

FN-4809204 MN-4809204 LN-4809204, Esq.

Apopka, Florida



Current Employer-Title Magi Law, LLC – The Law Office of Kenrick A. Pratt – Solo Practitioner

Professional Summary

All parties are entitled to an Arbitrator that's an active listener, who provides procedural fairness, impartiality, and competence in case management. With over 15 years of experience in dispute resolution and legal practice across Business Torts, Contract Disputes, Insurance, Intellectual Property, and Financial Services, allows for efficient, and knowledgeable awards that comply with law and forum rules.

Profession

Mediator, Arbitrator, Attorney, Negotiator

Work History

Neutral and Solo Attorney, Magi Law, LLC – Law Office of Kenrick A. Pratt, 2010-Present; In-House Counsel/Director/Chief Negotiator (Orange County Service Unit) for Labor Unions, 2011-2017; Educator, Orange County Public Schools, 2004-2011; Forensic Scientific Officer, Royal Bahamas Police Forensic Science Laboratory, 1995-2001.

Experience

Represented businesses, non-profits, and consumers in civil litigation and alternative dispute resolution matters, including contract disputes, insurance, intellectual property claims, partnership disputes, equity and venture capital disputes, product defects and deficiencies, breach of fiduciary duty, fraud, misrepresentation, suitability, churning, over-concentration, and employment-related matters. Represented clients in complex contract negotiations while working seamlessly with Tax, Accounting, and audit professionals on transactional and planning issues.

Alternative Dispute Resolution Training: Elevating legal and professional acumen through continuous career development through the Florida Bar, and ADR trainings. For example: Supreme Court of Florida Approved Arbitration Training; Chartered Institute of Arbitrators Accelerated Route to Fellowship – International Arbitration; CPR Employment Arbitrator Pathways Training Program; Arbitrator Enhanced Expungement Training and DOAH Trial Academy (State of Florida).

Mediator Experience

Resolving Private Contractual and Regulatory Disputes administered by the Florida Department of Financial Services, Florida Department of Consumer Services, Orange County Bar Association, Florida Courts, Private Corporate Entities and Private Parties (mediated more than 2000 matters).

Representative Issues Handled as a Mediator

Issues mediated include: breach of contract; business lease disputes; consumer fraud; churning; data breach dispute resolution; distribution and franchise disagreements; domain name disputes; expungement; fraud; health care disputes; insurance disputes (automobile, dental, life, professional liability, and homeowners disputes); intellectual property (trade dress, service marks, trademarks, copyrights, trade secret, and patents); Lemon Law, misrepresentation; negligence; partnership and shareholder disputes (partnership dissolutions, property disputes, purchase and sales disputes), privacy disputes; unfair competition, suitability; supervision; tortious interference with a contractual relationship; unauthorized trading; absenteeism; conduct (off-duty/personal); demotion; discipline (non-discharge); discrimination (disability, race, sex); drug/alcohol offenses; fringe benefits; insurance; grievance mediation; job posting; layoff/bumping/recall; past practices; promotion; safety; seniority; sexual harassment; subcontracting/contracting out; holiday pay; incentive pay; overtime pay; vacation pay; work hours/assignments; working conditions; violence or threats.

Preferences

Mediator Style & Process Mediation is primarily about settling a disagreement. Often parties involved in a dispute may view the mediation process as a means of learning more about how the other party views a case or perhaps as a chance to resolve an issue; maybe both. As a neutral, it is for the mediator to encourage the parties to be fully committed to the process by actively listening, asking engaging questions and respecting all view-points.

> The mediator should understand the issue(s) involved prior to the mediation conference so that a productive conversation can be facilitated. Further, the mediator should have a potential action plan for measuring progress and presenting consensus issues to the parties. This allows the parties to see that the process is working and that a solution may be possible.

> In addition, any progress achieved may be considered in relation to where the participants interest(s) might converge or diverge; while the parties and the mediator suggest or propose creative solutions given the parties goal(s).

> Ultimately, it is the mediator's duty and goal to have the parties arrive at a self-determined outcome, because self-determined agreements tend to be acceptable, lasting and cost effective.

Technology Proficiency

Proficient in online platforms such as Zoom, GoToMeeting and Microsoft Teams for conducting hearings and conferences. Skilled in handling electronically stored information (ESI) issues. Familiar with specialized software programs including case and project management systems.

Education

Florida A&M University College of Law (JD, 2008); Clark Atlanta University (MS, Biology, 2003); Clark Atlanta University (BS, Biology, 2000).

Professional Licenses

Admitted to the Bar: Florida (2010), District of Columbia (2011); Florida Department of Financial Services Mediator License (W058314) – (2011); Florida Supreme Court Civil Mediator (27592R).

Professional Associations Orange County Bar Association; Florida and District of Columbia Bar Associations; Paul Perkins Bar Association; Dispute Resolution Center Florida Courts.

Recent Publications & Speaking Engagements

Panel Member AAA Round Table Discussion on "Sanctions in Arbitration". Feb 2024

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

Orlando, Florida

\$2,275 Per Day **Mediation Rate**

English Languages

United States of America Citizenship

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.