



AAA Mediation.org™

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Atlanta, Georgia



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Current Employer-Title Taylor English Duma LLP - Attorney

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Profession Attorney, Arbitrator, Mediator

Work History Attorney, Taylor English Duma LLP, 2011-present; Partner, Shapiro Fussell Wedge & Martin, LLP, 2006-2011; Shareholder, Richelo, Morrissey and Wright, PC, 2001-2006; Shareholder, Ferguson and Saunders PC, 1998-2001; Member, Wright and Associates, LLC, 1993-1998; Associate General Counsel, Blount Construction Co., Inc., 1992-1993; Associate Attorney, Hendrick, Phillips, Schemm and Salzman, PC, 1989-1992.

Experience Over 20 years of experience in commercial, business, construction, corporate, technology, employment litigation and transactions in the United States and internationally:

Construction/Real Estate: commercial, industrial, public and institutional construction projects - residential, office towers, warehouse, shopping centers, hotels, multi-family, manufacturing and processing facilities, communications towers; owners/developers, lenders, insurers and sureties, design professionals, general contractors and trade contractors and suppliers; delay impacts and inefficiency claims, CPM; government contracts; lien and bond claims; building envelope, water penetration, waterproofing, stucco/sealant/ caulking; defects in materials, mechanical, HVAC, plumbing; EPC, integrated project delivery, joint venture, BIM; credit/real estate mortgages, title disputes; development/land use.

Corporate/Securities: corporate issuers, shareholders, investors; disclosure and solicitation issues; securities fraud; entity formation, shareholders' agreements, rights of first refusal, buy-outs, option rights and valuation; non-competition covenants; trade secrets and confidential information; corporate opportunities; breach of fiduciary duty; unfair competition; domestic US and international transactions.

Intellectual Property/Technology: startups, manufacturing, software and internet companies and angel and later round investors; licensing agreements; trademark and copyright infringement; trade

secrets and confidential information; agreements; government procurement.

Labor/Employment: employers, employees and claimant group; State/Federal workplace disputes; employment contracts, commissions, bonuses and compensation; wage/hour; confidentiality, non-competition, non-solicitation, termination; discrimination, harassment, retaliation, promotion, termination in sex, age, race and disability claims.

Commercial Sales: manufacturers, distributors and purchasers and lenders and financial parties involving non-conforming goods, letters of credit, risk of loss, battle of forms, security interests, financing agreements.

International: transactions and litigation abroad including Germany, Switzerland and Mexico.

Mediator Experience

Extensive mediation experience with business and commercial disputes including frequently multi-party settings. Results-oriented, effective, efficient.

Representative Issues Handled as a Mediator

Construction/Real Estate: delay impacts and inefficiency claims, CPM; government contracts; lien and bond claims; building envelope, water penetration, waterproofing, stucco/sealant/ caulking; defects in materials, mechanical, HVAC, plumbing; EPC, integrated project delivery, joint venture, BIM; credit/real estate mortgages, title disputes; development/land use.

Corporate/Securities: securities fraud; entity formation, shareholders' agreements, rights of first refusal, buy-outs, option rights and valuation; disclosure and solicitation issues; non-competition covenants; fiduciary duty; trade secrets and confidential information; corporate opportunities; unfair competition.

Intellectual Property/Technology: licensing agreements; trademark and copyright infringement; trade secrets and confidential information; agreements; government procurement.

Labor/Employment: State/Federal workplace disputes; employment contracts, commissions, bonuses and compensation; wage/hour; confidentiality, non-competition, non-solicitation, termination; discrimination, harassment, retaliation, promotion, termination in sex, age, race and disability claims.

Commercial Sales: non-conforming goods, letters of credit, risk of loss, battle of forms, security interests, financing agreements.

Mediator Style & Process Preferences

Mediation, when undertaken properly, is an excellent process for parties to find common ground to resolve a dispute that otherwise may end with a result that all the parties may ultimately find incorrect or unjustified. It is the mediator's role to engage with the parties, help guide them, and structure the process so as to maximize the potential for success. While the ultimate mediation result is, of course, a decision of the parties, the attention and thoughtfulness brought to bear by the mediator can be determinative.

Many factors and issues impact and form the mediation process. A mediator must be cognizant of these and actively address them from the time of first being designated. Attention and thought need to be brought to bear on the proposed mediation long before the mediator greets the parties at the table. Beyond the basic outline of the dispute, the mediator must actively listen to the parties and evaluate with them what pre-mediation steps make the most sense such that the points of conflict are adequately defined and enough facts and evidence are brought to light for the mediator and the other parties to gain an objective appraisal of the issues. Often mediation can be useful merely by allowing the parties to get a more objective view of the evidence. An engaged mediator can help this happen. At the same time, the mediator needs to probe whether the parties are sincerely interested in reaching a settlement or merely are participating as a quasi-discovery tool. When possible, the mediator needs to be in a position to recognize when a mediation session may prove premature or even unnecessary or unproductive.

The mediation session itself needs a mediator who does more than merely shuttle between the parties with offers on a sheet of paper or proposes only that a resolution is achieved merely by splitting the difference between positions. An engaged mediator needs to go beyond a plain reciting positions and instead help the parties maneuver to an agreeable result. The parties' role is to be sincerely engaged, be knowledgeable and have appropriate authority to settle. Where appropriate,

the mediator can propose creative solutions the parties may not themselves see or, at the other end of the spectrum, recognize when the parties are at an impasse. Even then, the mediator can suggest ways the negotiation process can continue forward after the session.

In short, successful mediation turns on active facilitation based on adequate information, listening and thoughtfulness and the involvement of sincere, participatory parties.

Education	Universitat des Saarlandes, Germany (Certificate Eur. Law-1988); Boston University (JD-1987); Indiana University (BS-1984).
Professional Licenses	Admitted to the Bar: Georgia (1989), New York (1988).
Professional Associations	American Bar Association (Forum on the Construction Industry; Business Law Section; Labor & Employment Law Section); Atlanta Bar Association (Construction Section); Fulbright Association for Science and Technology; Atlanta International Arbitration Society; German American Chamber of Commerce; Technology Association of Georgia; Associated General Contractors.
Recent Publications & Speaking Engagements	Writes and presents extensively on a wide variety of issues. Has recently presented on legal and statutory developments nationwide relating to "green" or sustainable buildings, LEED standards and the International Green Construction Code; on Georgia's new vendor lobbyist legislation and its registration and reporting requirements; federal procurement requirements under FAR; contracting with disadvantaged business enterprises; limitation of liability clauses; hidden or concealed construction project conditions; electronic construction documents such as BIM; design liability exposure and risk management. Organizations involved include the American Institute of Architects; American Council of Engineering Companies; Associated General Contractors; Sealant, Waterproofing and Restoration Institute; Waterproofing Contractors Association; German-American Chamber of Commerce; Atlanta International Arbitration Society.
Mediation Rate	\$2,400 Per Day
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.