



AAA Mediation.org™

James S. Schenck, IV, Esq.

Raleigh, North Carolina

Current Employer-Title Conner Gwyn Schenck, PLLC - Member

Profession Attorney

Work History Partner, Conner Gwyn Schenck PLLC, 1999 - Present; Partner, Patton Boggs LLP, 1988 – 1999; President, National Institute of Construction Law Inc., 1980 – 1998; Associate (1982 – 1986)/Partner, Foster Conner Robson & Gumbiner P.A., 1982 – 1988.

Experience Over 35 years' experience as a construction lawyer. Ninety (90%) of practice is in construction law, primarily representing general contractors and some subcontractors, specialty contractors, owners, developers, and public agencies involving public and private commercial, heavy/highway, industrial, institutional, residential, and environmental projects, valued from \$50,000 to \$100 million.

Mediator Experience Served as a mediator in: 50+ state and local construction contract disputes between contractors; 20+ construction contract disputes between owner and contractor; 30+ commercial construction contract disputes; 20+ defective construction cases in heavy construction, institutional construction, commercial construction and residential construction; miscellaneous other cases involving employment contracts, real estate contracts, commercial sales, land use disputes, and torts.

Representative Issues Handled as a Mediator All construction contract disputes, including among others: payment disputes, change order and scope disputes, unforeseen conditions claims, delay claims, acceleration and mismanagement claims; non-conforming work claims, professional negligence claims, and claims for property damage by adjoining landowners. Defective construction cases have involved water infiltration, structural failures, retaining wall failures and pavement failures. Various commercial and real estate disputes, including breach of lease agreements, breach of sales contracts, and breach of loan contracts. Employment contract disputes have included wrongful termination, commission disputes, and breach of non-compete clauses. Tort cases have involved premises liability and automobile liability cases.

Mediator Style & Process Preferences I consider it my job to keep a conference going until the parties either reach a written settlement, or I perceive that every proposal that either party wishes to make has been revealed and communicated to the other party or parties. Ideally I get the parties to share all of the issues with me, before spending a lot of time trying to determine which issue is most important, so that I can form my own opinions about which issues require the most attention. I try not to impose my opinions or recommendations on the parties, but I do urge them to objectively evaluate their alternatives to a negotiated settlement, and to seriously consider every option presented by the other parties in the conference. My main objective in every conference is to get the parties to articulate alternatives to litigation, and make settlement proposals. To succeed, I believe that I have to be a good listener and a good questioner, and I have tried to cultivate that behavior. To succeed, I have to get the parties to engage in a dialogue about the issues and the alternatives to litigation, and I try to foster and facilitate that dialogue.

Education University of North Carolina at Chapel Hill (JD-1982; BA, History-1976); Duke University (MA, Public Policy-1982).

Professional Licenses	Admitted to the Bar: North Carolina, 1982; U.S. District Court: Eastern, Middle and Western District Courts of North Carolina; U.S. Court of Appeals: Fourth Circuit, 1984. North Carolina Licensed Real Estate Broker, 1978 (inactive).
Professional Associations	American College of Construction Lawyers (Board member); American Bar Association (Forum on the Construction Industry, Governing Committee, Chair; Division 4 Steering Committee); North Carolina Bar Association (Construction Law Section, Past Chair; Newsletter Editor; Past Board of Governors; Strategic Planning and Emerging Trends Committee; Communications Committee, Chair; Technology Committee); Greensboro Bar Association (Director); Wake County Bar Association; Construction Professionals Network of NC (past president and board member).
Recent Publications & Speaking Engagements	Panelist, "Sticky Issues in Arbitration," NC/SC Joint Construction Law Program, 2017; Moderator, "The Relationship Between In-house and Outside Counsel: A Match Made in Heaven?" American Bar Association Forum on Construction Law, Annual Meeting, 2017; Co-author, NORTH CAROLINA CONSTRUCTION LAW TREATISE, Thomson Reuters, 2015-2016 ed.; Co-author, "Liability for Construction Defects That Result From Multiple Causes," 9 Journal of American College of Construction Lawyers 1, Winter, 2015; Panelist, "The Advanced Ideal: Best Practices For Promoting Efficiency and Economy in Arbitration," American Bar Association Forum on the Construction Industry Midwinter Meeting, 2014; Panelist, "Construction Contracting Primer," County Attorneys' Winter Conference, University of North Carolina at Chapel Hill School of Government, 2012; Contributing Author (1997, 2000, 2004, and 2010 editions, Introduction and North Carolina section), and Editor (2004 and 2010 editions), THE DESIGN/BUILD DESKBOOK: A BLUEPRINT FOR DESIGN-BUILD PROCUREMENT ACROSS THE UNITED STATES AND CANADA, ABA Book Publishing, 1997; 2000; 2004; 2010; Panelist, "Best Practices in Public Bidding of CM At Risk Contracts," North Carolina State Construction Conference, North Carolina State Construction Office, 2006; Co-author or contributing author: FINAL REPORT ON DESIGN/BUILD AS AN ALTERNATIVE CONSTRUCTION DELIVERY METHOD FOR PUBLIC OWNERS, Building Futures Council, 1995; Presenter, North Carolina Bar Association, Construction Law Section Annual Meetings, Case Law Update, 1991-2007; CONSTRUCTION INDUSTRY FORMS, Construction Management Section, Wiley Publications, 1988; "North Carolina Construction Law Survey II," WAKE FOREST LAW REVIEW, 1987; "North Carolina Construction Law Survey," WAKE FOREST LAW REVIEW, 1986; "Termination for Convenience," CONSTRUCTION LAW ADVISER, September 1986; CONSTRUCTION AND DESIGN LAW, Michie Co.; "Contracts that Violate Law or Public Policy," CONSTRUCTION LAW ADVISER, July 1985; "Impossibility, Impracticability and Frustration of Purpose," CONSTRUCTION LAW ADVISER, August 1985.
Locations Where Parties Will Not be Charged for Travel Expenses	Willing to serve without travel cost within 100 miles of Raleigh, NC.
Mediation Rate	\$395 Per Hour
Languages	English
Citizenship	United States of America
Locale	Raleigh, NC

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.