



AAA Mediation.org™

Richard M. Asbill, Esq.

Atlanta, Georgia

Primary Areas of Expertise

Joint Ventures and Partnership
Complex Commercial Matters
Intellectual Property
Franchise and Distribution
Domestic and International
Merger & Acquisition

Current Employer-Title Asbill Dispute Resolution – Arbitrator, Mediator.

Professional Summary Served as a neutral since 1993, even while serving as a partner in a large international law firm. Was a corporate transactional lawyer from 1968-2009 which helped with insight to business and complex commercial disputes in a wide variety of industries relevant to the primary areas of expertise noted in this resume. Have substantial experience as a sole mediator and arbitrator, and also served as chair and as member of many three person arbitration panels. As a mediator, it is important to help the parties understand it is not always a matter of who is right, or who should win, but that the goal is to reach an acceptable business resolution to their dispute, without the time and costs of an arbitration or trial.

Profession Arbitrator, Mediator; Attorney

Work History Arbitrator and Mediator, Asbill Dispute Resolution, 2009 – Present; Partner, Paul Hastings Janofsky & Walker LLP (now known as Paul Hastings LLP), 1986 – 2009 (Retired 2009); Partner, Asbill Porter Churchill & Nellis and predecessors, 1973 – 1986; Associate, Jones Bird & Howell (now known as Alston & Bird), 1968 – 1973.

Experience As an attorney, was primarily engaged in a transactional business law practice. Represented domestic and international businesses using franchising or licensing arrangements in the distribution of goods and services in all aspects of their system development and growth. In addition, advised clients in the acquisition, selection, protection, and licensing of intellectual property, both nationally and internationally. Provided broad corporate advice, as well as antitrust preventive counseling and advice with respect to the structuring, establishing, and ongoing representation regarding distribution, dealership, agency, and joint venture agreements. Represented companies and individuals in corporate, limited liability, partnership, buy-sell, financial, merger and acquisition, and general business matters. Clients included major food service and lodging companies, businesses providing products and services in the HVAC, telecommunications, automotive, educational, employment, optical, printing and photocopying, bookkeeping and accounting, construction, and hospitality industries, among others. Frequent lecturer on business, franchise, distribution, and intellectual property law matters, both in the U.S. and abroad.

Served as an arbitrator and mediator on multiple domestic and international matters, both in person and virtually.

Chaired both the ABA Forum on Franchising and the IBA International Franchising Committee. As a practicing attorney was listed in "International Who's Who of Franchise Lawyers (Law Business Research); was named as one of "America's Leading Lawyers for Business" by Chambers Global and also Chambers USA; was listed in "The Best Lawyers in America" in the specialties of Alternative Dispute Resolution and Franchise Law; and was listed in the Georgia Super Lawyers.

Mediator Experience	Served as a full time neutral since retiring from active practice of law on January 31, 2009. Has served as a mediator since 1996. Primary focus has been on a broad range of complex commercial and business disputes, with a major focus on merger and acquisition, joint ventures, franchising, distribution and intellectual property matters. Amounts in dispute have ranged from \$150,000 to more than \$75,000,000. Handled several mediations involving multiple parties. Completed multiple AAA and other CLE programs on mediation.
Representative Issues Handled as a Mediator	Mediated disputes between franchisors and franchisees in multiple industries. Matters involved breach of contract, breach of fiduciary duty, breach of duty of good faith and fair dealing, fraud, right to terminate contracts, changes in a franchise system, operational issues, antitrust issues, use of trademarks and intellectual property, merger and acquisition and joint venture disputes. Has helped parties resolve complex business disputes among partners or LLC members and non-competition, non-solicitation issues, as well as multiple commercial matters.
Mediator Style & Process Preferences	<p>Serve as an evaluative, or facilitative, mediator based on preferences of parties. Believe that most often a business resolution to a problem is preferable to a legal solution. With mediation, can help the parties reach a solution instead of leaving it up to a court or arbitrator. Mediation generally provides an opening for creative, business resolutions as opposed to more restrictively defined legal resolutions, in many cases consisting of resolutions outside the confines of a litigated or arbitrated dispute.</p> <p>Generally start the process by phone call with counsel for both sides to get a sense of the issues. Then, provide the parties with a mediation retainer agreement setting out the process and schedule for matters prior to and at the ultimate mediation. Sometimes have counsel provide a written statement shared with opposing counsel including applicable documents and a brief statement of the dispute; then have each counsel provide a confidential mediation statement that sets out strengths and weaknesses of the case as well as their "ideal" "business" and "legal" solution; then conduct a phone call with each counsel separately, to ask questions and get a better picture of their positions, as well as personalities and basic concerns of the disputants. (Depending on the scope of the dispute, and whether the matter is in litigation or arbitration with pleadings available to review, some of these preliminary matters may be eliminated).</p> <p>Then conduct the mediation, typically with all parties present for the opening session, unless prior discussions make it preferable to skip the joint opening session; then typically conduct multiple conferences separately with each side. This often gives the parties a chance to vet or state their concerns to a mediator who actively listens, and then through questions and discussion, and if counsel desire, provides an assessment of the strengths and weaknesses of each particular side, and probes options that may work towards an agreeable result, with an ultimate goal of reaching a deal that both sides can find acceptable, instead of then turning the matter over to a court or arbitrator as the decision maker. Willing to work with the parties until a deal is reached, or it is clear that there is an impasse that can't be breached during that session. Willing to revive the mediation later if parties think it can be helpful in resolving the dispute. If settlement is reached, will work with counsel for both sides to finalize an agreement, have it put in writing, and signed by parties.</p>
Technology Proficiency	Available for both in-person and virtual arbitrations and mediations. Experienced in using Zoom, LoopUp, and GoToMeeting and have conducted multiple hearings using these platforms. Also familiar with electronically stored information (ESI) platforms.
Education	University of North Carolina (JD-1968); Princeton University (AB-1965).
Professional Licenses	Admitted to the Bar: Georgia, 1968; U.S. Tax Court, 1971; U.S. Supreme Court, 1971.
Professional Associations	American Bar Association (Section on Alternative Dispute Resolution and its Early Dispute Resolution Committee; Forum on Franchising); International Franchise Association (Legal/Legislative Committee); the Atlanta International Arbitration Society; and the Georgia Arbitrators' Forum.
Recent Publications & Speaking Engagements	Co-author, FRANCHISING LAW: PRACTICE AND FORMS, Specialty Technical Publishers, latest ed. 2008; co-editor and chapter author, FUNDAMENTALS OF INTERNATIONAL FRANCHISING, American Bar Association, Forum on Franchising, 2001; past editor, FRANCHISE LAW JOURNAL, American Bar Association. Has written papers, given numerous speeches and chaired and coordinated seminars on hundreds of occasions, throughout the U.S., as well as in England, Europe, Asia, Canada, India, Australia, New Zealand, Mexico and South

America.

Locations Where Parties Will Not be Charged for Travel Expenses No travel fee charged for arbitrations and mediations in Atlanta metropolitan area, or for virtual arbitrations or mediations.

Mediation Rate \$500 Per Hour

Languages English

Citizenship United States of America

Locale Atlanta, GA

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.