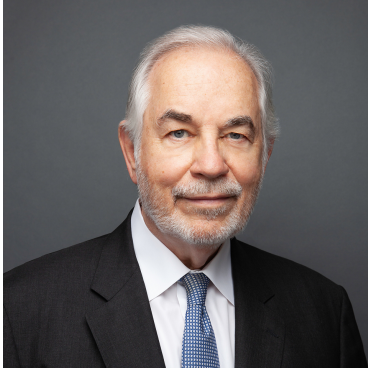




AAA Mediation.org™

FN-637 MN-637 LN-637, Esq.

Piedmont, California



Current Employer-Title Independent Arbitrator/Mediator

Work History Arbitrator and Mediator (full-time since 2000), 1984 – Present; Litigation Partner, Landels Ripley & Diamond LLP, 1973 – 2000; Adjunct Professor – Alternative Dispute Resolution, Golden Gate University School of Law, 1991; Law Clerk to Honorable William T. Sweigert U.S. District Judge, Northern District of California, 1971 – 1973; Associate, White & Case, 1970 – 1971.

Experience National arbitration and mediation practice, including over 400 appointments as sole arbitrator, panel chair or panel member, in both domestic and international matters, including the following areas:

Business and Commercial: Contracts, corporations, corporate governance, directors and officers liability, derivative actions, partnership, joint venture, venture capital, private equity, manufacturing, asset purchase, banking, finance, lending, mortgage finance, personal guaranty, securitization, collections, mergers and acquisitions, securities, anti-trust, distributor, franchise, unfair practices, unfair competition, fraud, product liability, industrial, agricultural, international trade, hotel, hospitality, restaurant, resort, vineyard, golf development, apparel, alcoholic beverages, gaming, Indian gaming, gaming equipment, insurance, brokerage, sports management, professional sports, sports apparel and equipment, stadium leasing, equipment leasing, aerospace, telecommunications, cable television, satellite television, pharmaceuticals, data centers, environmental regulation, liability and remediation.

Technology/IP: Intellectual property, licensing, software development, biotechnology, trade secret misappropriation, patents, domain name, international, venture capital, private equity, stock options, startups, medical devices, computer hardware, cable TV technology, telecommunications technology, enterprise systems, aerospace systems design, automation software, industrial systems, copyright,

Employment: Wrongful termination, sex, gender, race and disability discrimination, sexual harassment, wage and hour, class actions/class arbitrations, Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA) collective action, employee benefits, Employee Retirement Income Security Act (ERISA), fiduciaries, Fair Employment Housing Act (FEHA), Family Medical Leave Act (FMLA), Unruh Act, whistle blower, retaliation, pension fund withdrawal claims, pension benefit claims, privacy, Cal. Labor Code.

Healthcare: Have served on or chaired multiple arbitral panels in disputes between providers and payors, including seven figure disputes involving major hospital groups and national health insurers. Clause construction and class certification partial final awards in national class payor-provider arbitration leading to class settlement. Medical malpractice wrongful death claim. Wrongful termination/discrimination claim by radiologist whose employment contract was not renewed due to competency issues. Breach of contract claims against departing physician by former practice group

Real Estate: Contracts, land use, broker liability, fraud, non-disclosure, title insurance, escrow, mortgage lending, mortgage finance, mortgage broker, mortgage banking, foreclosure, personal guaranty, condominium, tenancy in common, partnership, joint venture, valuation, appraisal, environmental, boundary disputes, easements, mechanics liens, partition, sale-leaseback, new residential development.

Construction: Contract, subcontract, delay, design defects, construction defects, architect and design professional liability, civil engineering, structural engineering, soils engineering, site preparation, subsidence liability, warranty, surety bond, completion bond.

Insurance: Comprehensive General (CGI), Property & Casualty, Directors and Officers (D & O), Employment Practices Liability (EPLI); Life and Disability, Workers Compensation, Reinsurance, Mortgage Pool Insurance.

Other: Probate, wills and trusts, maritime, shipping, family business disputes, high net worth marital dissolution, catastrophic property damage, catastrophic personal injury, supply contracts.

Nominated by peers as Northern California Superlawyer in the field of ADR 2004-2023.

Mediator Experience

National practice as a neutral and has served as mediator in well over 1,000 cases since 1984, many involving seven or more figure disputes, involving business; international; technology; construction; employment; patent/intellectual property; trade secret; software licensing and development; Internet; telecommunications; energy; regulatory; land use; environmental; real estate; hotel; hospitality; entertainment; toxic tort; mold exposure; products liability; mergers and acquisitions; corporate governance; sex, age and race discrimination; Americans with Disabilities Act (ADA) discrimination; Uniformed Services Employment and Reemployment Rights Act (USERRA); wrongful termination; sex harassment; Fair Employment Housing Act; public policy; whistle-blowing; partnership and joint venture dissolution; distributorship termination; franchise; legal malpractice; securities; anti-trust; health care; managed care; HMO Employees Retirement Security Act (ERISA); medical malpractice; copyright; trademark; gaming, Indian Gaming; personal injury; maritime; various life, disability, property and casualty, liability insurance and reinsurance issues; class actions; contracts; commercial; and various multi-party disputes.

Representative Issues Handled as a Mediator

Issues handled include the following: dispute between U.S. silicon chip manufacturer and European distributor; construction dispute involving power plant; dispute arising from acquisition of silicon wafer manufacturing facility by European investors; renegotiation of 25 year output contract between international mining company and Canadian agricultural chemical company; contract disputes among HMOs and provider groups; dispute between owner/operator of hospitals and health care district involving option to purchase hospital; division of community property in marital dissolution of billionaire couple involving complex real estate, financing and tax issues; CEO termination and pension/stock options; U.S. computer patent dispute between Asian conglomerate and various Asian OEMs; technology dispute among overseas manufacturer and software developer; various software licensing and software development disputes; various race, sex, age and ADA discrimination in employment cases; whistle blower claim by head of clinical study against biotech firm; securities fraud class actions; multi-district suit regarding multiple patents and fraud on PTO; termination of overseas distributor; dispute among dot com founders and VC firm; environmental claims regarding groundwater and soil contamination; development of gaming facility on Indian reservation; contract/regulatory dispute among utility and co-gen facility; copyright dispute involving fair use; various construction contract, delay, and defect claims, including mold infestation; dissolution of manufacturing joint venture; fraud in sale of life policy; sexual harassment by hotel manager; legal malpractice claim against managing partner of large law firm; negligence claim by school district against architect; claim by acquirer of under-reserved life insurer; non-disclosure claim against seller of apartment complex and brokers; medical malpractice arising from misdiagnosis of cancer; dispute among anchor restaurant and hotel; commercial office lease among

bank and developer; copyright dispute among Major League umpires and sports equipment advertiser; securities claim by creditor's committee of bankrupt retail chain; copyright dispute between photographer and wine producer; various disputes involving hospitality and wine industry in Napa Valley-Sonoma; and a family business dispute involving mini-warehouse investments.

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| Mediator Style & Process Preferences | Mediation is a facilitated negotiation between the parties. Every mediation will be different depending on the participants and the circumstances. There is no stock or one size fits all approach. A mediator who is too quick to be evaluative or directive can sometimes hinder settlement opportunities by polarizing the parties or losing credibility with one side in favor of another. A strong-arm mediator whose only technique is a hammer or the ability to embarrass counsel might occasionally be able to force a settlement, but experience teaches that using a range of tools and the right tools at the right time is more likely to produce a settlement. By the same token, a mediator who sees his or her role merely as a go-between or carrier of messages between the parties can also be ineffectual. A good mediator will know when it is best to stand back, be a good listener, and let the process flow, and when it is important to intervene and provide guidance, firmness and direction. The mediator should have a well-managed ego, and not have a need to control every step of the process. People skills are important, as is stamina and the ability to identify and master the key issues quickly. An effective mediator also has to be a good closer. |
| Education | Georgetown University (JD, Editorial Board, Case and Notes Editor, Georgetown Law Journal-1970); Colgate University (BA-1967). |
| Professional Licenses | Admitted to the Bar: California (1972), New York (1971-retired); various Federal Courts. |
| Professional Associations | College of Commercial Arbitrators (Fellow); Past American Bar Association (Real Property, Probate and Trust Section, Former Member of Council; Past CLE Chair; ABA Dispute Resolution Section, Past Advisory Council; National Conference of Commissioners on Uniform State Laws (Drafting Committees for Uniform Arbitration Act and Uniform Mediation Act, ABA Section Advisor); State Bar of California (International Law Section, Executive Committee - Past); Beijing Arbitration Commission Panel of Arbitrators; International Arbitration Club of Northern California; Chartered Institute of Arbitrators (invited and trained as Fellow). |
| Recent Publications & Speaking Engagements | (Partial listing) Webinar presenter on employment arbitration for AAA, June, 2012; Speaker, International Arbitration, Construction Superconference, San Francisco, December 2002; speaker, "Construction Mediation," American College of Construction Lawyers, Key Largo, March 2000; speaker, Mediation, Union Internationale des Avocats, Philadelphia, 1997; "Practical Tips for Drafting Arbitration Clauses," CORPORATE COUNSEL, August 2000; "Effective Mediation," NEW YORK LAW JOURNAL, December 1999; "Effective Mediation," SAN FRANCISCO ATTORNEY MAGAZINE, August/September 1999; "In-House Mediation of Employment Disputes: ADR for the 1990's," EMPLOYEE RELATIONS LAW JOURNAL, vol. 21, no. 1, 1995; "Looking to the Courts for the Shaping of Arbitration Clauses," RECORDER ADR SUPPLEMENT, Spring 1995; originator and co-author, CALIFORNIA ADR PRACTICE GUIDE, Shepard's/McGraw-Hill, later Matthew Bender & Co., 1992; co-author, "Tailoring the Arbitration Clause: Accommodating Client Needs in Real Estate and Other Transactions," 21 GOLDEN GATE UNIVERSITY LAW REVIEW 281, 1991; "How to Approach Your Client About Mediation," monograph and article, SAN FRANCISCO ATTORNEY MAGAZINE; regular guest speaker, Negotiation Strategy Institute; various other articles on various ADR topics. |
| Locations Where Parties Will Not be Charged for Travel Expenses | Available to arbitrate cases outside San Francisco Bay Area without charge for airfare or travel time in matters involving more than 4 contiguous hearing days. |
| Mediation Rate | \$7,000 Per Day |
| Languages | English |
| Citizenship | United States of America |
| Locale | Piedmont, CA |

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.