



AAA Mediation.org™

Jerome V. Bales, Esq.

Shawnee, Kansas



Primary Areas of Expertise

Commercial Construction
Insurance
Commercial Disputes

Current Employer-Title Bales ADR Services, LLC - Member

Professional Summary 50 years of practicing law in the area of claims, litigation, arbitration and contract drafting, including 30 years' of experience serving as a neutral mediator and arbitrator.

Profession Attorney, Arbitrator, Mediator, Special Master

Work History Bales ADR Services, LLC, 2023 – Present; Of Counsel, Woodworth Snow, LLC, 2023 – 2024; Shareholder, Rouse Frets White Goss Gentile Rhodes PC, 2010 –2023; Member, Lathrop Gage, 1999 – 2010; Law Clerk, Associate, Partner, Wallace Saunders, 1972 – 1999.

Experience Current practice focuses solely on serving as a mediator, arbitrator, or Special Master. ADR practice began 30 years ago. Ceased representing clients in February 2024 to focus solely on serving as a neutral. From 2016-2024, 50% of practice was serving as a neutral and 50% was drafting and negotiating commercial and construction contracts and serving as senior counsel in litigation and claims. Prior to 2016, 85% of practice was in construction law and litigation, representing architects, engineers, surveyors, owners, contractors, subcontractors and suppliers. Experience in both public and private commercial and residential disputes. Has handled or decided virtually every type of claim arising on a construction project, i.e., defects in all design disciplines, delay and impact, job site safety, wrongful termination, liquidated damages, cardinal change, differing site conditions, and other contract disputes. Has tried hundreds of cases (jury trial, bench trial, and arbitration). Residential experience includes representation of both homeowners and builders in construction defect cases, failure of sellers to disclose defects, etc. The first 25 years of practice also included extensive experience with personal injury, wrongful death, product liability, premises liability insurance law and insurance coverage disputes (including agency/broker errors and omissions, first party claims, arson, fraud, property/casualty, professional liability insurance, architects' and engineers' insurance, crop insurance, primary/excess issues, trigger and number of occurrences, and casualty and environmental insurance).

Mediator Experience Mediation practice includes cases involving commercial law, construction, insurance, business disputes, products liability, personal injury/wrongful death, and employment.

Representative Issues Examples of representative issues handled as a mediator include: Dispute between general and subcontractor regarding work on electrostatic precipitator in power plant, termination of the

Handled as a Mediator	<p>subcontractor, and multi-million dollar counterclaim by subcontractor for loss of credit and bonding capacity; Dispute (involving \$2.2 million) between steel erector and fabricator involving delays, impact, quality of work, and back charges, involving \$103 million arena project; Claim for defective marine hoses sold for Syrian government project (Lebanese law applied to the dispute); Claims involving catastrophic failure of hot water boilers in two public projects; Multi-million dollar claim by housing authority against program manager regarding job order contract program; Property insurance claim against first-party insurer for hail damage to roof on commercial building; Claim against engineer by worker who was severely injured in trench collapse; Accounting malpractice claim relating to erroneous tax returns, resulting from use of stepped-up basis for assets acquired in merger; Claim against municipality for breach of development agreement (CID) and improper allocation of interest; Claim of defective design and construction of storm water drainage infrastructure for transportation and holding facility; Claim by umbrella carrier against primary insurer for negligence, bad faith, and breach of duty to defend (conflict of interest due to worker's compensation subrogation interest and failure to separate the files); Equitable subrogation claim by payment bond surety for progress payments and retainage and issue of effective date of surety's lien rights; Claim by public university for numerous design and construction defects relating to residence hall project (15 parties); Claim by HOA for violations of lease provision requiring owner-occupied units; Land use claim by church against municipality relating to denial of application for meeting building in residential neighborhood; Wrongful death and survival claim by heirs of patient who died as a result of bed restraints in a hospital; Bodily injury and wrongful death claims (involving several million dollars) as a result of automobile-motorcycle accident, including claims of bad faith refusal to settle and insurance coverage issues; HVAC deficiencies (involving \$600,000) in newly-constructed surgical center (design-build project); Copyright infringement dispute between two builders relating to use of plans; Claim and suit (in the amount of \$600,000) seeking property insurance coverage for damage to roof based upon ice storm, and defense of wear and tear exclusion; Dispute involving dissolution of professional service firm; and, residential claim for \$400,000 in damages caused by defective workmanship; Condemnation suit between electrical utility and owners of large acreage purchased for future development; Wrongful discharge suit by zoo veterinarian against municipality, alleging discrimination on the basis of race and sex; dispute between general contractor, insurance company and broker relating to coverage under blanket builder's risk policy and errors and omissions of broker.</p>
Mediator Style & Process Preferences	<p>In complex cases, pre-mediation conferences and meetings, virtual or in person, are often helpful for a successful mediation. Generally, I do not hold joint sessions or invite opening statements. However, in some cases fact-finding sessions are necessary or may be agreed-upon. As to philosophy, I want the parties to settle the case on their own terms, if possible, but if that does not succeed, it may be helpful for me to become proactive. I believe that the mediator should do more than merely "carry water" between the parties, providing a reality check as appropriate. It is very important for the mediator to maintain the confidentiality of information that he is asked not to disclose. I am sensitive to the criticism of many parties that the mediation process is "just about the money; in fact, I enjoy digging into the details, to the extent necessary for the particular dispute. I am not a high volume mediator since most of the cases I mediate are complex and/or multi-party disputes.</p>
Technology Proficiency	<p>Extensive use of computer technology since the 1980's. Experience with e-discovery and management of ESI (i.e., Relativity). Proficient with various types of software, including Word, Excel, Relativity and Zoom (professionally trained).</p>
Education	<p>University of Missouri at Kansas City (JD, with distinction-1974); Rockhurst University (BS, Business Administration-1971).</p>
Professional Licenses	<p>Admitted to the Bar: Missouri (1987), Kansas (1974); U.S. District Court: District of Kansas, Western District of Missouri; U.S. Court of Appeals: Eighth and Tenth Circuits; U.S. Supreme Court.</p>
Professional Associations	<p>American Bar Association (Section of Dispute Resolution and Construction Forum); Missouri Bar Association; Kansas Bar Association; Kansas City Metropolitan Bar Association (Construction Law Committee, Past Chair) Johnson County, Kansas, Bar Foundation (Past Trustee); National Association of Distinguished Neutrals.</p>
Recent Publications & Speaking Engagements	<p>PUBLICATIONS: Co-Author, STATE-BY-STATE GUIDE TO DESIGN AND CONSTRUCTION CONTRACTS AND CLAIMS, Second Edition, Aspen Publishers, 2013 (Kansas Law); Co-Author,</p>

STATE-BY-STATE GUIDE TO CONSTRUCTION CONTRACTS AND CLAIMS, 2009 - 2016 Cumulative Supplements (Kansas law), Aspen Publishers; Co-Author, "ConsensusDOCS 240: What You Don't Know Can Hurt You," 30 THE CONSTRUCTION LAWYER, 21, 2010; Co-Editor, DESIGN PROFESSIONAL AND CONSTRUCTION MANAGER LAW, American Bar Association Forum on the Construction Industry, 2007; Co-Author, "The 'Betterment' or Added Benefit Defense," 26 THE CONSTRUCTION LAWYER, 14, 2006.

SPEAKING ENGAGEMENTS: "Contracts and Various Risk Management Issues" (i.e. documentation, emails, dispute resolution), numerous to date for clients; "Mediation and Arbitration Practice Pointers," Kansas City Metropolitan Bar Association, 2018; "Risk Management - Self-Performed Remediation by Design Professionals," DPRCG Convocation, Orlando, Florida, 2017; "Arbitration Issues from the Neutral's Perspective," Kansas City Metropolitan Bar Association, October 2011; "Hey, Who's in Charge Here? The ConsensusDOCS Owner-Architect Agreement," American Bar Association, September 2008; "Changes in the 2007 AIA Contract Documents," Lorman, January 2008; "Do Mechanical/Electrical Engineers Need to Worry About Risk Management," (Sustainability, BIM, Commissioning, and Electronic Discovery), ACEC Annual Meeting, May 2007; "Design-Build Construction Law," Turner Construction Co., February 2007; "Fundamentals in Construction Law," American Bar Association, November 2006; "Betterment or Added Value - the Defense with an Identity Crisis," 45th Annual Meeting of Invited Attorneys, 2006; "The Betterment or Added First Benefit Defense," ABA Construction Forum Meeting, April 2005; "Mold-What's the Big Deal?" Joint Meeting, American Institute of Architects, The Associated General Contractors of America, and Kansas Consulting Engineers, 2003; "A Road Map to the Standard of Care," 41st Annual Meeting of Invited Attorneys, 2002; "What Do You Do When Conditions of the Job Change," National Business Institute Seminar, 2000; "Conflict Management and Dispute Resolution Procedures," Construction Specifications Institute, Kansas City Chapter, 2000; "ADA Update," Seminar, Wallace, Saunders, et al., 1997; "Construction Litigation's Tangled Web: A Case Study: Dillard v. Shaugnessy," Article, "The Critical Path," Defense Research Institute Construction Law Committee, 1997; "Liability of Design Professionals," Missouri Bar Association Annual Meeting, 1995; frequent speaker and author on construction law.

Mediation Rate	\$450 Per Hour
Languages	English
Citizenship	United States of America
Locale	Shawnee, KS

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.