



## **William Karl Wilburn, Esq.**

Hourly Rate	\$595
Current	WKWilburn LLC - Attorney at Law
Practice	8
Cases	50
Languages	English, German

### **Current Employer-Title**

WKWilburn LLC - Attorney at Law

### **Work History**

WKWilburn, LLC., 2007-Present; Senior Partner, Construction Practice Group, Seyfarth Shaw, LLP, 1991-2007; Adjunct Professor of Law, International Contracting, Georgetown University Law Center and University of Baltimore School of Law, 1996-2002; Partner, Watt, Tieder, Killian & Hoffar, 1985-1991; Associate, Clapp, Somerville, Honemann & Beach, 1980-1985; Assistant Attorney General, Civil Division, Maryland Attorney General's Office, 1978-1980; Law Clerk, Judge Alan M. Wilner, Maryland Court of Special Appeals, 1977-1978; Staff Revisor, Governor's Commission to Revise the Annotated Code of Maryland, 1975-1977.

### **Experience as a Mediator**

Since 2007, has served as a Maryland state court mediator in at least 35 civil actions. All cases were commercial or construction disputes, covering wide variety of issues. About a third of the cases were resolved without mediation (motions to dismiss or for summary judgment granted; removed to federal court; or service as mediator declined because of conflict of interest).

Of the cases that were mediated, issues included:

- (1) claim (\$50,000) and counterclaim (\$75,000) arising from equipment rental, scaffolding, masonry costs;
- (2) condominium association dispute with unit owner and tenant (\$7,000);
- (3) residential improvement dispute between general contractor and homeowner (\$750,000 claim and \$46,000 counterclaim);
- (4) owner dispute with paint contractor (\$47,000);
- (5) general contractor dispute with fire protection subcontractor (\$77,000);
- (6) owner's dispute with general contractor for cost overruns (\$113,000); and
- (7) real estate developer's fee dispute with major hospital (\$125,000).

### **Representative Issues Handled as a Mediator**

Mediated cases included the following issues: multiparty condominium association disputes, construction disputes among owners, general contractors, subcontractors, suppliers, cost overruns, delay, warranty work, commercial and residential projects; real estate developer's fee dispute.

### **Years of Practice as a Mediator**

8

### **Total Number of Cases Mediated**

50

## **Mediation Experience as an Advocate or Party**

In 30-year career, has participated in numerous mediations as an advocate, primarily to resolve disputes arising from clients engaged in commercial disputes and construction heavy civil works infrastructure projects.

## **Mediation Philosophy**

Mediation is consensual: the parties are free to accept or reject any proposed settlement. Usually, they bring to the mediation a good faith desire to resolve their dispute.

Building on that foundation, I strive to identify those issues the parties can agree on, and those they cannot. Even if a global settlement cannot be reached, I work to have the parties address open areas of disagreement.

Most often, the parties have done repeated business together. I respect this relationship and use the mediation process to help the parties mend their ties, so they can continue what had been a productive relationship.

I have a 40% rate of reaching a settlement agreement; perhaps higher, because parties may have later settled without my knowledge.

## **Mediation References**

Thomas C. Beach, Esq. tbeach@wtplaw.com (410) 347-8722; Roderick R. Barnes, Esq. rodbarnes@comcast.net (410) 825-0570; Craig A. Thompson, Esq., cathompson@venable.com, (410) 244-7836; David W. Kinkopf, Esq., dkinkopf@gejlaw.com, (410) 468-2786; Kimberly A. Kline, Esq., kimmy.esq@verizon.net, (410) 256-0400; additional references available upon request.  
Thomas C. Beach III.

## **Alternative Dispute Resolution Training**

AAA ACE 19 Case Finances: What Arbitrators Need to Know, 2019; ACE 18 - Arbitrator Performance and Demeanor ~ Meeting Participant Expectations, 2018; Developments in Arbitration Law: Practice Focused Cases, 2018; AAA What Advocates Can Learn From Walking In An Arbitrator's Shoes, 2016; AAA Chairing an Arbitration Panel: ACE05, 2015; AAA Managing the Arbitration Process for Efficiency & Economy Following the Preliminary Hearing, 2012; Bar Association of Frederick County, MD, Advanced Mediation Skills, 2011, 2009; AAA/ICDR Neutrals Conference, 2009; AAA Construction Conference: ADR Works, 2008; Mediation Matters, Basic Mediation Training, 2007; ICDR International Symposium, 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics ACE05, 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards ACE01, 2004; AAA Arbitrator Update 2001; AAA Construction Industry Arbitrator II Training: Advanced Case Management Issues, 2001; AAA Construction Industry Arbitrator, 1997.

## **Professional Licenses**

Admitted to the Bar: District of Columbia (1986), Maryland (1978); U.S. Court of Appeals, Fourth Circuit (1981); U.S. Court of International Trade (1982); U.S. Supreme Court (1990).

## **Professional Associations**

District of Columbia Bar Association.

## **Education**

University of Baltimore (JD, Law Review, Federal Republic of Germany DAAD Law Grant-1977); Johns Hopkins University (BA-1970).

## **Publications and Speaking Engagements**

Contributing Editor, ABA The Construction Lawyer, 2010 - 2015; "Divergent Legal Traditions in International Arbitration," Maryland Bar Journal, July/August 2010; Subchapter 10. IX. "International Arbitration," ABA book International Construction Law, 2009; articles on construction law written for ABA's The Construction Lawyer; International Construction Law Review; and other publications. Guest speaker: (1) Forum Vergabe, e.V. annual conference in Berlin, February 2008. Topic: U.S. government contracting. (in German). (2) First International Lawyers' Conference, Damascus, Syria, July 2008, organized by ABA Rule of Law Initiative and Law Society of England and Wales. Topic: international construction contracting.

## **Compensation**

\$595 Per Hour

**Languages**

English, German

**Citizenship**

United States of America

**Locale**

Chevy Chase, MD

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.