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# W. Jay Hunston, Jr., Esq.

## Attorney & Dispute Resolution Professional

<b>Summary of legal qualifications</b>	1979	Florida, Admitted to Practice in all State Courts	
	2001	Montana, Admitted to Practice in all State Courts	
	1983 - 2003	Florida Bar Board Certified Civil Trial Lawyer	
	1976	Ohio (Currently Registered "Inactive")	
<b>Summary of ADR qualifications</b>	1991	Florida Certified Circuit Civil Mediator	
	1998 - 2025	Florida Certified Family Mediator	
	2000	Qualified Florida Arbitrator	
	2012	Florida Certified Appellate Mediator	
	2013	AAA Roster of Neutrals, Commercial & Construction	
<b>Education</b>	1971	B. A., Denison University	Granville, OH
	1976	J. D., Stetson Univ. College of Law	Gulfport, FL
<b>Professional experience</b>	1976 - 1979	Hunston, Hunston & Hunston Litigation Partner	Salem, OH
	1980 - 1995	DeSantis, Gaskill & Hunston, Litigation Partner	North Palm Beach, FL
	1996 - 2000	Boose Casey Ciklin, et al. Litigation Partner	West Palm Beach, FL
	2001 - 2005	Boose Casey Ciklin, et al. Of Counsel (Full Time Dispute Resolution)	West Palm Beach, FL
	2005 - Present	W. Jay Hunston, Jr., P.A. Principal	Stuart, FL
		<ul style="list-style-type: none"> <li>• Mediation Services (Civil, Appellate &amp; Family)</li> <li>• Dispute Resolution Services</li> <li>• Special Master Services</li> <li>• Arbitration Services</li> </ul>	

<b>Professional memberships</b>	<p>Association for Conflict Resolution. Practitioner Member.</p> <p>Palm Beach County Bar Association, ADR Committee. Member.</p> <p>American Bar Association, Section of Dispute Resolution. Member.</p> <p>Montana State Bar Association. Member.</p> <p>Martin County Bar Association. Member.</p>
<b>Areas of Experience</b>	<p>Complex civil and family law matters, including construction defects litigation, probate litigation, multi-party litigation, private and professional business association dissolutions, eminent domain and inverse condemnation proceedings on behalf of property owners and condemning authorities, real estate disputes, construction disputes for municipal and governmental utility and wastewater treatment authorities, residential and commercial real estate disputes, real estate foreclosures, workouts of significant commercial and residential properties, defense of fair-housing fair-lending discrimination cases, representation as special trial counsel for debtors in Chapter 11 reorganization proceedings, informal and formal administrative agency proceedings, zoning and land use litigation matters, and employment and labor law disputes involving both the public and private sectors.</p>
<b>Mediation Philosophy</b>	<p>Positive, creative results. When the dispute resolution professional truly believes in the process and the results that can be achieved through proper utilization of the process, there is no limit to the creative solutions which can be designed by parties to a dispute. The imposition of an outcome by a third party judge, arbitrator or jury oftentimes produces an outcome from which disputing parties cannot move forward and beyond their differences. In many instances the decision actually further divides the parties and results in additional litigation or appeals.</p>
<b>Arbitration Philosophy</b>	<p>As a trial attorney I found it frustrating when an arbitrator or arbitration panel would listen to days of testimony, review reams of documentary evidence, receive expert reports on all facets of the case, request detailed summaries from the parties, and then enter a compromise award. Arbitrators should follow the facts and law to whatever results are just and fair under all of the circumstances and authorities. Compromise awards are rarely justified by the facts and law. An arbitrator owes it to the parties and the process to enter a reasoned award that concisely decides all contested issues, without favoritism to any party or desire to please in hopes of obtaining future arbitration business.</p>
<b>Geographic Areas of Practice</b>	<p>Day to day practice throughout the State of Florida.</p> <p>Available upon prior arrangements throughout Montana.</p>
<b>Basis of Compensation</b>	<p>Hourly or per diem rates, with one uniform state-wide per diem rate available upon request.</p>