



AAA Mediation.org™

Richard E. Lutringer, Esq.

New York, New York

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Current Employer-Title Offices of Richard Lutringer – Principal

Panelist Video <https://www.adr.org/videoresume?paramName=769532883>

Work History Principal, Offices of Richard Lutringer, 2008 – Present; Partner/Counsel, Schiff Hardin LLP, 2004 – 2008; Partner, Morgan Lewis LLP, 1994 – 2004; Partner/Associate, Whitman & Ransom LLP, 1972 – 2003.

Experience As a corporate lawyer prior to becoming a full-time mediator, represented foreign and domestic corporations in M&A, securities, technology and shareholder matters, in contract and other negotiations. Additionally, assisted clients in resolving litigation, arbitration and other claims.

Mediator Experience Served as a mediator for disputes involving commercial, tort, corporate and other issues as a member of the mediator panel of the USDC (SDNY, EDNY and EDNY Bankruptcy Court), New York Supreme Court, Commercial Division (NY and Queens County), New Jersey Superior Court, AAA, CEDR, FINRA, NADM, NY County Surrogate's Court (probate court), and in corporate/civil matters referred by attorneys on an ad hoc basis, including the following representative matters:

FINANCE - Fee disputes between business brokers, investment bankers and clients; and dispute between shipper and consignee's bank regarding claim for unauthorized documentary payment.

CORPORATE/BUSINESS DIVORCE - Claim by former principal/shareholder of securities brokerage company based on misrepresentation in corporate redemption/repurchase agreement; claim by preferred shareholder for failure to properly redeem in accordance with terms of preferred stock; intra-corporate issues among LLC principals involving a dispute with shareholder/former manager, dispute among related owners of membership interests of LLC owning New York City real estate, mediated numerous ongoing disputes among four equal owners of company in nationwide advertising business, owners of LLC interests regarding management and distribution issues.

INTERNATIONAL CONTRACTS - mediated disputes involving split-up of Italian owners of NYC restaurant, between Chinese exporter of agricultural commodities with US multinational buyer, termination of US distributor and sales agent of major German manufacturer of bathtubs, appliances and related products to US wholesalers and OEM's.

INSURANCE - Coverage and liability issues for cargo damage, coverage for product liability of manufacturer for claims of property damage due to defective products, coverage issues related to Storm Sandy.

PRODUCT WARRANTY - Claim for payment for imported Turkish textile goods, and defense of defective products.

PROBATE AND TRUST: Mediated several claims in and outside of probate (NY Surrogate's Court) among contesting beneficiaries, including claims related to undue influence, fraud, breach of fiduciary duty and accounting matters.

Also has mediated community (neighbor dispute) cases on a pro bono basis.

Representative Issues Handled as a Mediator

A sample of issues handled include:

-\$500,000 claim for payment of commission by commercial mortgage broker, including issues of licensing, scope of engagement, and activities of lender during exclusivity period;

-\$25 million claim for fraudulent concealment of material fact in connection with buy-out of minority shareholder, including issues of contractual waiver, actual knowledge, and fraud;

-\$50,000 claim for reimbursement by all-risk carrier from freight carrier for damage occurring while goods in transit (issues of notice, coverage, potential claims against third parties);

-\$800,000 claim for damages due to firing of alleged whistleblower employee by company providing services under federal contract (issues involving federal audit procedures, subcontractor responsibility for compliance with federal procedures, employee misrepresentation and performance issues);

-Claim that board of directors of closely-held corporation was improperly elected and majority of shareholders engaged in oppression of minority shareholders (involved conflicting interpretations of NYBCL, charter and by-law provisions concerning conflicts between shareholder factions);

-\$10 million claim for damages suffered by manufacturer due to premature release of documents covering shipped goods by buyer's bank contrary to shipping documents (involved interpretation of UCC provisions, promissory estoppel);

-\$50 million dispute regarding ownership of significant artwork in estate of decedent (issues involved validity of gifts, control of business, unauthorized distribution of assets);

-Claim for rescission and damages with respect to investment in franchised business, including allegations of fraud and misrepresentation in franchise offering documents;

-Various EEOC claims by employees of university, US Postal Service, real estate management company, wireless company, clothing chain, TV network;

-Recycling company claims against customer/manufacturer for contract breach;

-Claim of joint venturer manufacturer of machine tools against co-venturer alleging breaches of agreement regarding real estate.

Mediator Style & Process Preferences

Mediation style dependent on the type of dispute and the informed choice of the parties. Usually I start a session with a broad facilitative approach in order to flesh out the issues and positions. During an earlier attorneys-only telephone conference there is agreement on ground rules and participants, I have found it useful to meet alone with each party's counsel (and sometimes counsel and client), prior to the first formal mediation session to get their view of the dispute, their legal positions and their underlying interests. At that meeting, as well as in caucus during the mediation, this will often include reality testing to uncover with the respective attorneys the objective strengths of their position and any barriers to settlement. I often coach each party in effectively presenting their positions and interests to the other side.

I respect the legal judgment of the lawyers representing the parties who have examined the relevant case law and facts, but am also aware of the tendency for both parties and advocates to put the best possible light on one's own arguments and view of disputed facts. My value as a mediator resides in my assistance to each party and their lawyers in evaluating for themselves their "BATNA" (best alternative to a negotiated agreement), their "WATNA" (worst alternative to a negotiated agreement), and their "MLATNA" (most likely alternative to a negotiated agreement). In addition to the interpretation of an ambiguous contract clause or the applicable law, the result will likely depend on many less calculable factors, including the particular forum, the credibility of witnesses and other

evidence, the financial situation of each side, the error reversal rate in that court, the foreseeable expense to reach a judicial result, and, in the plaintiff's case, the practical enforceability of any judgment. If appropriate, I will engage in "shuttle" bargaining to reach a negotiated settlement. In some cases, but usually only after there has been substantial progress on the most significant issues, with the consent of the parties, I have successfully used a "mediator's proposal" to break a remaining impasse.

The power of a mediator lies in assisting each side to see the case as objectively as possible, working with underlying resistance to resolution, encouraging the parties to do the math and letting the mediator help them present their case in a way to negotiate the best possible settlement in the particular circumstances.

Education

University of Chicago (MCL-1969); Cornell University (JD-1967); College of William & Mary (BA-1964).

Professional Licenses

Admitted to the Bar: New York (1972); U.S. District Court: Southern (1973) and Eastern (2007) Districts of New York; U.S. Bankruptcy Court: Eastern District of New York (2007). U.S. Bankruptcy Court, Central District of California (ADR Panel).

Professional Associations

National Academy of Distinguished Neutrals, New York City Bar Association (ADR Committee, Subcommittee on Surrogate's Court Mediation, Chair); New York State Bar Association (Dispute Resolution Section); New York State Dispute Resolution Association (Board of Directors; Board Member; Ethics and Standards Committee, Chair); Association for Conflict Resolution (ACR), Co-Chair Resource Development Committee (2012-2013), ACR, Greater New York Chapter (Board of Directors; Board Member;; American Foreign Law Association (Past President), Family Firm Institute.

Recent Publications & Speaking Engagements

PUBLICATIONS:

"Who's Got the Will - Mediating probate disputes among siblings," Palm Desert Library, (January 2020); "Recognizing Cognitive Biases in Mediation," Workshop for Court Mediators, Riverside CA (Fall 2019); "Recipe for a Successful Mediation—Listening," (Summer 2014); "Active Listening for Commercial Mediators," ACR-GNY Practice Tip (March 2010); "The "X" Factor for Successful Mediations", ACR-GNY Practice Tip (October 2010); "Mediating Family Business Disputes," ACR 2013 Annual Conference, New York State Dispute Resolution Association 2013 Annual Conference; "Mediating Small and Family Business Disputes," ACR Annual Conference, New Orleans (2012); Mediating Disputes of Small and Family-Owned Companies, St. John's University Law School (2012); "Bar and Bench Resistance to Mediation," Annual Conference, Association for Conflict Resolution, Greater New York Chapter (New York, June 2011); "Using Mediation to Resolve Probate Disputes," New York State Bar Association, Elder Law, Senior Lawyers and DR Section Meeting (White Plains, 2010); "Mediating Business Divorce Disputes," NY Dispute Resolution Lawyer (October 2010); "[Shareholder] Buy-Sell Agreements," NEW YORK ENTERPRISE REPORT (December 2007); "Beyond Battleaxes and Crossbows - Minimizing Litigation Trauma in the U.S. through Mediation," GERMAN AMERICAN TRADE, German American Chamber of Commerce (May 2007); "International Corporate Governance: A Comparative View of the Independent Director in the United States and Europe," NEW YORK LAW JOURNAL (November 2006); co-author, "Compensating U.S. Employees with Options to Buy German Parent Company Shares," US-GERMAN ECONOMIC YEARBOOK, German-American Chamber of Commerce; contributor, "The Investor/Host State Dispute Settlement Provisions of NAFTA," BULLETIN OF THE ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK (1993).

SPEAKING ENGAGEMENTS:

"Online Mediation Techniques," Introductory Webinar for Mediators in Training, (CAP Riverside County CA November 2020); "Dispute Resolution and Family Business Succession : Transitioning to the Next Generation," Annual Conference of Academy of Professional Family Mediators (San Diego, October 2014); "Mediating Family Business Disputes," ACR 2013 Annual Conference and New York State Dispute Resolution Association and 2013 Annual Conference, "Mediating Small and Family Business Disputes," ACR Annual Conference (New Orleans 2012); Mediating Disputes of Small and Family-Owned Companies, St. John's University Law School (2012); "Mediating Family Business Disputes," New York Study Group, Family Firm Institute (New York, May 2011); "Bar and Bench Resistance to Mediation," Annual Conference, Association for Conflict Resolution, Greater New York Chapter (New York, June 2011); "Limiting Manufacturer's Liability in the U.S.,"

Columbia University School of Business (June 2006 and June 2008); "Limiting Litigation Risks in the U.S.," Technical Universities Neu-Ulm, Germany/Munich, Germany (November 2004, September 2005, and January 2006); "Expanding Role of the Independent Director," Institute of Law and Finance (November 2005); "Family Business Succession Planning," German American Chamber of Commerce (April 2005); "The ADR Revolution in US Litigation," German American Law Association (November 1993).

Locations Where Parties Will Not be Charged for Travel Expenses New York, New Jersey, Connecticut, Southern California

Mediation Rate \$475 Per Hour

Languages English

Citizenship United States of America

Locale 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.