



AAA Mediation.org™

**FN-7 MN-7 LN-7, Esq.**

**Hartford, Connecticut**

**Primary Areas of Expertise**

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**Current Employer-Title** McElroy, Deutsch, Mulvaney & Carpenter, LLP – Partner

**Profession** Attorney in Private Practice

**Work History** Partner, McElroy Deutsch Mulvaney & Carpenter LLP (formerly Pepe & Hazard), 1983 – Present; Partner/Associate, Alcorn Bakewell & Smith, 1970 – 1983.

**Experience** Practice is concentrated in construction contract litigation and commercial litigation. Extensive experience in large, complex litigation in federal and state courts (bench and jury trials) and in arbitration. Construction litigation experience involves a wide range of EPC, design-build, general contractor, and construction management delivery systems for commercial, industrial and infrastructure projects involving claims in domestic and international arbitration as well as state and federal court. Experience with EPC contracts for off-shore wind farms (largest in the world), gas turbine power projects, crude oil upgraders and mining facilities, and with general contractor and CM contractor for high rise office buildings, apartment houses, condominiums, casinos, nursing homes, schools, hospitals and theaters. Commercial litigation experience includes breach of contract claims, business torts, trade secret theft, partnership disputes, and breach of fiduciary duty claims.

Successful prosecution and settlement of \$500 million claim in an ICC arbitration against the sovereign owner of a refinery facility; recovery in an ICDR arbitration of \$9 million on behalf of the EPC contractor for a power recovery system; recovery of \$21 million in an AAA arbitration for the developer of a casino for an Indian Gaming Commission; jury verdict for \$11 million for corporate defamation.

Tried cases in arbitration and to the court and to juries involving delays and disruptions in construction projects; wrongful terminations; breach of oral contract; fraud; surety performance bond obligations; defective design and construction; professional malpractice; and crane collapses.

**Mediator Experience** Mediated more than 75 cases, achieving a settlement in more than half of them. Approximately one-half of those have been construction disputes, usually between the general contractor or construction manager and the owner, but also involving subcontractor-general contractor disputes. The business cases have involved quite varied issues, often arising out of the break-up of a business venture or claim of business torts.

<b>Representative Issues Handled as a Mediator</b>	<p>Issues in construction contract cases have involved wrongful terminations; construction defects; delays and disruptions; change order disputes; and quantification of damages.</p> <p>Business disputes mediated have included trade secret theft; breach of fiduciary duty; dissolution of partnerships; professional fee disputes; and fraud claims.</p>
<b>Mediator Style &amp; Process Preferences</b>	<p>I am an unabashed and enthusiastic supporter of the mediation process, believing it to be far and away the most desirable and cost effective methodology of dispute resolution available to the business world. I believe there to be no down-side to mediation; the cost is a small fraction of what will be spent in litigation and the opportunity for the parties to determine their own fate is invaluable.</p> <p>I expect the parties and their representatives to be fully prepared to present a summary of their respective cases in a plenary session and to respond to my questions before having the parties caucus separately. I require the decision-maker for each side to be present. I act as facilitator and will be an evaluator only as a last resort. I will work harder than anyone in the room to find a resolution of the dispute.</p>
<b>Education</b>	<p>Cornell University (JD, with Distinction-1970); Rensselaer Polytechnic Institute (MS-1967; BS-1964).</p>
<b>Professional Licenses</b>	<p>Admitted to the Bar: Connecticut, 1970; U.S. District Court: Districts of Connecticut, Southern and Eastern Districts of New York, Eastern District of Michigan; U.S. Court of Appeals: Second, Ninth, and Sixth Circuits; U.S. Court of Federal Claims; U.S. Supreme Court.</p>
<b>Professional Associations</b>	<p>American College of Trial Lawyers (Fellow); American College of Construction Lawyers (Fellow; Board of Governors); American Board of Trial Advocates (Associate; Past President, Connecticut Chapter); American Bar Foundation (Fellow); Connecticut Bar Foundation (Fellow); Oliver Ellsworth Inn of Court (Past President); Greater Hartford Legal Aid Foundation (Past President); Connecticut Bar Association (President, President-Elect, Vice President; Construction Law Section, Past Chairman); American Bar Association (Litigation Section; Construction Industry Forum); and Associated General Contractors, Connecticut Chapter Board of Governors.</p>
<b>Recent Publications &amp; Speaking Engagements</b>	<p><b>Publications</b></p> <p>"Construction Law Handbook," co-authored "Compensatory Damages Chapter," Wolters Kluwer (2008); "Document Retention, Electronic Discovery, E-Discovery Cost Allocation &amp; Spoliation of Evidence -- The Four Horsemen of the Apocalypse in Litigation Today," Connecticut Bar Journal (2007); "Compensating The Former Employee To Prepare And Prove Construction Claims," The Construction Lawyer, American Bar Association (2004); "The Revised Commercial Arbitration Code of Ethics: What Does it Mean for You?," AAA Seminar, 2004; "How Arbitrators Make Decisions - What Matters Most," AAA Seminar, 2003; "Connecticut Appellate Court Decision Permits Confirmation of Arbitration Award More Than One Year After Notice of Award," CONSTRUCT! American Bar Association, Construction Litigation Committee, 1995; "The Arbitrator's Obligation to Apply Established Law after Garrity v. McCaskey: A New Era of Just More of the Same?" CTLA Forum, 1994; "The American Arbitration Association's Large, Complex Case Program: Arbitration Comes of Age and Becomes a Real Alternative to Litigation of Large, Commercial Disputes," CTLA Forum, 1993; co-author, "Connecticut Lien and Bond Law," chapter, Fifty State Construction Lien and Bond Law, Wiley &amp; Sons, 1992, 1993, 1994, 1995; "Mediation of Construction Disputes," AAA Punchlist, 1992; co-author, "Changes in Scope Claims," chapter, Proving and Pricing Construction Claims, Wiley &amp; Sons, 1990; "Arbitration vs. Litigation: Wrestling with Disputes," Builder and Contractors, 1986.</p> <p><b>Speaking Engagements</b></p> <p>"Can't We All Just Get Along? Project Counsel's Ethical and Professional Obligations vs. the Eternal Quest for Project Harmony and Cooperation," American Bar Association Forum on the Construction Industry (2014); "Using Technology To Present Your Construction Case: Making the Complex Simple and Persuasive," American Bar Association Forum on the Construction Industry (2011); "Document Retention, Electronic Discovery, E-Discovery Cost Allocation &amp; Spoliation of Evidence," Construction SuperConference (2010); "Enforcing the Award: Tips And Traps," American Arbitration Association Construction Conference (2009); "AIA 2007 v. ConsensusDOCS:</p>

Which Is Better," AICPA National Construction Industry Conference (2008); "Construction Contract Landmines," AICPA National Construction Industry Conference (2007); "Electronic Discovery in Commercial Case," Connecticut Trial Lawyers Association (2007); "The Revised Commercial Arbitrator Code of Ethics: What Does It Mean For You?," American Arbitration Association Seminar (2004); "Construction Contract Clauses," AICPA National Construction Industry Conference (2003); "What To Do When The Surety Is Invited To The Table / The Surety's Role From The Viewpoint Of the Contractor/Bond Principal," American Arbitration Association National Forum on Conflict Resolutions in the Construction Industry (2003); "How Arbitrators Make Decisions -- What Matters Most," American Arbitration Association Seminar (2003).

<b>Mediation Rate</b>	\$500 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Hartford, CT

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.