



AAA Mediation.org™

**FN-4220807 MN-4220807 LN-4220807,
Esq.**

Boston, Massachusetts

Current Employer-Title Constangy Brooks Smith & Prophete – Partner

Profession Attorney, Mediator, Arbitrator

Work History Partner, Constangy Brooks Smith & Prophete, 2009-Present; Partner, Foley & Lardner, 2005-2009; Partner, Epstein Becker & Green, 1999-2005; Partner, Kearns & Rubin, 1995-1999; Owner, Kearns & Associates, 1983-1995.

Experience Represented management clients in a full range of traditional labor and employment matters, in negotiations, mediations and arbitrations. Appeared before federal and state courts and administrative agencies with respect to employment discrimination, sexual harassment, wrongful discharge, unfair labor practices, bargaining unit work, exempt classifications, equal pay, discipline, job assignments, bumping, past practices, and wage and hour matters.

Mediator Experience Selected as a mediator in cases involving retaliation, misclassification of non-exempt managers, failure to pay overtime, commissioned salespersons and the 7(i) exemption, and misclassification of independent contractors.

Represented clients in disputes involving collective bargaining renewals, discharges, employment discrimination, compensatory time, minimum wage and overtime, and misclassifications.

Mediator Style & Process Preferences I firmly believe that mediation can be successful if the parties adequately prepare for the mediation session prior to the day of mediation, possess a willingness to keep an open mind to a variety of outcomes, and persevere throughout the process to reach a resolution. To meet this goal I assist the parties by working with them on pre-mediation activities such as written submissions (shared and/or ex parte, as appropriate), and the identity of the participants and their role in the process. I believe that parties have selected me because of my experience and knowledge of labor and employment law generally and the wage and hour field specifically, and so, when requested, I will work with them before mediation to assess the merits of the case and review options for resolution. During the mediation itself, I urge the parties to appreciate the business consequences, if the parties fail to achieve a settlement. Finally, I hold to the belief “never give up” if there is an ounce of interest in reaching an accord. I will stay to the end of the day, and follow-up afterwards to see if more progress can be made toward resolution. Mediation is an opportunity to put a serious problem “to bed;” I enjoy working with parties to ensure that this happen.

Education Boston College Law School (JD-1976); Regis College (AB, Mathematics- (1967).

Professional Licenses Admitted to the Bar: Massachusetts (1977); US District Court: District of Massachusetts (1982); Court of Appeals: 1st Circuit (1979); US Supreme Court (1989).

Professional Associations American Bar Association (Labor & Employment Law Section Council, Chair of the Federal Labor Standards Legislation Committee, member of the ABA Commission on the Status of Women in the Profession; College of Labor & Employment Lawyers (Regional Coordinator); Massachusetts

Women's Bar Association (President); Boston Bar Association (Member of the Council, Chair of Labor & Employment Law Committee).

Recent Publications & Speaking Engagements

Served as the Editor-in-Chief of the First through Fourth Editions of the ABA/Bloomberg Treatise, The Fair Labor Standards Act (1999 – 2020); Served as the Editor-in-Chief of the ABA's Labor & Employment Law Journal (2016-2019).

Regular presenter at the PLI Program in New York on Wage and Hour Issues; frequent presenter at the annual committee meetings of the ABA Committee on Federal Labor Standards Legislation, and the ABA's Labor and Employment Annual Meeting, spoke at numerous other bar associations and groups on a variety of wage and hour topics.

Mediation Rate

\$4,000 Per Day

Languages

English

Citizenship

United States of America

Locale

Boston, MA

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.