



AAA Mediation.org™

**FN-2964243 MN-2964243 LN-2964243,  
Esq.**

**Manhattan Beach, California**



**Current Employer-Title** TPhanrahan Dispute Solutions, Principal

**Profession** Arbitrator, Attorney, Mediator

**Work History** Principal, TPhanrahan Dispute Solutions, 2015 - Present; Partner and Senior Counsel, Sidley Austin LLP, 1983 - 2015; Associate, Kirkland & Ellis LLP, 1975 - 1983.

**Experience** Commercial Litigation: breach of supply agreement; sales of non-conforming goods; post-closing disputes; breach of acquisition and merger agreements; lender liability claims; asset valuation claims; bankruptcy plan confirmation disputes; state excise tax challenges; sale of art works; website development; misappropriation of trade secrets.

Antitrust and Unfair Competition: Lanham Act claims in marketing of medical devices; claims under Cartwright Act and Clayton Act for price fixing of industrial products; claims under state and federal law related to and fixing of nurse wages; exclusive dealing arrangements for industrial products; monopoly of market for medical device; refusals to deal in violation of Sherman Act; theft of trade secrets.

False Advertising and Consumer Class Actions: consumer class actions under Bus. & Prof. Codes § 17200 in pharmaceuticals, medical devices, food, cosmetics, personal care products; competitor claims of false advertising of medical devices.

Product Liability and Personal Injury: mass tort claims involving pharmaceuticals and medical devices; protective clothing burn injuries; Daubert and related expert witness issues.

Professional Ethics and Liability: Attorney-client relationships under Rules of Professional Conduct; accountant liability; conduct of pharmaceutical clinical trials.

Other experience: patent infringement and damages; employment discrimination; unlawful termination; claims under Americans with Disabilities Act; trademark claims.

**Mediator Experience** Successfully mediated more than 100 cases involving an array of factual and legal disputes

including:

Commercial disputes: unfair competition arising from alleged appropriation and use of customer relationships; claim between bond holders and equity owners of media company concerning denial of business opportunity; dispute between investors and management of company over use of invested funds; cross-claims arising from import and sale of new brand of olive oil; trademark claims concerning music group name and marks; false advertising of medical devices, and cosmetic products; dispute concerning availability of construction equipment; contractor-subcontractor payment disputes; claim against for-profit school for refund of tuition; disputes between website owners and software developers or content providers; liability for damage to commercial property; creditor-debtor claims; payment for vehicle transport services; claims between shipper and trucking company over delivery of cargo; customs and shipping cost claims involving international sale of automobiles; commercial and residential landlord-tenant disputes; automotive lemon law claims; airline liability to passengers.

Personal injury and consumer claims: automobile accident injury; warranty claims concerning furniture; claims against insurers arising out of property damage; claims against physicians and dentists for personal injuries.

Professional services: attorney-client fee disputes; landscape architect dispute with client over use of designs; doctor-patient dispute over billing for medical and dental care; consulting services in political election campaign.

Other: employee claims for unpaid wages.

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

Breach of contractual duties, including repair of goods; delivery of goods, including international shipments; consignment or sale of specialty food products; liability for loss or damage to artwork; performance of contract to develop website and related software; debtor-creditor lending liability; alleged slanderous reviews posted to social media.

Real estate matters including breach of lease obligations and failure to maintain or repair premises; construction disputes between owner/developer and contractor and between subcontractors.

Unfair competition, including misappropriation of architectural designs; false advertising of consumer goods and services; interference with business opportunities for sale of consumer specialty items; trade name and trademark infringement.

Personal injury arising from automobile accident or defect; dangerous conditions in retail premises; medical or dental malpractice.

Professional liability concerning attorney services and fees; physician and dentist services and billing; political campaign consulting contract fees.

## **Mediator Style & Process Preferences**

The objective of mediation is to allow parties to explore and weigh their options in a candid and confidential setting, and arrive, if possible, at a voluntary solution that better satisfies their interests than the costly and always uncertain path of trial and appeals.

I will begin the process with a joint call among counsel to get a basic understanding of the case, to identify possible settlement issues, and to begin to develop an agenda and plan to make most efficient use of the mediation time. Mediation briefs are essential, and may prompt follow-up calls with individual counsel as needed.

The mediation generally will begin with a joint session to address the confidentiality of the process, how the mediation will proceed, and discussion of the facts and legal or other issues sufficient to develop an agenda of issues to address during the mediation. "Opening statements" by counsel can be useful if they are directed to explaining the client's perspective on the case or important issues such as damages or expert opinions, and to identifying some potential areas where a settlement might be developed. Statements intended to persuade an adversary generally do not accomplish that goal and may be counter-productive.

During the mediation, I will spend time in private caucus with each side to explore issues and interests at stake, and to brainstorm possible solutions. I tend to ask a lot of questions to assist

parties in weighing alternative ways to satisfy their interests. It is not simply an exercise in shuttling numbers back and forth. The process takes time, patience is key, and post-mediation follow-up should be expected.

Finally, parties and counsel should plan for success. Counsel should try to agree in advance on a template settlement agreement covering the customary terms as well as blank paragraphs to insert substantive terms that may be agreed at the mediation.

## **Education**

Regis High School, New York  
Fordham University (BA 1972)  
Columbia Law School (JD 1975)

## **Professional Licenses**

Admitted to the Bar: California, 1983.

## **Professional Associations**

Fellow, College of Commercial Arbitrators  
Fellow, Chartered Institute of Arbitrators  
National Academy of Distinguished Neutrals  
American Arbitration Association, Large & Complex Case Panel  
Fellow, American Bar Foundation  
American Bar Association (Council, Dispute Resolution Section)  
Central District of California Panel of Neutrals  
Southern California Mediation Association  
California Arbitration

## **Recent Publications & Speaking Engagements**

2018-2024 - Planning Committee (2018-2019) and Co-Chair (2020-2024) ABA Arbitration Training Institute; panel presentations on Preliminary Hearing; Discovery and Motions; Evidentiary Hearing; Awards Presentation: "When the Mediator Becomes the Arbitrator: A Case Study" (California Arbitrator Study Group, 2018)

Author: "The (Dubious) Rise and (Sort of) Demise of Manifest Disregard of the Law," Just Resolutions Newsletter, [www.americanbar.org/dispute](http://www.americanbar.org/dispute) (2020)

Guest Lecturer, Loyola law School: ADR Overview

2023 - Panelist, "International Commercial Arbitration in the Philippines and California: A Meeting of the Minds" (California Arbitration and Philippines Dispute resolution Center)

2023 - Panelist, "Efficient International Commercial Arbitration" (California Arbitration and Vancouver International Arbitration Center)

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

Southern California

## **Mediation Rate**

\$5,000 Per Day

## **Languages**

English

## **Citizenship**

United States of America

## **Locale**

Manhattan Beach, CA

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.