

EXHIBIT 1



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Western Case Management Center
Neil Currie
Vice President
45 E River Park Place West
Suite 308
Fresno, CA 93720
Telephone: (877)528-0880
Fax: (855)433-3046

October 3, 2022

Joseph R. Little, Esq.
The Little Law Firm, PC
440 Louisiana Street
Suite 900
Houston, TX 77002
Via Email to: jrl@littlawtexas.com

Dale Jefferson, Esq.
Martin Disiere Jefferson & Wisdom, LLP
808 Travis Street
Suite 1100
Houston, TX 77002
Via Email to: jefferson@mdjwlaw.com

Lance Christopher Kassab, Esq.
The Kassab Law Firm
1214 Elgin Street
Houston, TX 77004
Via Email to: lance@kassab.law

Case Number: 01-22-0000-9524

Nicholas Abaza and Jorge Borunda (Lawyers)
-vs-
Richard Allison, Jr. (Client)
-vs-
Caroline Allison

Dear Parties:

Per the applicable Consumer Arbitration Rules, the American Arbitration Association (AAA) has made an administrative appointment of Hon. Anne Ashby to serve as arbitrator. Enclosed please find the Notice of Appointment and General Arbitrator Oath Form, the Notice of Compensation Arrangements for consumer cases as well as the arbitrator's resume.

Please advise the AAA of any factual objections to the appointment of the arbitrator within five (5) business days of the date of this letter. Copies of the objection are to be provided to all parties. However, the arbitrator shall not be copied on any correspondence regarding objections to their service.

If any objections are received, the other party will be given an opportunity to respond before the AAA makes a

determination, in accordance with the Rules, regarding the arbitrator's continued service.

As requested by the arbitrator, and specified in the Consumer Arbitration Rules, the parties and their representatives must provide information to the AAA of any circumstances likely to raise justifiable doubt as to whether the arbitrator can remain impartial or independent. Further, such obligation to provide disclosure information remains in effect throughout the arbitration.

A preliminary hearing will be scheduled once an arbitrator is confirmed.

A copy of this correspondence has been provided to the arbitrator.

Sincerely,

/s/

Terri Martinez

Manager of ADR Services

Direct Dial: (559)490-1871

Email: TerriMartinez@adr.org

Fax: (855)433-3046

Supervisor Information: Donna Martinez; martinezd@adr.org; (559) 490-4881

Enclosures

cc: Nicholas R. Pierce, Esq.
Andrea Mendez
David Eric Kassab, Esq.

The Law Office of Anne Ashby, PLLC

www.anneashbylaw.com
aashby@anneashbylaw.com

11700 Preston Road
Suite 660 #252
Dallas, Texas 75230
T 469.200.5753
F 214.889.9999

September 30, 2022

Terri Martinez (TerriMartinez@adr.org)

American Arbitration Association
Manager of ADR Services
45 E. River Park Place West, Suite 308
Fresno, CA 93720

RE: AAA Case No. 01-22-0000-9524; Nicholas Abaza and Jorge Borunda (Lawyers) v.
Richard Allison, Jr. (Client) and Caroline Allison

Dear Ms. Martinez:

Thank you so much for the invitation to serve as arbitrator in the above styled and numbered cause. I have read the AAA Invitation to Serve dated September 28, 2022, and all documents filed to date and make the following disclosures:

No. 1 – Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

No

No. 2 – Have you represented any person against any party to the arbitration?

No

No. 3 – Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

I was Judge of the 134th District Court, Dallas, Texas from January 1, 1989 through March 31, 2009. I was Judge of County Court at Law Number 3 from January 1, 1987 through December 31, 1988. During the time I was sitting on the 134th, I heard 244 jury trials to verdict; many bench trials and injunctions; and many thousands of hearings. In County Court at Law, I heard 65 jury trials to verdict and many bench trials, injunctions, and motions. Other than the matters listed below, I do not specifically recall any cases I had with any of the attorneys or their firms but I assume it more likely than not that most attorneys in Dallas and surrounding counties may have appeared before me as a Judge.

In March, 2015, I was the Mediator in a matter where Ryan Geddie, Esq. of Martin Disiere Jefferson & Wisdom, LLP (Dallas) represented a party.

As a judge for over 20 years I know many lawyers throughout the state of Texas. It is very likely I know lawyers at most of the firms, particularly those with Dallas offices. This does not impact my ability to be impartial and fairly hear this dispute.

No. 4 – Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

No

No. 5 – Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

No

No. 6 – Have you, any member of your family, or any close social or business associate ever served as a neutral in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

No

No. 7 – Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

No

No. 8 – Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

No

No. 9 – Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

I was appointed as the Arbitrator in a multi party matter where David E. Kassab, Esq. of The Kassab Law Firm and Dale Jefferson, Esq. of Martin Disiere Jefferson & Wisdom, LLP (Houston) each represented a party. This matter did not go beyond the appointment stage. It settled in June, 2015, prior to any involvement on my part.

I served as the Arbitrator in a matter where Jason Spivey, Esq. and Aileen Glaeser, Esq. of Martin Disiere Jefferson & Wisdom, LLP (Dallas) represented a party. That matter settled in June, 2021 prior to the final hearing.

No. 10 – Are you a member of any organization that is not listed on your resume that may be relevant to this arbitration?

In February of 2014, I joined Shields Legal Group as “Of Counsel.” My main focus with the firm is to represent entrepreneurs from the growth to exit stage. I conducted a computerized conflicts search within Shields Legal Group “SLG” and have discovered no conflicts.

I am a member of an informal breakfast study group compiled of arbitrators around the DFW metroplex who meet from time to time to discuss topics of ADR interest.

I am a member of LinkedIn and handle some of my marketing through LinkedIn.

I also serve on arbitration panels with Judicial Workplace Arbitrations, Inc. (“JWA”), DII Industries, LLC Asbestos PI Trust, Dispute Solutions, Inc. (“DSI”) and FORUM.

No. 11 – Have you ever sued or been sued by either party or its representative?

No

No. 12 – Do you or your spouse own stock in any of the companies involved in this arbitration?

No

No. 13 – If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

No

No. 14 – Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

The 134th District Court and County Court at Law Number 3 were elected positions. I have raised money at every election cycle during the course of my political career. I have run for re-election and appeared on the ballot 6 times. I do not know if any of the attorneys, parties, or entities made any contributions to any of my campaigns, but it would not make a difference in this arbitration if contributions were made. I made it a habit not to look back after campaign reports were filed. I hired an independent accountant to file all of my campaign reports. For a list of my contributors, please go to the Texas Ethics Commission. Here is my number—000020796.

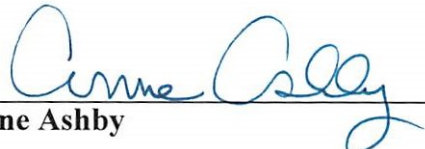
No. 15 – Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

If anyone knows of any other case that we might have been involved in that I missed that you believe is relevant, please disclose for all of us. If anyone has any other issue that I did not disclose that you believe is important, I would appreciate it very much if you would bring it up now. If anything comes up along the course of our arbitration that anyone believes anyone should know about, please know we have a continuing duty or responsibility to update our disclosures.

STATEMENT OF NEUTRALITY:

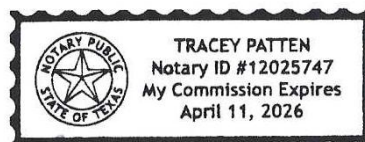
After reviewing all the material on file to date about this arbitration and considering the disclosures, I can be fair and impartial, consider the evidence from both sides and rule for the party's position that is supported by the evidence in accordance with whatever standards of decision are applicable. By this I mean that I could rule for or against either side; and fulfill my oath of appointment that I "will faithfully and fairly hear and decide the matters in controversy between the parties in accordance with their arbitration agreement, the Code of Ethics, and the rules of the American Arbitration Association and will make an Award according to the best of the Arbitrator's understanding."

Signed this 30th day of September, 2022.


Anne Ashby

SWORN TO AND SUBSCRIBED BEFORE ME, by Anne Ashby, on this 30th day of September, 2022.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



I look forward to working with you and assisting in the resolution of your dispute.

Sincerely yours,

THE LAW OFFICE OF ANNE ASHBY
A Professional Limited Liability Company


Anne Ashby

Notice of Compensation Arrangements

American Arbitration Association

Nicholas Abaza and Jorge Borunda (Lawyers)

Vs.

Richard Allison, Jr. (Client)

Vs.

Caroline Allison

Case# 01-22-0000-9524

Notice of Compensation Arrangements for Hon. Anne Ashby

You have been invited to serve as an arbitrator in the above matter. It is important that you understand the terms of your compensation and the role you play in ensuring that you receive payment for fees and expenses that you may incur during your service.

This invitation to serve is based on our assumption that, you are willing to comply with the American Arbitration Association's (AAA) *Arbitrator Billing Guidelines*, which is attached to this document and also available in Panelist eCenter at www.adr.org. If you expect to assess charges that are not detailed on your AAA Resume and referenced below, (or if you are a non-AAA arbitrator and such charges are not reflected below), you must notify the AAA prior to accepting your appointment so that the parties can determine whether they still seek your services as an arbitrator.

Your Compensation

Rules: "Consumer Arbitration Rules"

Procedures: "Regular"

You will be compensated at the following rates, per the rate structure indicated on your AAA resume or in accordance with a fixed rate as prescribed in the rules and/or procedures. If you are a non-AAA arbitrator, you will be compensated based upon the rates provided to your case administrator and shared with the parties or if applicable in accordance with a fixed-rate prescribed in the rules and/or procedures.

Rate Type	Rate Frequency	Rate
Hearing Rate	DAY	\$2,500.00
Study Rate	DAY	\$0.00
Travel Rate	DAY	\$0.00
Cancellation Rate	DAY	\$0.00

In as much as you are agreeing to serve in this matter at the above rate, any subsequent change to your published rate after your appointment will not apply to this case.

Commercial Expedited and Construction Fast Track Fixed Rates

On cases administered under the Expedited and Fast Track Procedures of the rules, the arbitrator will receive compensation at rates established by the AAA. Generally, the hearing shall not exceed one day. *If during the preliminary hearing you determine that this matter requires more than one day of hearing, please consult with your case administrator about billing for the additional day(s).* Your case administrator will discuss and facilitate any necessary changes to your terms of compensation.

If the matter concludes after the preliminary hearing and prior to the final hearing, you will be compensated at half of the established rate. Under the Expedited and Fast Track Procedures, you receive no compensation for study time, travel time, or cancellations.

Notice of Compensation Arrangements

Consumer Arbitration Rules Fixed Rates

On cases administered under the Consumer Arbitration Rules, the AAA has established fixed rates with the expectation the case should not require more than one day of hearing. If during the preliminary management hearing you determine that this matter requires more than one day of hearing, please consult with your case administrator about billing for the additional day(s). This case will remain under the Consumer Arbitration Rules regardless of the number of days of hearing or the amount or complexity of any claim. Under the Consumer Arbitration Rules you receive no compensation for study time, travel time, or cancellations.

Your Expenses

On most cases, your expenses should be nominal and will be reimbursed immediately after you submit them. For any single expense over \$75, please include a receipt with your request for reimbursement.

If you anticipate that you will incur significant expenses, such as airfare or hotel room costs, please advise your case administrator in advance so that the parties can be asked to make deposits prior to you incurring the expense.

Deposits and Payment

Payment for your compensation is the obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payment. During the course of the proceeding the case administrator will ask that you provide an estimate of the amounts needed to cover your fees. Generally this occurs immediately after the preliminary hearing, although on longer or more complex cases it can occur immediately upon appointment or after each series of hearings.

Unless you specify otherwise, the parties are advised that deposits are due 30 days prior to the first hearing. No later than two weeks prior to the hearing, the case administrator will advise you of the total amount on deposit. Should the parties fail to make deposits in a timely manner, you must determine whether to go forward, suspend or terminate the proceedings until such time as deposits have been made. Please see the applicable rules for Remedies for Nonpayment (i.e., Commercial Rule R-57, Construction Rule R-59, and Consumer Rule R-54). If you decide to go forward without full deposits, you may not subsequently delay the rendering of the award for lack of payment of your fees. *The time to deal with this issue is prior to the commencement of the hearings.* Should you decide to suspend the proceedings, your case administrator can assist you in issuing an appropriate order to the parties.

If you realize that you are spending more time on this matter than you originally estimated, it is your obligation to inform the case administrator prior to exhausting the current deposit. The case administrator will then make arrangements with the parties for additional deposits per your instructions.

In order to receive payment, please submit bills promptly. Your bills should be submitted in a format that is presentable to the parties, should detail the dates on which the charges were incurred with a description of the activity performed, and must correspond with the terms of compensation outlined herein. Bills should be submitted on a regular basis, as appropriate, and should reflect any balance forward. Upon receipt, the AAA will release payment from the amounts deposited by the parties. Should there be insufficient funds on deposit you will not receive payment until the parties have made additional deposits. Further, we will not use one party's deposit to cover another party's obligation without written permission to do so.

In the event your Award is delivered prior to payment by the parties of the agreed upon compensation, the AAA is authorized but not obligated to seek to collect these monies on your behalf by all lawful means, to represent you in any action or proceeding for such recovery and to file a claim in any bankruptcy or insolvency proceeding for such monies. The AAA may prosecute and receive any recovery on your behalf and has full authority to compromise or settle such claims as may be, in its discretion, appropriate. However, under no circumstances whatsoever will the AAA be liable for any failure to collect any or all the monies due. The AAA is authorized to subtract a reasonable amount for collection and attorney's fees.

Notice of Compensation Arrangements

Failure to Disclose and Forfeiting Compensation

As an arbitrator in this matter, you have an ongoing obligation to disclose any direct or indirect relationship with the case participants. Your failure to make disclosures in a timely manner would be a serious transgression and may be grounds for your removal as arbitrator from this case and/or from the AAA's Roster. Should this occur, you may be required to forfeit the compensation for the time you spent on this matter after you should have made such disclosures.

IRS Reporting Requirement (For U.S. Residents)

Compensation payments, and the corresponding IRS reporting, will be made either to you individually (attributed to your Social Security Number) or to your employer (attributed to the Employer Identification Number), based on the preference you indicated and as recorded in your panel record. If you are unsure of your current payment preference, you may contact your case administrator or AAA Panel Relations. Promptly inform the AAA if this information is incorrect or changes during the case, or if an address correction is necessary.

If the AAA does not have the payee's tax information on record, we must withhold 31% of compensation payments, as required by the IRS. Reimbursements of expenses are not subject to withholding and are not reported to the IRS.

Please note that in accordance with Section 7 of the *Standards and Responsibilities for Members of the AAA Roster of Arbitrators and Mediators*, compensation AAA Panelists receive on an AAA-administered case will not be disbursed by the AAA to another ADR Provider Organization. If the undersigned is not on the AAA Roster, this provision is not applicable.

IRS Reporting Requirement (For Non-U.S. Residents)

Compensation payments, and the corresponding IRS reporting, will be made either to you individually (attributed to your Social Security Number) or to your employer (attributed to the Employer Identification Number), based on the preference you indicated and as recorded in your panel record. If you are unsure of your current payment preference, you may contact your case administrator or AAA Panel Relations. Promptly inform the ICDR if this information is incorrect or changes during the case, or if an address correction is necessary.

If the ICDR does not have the payee's tax information on record, we must withhold 31% of compensation payments, as required by the IRS.

Please also note that if you reside outside of the United States and perform work (e.g., attending a hearing) in the United States you are required by the IRS to complete either Form 8233 (Exemption from Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual) or Form W-BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding). These forms have to be completed and filed with the ICDR annually regardless if a copy is on file. Failure to file these forms with the ICDR will result in withholding 31% of compensation payments, as required by IRS. Reimbursements of expenses are not subject to withholding and are not reported to the IRS.

Acknowledgement

If you are willing to serve on this matter per the compensation terms detailed above, please check the box below and proceed with completing your oath.



I acknowledge the terms of compensation for this case.

(AA)

Notice of Compensation Arrangements

Hon. Anne Ashby

September30, 2022

General Arbitrator Oath Form

American Arbitration Association

Nicholas Abaza and Jorge Borunda (Lawyers)

Vs.

Richard Allison, Jr. (Client)

Vs.

Caroline Allison

Case# 01-22-0000-9524

Notice of Appointment for Hon. Anne Ashby

Disclosure Obligations

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. All disclosures will be brought to the attention of the parties.

Instructions

You will not be able to serve until this duly executed Notice of Appointment has been completed and submitted. Please review the *Disclosure Guidelines* found by navigating to the *My Tasks* screen from the menu on the left, and after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

Should the answer to any of the following questions be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) in the space provided.

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

Answer : NO

2. Have you represented any person against any party to the arbitration?

Answer : NO

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

Answer : YES

Comments : Please see my disclosure letter dated September 30, 2022.

4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

Answer : NO

General Arbitrator Oath Form

5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

Answer : NO

6. Have you, any member of your family, or any close social or business associate ever served as an arbitrator in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

Answer : NO

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

Answer : NO

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

Answer : NO

9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

Answer : YES

Comments : Please see my disclosure letter dated September 30, 2022.

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this arbitration?

Answer : YES

Comments : Please see my disclosure letter dated September 30, 2022.

11. Have you ever sued or been sued by either party or its representative?

Answer : NO

12. Do you or your spouse own stock in any of the companies involved in this arbitration?

Answer : NO

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

Answer : NO

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Answer : YES

General Arbitrator Oath Form

Comments : Please see my disclosure letter dated September 30, 2022.

15. Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

Answer : NO

Files Attached to Oath

Name

Initial Disclosures A Ashby Abaza v Allison.pdf

Description

Please see my disclosure letter dated September 30, 2022.

Arbitrator's Oath

I attest that I have reviewed my biographical information provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law pertaining to arbitrator disclosures.

I further affirm that consistent with the applicable Rules of the American Arbitration Association, the Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law:

- That I am fit to serve on the above-referenced arbitration and able to fully execute my responsibilities during all phases of the case;
- That I will keep confidential all matters relating to the above-referenced arbitration;
- That I will maintain a professional demeanor and appearance of impartiality during all phases of this case;
- That I will endeavor to effectively manage all phases of this case with a commitment to speed, economy and just resolution in a manner consistent with the parties' expectations;
- That I will bill parties responsibly and ethically and will review my bills for reasonableness relative to the nature and scope of the activity performed prior to submitting them to the AAA.

The arbitrator being duly sworn, hereby accepts this appointment.

Terms of Compensation

Before proceeding, please indicate that you have reviewed the Notice of Compensation Arrangements for this case.



Once completed, please indicate your acceptance of this appointment as arbitrator by entering your initials in the space provided.

(AA)

Hon. Anne Ashby
30-Sep-22



Hon. Anne Ashby

Panelist Video

[View Video](#)

Current Employer-Title

Law Office of Anne Ashby, PLLC – Principal
Shields Legal Group – Of Counsel

Profession

Arbitrator, Mediator, Attorney, Judge

Work History

President, Law Office of Anne Ashby, PLLC, 2011 - present;
Of Counsel, Shields Legal Group, 2014 - present;
Mediator, Burdin Mediations, 2011-present;
Director, Collins Basinger & Pullman, P.C., 2009-2010;
Presiding Judge, 134th Civil District Court, Dallas, Texas, 1989-2009;
Presiding Judge, County Court at Law No.3, Dallas, Texas, 1987-1988;
Litigator, Smith & Underwood, P.C., 1986;
Master/Referee, 304th Judicial District Court, Dallas, Texas, 1982-1986;
Assistant District Attorney, Dallas County District Attorney's Office, 1980-1982;
Administrative Assistant/Law Clerk, Probate Court No. 3, Harris County, Texas, 1978-1979.

Experience

Vast experience as a trial judge, arbitrator and mediator who applies judicial insight in a variety of complex cases involving commercial/business law, employment, contracts, unfair trade practices, healthcare, personal injury with catastrophic injuries, traumatic brain injuries, wrongful death, insurance and insurance coverage, appellate, energy, asbestos, environmental claims, oil and gas, real estate, will contests, guardianship and trust disputes, partnerships, mergers and acquisitions, liens, zoning, transportation, construction defective workmanship, homeowner/builder disputes including fraud in the inducement and professional malpractice.

Employment: Extensive experience as an arbitrator on complex employment cases involving: non-subscriber issues, person injury (on the job injury), ERISA, age discrimination "ADEA", Family and Medical Leave Act "FMLA", Fair Labor Standards Act "FLSA", Americans with Disabilities Act "ADA", Title VII, wrongful termination, retaliation, whistleblower, gender discrimination, sexual assault, harassment, hostile work environment, departing employees and trade secrets, workers compensation, OSHA violations, violations of non-solicitation provisions and violation and/or misappropriation of trade secrets.

Healthcare: Well versed as an arbitrator in complex healthcare cases that have addressed violations of the Texas Insurance Code including prompt pay, retaliation and wrongful termination, Texas Prompt Pay Act, unpaid or underpaid claims, medical, nursing and psychiatric malpractice, intricacies of billing issues including Medicare and Medicaid billing with home health agencies, asset purchase agreement of pharmacies and FDA regulations, HIPPA violations, protective

orders, tortious interference, contractually covered services, facility participation agreements, nursing homes, whistleblower, litigation concerning all aspects inside hospitals, hospital administration litigation, peer review of physicians and fraud in pharmaceutical sales.

Commercial/Business Law: Broad range of large complex and small commercial disputes as an arbitrator encompassing breach of contract, DTPA, force majeure, partnerships, distributions, business law, real estate leases, co-tenants in real property, joint ventures, development, improvement and financing of real estate, foreclosures and foreclosure property management, tenant damages including personal injury, death and property damages, premises liability, HOA disputes, landlord/tenant, condemnation, bad faith, debt payout, buyer/seller agreements, factoring, misrepresentation, fraud, omissions, duress, mitigation, consulting agreements, shareholder buy outs, shareholder agreements, legal malpractice, sworn accounts, tortious interference, oil and gas, investments in the oilfield, pipeline investment, deep water drilling blow outs and injuries, Dram Shop Act, franchise, copyrights, cyber security, frustration of purpose, business interruption and business work out deals.

First elected to the Dallas judiciary in 1986, then served as the presiding Judge of the 134th Civil District Court from 1989-2009. Re-elected 5 times. Tried 244 cases to verdict in the 134th.

Alternative Dispute Resolution Experience

Frequently serves as an arbitrator and mediator in complex commercial, employment and healthcare cases involving a variety of subject matter including, but not limited to, asbestos damages, attorneys' fees, businesses, D&O liability, DTPA, partnerships, contracts, wrongful termination, mergers and acquisitions, buyer/seller, trusts, marketing/sales agreements, commissions, franchises, health care, Medicare and Medicaid billing issues, violations of Texas Insurance Code, Texas Prompt Pay Act, insurance, consumer, Fair Credit Reporting Act, construction, construction defects, residential construction, energy, oil and gas, trusts, personal injury, sexual assault, products liability, professional malpractice, real estate fraud, landlord/tenant, religious disputes, non-subscriber, hostile work environment, sexual harassment, sexual discrimination, age discrimination, trade secrets, violations of non-solicitation provisions, whistleblower, Section 143 Local Government Code -- Matters Affecting Firefighters and Police Officers, Special Judge Chapter 151 appointment by the Courts, closed head injuries, wildfire litigation, transportation, railroad rail car rates and pro se litigants.

Widely known as an objective and fair arbitrator and mediator who is recognized for bench wisdom whether serving as the Panel Chair or in the capacity of a sole arbitrator. Specializes in superior case management and skillful handling of party and case dynamics including difficult parties, complex e-discovery, emergency measures, protective orders and cybersecurity concerns all while keeping cases moving to a timely resolution. Has served on the AAA's Complex Case Panel since 2013. Handles pro se litigants with ease and grace.

Handled procedural motions as Judge of 134th District Court, including temporary restraining orders, temporary injunctions, and discovery requests. 244 jury trials, hundreds of non-jury trials, motions, arbitration motions to compel, stay, confirm, vacate or correct arbitration Awards. Case size ranged from \$500 to multi-million

dollar cases.

Alternative Dispute Resolution Training

ACE 22 - Process Essentials for AAA Arbitrators, 2022; ACE 21 – Impartiality: Do You Know Where Your Biases Are?, 2021; ACE20 Cyber Security: A Shared Responsibility, 2020; AAA/ICDR/AAA Mediation.org Panel Conference, 2019; Arbitrator Performance and Demeanor ~ Meeting Participant Expectations, 2018; Advanced Mediator Training Series: Managing the Dynamics of a Multi-Party Case, 2018; Advanced Mediator Training Series: Managing the Dynamics of a Multi-Party Case, 2018; Resolving Energy Disputes in Times of Crisis: Energy Arbitration 2017: The Chartered Institute of Arbitrators (CI Arb), 2017; Red Flags & Risk Areas for Arbitrators ACE14, American Arbitration Association (AAA), 2017; Accelerated Path to Fellowship: International Commercial Arbitration Workshop: CI Arb, 2016; AAA/ICDR/Mediation.Org Panel Conference, AAA, 2016; Mediation-Arbitration (Med-Arb): Benefits & Challenges, Academy of Professional Family Mediators, 2016; Effective Advocacy and Management in Arbitration, AAA, 2016; ITA Workshop: International Arbitration, The Center for American and International Law, 2017, 2016, 2015, 2013, 2009; Securities Customer Arbitrations: A Map of the Road Away From eDiscovery: Arbitration in a Digital World (ACE12), AAA, 2015; Top Techniques for Improving Arbitration Case Management Efficiency Before and During the Hearing, AAA, 2015; Representing Clients in Mediation: A Master Class in, American Bar Association (ABA), 2015; Panel Discussion of Mediation in Probate matters, Dallas Bar Association (DBA), 2015; Principled Deliberations: Arbitration Clauses in Estate Planning Documents, DBA, 2013; Essential Mediation Skills for the New Mediator, AAA, 2012; Disclosures, Depositions and Dispositive Motions in Employment Arbitration, AAA, 2012; Settlement Decision Making and Mediation Challenges, DBA, 2012; Alternative Dispute Resolution 2011, State Bar of Texas, 2012; Alternative Dispute Resolution Tactical Interventions in Mediation, Planning Committee, State Bar of Texas, 2011; New AAA Healthcare Payor Provider Judicial Orientation, AAA, 2011; Subterfuge in Mediations, DBA, 2010; Office of Lifelong Learning, Family Mediation, Texas Woman's University (TWU), 2010; Mediating the Car Accident Case, Dispute Mediation Service of Dallas, Inc., 2009; Trial & Negotiating Tactics from the Mediator Viewpoint, DBA, 2009; Learn from the Masters Basic Mediation Training, Sidney Stahl, 2009; 4th Annual Arbitration Training Institute: A Comprehensive Training, ABA, Inc., 2009; Mediating the Employment Law Case, Dispute Mediation Service of Dallas, Inc., 2009; Resolving Construction Disputes, DBA, 2009; The Stages of Mediation: Conflict, Communication and Compromise, DBA, 2009; Advanced Mediation: Skills and Techniques, State Bar of Texas, 2009; Women & Negotiation, JAMS, Inc., 2008; A Systematic Approach to Mediation Strategies, Pepperdine University School of Law, Vermont, 2008; ITA Workshop: International Arbitration, The Center for American and International Law, 2008; Securities Customer Arbitrations: A Map of the Road Away From Courthouse, Alternative Dispute Resolution, 2008; Collection Law: Default Judgments, Arbitration Awards, DBA, 2008; and various other ADR trainings

Professional Associations

Chartered Institute of Arbitrators Fellow; Women in Dispute Resolution {WIDR}; American Bar Association (Labor and Employment Law, Litigation, ADR); State Bar of Texas (ADR, Construction Law, Labor & Employment Law, Litigation); College of the State Bar of Texas (30+ year member); Texas Bar Foundation (Life Fellow); Dallas Bar Association (ADR, Construction Law, Labor & Employment

Law, Probate, Trusts & Estates); Dallas Bar Foundation (Fellow and Charter Member); Texas Mediator Credentialing Association Credentialed Distinguished Mediator; Association of Attorney-Mediators; American Arbitration Association, Neutral (Asbestos, Commercial Expedited & Large-Complex, Consumer, Healthcare, Judicial, Labor & Employment, Mediation, Non-Subscriber and Special Master Panels); American Health Lawyers Association.

Professional Licenses Admitted to the Bar: State of Texas, 1979; U.S. District Court: Northern (1981), and Eastern (2013) Districts of Texas.

Education South Texas College of Law (JD, 1979); University of Texas (BBA, 1975).

Publications and Speaking Engagements Has spoken to 119 audiences including the American Bar Association and the State Bar of Texas. Presented, taught and served on panels throughout the nation including: "Damages in Civil Litigation" 2020 State Bar of Texas Conference, "Litigation vs Arbitration ... What's the Difference" 2019 AAA Staff, "Commercial Arbitration: History, Current Practices, and Special Considerations," 2017 Annual Conference, The Association of Conflict Resolution (ACR), 2017; "Winning Arbitrations and Mediations --- Paralegal Style!" Dallas Area Paralegal Association (DAPA), 2017; "Will Somebody Please Pay The Bathroom Bill? Perspectives, Implications and the Impact of "Grimm," 2017 Management & Professional Liability Conference, Claims and Litigation Management Alliance (CLM), 2017 Boston and Pennsylvania; Arbitration in Texas, Practically Speaking," Lloyds of London, LMA Academy, 2016; Moderator of DBA Texas Trial Legends, Dallas Bar Association, 2016; "Arbitration for the Entrepreneur", Cox School of Business, Southern Methodist University, 2016; "Arbitration, Practically Speaking," Collin County Bar Association, 2015 and many more.

Complete list of presentations available upon request.

Awards and Honors Fellow, The Chartered Institute of Arbitrators, 2017; Distinguished Credentialed Mediator, Texas Mediator Credentialing Association (TMCA), 2017-2018; Pro Bono Pledge, State Bar of Texas, 2017; Advanced Credentialed Mediator, TMCA, 2016; Credentialed Mediator, TMCA, 2010-2015; AV ® Preeminent™ Peer Review Rated by Martindale-Hubbell, 2009 – Present; Dallas Bar Association Resolution (Outstanding Judicial Service) 2009; Prestigious "Judge of the Year" Award presented by the American Board of Trial Advocates ABOTA), 2001.

Citizenship United States of America
Languages English
Locale Dallas, Texas, United States of America

Compensation

Cancellation Period: 0 Days
Comment: Compensation rates, established by the AAA, are set forth in the applicable Consumer Arbitration Rules.

