

HUBERT (“HUGH”) J. BELL, JR.

MEDIATION AND ARBITRATION INFORMATION

EXECUTIVE SUMMARY

- **Experience and Training**
 - AAA and ABA Training as Arbitrator
 - AAA Construction and Commercial Panel Since 1985
 - Mediator Training 1997 with Resolution Resources
 - Completed Mediator Training Program at Pepperdine University School of Law 2004
 - Additional Formal Mediation Training 2004 and 2005
 - Member AAA Construction and Commercial Arbitrator Panel Since 1985
 - Member AAA National Panel of Construction Mediators
 - Member Henning Mediation and Arbitration Service Panel
 - Twenty-seven Years Law Practice in Construction, Commercial, Business, and Government Contracts Matters
 - Nationwide Exposure in Industry and Professional Associations
 - Leadership Positions in Industry and Professional Associations
 - National Contract Management Association, National Director, President Atlanta Chapter
 - Chair, ABA Section of Public Contract Law
 - President, Lawyers Club of Atlanta
 - Effectiveness and Credibility Enhanced
- **Mediation Style**
 - Facilitate Settlement
 - Evaluative Style of Mediation
 - Neutral and Impartial, But Focus on the Deal
 - Encourage Parties to Submit Information Before Mediation
 - Disclosure and Bias
 - Full Disclosure
 - Disclose All Information that Would Affect Impartiality
 - Disclose Anything that Might Give Appearance of Bias
- **Compensation**
 - \$400.00 Per Hour for Two-Party Proceeding
 - Additional \$50.00 Per Hour for Each Additional Party
 - Charge Apportioned Equally to Each Party
 - Out-Of-Pocket Expenses Billed Separately
 - Individual Work with a Party to a Mediation \$350.00 Per Hour
- **Administration**
 - Henning Mediation and Arbitration Service, www.henningmediation.com
 - American Arbitration Association, www.adr.org

The following information on my mediation style, experience, training, and fees is provided for your consideration in selecting a mediator for your case or claim. I have also included information concerning service as an arbitrator.

- ***Experience and Training***

From 1976 to 1988, I served as an Inspector General and compliance auditor for federal government contracts at Headquarters, U. S. Army Forces Command and as a major weapons system contract coordinator on the Department of the Army General Staff at the Pentagon. Part of that time was service in the U.S. Army Reserve after leaving active duty in 1978. I began law school that year at the University of Georgia Law School and received my law degree, with honors, in 1981 and was inducted into the Order of the Coif (the law school equivalent of Phi Beta Kappa for undergraduate school). I accepted an offer of employment with Smith, Currie & Hancock LLP when I graduated in 1981 and have been working in the firm's construction and government contracts practice since then; a Partner since 1986.

I was admitted to practice law in Georgia in 1981. I was licensed in the District of Columbia in 1991 and was admitted to the Florida Bar in 1994. I have been admitted to practice in many state and federal courts, including admission to the Bar of the United States Supreme Court.

Since 1984, I have been active in the Section of Public Contract Law of the American Bar Association, holding a series of leadership positions in the Section. I chaired the Alternative Dispute Resolution Committee of its Construction Division, followed by three years as Chair of the Construction Division. I served on the Section's Council for three years and then was elected to progressive positions in the Section, ultimately leading to my becoming Chair of the Section for the 2003-2004 year. I then served two more years on the Section's Council and am a Fellow of the Section of Public Contract Law.

In addition, I have been a member of the American Bar Association Forum on the Construction Industry and the Litigation Section's Construction Law Committee since the early '80's. I am also an active member of the Dispute Resolution Sections of the American Bar Association and of the Atlanta Bar Association. I formerly served two years as a member of the Board of Directors of the Atlanta Bar Association Section of Construction Law. In addition, I served on the Executive Committee of the Lawyers Club of Atlanta from 1992 to 2000 and was its President for 1998-1999. I am a member of the Investigative Panel of the Georgia State Disciplinary Board and presently its Chair. I have been named to the list of Georgia Super Lawyers for 2004, 2007, and 2008.

I have had much training over the years by the American Arbitration Association and the American Bar Association as an arbitrator. I have been an active arbitrator on the AAA Panel of Neutrals for construction and commercial matters since 1985. I am also a member of the AAA National Panel of Construction Mediators. I hold an AV rating in Martindale-Hubbell, which is the highest rating for professional skill and ethical practice.

I was initially trained as a mediator in 1997 and in 2004 had additional training at the Straus Institute of Dispute Resolution of Pepperdine University School of Law, together with more mediation training after completing the Pepperdine course. I have served as a mediator and

as an advocate representing parties in many mediations in the last ten years. In addition, I have served as an arbitrator, both alone and as a member of a panel, in many arbitrations since 1985, as well as representing parties in many arbitrations since 1981. I am registered in General Mediation and Arbitration by the Georgia Supreme Court, Georgia Office of Dispute Resolution.

- ***Mediation Style***

Most people want me to serve as a mediator because of subject matter expertise and experience. Most of these mediations involve a process by which a pot of money is divided or money claims resolved. Therefore, I tend to use the evaluative style of mediation rather than the purely facilitative. The process and the result belong to the parties and I do not coerce or try to impose a solution, but help the parties consider alternative outcomes and reach an agreement themselves. This necessarily involves some techniques to facilitate consensus and agreement, and usually involves some evaluation of the parties' positions in order to help them gain a realistic view of their positions. Throughout the process I am neutral and impartial, but I focus on the "deal" as the goal of mediation.

My own pre-mediation preparation is at least as important as what I do during the proceeding. I prefer to get more information rather than less before beginning the mediation proceeding. It is especially helpful for parties to share with me any information which they think will help me in facilitating settlement of their case. I want to review background information including the contracts, settlement history, parties' position papers, and previous testimony such as depositions. I ask the parties and their representatives to send me candid (and confidential) evaluations of their own positions as well as an evaluation of the position taken by their opponents. Each should include the party's response to the contentions and defenses of the other parties and should include a description of the various outcomes which the party would consider acceptable. I also ask each party to provide me with a draft settlement agreement because I find that these save time and are helpful templates at the conclusion of a mediation when an agreement has been reached but must be reduced to writing. I may try to write down terms to which the parties agree and relate to me, but I do not draft the agreement for the parties; this is the responsibility of counsel for the parties. However, any agreement must be approved by the parties and I recommend that parties seek advice of their counsel in deciding to accept the terms of any agreement.

It is essential that each party have a representative present who has authority to settle the case. When sureties or insurance carriers are involved, I expect that the parties will arrange for a representative with settlement authority to attend and participate in the mediation. It is counterproductive to have too many party representatives present since it is difficult to get a consensus from a committee of representatives for a party.

I seek and encourage direct contact with me from the parties and their counsel to discuss the dispute, the mediation process, and other concerns they may have. I ask each party to commit at the beginning to make a good faith effort to reach a settlement, to remain open minded, and to allow me and only me the authority to declare when the process should be adjourned. Once we begin I shall continue as long as I see one party is willing to do so.

- ***Disclosure and Bias***

I will disclose all relationships, dealings and prior contact with the parties, their counsel, and any individuals, including experts or consultants whom you identify for me. I shall not accept appointment as a mediator or arbitrator if any contact or relationship would affect my impartiality or would give the appearance of bias toward one party over another. I understand that service as a mediator or arbitrator does not create an attorney/client relationship with any party, but I am also sensitive to questions that parties may raise because of some prior contact with a party or a person or entity associated with that party. I will answer any questions you may raise concerning my disclosures and will withdraw if you are not satisfied with my answers.

However, I have had more than twenty-five years of exposure to construction, government contracts and business matters, including serving in leadership positions with major associations of lawyers and industry members. I have dealt with many of the major parties and counsel in some of these areas. This does not mean that my association or contact through bar or professional organizations affects my impartiality. On the contrary, I have found these contacts have enhanced my effectiveness and credibility as a neutral.

- ***Compensation***

My time is billed at the rate of \$400.00 per hour for a mediation or arbitration in which there are two parties. Each party is billed for one-half of my hourly billings for the mediation. Where there are additional parties, my hourly rate is increased by \$50.00 for each additional party and the total hourly rate is apportioned equally to each party. I will also bill any out of town travel expense, such as automobile, air fare, hotel, and meals at actual cost, apportioned as set out for the hourly rate, but I do not charge for my travel time unless working on your file. Any other out-of-pocket expenses will be billed separately.

If I work with one of the parties individually before or after a mediation proceeding, I shall bill that party separately at an hourly rate of \$350.00. These billing rates are subject to review and adjustment annually. If a mediation or arbitration is cancelled less than two business days prior to the date of the scheduled proceeding, I will charge a cancellation fee equal to the applicable hourly rate for five hours of my time. I am open to alternative fee arrangements and will be glad to discuss them, but the fee structure must be agreed before beginning the proceeding. My work as a mediator or arbitrator is administered either by Henning Mediation and Arbitration Service in Atlanta, Georgia or by the American Arbitration Association, Southeastern Case Management Center, Atlanta, Georgia. My resumes are available on line at www.henningmediation.com and www.adr.org.