

FN-5950377 MN-5950377 LN-5950377, Esq.

Princeton, New Jersey



Current Employer-Title GBClassonADR LLC - President

Profession Arbitrator, Mediator

Work History

President, GBClassonADR LLC, 2003-Present; Retired Senior Counsel, Solvay USA Inc., 2000-2021, Corporate Finance Counsel, Rhodia SA, 2005-2008; Corporate Counsel,

Metallgesellschaft (MG), 1994-1999; Corporate Counsel, AroChem Corporation, 1989-1994;

Associate General Counsel, Transworld Oil America Inc., 1981-1989.

Experience Expertise in the following fields, representative transactions and matters, and the management of related disputes, arbitrations and litigation:

Chemicals:

Contract with global mining customer for long term supply of patented chemical to increase in alumina refining process efficiency, together with accompanying limited IP license, for use in dedicated refinery process unit; sale of formulated resins business subsidiary for a base cash purchase price plus earn-out based upon prospective growth; purchase of partner's interest in a cellulose acetate flake manufacturing JV in exercise of right-of-first-refusal following partner's termination of JV; acquisition of microbial strain library and related IP assets from for use in the production of n-butanol from biomass; lease and purchase of land at host petrochemical refinery for construction and operation of a guest alkoxylation production facility, together with related ethylene oxide supply and plant service agreements with host; term contract for supply of derivatized guar oil field chemicals to leading oilfield service company; custom pharmaceutical ingredient development and manufacturing agreements; closure of last US bulk aspirin manufacturing facility and settlement of lease and operating agreement liabilities with plant site host.

Energy/Bankruptcy/Management:

Merchant-market, petroleum product supply terms with fixed index pricing and cash settlement options for compliance with consent decree settling alleged Commodity Exchange Act violations; natural gas prepaid forward sale contract, ISDA, deposit and variation margin agreements with bank counterparty, subsequently sold together with offshore oil and gas production subsidiary; petroleum trading contracts in physical and derivative markets (both OTC and futures); consent decree with

U.S. EPA containing remediation work milestones, settling alleged NYPDES permit violations; management of headquarters and plant staff of approximately 120 through Chapter 11 and Chapter 7 bankruptcy proceedings, with responsibility for liquidating petroleum inventories to pay on-going company expenses through eventual sale of company's plant assets.

Finance:

Provided legal support to treasury and finance colleagues throughout career with the negotiation, implementation and administration of a variety of financial transactions. Representative agreements include: syndicated, corporate level, working capital credit facilities and related, worldwide security and fixed asset and real estate collateral packages; bi-lateral, subsidiary-level, credit lines; secured working capital finance facilities for discreet business activities; publicly listed, high yield, floating rate corporate notes; receivable sale and securitization programs, equipment financing leases; supplier and customer supply chain finance facilities; grid promissory note-based loans for letters of credit; customer account agreements for futures contract trading.

Mediator Experience

Active as a Qualified Rule 1:40 mediator in the New Jersey Superior Court Civil Presumptive Mediation. Also a qualified New York Part 146 civil mediator, serving on the roster of the 9th Judicial District for small claims, and a member of register of mediators for U.S. Bankruptcy Court for the Southern District of New York.

Representative Issues Handled as a Mediator

Claims concerning breach of consumer home remodeling contracts and fraud with respect thereto, scope of insurance coverage for residential home storm damage, liability for personal injury and loss of use connected with an HVAC service contract.

Preferences

Mediator Style & Process Throughout any mediation the parties must maintain confidence in the process and their ability to make use of it, and my services as a mediator, to find a mutually agreeable settlement to their dispute. I support this by keeping litigants focused on the opportunity that mediation affords them to "bury-the-hatchet" and to move on to more productive pursuits in their lives, their business, and, potentially, the future of their relationship with one another. I am respectful of litigant confidences and I am empathetic to their respective legal positions and opinions. I want counsel to provide me with mediation statements that cogently present legal arguments and essential facts to educate me about the case and which I will then use to seek openings for a dialogue that will lead to a resolution. I will make evaluative observations when I believe a party might be overlooking a strength or deficiency in its legal position and which might be contributing to an inability to find a compromise. Having long practiced as a transactional attorney I want to diffuse polarization and to facilitate the parties' movement to the center in an effort to find a deal.

Technology Proficiency

Working familiarity with Zoom; have also worked in Microsoft Teams; willing to conduct on-line hearings.

Education

Hofstra University, Maurice A. Deane School of Law (JD-1981); Tufts University (BA, Philosophy-1978).

Professional Licenses

Admitted to the Bar: New York (1982); US District Court: Southern District of New York (2023).

Professional Associations New York State Bar Association, Dispute Resolution Section; New Jersey Association of Professional Mediators; The Maritime Law Association of the United States; Fellow, Chartered **Institute of Arbitrators**

Mediation Rate

\$450 Per Hour

Languages

English

Citizenship

United States of America

Locale

Princeton, NJ

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.