



AAA Mediation.org™

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Sacramento, California

Current Employer-Title Murphy Austin Adams Schoenfeld LLP – Partner

Work History Partner, Murphy Austin Adams Schoenfeld LLP, 1999 – Present; Partner, Diepenbrock Wulff Plant & Hannegan, 1992 – 1999; Associate, Diepenbrock Wulff Plant & Hannegan, 1988 – 1992; Associate, Thelen Marrin Johnson & Bridges, 1984 – 1988; Associate, Monteleone & McCrory, 1981 – 1984.

Experience Almost 40 years of legal practice primarily devoted to construction law matters involving private works projects and local, state and federal public works. Practice has included all facets of construction law representing public and private owners, general contractors, subcontractors, sureties, suppliers and third parties. Experience involves diverse projects including treatment plants, highways, bridges, pipelines, dams, universities, hospitals, tunnels, structures, airports, hotels, power plants, office buildings, dormitories, multi-family housing, roads, wharfs and piers, arenas and stadiums, auto dealerships, casino facilities, and a host of other project types. Values of disputes handled include damage claims exceeding \$20 million.

Subject matter of engagements concern all aspects of construction law disputes including timing of performance and comprehensive delay analysis, claims relating to lost productivity, mechanics' liens, stop payment notices, payment and performance bond claims, bid protests, differing site conditions, breach of contract, asserted defects in performance, force majeure, payment disputes, licensing law application, contract interpretation, application of regulations and permits, inspection, land use, lot line issues, and other related aspects. Extensive use of and interaction with subject matter experts.

Experienced in conducting virtual sessions using Zoom platform and open to doing so.

Mediator Experience Since 2005, have been engaged to act as a mediator in more than 150 cases, predominantly focused on construction related matters. Engagements have ranged from two party matters to those involving more than 20 parties.

Representative Issues Handled as a Mediator Contract and commercial disputes, including tort claims, and mostly arising out of a construction project context. Damage claims arising from breach of contract and issues relating to timing of performance, loss of productivity, cost overruns, extra work claims, asserted deficiencies in performance and insurance coverage issues have predominated. Damages claims exceeding \$25 million have been successfully resolved.

Mediator Style & Process Preferences To provide energy, focus and independent evaluations to all parties and counsel to promote them to achieve consensual outcomes. Strongly encourages all advocates to share mediation briefing in advance to promote pre-mediation caucusing by mediator to occur so that the mediation session is focused on results and outcomes and not mediator education. Time management is essential and allowing all parties communicate is encouraged to enhance process. Immersion into the facts and the legal contentions to provide unfiltered reactions and promote counsel and parties to make informed decisions. If a mediation session does not result in a consensual resolution will attempt to remain engaged to promote a settlement outside the formal session.

Education	Hastings College of the Law (JD-1981); University of California at Davis (BA-1978)
Professional Licenses	Admitted to the Bar: California (1981); various Federal Courts including Boards of Contract Appeals
Professional Associations	Legal Advisory Committee and Legislative Committee of Associated General Contractors of California
Mediation Rate	\$8,500 Per Day
Languages	English
Citizenship	United States of America
Locale	Sacramento, 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.