



AAA Mediation.org™

## William D. Dowling, Esq.

Akron, Ohio

**Current Employer-Title** Dowling Mediation  
Buckingham, Doolittle & Burroughs - Of Counsel

**Profession** Arbitrator, Mediator

**Work History** Dowling Mediation, 2012-present; Of Counsel, Buckingham, Doolittle & Burroughs, 2015-2022; Partner, Oldham & Dowling, 1994-2007; Partner, Buckingham, Doolittle & Burroughs, 1983-1994 and 2007-2014; Associate Attorney, Squire, Sanders & Dempsey, 1980-1983; Practitioner-in-Residence, University of Akron School of Law, 2014-2018.

**Experience** Thirty-five years of active litigation practice primarily involving business, commercial and employment disputes, including non-competition, partnership, trade secret, employment discrimination and personal injury. Also has significant experience with insurance carriers and insurance coverage matters. Appointed in 2013 as an independent mediator for the Summit County, Ohio, Court of Common Pleas, Probate Division, handling cases involving guardianships, estates and related matters. Member of the mediation panel for the United States District Court for the ND of Ohio. Assisted in design of the mediation and arbitration programs for the Summit County Court of Common Pleas, General Division and taught courses on negotiation, mediation and ADR at the University of Akron School of Law. Recognized as Ohio "Super-Lawyer" in alternative dispute resolution.

Litigation practice involved a broad range of litigated matters with over 100 jury trials. Early litigation focused on insurance defense, including personal injury, product liability and professional liability. Later litigation focused on significant business, commercial and employment matters. INSURANCE COVERAGE: litigation and client counseling involving a broad range of insurance matters involving numerous industries. PARTNERSHIP AND BUSINESS BREAK-UP: litigation and ADR experience on issues involving distribution of assets and liabilities in business dissolutions. TRADE SECRET AND NON-COMPETITION: litigation, ADR and client counseling regarding contractual and common law trade secret and non-compete obligations. HEALTHCARE: representation of healthcare professionals in disputes involving formation and dissolution of business associations, medical malpractice defense, medical credentialing and insurance coverage.

Former managing partner of law firm (Oldham & Dowling) and chair of litigation department (Buckingham, Doolittle & Burroughs). Former president of Akron Bar Association and chair of Judicial Campaign Monitoring Committee. Served as chair of Access to Justice Committee of Ohio State Bar Association. Member of Board of Ohio Access to Justice Foundation. Awarded Liberty Bell Award by Akron Bar Association and John and Ginny Elam Pro Bono Award by Ohio State Bar Association.

**Mediator Experience** After 30+ years of active litigation practice, has transitioned to mediation and ADR. Mediated approximately 200 cases, primarily involving business, commercial and employment disputes, including probate, non-competition, trade secret, personal injury and employment discrimination cases. Also has significant experience with insurance carriers and insurance coverage matters.

Appointed in 2013 as an independent mediator for the Summit County, Ohio Court of Common Pleas, Probate Division, handling cases involving guardianships, estates and related matters.

Member of the mediation panel for the United States District Court for the ND of Ohio.

Assisted in design of the mediation program for the Summit County Court of Common Pleas, General Division. Practitioner in Residence at University of Akron School of Law (2014-2018) teaching courses in ADR, mediation and negotiation.

## **Representative Issues Handled as a Mediator**

Issues handled in business and commercial cases include break-up of a roofing contracting business involving compensation for shares, name rights and non-competition; break-up of an excavating business involving allocation of debt and division of assets; breach of oral contract with fraud allegations and default on a \$160,000 note; breach of duty of loyalty, breach of contract, trade secret and tortious interference with contract claims against sales employee; breach of contract to supply copper wire with claimed damages in excess of \$500,000; insurance coverage for \$6M fire loss; breach of franchise agreement between national motel chain and franchisees; breach of software development agreement involving national grocery chain; numerous cases involving oil and gas leases and production agreements.

Issues in employment cases include gender and age discrimination claim against school district by school counselor; age discrimination claim against warehouse employer by supervisory employee; gender, age and FMLA claims against national restaurant chain by supervisory employee; age discrimination claim by public sector union against municipality.

Issues in personal injury and insurance cases include wrongful death claim against nursing home; spinal injury in MVA with underinsured motorist claim; multiple fractures in premises liability claim; back and neck injuries in MVA with subsequent suicide attempt; multiple legal malpractice claims; medical device claims.

## **Mediator Style & Process Preferences**

Litigation is an effective method of resolving disputes but it is inefficient. Litigation also deprives the parties of the ability to fashion resolutions that are unavailable through the courts and better meet the needs of the parties. The role of the mediator is to assist the parties in fashioning the fair and efficient resolution of disputes by facilitating communication, guiding evaluation and risk assessment, and suggesting possible settlements.

I tailor each mediation to the specific case and my assessment of what will be most helpful for resolution. In advance of the mediation session, I generally ask the parties to submit confidential mediation statements summarizing their positions and I attempt to understand the legal issues. I explain the process to the parties at the beginning of the mediation session and generally begin with a joint session during which the parties are given an opportunity to explain their views of the dispute. Caucuses are then frequently used. I encourage the parties themselves to be engaged in the process, not just the lawyers. Thereafter, I use joint sessions and caucuses for the exchange of information and negotiations. I assist the parties in evaluating the risk of their positions and exploring possibilities for resolution that are "outside the box." I hesitate to give my own evaluation of the parties' positions, although I tend to become more evaluative as the mediation proceeds. I use a number of strategies to "close the deal" and insist on a written memorandum of agreement in regard to final settlement.

Mediation is a process, not an event. If the dispute is not resolved in a single session, I try to continue the process, either through additional meetings or other communications.

## **Education**

The Ohio State University (BS - 1974; MA - 1977); Yale University (JD - 1980)

## **Professional Licenses**

Admitted to Bar, Ohio 1980.

## **Professional Associations**

American Bar Association (Dispute Resolution Committee); Ohio State Bar Association (Former chair, Access to Justice Committee); Akron Bar Association (Past President).

## **Recent Publications & Speaking Engagements**

Adjunct Professor, University of Akron School of Law, Negotiation and Mediation.  
CLE presenter, Akron Bar Association, "Mediation: a Tool for all Practitioners".

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| <b>Mediation Rate</b> | \$300 Per Hour           |
| <b>Languages</b>      | English                  |
| <b>Citizenship</b>    | United States of America |
| <b>Locale</b>         | Akron, OH                |

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.