



AAA Mediation.org™

**FN-4871129 MN-4871129 LN-4871129,  
Esq.**

**Philadelphia, Pennsylvania**



<b>Current Employer-Title</b>	The Axelrod Firm PC - President and Chief Executive Officer (CEO)
<b>Profession</b>	Attorney, Judge Pro Tempore, Settlement Master, Mediator, Receiver, Arbitrator
<b>Work History</b>	President/ Chief Executive Officer, The Axelrod Firm, PC, 2007-Present; Attorney, Comroe Hing LLP (disbanded), 2003-2007; Attorney, Kittredge Donley Elson Fullem & Embick LLP (disbanded), 2003; Attorney, Schiffrin & Barroway LLP (disbanded), 2002; Attorney, Blank Rome Comisky & McCauley LLP (now Blank Rome), 1999-2002; Attorney, McCarter & English LLP, 1997-1999; Attorney, Dunn Haase Sullivan Mallon Cherner & Broadt P.C. (disbanded), 1994-1997; Law Clerk, Offices of the Hon. Sandra Mazer Moss (Ret.) - Court of Common Pleas of Philadelphia, 1993-1994.
<b>Experience</b>	<p>Trial lawyer with jury trial experience representing both plaintiffs and defendants in Commercial Litigation in Pennsylvania state and federal courts. Experience working in an Am Law 100 law firm. Handles major commercial litigation separately and in select cases, in partnership with Am Law 100 firms.</p> <p>Commercial Litigation and Arbitrator Experience Experience in: business torts, business litigation including business “divorces”, business disputes, commercial leases, construction disputes, strength of concrete disputes, water damage, insurance coverage, contract disputes, corporate veil issues, derivative litigation, fiduciary duty claims, fraud claims, loan disputes, misrepresentation claims, non-compete disputes, noncompete disputes, non-solicitation disputes, hold harmless disputes, confidentiality agreements, trade secrets, real estate disputes, real estate litigation, title disputes, title litigation, receiverships, shareholder disputes, contract interpretation, disputes concerning master agreements, contract amendments, the present value of money, present value damages, economic damages, accelerator fees, penalties, interest, attorneys’ fees, attorney’s fees, cancellation fees, audit rights, exclusive agreements, and tender claims in a wide array of industries including aerospace and aviation including in airline matters, charter airline matters, and air charter matters including matters involving the Federal Aviation Regulations (FAR), Federal Aviation Administration regulations (FAA), professional sports teams including the National Football League (NFL), National Basketball Association (NBA), National Basketball League (NBL), Major League Soccer (MLS), National Collegiate Athletic Association</p>

(NCAA), March Madness, all in contracts, all-in contracts, ACMI, appointed services, commission fees, flight brokers, brokered flights, Maintenance, Repair, Overhaul (MRO), Maintenance Repair Overhaul, Operations Specifications (Opspecs), commercial airplanes, one off flights, ad hoc flights, live flights, ferry flights, VIP configurations, 737 aircraft, 737-400 aircraft, 737-800 aircraft, Club Charter Services, corporate concierge services, Statements of Work, BlueOne, torque meter shaft seals, engines, and disputes in the aviation, banking, construction, health care, church, and non-profit industry.

#### Representative cases

David versus Goliath commercial defense trial victory published in Pennsylvania Jury Verdict Review & Analysis (which catalogs the most significant state verdicts).

Three commercial cases covered in Law360: successful prosecution of a \$1.25 million breach of contract action; successful defense of a major health insurer in a multi-million-dollar antitrust claim; and a multi-million-dollar derivative action which settled with the nominal defendant paying counsel fees and putting safeguards in place to guard against similar wrongdoing.

#### Aviation Litigation and ADR Experience

Experience in: (a) Commercial Aviation Litigation including for example: 1) between a charter airline and its broker for professional sports team and rock star customers, involving numerous claims and counterclaims, litigated over the course of an arbitration over 7-business days, and 2) breach of contract actions regarding aircraft sales, airplanes, and parts, including aircraft manufacturers and companies that convert aircraft; (b) Products Liability experience including with passenger bodily injury claims and claims involving component part manufacturers; (c) AIR21 Litigation, (d) proceedings over FAA Part 91 certificates, Part 91 aircraft operators, Part 91 operators, FAA 91, FAA Part 121, Part 121 certificates, Part 121 aircraft operators, Part 121 operators, FAA Part 121 certificates, FAR 212, FAA Part 125 certificates, and FAA Part 135 certificates; and (d) Aviation Claims brought under the Warsaw Convention.

### **Mediator Experience**

Appointed Judge Pro Tempore (JPT) / Settlement Master by the Philadelphia Court of Common Pleas Commerce Court. Thriving mediation practice, regularly assisting parties in fully and completely resolving their disputes.

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

Contract disputes, business disputes, business torts, business divorces, commercial leases, construction disputes, strength of concrete disputes, water damage, insurance coverage, corporate veil issues, derivative litigation, fiduciary duty claims, fraud claims, loan disputes, misrepresentation claims, non-compete disputes, noncompetes disputes, non-solicitation disputes, hold harmless disputes, confidentiality agreements, trade secrets, real estate disputes, title disputes, title insurance, receiverships, shareholder disputes, dissolutions, distribution claims, contract interpretation, master agreements, contract amendments, the present value of money, present value damages, economic damages, accelerator fees, penalties, interest, attorneys' fees, attorney's fees, cancellation fees, audit rights, exclusive agreements, and tender claims in a wide array of industries including aerospace and aviation, real estate, professional sports, banking, construction, health care, church, and non-profits including 501(c)(3) churches.

### **Mediator Style & Process Preferences**

I provide the parties with written mediation procedures, talk with the parties, and thoroughly and carefully review the parties' paperwork, in advance, coming prepared to mediations with both a plan and questions for the parties. While I come prepared, I also listen carefully, remaining flexible and open to the possibilities, taking care to ensure that the parties are heard and their points are made and that they are carefully guided toward a resolution.

### **Technology Proficiency**

Experienced in using online platforms including Zoom and LoopUp, for hearings and conferences. Have helped a number of parties, and their counsel, successfully navigate through technical difficulties with online hearings.

Experienced in electronically stored information (ESI) issues, and with cybersecurity agreements, confidentiality agreements, and stipulated protective orders.

Experienced in business and project management, payroll systems, profit and loss and other accounting records, time and billing software systems, and other law firm and business management software. Have owned law firm since 2007, and work with such programs regularly.

<b>Education</b>	Temple Law School (JD -1993); Brandeis University (BA, Economics, Cum Laude -1990).
<b>Professional Licenses</b>	Admitted to the Bar: Pennsylvania (1993), New Jersey (1994).
<b>Professional Associations</b>	Philadelphia Court of Common Pleas Commerce Court Case Management Program, Appointed Judge Pro Tempore / Mediator / Settlement Master, Arbitrator, and Receiver; Litigation Counsel of America (honorary society of top trial lawyers that accepts less than one half of one percent of American lawyers); National Institute of Trial Advocacy (NITA) Faculty, Next Level Trial Techniques; Temple Law Alumni Association (TLAA) past President; Philadelphia Bar Association, Member, Investigative Division of the Commission on Judicial Selection and Retention (leading teams investigating those seeking to become judges), Member, and past Co-Chair, Law Practice Management Committee.
<b>Recent Publications &amp; Speaking Engagements</b>	<p>Speaking Engagements: Panelist at the National Association of Women Lawyers (NAWL) webinar on, "Business Continuity During the #COVID19 Pandemic ... and How Alternative Dispute Resolution Can Help!," discussing serving as a AAA Arbitrator in Commercial Disputes; Presenter to the Philadelphia Bar Association Women in the Profession Committee on, "Becoming a AAA Arbitrator and a Judge Pro Tempore / Settlement Master"; Panelist for the Philadelphia Bar Association on, "How To Effectively Deal With The Obstreperous Lawyer" with two panelists who are judges; Panelist covering, "On Leadership," with co-panelists including La-Toya Hackney (then the Assistant General Counsel of Sunoco), moderated by Fran Fattah (then the Deputy General Counsel for the Chester Upland School District); Speaker at the request of the Superior Court of Pennsylvania, the Commonwealth of Pennsylvania's primary intermediate appellate court, on, "Pennsylvania Appellate Practice," on public television, Channel PCN.</p> <p>Publications: "Mayday, Mayday! Minimizing air carriers' exposure by protecting their whistleblowers – lessons gleaned from AIR21," American Bar Association Tort Trial and Insurance Practice Section, Aviation and Space Law; "Committee's Goal is Helping Solos Succeed," The Philadelphia Bar Reporter (regarding the Law Practice Management Committee's work).</p>
<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	Philadelphia and within 20-minutes of Moorestown, New Jersey
<b>Mediation Rate</b>	\$4,200 Per Day
<b>Languages</b>	English, Spanish
<b>Citizenship</b>	United States of America
<b>Locale</b>	Philadelphia, PA

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.