



AAA Mediation.org™

**FN-4079431 MN-4079431 LN-4079431,  
Esq.**

**Dallas, Texas**



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**Current Employer-Title** Roberts Washington Firm

**Panelist Video** <https://www.adr.org/videoresume?paramName=309291038>

**Profession** Attorney, Arbitrator, Mediator, Hearing Examiner; ALJ

**Work History** Administrative Law Judge, City of Dallas, 2017 – Present; Adjunct Professor (arbitration, mediation and negotiation), Texas A&M School of Law, 2016 – Present; Managing Partner, Thorpe Hatcher & Washington PLLC, 1994 - 2015; Shareholder/Associate, Godwin Bowman PC, 1986 – 1993; Assistant City Attorney, City of Dallas, 1995 – 1996; Briefing Attorney, 5th Court of Appeals, 1984 – 1985.

**Experience** Has 25+ years of experience serving as a neutral (mediator, arbitrator, hearing examiner, and ALJ).  
  
Also, extensive experience with business litigation of all types, and on both sides of the docket.  
  
Has many years of focus on employment matters, including discrimination, retaliation, contract issues (such as noncompetition and nonsolicitation agreements, trade secrets, and separation agreements), and business breakups.  
  
Handled DOL audits and claims of FLSA violations (pay violations, misclassification, and FMLA).  
  
Varied experience doing legal work consistent with representation of an ongoing concern, including hiring and termination of employees, contract questions, policy manuals, entity governance, and other matters.

**Mediator Experience** Has served as a mediator in a wide variety of cases, over a 25+ year period, by selection of the parties or by court appointment. Has extensive experience in business related cases, including those involving employment matters, contract disputes, DTPA, breach of fiduciary duty, and insurance. Is knowledgeable of the law in cases with claims of discrimination or retaliation, enforcement of

noncompete, nonsolicitation and nondisclosure agreements and employer/employee relationships. Has a history of working on both sides of the docket and an understanding of concerns that extend beyond the documents and statutes.

Approaches mediation in a facilitative, practical manner assisting parties in reviewing alternatives to a negotiated agreement. Was trained originally for mediation by the Dallas Bar Association, CDR, AMI, EEOC, and USPS Redress. Brings to the table much experience in running a business and in the practice of law. Stands committed to staying current on statutory revisions and judicial decisions.

Several years as an Adjunct Professor, teaching mediation, arbitration and negotiation at Texas A&M School of Law, Fort Worth, Texas.

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

Has assisted parties in a variety of workplace related issues, including when employees charged their employer with discrimination, failure to accommodate or retaliation. Is aware of many issues to consider, including whether the employment relation will continue or terminate. Has mediated cases in which businesses were started by parties together and they desperately wanted to figure out how to separate from each other. Has helped parties resolve many contract disputes or insurance claims through mediation.

## **Mediator Style & Process Preferences**

The mediator has a valuable opportunity to help people obtain resolution. With a mediated agreement, the parties control the outcome of their dispute rather than yield that power to another. It is the mediator's responsibility to listen carefully to the parties, help them think through issues, question positions taken, identify impediments, and perhaps creatively, help bring forward possible resolutions. While it is not the mediator's role to tell the parties what they should do or what the mediator would do under similar circumstances, it is rarely helpful for the mediator to simply carry messages back and forth between the parties. Parties assist greatly in the process by preparing beforehand, knowing their claims, defenses and damages, and communicating with the mediator. Parties also increase the chances of success by alerting the mediator to any issues of which they are aware, for example, a particular sensitivity regarding an issue, a history between the parties, health concerns, or even something as simple as time constraints.

## **Education**

University of Texas (JD-1984); Texas Tech University (BA, Magna Cum Laude, Major: Spanish, Minor: English-1981).

## **Professional Licenses**

Admitted to the Bar: Texas (1984); U.S. District Court: Northern (1984), Eastern (1996), Southern and Western (1987); U.S. Court of Appeals, 5th Circuit (1989); U.S. Supreme Court (1989).

## **Professional Associations**

National Academy of Distinguished Neutrals; Commissioner on Uniform Law Commission - member of Scope and Program Committee; Texas Commission on Uniform State Laws; American Law Institute; William "Mac" Taylor American Inn of Court - Benchers; Patrick Higginbotham American Inn of Court - Barrister (former member); Dallas Bar Association (ADR Section Board); American Bar Association, Labor and Employment Section; Independent Hearing Examiner Texas Education Agency; FINRA Arbitrator, Administrative Law Judge, City of Dallas; NCDS Arbitrator.

## **Recent Publications & Speaking Engagements**

State Bar of Texas Litigation Section, The Advocate, published January 2020, Mediation Ethics: Know the Boundaries  
Presentation to DFW NELA 2019, Mediation Ethics  
Presentation to National Employment Lawyers' Association Annual Meeting 2018 - Arbitration Case Law Update  
Presentation to State Bar of Texas, Advanced Labor & Employment Course 2018, Make Mediation Count: Effective Advocacy  
Presentation to DFW NELA, Effective Mediation Practices  
Presentation to LANWT, Proving Attorneys' Fees

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

In certain cases, where needs dictate, would consider waiving travel cost.

For North and South Carolina and Georgia, it may be possible to serve without travel cost or limiting such, depending upon timing and exact location.

## **Mediation Rate**

\$495 Per Hour

<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Dallas, TX

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.