



Lucienne Carasso Bulow

Current

Independent Maritime
and International
Commercial
Arbitrator and
Mediator

Practice

12

Cases

5

Languages

Spanish, English,
French, Italian

Current Employer-Title

Independent Maritime and International Commercial Arbitrator and Mediator

Work History

Arbitrator, Mediator, Neutral Evaluator and Claims Consultant, Interactive International Inc., 2000 - Present; Vice President - Arbitration, Continental Grain Company, 1981 - 2000; Manager-Maritime Claims, Bunge Corporation, 1973 - 1981; Instructor, Stern College for Women, 1971 - 1973.

Currently serving as one of six commissioners on the Board of Commissioners of Pilots of the State of New York, 2000 – Present. The Board meets one morning a week.

Experience as a Mediator

Has mediated cases involving lay time, demurrage and detention of vessels and of various types of cargoes whether liquid or dry bulk. Cases of cargo damage and shortage, the construction of a sales contract, a dispute with respect to a special clause in a contract, a claim lodged by a Swiss trading company under a long-term contract for the supply of Iron Ore Concentrate from an American mine which had closed and was going bankrupt, a case involving demurrage and detention on stranded containers in China.

Representative Issues Handled as a Mediator

Mediations have involved demurrage and detention of vessels and oil cargoes, cargo damage and shortage, the construction of a sales contract, the dispute with respect to a special clause in a contract, the closing and bankruptcy of an American Iron Ore Concentrate mine under a long-term supply contract to a Swiss metal trading company, demurrage and detention of containers in China.

Years of Practice as a Mediator

12

Total Number of Cases Mediated

5

Mediation Experience as an Advocate or Party

Attended first mediation as a party representing an International Trading Company in 1989. Mediated as advocate concerning lay time and demurrage under an FOB sales contract and a Charter Party between the seller, the buyer and the vessel owner.

Mediation Philosophy

I believe in helping the parties reach a mutual agreement by understanding their true position and trying to bring them together to their utmost resistance point. At the ex-parte conferences, I would try to move them towards the middle point with which, in my judgment, they should be able to live. I would work with each of them to let them vent so I truly understand their resistance point. I also believe in trying to understand any emotional aspect in their position and try to find some creative solution to help them reach a just result on the basis of the type of business they are in, perhaps with a view to future business. I would paint the consequence of their not settling there and then and convince them that it would be reasonable to settle instead of leaving without a settlement. But if all else fails, I am not unwilling to help them see the light by giving them my opinion, if I am asked to do so, and to hammer out a settlement agreement between them.

I would, of course, insist at the outset that a person with authority to settle attend the mediation and would tell them that I expect that they should honestly wish to settle the case. Sometimes, one party is obdurate and simply does not want to settle.

I would continue to try to help the parties reach a settlement after the mediation session.

Mediation References

Melvin Brosterman, Esq. Stroock & Stroock & Lavan LLP - mbrosterman@stroock.com

Marc Rosen, Esq., Kleinberg, Kaplan, Wolff & Cohen PC - mrosen@kkwc.com

Jeanne-Marie Van Hemmen, Esq., Betancourt, Van Hemmen, Greco & Kenyon LLC - jvanhemmen@bvgklaw.com

Alternative Dispute Resolution Training

ACE 20 - Cyber Security: A Shared Responsibility, 2020; AAA ACE19 Case Finances: What Arbitrators Need to Know, 2019; AAA Arbitrator Performance and Demeanor - Meeting Participant Expectations (ACE18); ICDR-AAA/ICC/ICSID 34th Annual Joint Colloquium on International Arbitration, 2017; Arbitration Technopolis: Tips, Tools, and Technology to Support a Modern Arbitration Practice, NYIAC (New York International Arbitration Center) 2017; XX International Congress of Maritime Arbitrators, Copenhagen 2017;

AAA Motion Practice Under AAA Rules – What You Need to Know, 2017; AAA Addressing the Challenges of Demanding Arbitrations: Part 2 - The Hearing Phase, the Award, and Beyond, 2017; Out of Sight, Out of Mind: What You Need to Know about Preventing and Arbitrating Business-to-Business (“B2B”) Data Breaches, 2017; Diploma in International Arbitration, Chartered Institute of Arbitrators (CI Arb), 2016; AAA eDiscovery: Arbitration in a Digital World (ACE012), 2016; ICC Conference (in Spanish) ICC PANARB 2016 - La Perspectiva del Arbitro, Como Hacer Frente a Dificultades?/Decision Sobre Costos en el Arbitraje Internacional, 2016; AAA Arbitrator Subpoenas: Are They Worth the Paper They’re Printed On?, 2015; AAA Commercial Arbitrators Seminar, 2015; AAA Developments in Arbitration Law ~ Non-Signatories, Discovery and Vacatur, 2014; AAA, Confronting Arbitrability and Jurisdiction Issues in Arbitration, 2013; AAA, All a Twitter About Social Networking, 2013; ICC International Court of Arbitration, Training on The 2012 ICC Rules of Arbitration, 2012; AAA Advanced Mediator Training Series: Managing the Dynamics of a Multi-Party Case, 2012; 28th AAA-ICDR/ICC/ICSID Joint Colloquium on International Arbitration, 2011; AAA Maximizing Efficiency & Economy in Arbitration: Challenges at the Preliminary Hearing, 2011; ICDR International and Domestic ADR: Legal Update and Clause Design for Corporate Counsel, 2010; Fourth Annual ICC New York Conference: ICC Arbitral Awards, 2009; ICDR International Commercial Arbitration and Mediation: Latin American and European Union ADR Roundtable, 2007; ICDR International Symposia in Advanced Case Management Issues, 2007, 2004; Second Annual ICC New York Conference, Arbitrator Independence, 2007; AAA/ICC/ICSID, 22nd Joint Colloquium on International Arbitration, 2005; AAA Neutrals Conference, 2005; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitrator Update, 2005; AAA Best Practices for Arbitrating Large, Complex Cases, 2005; ICDR/ICSID/NAFTA Second Annual Miami International Conference, 2004; 19th Joint Colloquium on International Arbitration, ICC/AAA/ICSID, 2002; NYSE Arbitrator Training, 2002; Society of Maritime Arbitrators, International Congress of Maritime Arbitrators, 2001; AAA International Arbitrator Training, 1999; NASD/U.S. Bankruptcy Court, Mediation Training, 1998; NYSE Law and Sexual Discrimination Arbitrator Training, 1995; NYSE Discovery and Punitive Damages Arbitrator Training, 1995; NYSE Role of the Chair Arbitrator Training, 1995; AAA Commercial Arbitration Training; NASD Chairperson Training.

Professional Associations

Society of Maritime Arbitrators (SMA) (Past President; Chair of Rules Committee; Current Board of Directors member). The International Commodity and Shipping Arbitration Service (ICSAS), London (Panel of Arbitrators); The London Maritime Arbitrators Association (LMAA); Singapore Chamber of Maritime Arbitration (SCMA); The Financial Industry Regulatory Authority (FINRA) Panel of Neutrals. On the Energy Arbitrators List of ICDR (EAL).

Education

Diploma in International Arbitration - Chartered Institute of Arbitrators (CI Arb- 2016); Yale University (PhD, French-1974; MPh, French, Italian-1971); Hunter College (BA cum laude-1967).

Awards and Honors

Phi Beta Kappa; Woodrow Wilson Fellow; Hall of Fame - Hunter College of the City University of New York.

Publications and Speaking Engagements

"Adverse Inference in New York Maritime Arbitration," INTERNATIONAL CONGRESS OF MARITIME ARBITRATORS, 2017; "Time and Expense in New York Maritime Arbitration," INTERNATIONAL CONGRESS OF MARITIME ARBITRATORS, 2012; "Consolidation in New York Maritime Arbitration," INTERNATIONAL CONGRESS OF MARITIME ARBITRATORS, 2009; "Charter Party Consequences of Maritime Security Initiatives: Potential Disputes and Responsive Clauses," JOURNAL OF MARITIME LAW AND COMMERCE, vol. 37, no. 1, January 2006; "A User's Experience of London and New York Arbitrations," EUROPEAN TRANSPORT LAW JOURNAL, vol. XXXIII, no. 3, 1998; "Dangerous Cargoes - The Responsibilities and Liabilities of the Various Parties," LLOYD'S MARITIME AND COMMERCIAL LAW QUARTERLY, August 1989; "Consequential Damages and the Duty to Mitigate in New York Maritime Arbitrations," LLOYD'S MARITIME AND COMMERCIAL LAW QUARTERLY, November 1986; "Speed and Consumption Claims from the Viewpoint of the Disputants," INTERNATIONAL CONGRESS OF MARITIME ARBITRATORS, 1981.

Compensation

\$3,400 Per Day

Languages

Spanish, English, French, Italian

Citizenship

United States of America, Spain

Locale

New York, NY

The AAA provides mediators to parties on cases administered by the AAA under AAA mediation procedures. Mediations that proceed without AAA administration are not considered AAA mediations, even where parties select a mediator who is a member of an AAA mediation roster.