuation of corporate assets; corporate governance; valuation of goodwill; brand value; royalties; accounting and finance; fiduciary duties; securities; high-frequency trading; medical devices; wind energy; wind turbines; wireless telecommunications technology and products;

telemetric technology; lithium batteries; venture capital; private investment firms; commercial real estate; commercial leases; commercial loan and mortgage agreements; valuation of commercial real estate; construction contracts; construction defects; commissions for brokerage/production of insurance policies; insurance coverages: commercial general liability policies; commercial umbrella policies; excess edge insurance policies; executive liability, entity security liability, fiduciary liability, outside directorship liability, and employment practices liability policies; historically contaminated matter exclusions and pollution legal liability policies; and, professional liability and malpractice policies; interests in general and limited partnerships, closely held corporations, joint ventures, and hedge funds; mergers and acquisitions; internal investigations; environmental contamination; asbestos abatement; personal injury defense; fraud; fraudulent transfer; unfair or deceptive trade practices; unfair competition; product liability; and business torts.

Mediator Style & Process Preferences	<p>At bottom, mediation is a party-driven process in which the mediator serves primarily as a facilitator of a free, fair, and cordial settlement dialogue. The agreement to participate in a mediation, which itself may be hard to obtain, reflects the genuine desire of each party to resolve a pending dispute. The mediator has been selected to help the parties build on that good faith and find an acceptable outcome. Before the mediation starts, the mediator should discuss privately with counsel, and sometimes with the parties themselves, the different expectations, potential problems, and primary issues in contention. The mediator should conduct the proceedings so that both parties are heard, have the opportunity (if desired) to vent and feel listened to. It is essential that the party decision-makers attend the mediation. Counsel most often present parties' opening statements but there are opportune times when the parties' executive representatives may start with brief statements. In private sessions the mediator should explore the strengths and weakness of each party's case and what each party would consider as the best possible and worst possible outcomes without a settlement. The parties should evaluate their own needs and interests and especially those of the opposing party. The continuing psychological stress of litigation and opportunity costs for all corporate staff involved over the coming months or years must be discussed - and compared with productivity and relief that they come with a final resolution. The possible continuation of a business relationship and of repaired personal relationships may also be factors. The mediator should carefully read all of the materials counsel provide, fully understand all nuances of the case as presented and privately ask questions that may be helpful in revealing any apparent weaknesses. Sometimes a party may want a mediator's opinion on the merits or even a mediator's suggested settlement. Depending on all circumstances, the mediator should be cautious to express views on the factual or legal merits of a case - or the best settlement. And the mediator should not risk being misunderstood or perceived as being present for the purpose of deciding any questions. The mediator is not a judge or arbitrator. The mediator is a highly experienced neutral who is present only for the purpose of helping the parties reach a settlement -- which is the result for high percentage of mediations. If the parties do not come to an agreement after the first day of mediation is complete, a skilled mediator will continue to follow up with the parties' counsel in the days/weeks afterwards to see if further progress might be possible.</p>
Technology Proficiency	Currently available for in-person and virtual hearings.
Education	<p>Boston College Law School (JD, 1982); Yale School of Management (MPPM, 1978); Williams College (BA, cum laude, 1974); Certificate of Mediation and Conflict Management, Program on Negotiation at Harvard Law School (Winter 2022); Certificate of Mediating Disputes, Program on Negotiation at Harvard Law School (Summer 2022).</p>
Professional Licenses	<p>Admitted to the Bar: Massachusetts (1982); Rhode Island (1995); U.S. District Court: District of Massachusetts, District of Rhode Island; U.S. Court of Appeals: First Circuit; U.S. Supreme Court.</p>
Professional Associations	<p>CEO, Executive Committee, and Director, Silicon Valley Arbitration & Mediation Center, Inc.; Director, College of Commercial Arbitrators; Co-Chair, Education Committee, College of Commercial Arbitrators; Steering Committee, Boston Chapter of Chartered Institute of Arbitrators NAB; Founding Director, Boston International Arbitration Council, Inc.; American Bar Association (International Law, Litigation and Dispute Resolution Sections); International Bar Association, International Arbitration Committee; Massachusetts Bar Association.</p>
Recent Publications & Speaking Engagements	<p>Contributor, SVAMC Guidelines on the Use of Artificial Intelligence in Arbitration, 2024; Speaker, "Pharma and Life Sciences Disputes," Fifth Annual Schiefelbein Global Dispute Resolution Conference, Sandra Day O'Connor College of Law, Arizona State University, 2023; Moderator,</p>

"The Arbitration of Cybersecurity Breach Disputes: Focus on Lawyers," Silicon Valley Arbitration and Mediation Center Webinar, 2021; Speaker, "Positioning Complex Intellectual Property Disputes for Successful ADR Resolution," Boston Bar Association Webinar, 2021; Speaker, "Top 10 Things Practitioners Should Know About International Arbitration," Boston Bar Association Webinar, 2021; Speaker, "Use and Limitations of Discovery in Arbitration," Chartered Institute of Arbitrators Webinar, 2020; Moderator, "Data, Privacy, and Cyber Security Issues in International Arbitration," Silicon Valley Arbitration and Mediation Center/Orrick Webinar, 2020; Moderator, "Ensuring Efficiency in Complex Technology Arbitrations," Silicon Valley Arbitration and Mediation Center/AAA-ICDR/FoleyHoag Webinar, 2020; Faculty, "Arbitrating Domestic & International Life Science Disputes," AAA-ICDR, Philadelphia and Boston programs, 2019.

Mediation Rate	\$450 Per Hour
Languages	English
Citizenship	United States of America
Locale	Boston, 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.