



AAA Mediation.org™

**FN-2672463 MN-2672463 LN-2672463,
Esq.**

Orangeburg, New York



Current Employer-Title Mandel, Katz & Brosnan LLP - Of Counsel

Profession Attorney, Arbitrator, Mediator, Retired Judge

Work History Justice of the Supreme Court, Ninth Judicial District, 2005 – 2011; Judge, Surrogate Court, Rockland County, 1984 – 2004; Judge, Family Court, Rockland County, 1972 – 1983; Supervising Judge, Family Courts Ninth Judicial District, 1983; Town Justice, , Town of Ramapo, 1966 – 1971; Self Employed Attorney, 1960 – 1971; Former First Lieutenant, Judge Advocate General's Corps, United States Army, Former Adjunct Professor of Law, Pace Law School.

Experience Former judge, retired as Justice of the New York State Supreme Court after serving for more than 40 years on the bench.

Prior to presiding as a Justice of the Supreme Court, was Judge of the Surrogate Court of Rockland County, Judge of the Family Court of Rockland County, and Supervising Judge of the Family Courts in the Ninth Judicial District, and Town Justice of the Town of Ramapo.

Presided over hundreds of trials including many cases involving commercial litigation and contracts, personal injury, labor law violations, medical malpractice, surrogate court litigation, family and matrimonial law, adult guardianships, and real estate.

Mediator Experience Retired as Justice of the New York State Supreme court after serving more than forty years on the bench. Mediated many cases prior to trial resulting in settlements. The types of cases included personal injury, labor law violations, medical malpractice, surrogate court litigation, family and matrimonial law, adult guardianships, real estate, commercial litigation and contracts.

Representative Issues Handled as a Mediator Mediated liability and damages in personal injury and medical malpractice cases, amount of maintenance and division of property, custody and visitation in matrimonial cases, appointment of fiduciary and division of property in surrogate court litigation, appointment of guardian and extent of powers in adult guardianship cases, whether or not a breach of contract occurred and the nature and extent of damages in contract, real estate and commercial litigation.

Mediator Style & Process Preferences	Mediation is an alternative method of resolving conflicts between parties. Whereby they come to an agreement on the issues. Thereby reducing the unknown risks of trial and avoiding the rancor and additional expense of unnecessary litigation. The mediator's role is to assist the parties in coming to an agreement. In coming to an agreement that is not about winning or losing but which they decide is in their best interest. If possible such an agreement should also improve or at least not further damage the relationship between the parties.
Education	Syracuse University (JD-1959; BA-1957).
Professional Licenses	Admitted to the Bar: New York, 1959; U.S. District Court: Eastern and Southern Districts of New York, 1968.
Professional Associations	Rockland County Bar Association; New York State Bar Association; New York State Association of Supreme Court Justices; New York State Surrogates Association.
Recent Publications & Speaking Engagements	<p>Representative Published Decisions:</p> <p>1) Peterson v. Goldberg, 146 misc 2d 474, affirmed 180 AD 2d 260, held that a cause of action asserted for equitable distribution in a divorce action did not abate upon the death of the party seeking this relief since an ex-party foreign divorce judgment had been granted prior to that party's death.</p> <p>2) Baygold Associates Inc. v. Congregation Yetev Lev of Monsey Inc., 29 Misc 3d 903 affirmed 19 N.Y.3d 223. The court held that plaintiff had not met its burden of establishing that notice was sent in the manner required under the terms of the lease. Therefore as a matter of law, the court held the lease was not renewed. The court also held, plaintiff is not entitled to relief sought on an equitable basis.</p> <p>3) In the matter of Bipin Shah, affirmed 95NY 2d 811. In an article 81 guardianship proceeding, the wife of the alleged incapacitated person requested the power to transfer his assets to her for her use to support her and her children rather than for payment for his long term care. The court granted the transfer which rendered the husband eligible for Medicaid. Although he was a resident of New Jersey at the time he became incapacitated in New York, the court determined he would be a resident of New York for the purpose of determining eligibility to receive New York Medicaid benefits.</p> <p>4) Budofsky v. Jawonio Inc. 24 MISC3d 1213A. The court held that a reduction of work force as a result of employers fiscal crisis does not constitute a discriminatory act.</p> <p>5) Lopez v. County of Rockland, Defendant and Third-Party Plaintiff Allshine, C.S. Inc., Third-Party Defendant, 14 misc 3rd 897. In a personal injury action arising from plaintiffs slip and fall on property owned by defendant while working as a cleaner for third party defendant contractor, defendant was entitled to have third party defendant pay its defense costs pursuant to the terms of a written indemnification and hold harmless agreement, even though it was absolved of any liability after trial. The parties agreement required the contractor to defend, indemnify and hold defendant harmless for any claims arising out of the contractor's "activities" without setting forth any precondition of a finding of liability against defendant. Since plaintiff's injury occurred during the time he was working for his employer, plaintiff's accident must be deemed to have arisen out of the contractor's "activities" as a matter of law.</p>
Mediation Rate	\$500 Per Hour
Languages	English
Citizenship	United States of America
Locale	Orangeburg, 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.