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**FN-4552546 MN-4552546 LN-4552546,
Esq.**

Boca Raton, Florida



Current Employer-Title Cole Schotz P.C., Attorney/Member

Profession Arbitrator, Attorney, Mediator

Work History Attorney/Member, Cole Schotz, P.C., 2017 – Present; Attorney/Principal, Topolski Law Firm, P.A., 2014 – 2017; Attorney/Shareholder, Rogers Towers, P.A., 2013 – 2014; Attorney/Shareholder, Buckingham Doolittle & Burroughs, 2004 – 2013; Senior Litigation Attorney, Rutherford Mulhall (formerly Rutherford Mulhall & Wargo), 2001 – 2004; Attorney/Partner, The Szymoniak Firm, P.A. (formerly Szymoniak & Ridge, P.A.), 1997 – 2001.

Experience Practiced for nearly 35 years with a focus on litigation matters including commercial and complex probate disputes; breaches of fiduciary duties; business disputes involving contracts, trade secrets and unfair competition; construction and real estate disputes; defense of ADA lawsuits; and shareholder and partnership disputes.

Represent approximately a dozen companies in the business of purchasing future structured settlement payment rights. Handle a significant amount of traditional and complex litigation for clients in that industry (e.g. breach of contract, unfair competition, violation of trade secrets act, etc. claims).

In addition, handle the Florida post-judgment work for a company out of California that has purchased debt out of receivership.

Tried numerous cases around the State of Florida involving a variety of matters such as:

- represented a residential developer in its contract and related claims against a lumber and millwork subcontractor/supplier with respect to the development of five subdivisions in Palm Beach County;
- represented a factoring company in a matter involving tortious interference with a contract and business relationship;
- represented a medical doctor who sued his former office administrator for civil theft, conversion

and fraud in connection with embezzlement of significant monies from the practice;

- represented the owner of a condominium in a suit against the condominium association for failure to properly repair and remediate areas within the association's control and responsibility under the association documents;
- represented an institutional purchaser of credit card debt in its claim for breach of the credit card agreement, together with related causes of action;
- represented a drywall subcontractor in a suit against a condominium association for failure to pay for substantial repairs and renovations to property damaged by a hurricane;
- represented a distributor of health and beauty products for breach of contract and civil theft against defendant.

Mediator Experience

Served as a mediator, essentially on commercial disputes, and predominantly with respect to breach of contract, commercial leasing, construction, real estate and HOA matters. Prior experience in mediating tort matters.

Mediated a number of disputes between insurance companies and their policyholders. Most of these cases involved commercial insurance policies and large dollar premium amounts alleged to be owed.

Most recent case as mediator: 1. a lawsuit by a security company against a rehabilitation facility for breach of contract. Settled at mediation; 2. a commercial landlord (small strip mall) claim against one of its tenants for breach of contract and related causes of action.

Most experience serving as a mediator in the area of commercial leasing. These were contractual and related disputes between commercial landlords and their tenants. Some of these involved strip malls while others were disputes where the real property in question was a single, stand-alone building.

Representative Issues Handled as a Mediator

Issues have been contractual in nature, most particularly whether there were breaches of contract, the nature of the breaches and the existence and the amount of damages (as well as collectability in certain circumstances). Many mediations ultimately and quickly became about damages.

With respect to cases where the primary cause(s) of action were tort-related, by and large, the issue, too, came down to damages, although in certain instances there was an issue as to whether a tort was actually committed.

Insurance policy disputes centered by and large on whether the policyholder complied with the subject policy of insurance (mostly with respect to post-policy auditing obligations and rights), and whether the insurance company had properly calculated the insurance premium alleged to be due and owing. These cases tended to be very large premium cases, i.e., six figures in premiums alleged to be owed.

Mediator Style & Process Preferences

I consider myself a proactive or strong mediator. Simply relaying a party's position to the other party, i.e., serving as a messenger, is really counterproductive and hardly advances the goal of bringing closure to the lawsuit. It is also a waste of the parties' time and money.

Whether it is in the opening statement or in caucus, the attorney for a particular party is an advocate (particularly since her/his client is present) and, as an advocate myself, I respect and understand that fully. While I pride myself on always remaining respectful, polite and professional, my goal in caucus is to challenge the party's best case scenario and get her/him/it thinking about the possibilities of a worst case scenario--or at least something less than a best case scenario. In other words, if the best case scenario is that a party will receive \$250,000 at trial and the worst case scenario is he will receive \$0, all too often that party is absolutely convinced he will receive \$250,000. I need that party to start thinking how he would feel or react if it turns out, at trial, he gets \$0, when he could have settled at mediation for \$100,000.

As a mediator, my job is not to tell parties what they want to hear; my job is to work diligently and passionately to bring an end to the lawsuit earlier rather than later. As such, I never like to accept desires to impasse very early on at the mediation.

Education	Rutgers Law School/Newark - JD, 1987; Rider College (now Rider University) - BA, 1984.
Professional Licenses	Admitted to the Bar: New Jersey, 1987, New York, 1988, Florida, 1994; U.S. District Court: District of New Jersey, Southern and Middle Districts of Florida; U.S. Court of Appeals: Third Circuit, Eleventh Circuit. Licensed Florida Athlete Agent (Inactive)
Professional Associations	Florida Bar Association; Palm Beach County Bar Association; South Palm Beach County Bar Association; West Boca Raton Chamber of Commerce; National Association of Settlement Purchasers--Affiliate/Outside Counsel Member.
Recent Publications & Speaking Engagements	Lecturer and/or wrote portion of course books for the following programs: September 2008, "Insurance Coverage Litigation" seminar, sponsored by NBI. April 2008, "Insurance Law from A to Z" seminar, sponsored by NBI. February 2007, "Insurance Law Update: Understanding Current Coverage Trends" seminar, sponsored by NBI. June 2006, "Successfully Collecting Debts and Judgments" seminar, sponsored by NBI. October 2005, "Breakthrough Collection Strategies in Florida" seminar, sponsored by NBI. April 2005, "Collection Law in Florida," sponsored by Lorman Educational Services. January 2003 and July 2004, "Advanced Collection Strategies in Florida," sponsored by NBI. August 18, 2008, "Techniques to Maximize Fee Recovery," sponsored by Lorman Education Services. Lecturer at and participant in various insurance fraud seminars and mock trials.
Mediation Rate	\$450 Per Hour
Languages	English
Citizenship	United States of America
Locale	Boca Raton, FL

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.