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FN-404 MN-404 LN-404, Esq.

Kiawah Island, South Carolina



Current Employer-Title John H. Wilkinson ADR

Profession Attorney

Work History John H. Wilkinson ADR, 2019 – Present; Of Counsel, Fulton Vittoria LLP, 1998 – 2019; Partner/Associate, Donovan Leisure Newton & Irvine, 1968 – 1998; Clerk, Honorable Walter R. Mansfield, Southern District of New York, 1966 – 1967.

Experience As a trial attorney, litigator and partner at Donovan Leisure Newton & Irvine for more than 25 years, represented clients in numerous arbitrations, mediations, and trials of complex corporate disputes and class actions involving many different lines of business. Also headed Donovan Leisure's public service program for many years.

Served as mediator or arbitrator in hundreds of domestic and international cases in the past 25 years primarily involving complex, multi-party commercial disputes relating, among other things, to antitrust, computer systems, employment (executive), contracts, health care and pharmaceutical, energy, joint ventures, entertainment, franchising, insurance, sports, intellectual property, investment banking, mergers and acquisitions, accounting, partnerships, hedge funds, publications, real estate (commercial), securities and telecommunications.

Mediator Experience Has been a long time instructor of mediators. Represented the AAA (along with its General Counsel) on a six-person committee that revised the Model Standards of Conduct for Mediators. Served and currently serves as Co-Chair of the Mediation Committee of the New York State Bar Association's Section on Dispute Resolution (2008 – 2009, 2015 – 2016). On the mediation panels of the United States District Court, Southern District of New York; the United States Bankruptcy Court for the Southern District of New York; and the New York Supreme Court, Commercial Division, New York County.

Special Master, N.Y. Appellate Division. Has been the mediator in hundreds of complex commercial cases, some examples of which are set forth below:

- Claim that a power company's negligence caused a blackout that damaged and shut down a large factory.
- Disputes surrounding the dissolution of a substantial accounting firm.
- Claim that a large office building in Manhattan was structurally unsound.

- Allegedly wrongful termination of a contract to distribute a major news publication throughout New York City.
- Insurance dispute over the value of jewels and artifacts that had been stolen from a church.
- Alleged deception in connection with sales of large numbers of corporate-owned life insurance policies.
- Allegedly wrongful termination of a renowned fashion designer.
- Asserted breach of contract to manufacture and deliver 500 rapid transit cars.
- Reorganization of a computer software company in light of serious differences among the principals.
- Alleged breach of a joint venture to manufacture and sell pickup trucks in Argentina.
- Allegedly wrongful termination of an exclusive contract to market a well-known line of perfume.
- Significant differences among members of a high profile singing group.
- Claim that a partner of a large Hong Kong recruiting firm wrongfully took a large part of the business to a competitor.
- Claim that a large distributor of medical supplies fraudulently procured rebates from its supplier.
- Dispute over monies due from a large construction company to the daughter of a principal owner upon the owner's death.
- Disagreement between a well-known fashion designer and his agent concerning the splitting of fees.
- Dispute as to whether there had been a consummated joint venture transaction, which would have given rise to a large structuring fee for claimant.
- Claims arising from the crash of a commercial helicopter in the Gulf of Finland.

INTERNATIONAL MEDIATION

Member of the panel of mediators of the International Centre for Dispute Resolution and has mediated a broad range of international disputes, including, for example:

- Claim that a partner of a large Hong Kong recruiting firm wrongfully took a large portion of the business to a competitor.
- Alleged breach by certain Chinese corporations of contractual obligations to manufacture and sell large numbers of cordless telephones.
- Claimed breach of a contract to provide interactive equipment, software and services in 30,000 Canadian homes.
- Claims of various breaches arising from a joint venture to establish and operate a cellular telephone system in Kyrgyzstan.
- Claims by a Taiwanese manufacturer of telecommunications equipment for nonpayment of substantial invoices.
- Claims arising from the crash of a commercial helicopter in the Gulf of Finland.
- Breach of a contract whereby Claimant was the exclusive distributor of a noted heart stimulant in Europe and parts of Asia and Latin America.
- Claim for substantial amounts for allegedly wrongful termination of the former COO of a company engaged in the purchase and sale of biodiesel fuel in Asia.

Education

Fordham Law School (LLB-1965); Williams College (BA-1962); Note Editor, Law Review; Awards for highest grades in eight separate law school courses.

Professional Licenses

Admitted to the Bar: New York (1965); U.S. District Court: Southern and Eastern Districts of New York (1968); U.S. Court of Appeals: Second (1981), Eleventh (1982), Third (1984), Fifth (1987) and Seventh (1990) Circuits.

Professional Associations

American Bar Association (Arbitration Committee, Past Vice-Chair); New York City Bar Association; New York State Bar Association (Dispute Resolution Section, Chair; Executive Committee; Arbitration Committee, Past Co-Chair; Mediation Committee, Past Co-Chair); College of Commercial Arbitrators (Fellow; Board of Directors); New York International Arbitration Center (Member of the Board 2013 – 2015); International Arbitration Club of New York.

Other: Represented the AAA (along with its General Counsel) on a six-person committee that revised the Model Standards of Conduct for Mediators.

Recent Publications & Speaking Engagements

PUBLICATIONS: Co-author and editor of the ADR Practice Book (John Wiley & Sons), which received an award and honorarium as the best dispute resolution book of the year. In addition, has authored numerous publications on arbitration and mediation, including the following, among many

others:

- Arbitration Discovery, Getting it Right, ABA Dispute Resolution Journal.
- Book Review, Arbitration and the Constitution, ABA Dispute Resolution Journal.
- Co-Author, NYS Bar Ass'n, Guidelines for the Arbitrator' s Conduct of the Pre-Hearing Phase of Domestic and International Commercial Arbitrations.
- Co-Author, College of Commercial Arbitrators, Guide to Best Practices in Commercial Arbitration.
- Arbitration Tools, Increasing Efficiency Through Discovery Protocols, Alternatives to the High Cost of Litigation.
- Arbitration Contract Clauses, a Potential Key to a Cost-Effective Process, ABA Dispute Resolution Magazine.
- Arbitration Contract Clauses, GP SOLO (The Best Articles Published by the ABA).
- The Future of Arbitration, Striking a Balance Between Quick Justice and Fair Resolution of Complex Claims, BNA, Inc.
- Streamlining Arbitration of the Complex Case, Dispute Resolution Journal.
- Managing the Large Complex Case, Dispute Resolution Journal.

SPEAKING ENGAGEMENTS:

Frequent speaker on arbitration and mediation to professional and bar organizations, corporate legal departments, and law school classes, as well as to groups such as the legal department of the Navy.

Locations Where Parties Will Not be Charged for Travel Expenses 353 W. 48th St., 4th Floor, unit #271, NY, New York 10036.

Mediation Rate \$600 Per Hour

Languages English

Citizenship United States of America

Locale Kiawah Island, SC

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.