



AAA Mediation.org™

**FN-65537 MN-65537 LN-65537, Esq.**

**New York, New York**

**Current Employer-Title** Allegaert Berger & Vogel, LLP - Partner

**Professional Summary** With more than 40 years of experience as an advocate, and 30 years of experience in ADR, have handled litigation in almost all substantive areas of law. Have represented both plaintiffs and defendants in the most complex disputes to the relatively minor, although no dispute is minor to the litigant. Take a practical and pragmatic approach to managing a case, taking into account the respective parties' resources, their history, the significance of the matter to the parties, and the need for an expeditious resolution. Have handled many emergency arbitrations and requests for interim relief.

**Profession** Arbitrator, Attorney, Mediator, Adjunct Law School Professor

**Work History** Partner, Allegaert Berger & Vogel LLP, 2018-Present; Partner, Andrews Kurth LLP (now Hunton Andrews Kurth) (managing partner New York Office, Co-Chair Litigation Department), 1990-2017; Associate, Shea & Gould, 1984-1990; Associate, Mudge Rose Guthrie Alexander & Ferdon, 1980-1984; Chief Counsel's Office, Internal Revenue Service, 1979-1980.

Adjunct Professor, New York Law School, 2017-Present.

**Experience** Handle a vast array of commercial and employment matters as an advocate, arbitrator and mediator including breach of contract and fraud in numerous substantive areas. Litigation involving corporate acquisitions and divestitures; adjustment, earn-out and escalation clauses; trademarks; software agreements; art authenticity; insurance coverage matters; franchise agreements; trusts and estates; real estate valuation; executive compensation including non-competition and non-solicitation agreements; partnership, and shareholder disputes; sports and entertainment agreements; bankruptcy, restructuring, and creditor rights; corporate governance; banking, negotiable instruments and wire transfers; family and close corporation disputes; trade secrets; employment discrimination; termination, benefit and bonus disputes. Have worked in both large and small firms representing both plaintiffs and defendants ranging from large multinational corporations to individuals. Experience includes:

**COMPLEX BUSINESS DISPUTES:** As both an ADR professional and advocate, core practice involves business disputes alleging breach of contract, breach of fiduciary duty, fraud, negligence, tortious interference with contract, and related claims. Regularly handles disputes involving finance, insurance, mergers and acquisitions, technology, licensing, intellectual property, and the rights of stakeholders in various business organizations.

**EMPLOYMENT DISPUTES:** Handle as an advocate and ADR professional the full panoply of employment issues including executive compensation, termination, discriminations, employee benefits, bonus disputes, and FLSA.

**INDUSTRIES:** As an ADR professional, handle matters in telecommunications, advertising, medical offices, consumer products, franchising, licensing, factoring, retail, fashion, banking, accounting, investment vehicles, real estate, technology, construction, executive recruiting, sports, entertainment, tax and attorney malpractice.

<b>Mediator Experience</b>	Thirty years of experience handling mediations in most substantive areas, ranging from small disputes to multi- party cases well into the nine figures. Have served as a mediator in hundreds of matters.
<b>Mediator Style &amp; Process Preferences</b>	I began mediating before particular mediation styles were identified. As a result, my style depends on the case and on the parties. I do not require lengthy mediation submissions. Instead, I meet with counsel first to learn the impediments to settlement. Prior to the mediation, I ask counsel to confidentially explain to me how the parties got to where they are, the personalities of the parties, past-history, prospect for future relations, and what their ideal and worst outcomes would be. I also ask counsel what they expect that I will learn from the other party(ies) in their confidential submissions. If one of the impediments to settlement is an inability to pay, I explore options with that party confidentially before the mediation so that the mediation does not terminate on that basis. I will make mediator proposals only when all parties request them, although I will, if asked, share my opinion on how I think the case should be resolved. I will, often after private session, bring the parties back for a joint session to recap progress. I find that after ideas have been expressed and relayed, parties approach a joint session with more of an open mind and willingness to consider alternatives.
<b>Technology Proficiency</b>	Proficient on Zoom, Teams, LoopUp. Handle mediations in-person, remotely, and via hybrid.
<b>Education</b>	New York University (LLM, Taxation-1984); Brooklyn Law School (JD, cum laude-1979); New York University (BA, Psychology, summa cum laude-1976).
<b>Professional Licenses</b>	Admitted to the Bar: New York (1980); US District Court: Southern District (1983), Eastern District of New York (1980), Northern District of Illinois (2004), Eastern District of Michigan (2011); US Court of Appeals: 2nd Circuit (1992), 6th Circuit (1998); US Supreme Court (2009).  US Tax Court (1980).
<b>Professional Associations</b>	New York State Bar Association Managing Partner Board of Advisors; New York City Bar Association (Committee on ADR); New York City Bar Association (Committee on Federal Courts; Financial Industry Regulatory Association (Arbitrator); National Futures Association (Arbitrator); Mediator for Second Circuit Court of Appeals (Original Panel); Mediator Southern District of New York (Mediator Advisory Committee); Mediator Eastern District of New York; Mediator Supreme Court New York County Commercial Division.
<b>Recent Publications &amp; Speaking Engagements</b>	“Mediation” – Harvard Women Alumni  “How to Succeed in Mediation” Speaker, 2013, National Association of Women Lawyers Mid-Year Meeting  Business Disputes: Alternative Paths to Resolution, 2013 Women’s Retreat  Fifth-Circuit Addresses Issue of When Oral LSTA Loan Trades Become Binding, Client Alert  “Smoke and Mirrors”, the New York Law Journal Magazine  “Drafting Agreements with a Litigator’s Eye, a Practical Guide”, New York Law Journal
<b>Mediation Rate</b>	\$600 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	New York, NY

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.