

TERRANCE E. SCHMIDT
BLEDSON, JACOBSON, SCHMIDT, WRIGHT & WILKINSON
1301 Riverplace Boulevard, Suite 1818
Jacksonville, Florida 32207
Tel.: (904)398-1818/Fax: (904) 398-7073
e-mail: tes@bledsoejacobson.com
web site: www.floridamediators.org/terrance-schmidt

MEDIATOR/ARBITRATOR RESUME

PROFESSION:

Attorney, Mediator, Arbitrator, Special Master, and Court Appointed Statutory Arbitrator

WORK HISTORY:

Vice-President/Shareholder, Bledsoe, Schmidt & Wilkinson, P.A. (and predecessor firms) 1979 - present; Associate, - Mahoney, Hadlow, Chambers & Adams (1973 - 1978); certified as a mediator by the Florida Supreme Court in 1997; certified as a Federal District Court mediator by the United States District Court for the Middle District of Florida in 1997; appointed by the American Arbitration Association to its Commercial Panel of Neutrals in 1998; certified as an American Arbitration Association Mediator in 1999.

EDUCATION:

Wittenberg University, B.A., Political Science (1967); Duke Law School, J.D. (1973); Editor, Duke Law Journal (1972-1973)

PROFESSIONAL LICENSES:

Admitted to the Bar: Florida, 1973; Admitted to United States Supreme Court, 9th and 11th Circuit Courts of Appeal, and United States District Court for Middle District of Florida.

EXPERIENCE:

I have specialized in litigation since 1974. My practice has included litigation in the areas of fraud, breach of contract, employment discrimination, mechanics= liens and construction, real property , probate, state and federal antitrust and restraint of trade, securities fraud, maritime, bankruptcy, ERISA, CERCLA, RCRA, medical and legal malpractice, and personal injury, representing both plaintiffs and defendants. E.g., Jaffe v. Grant, 793 F.2d 1182 (11th Cir. 1986); Woodman v. U. S., 764 F.Supp 1455 (M.D.Fla) *rev=d* 121 F.3d 1430 (11th Cir. 1997); VKK Corp. v. National Football League, et al., 55 F.Supp 2d 196 (S.D.N.Y. 1999); Connecticut General Life Insurance Co. v. Jones, 764 So.2d 677 (Fla. 1st DCA 2000). I also served as special counsel to The Florida Bar in the F. Lee Bailey disbarment proceeding. The Florida Bar v. F. Lee Bailey, 803 So.2d 603 (Fla.) *cert. denied* 122 S.Ct. 1916 (2002).

REPRESENTATIVE CASES HANDLED AS MEDIATOR:

I have mediated more than 2000 cases in state and federal court over the past 12 years, including a breach of contract claim in the telecommunications industry involving a claim of more than \$400 million; a consolidated action involving multiple securities fraud and negligent supervision claims in excess of \$20 million; a dispute between FDIC and a borrower and a subsequent dispute between the borrower and a third party involving real property valued in excess of \$20 million; a dissenting stockholders=rights dispute involving claims in excess of \$15 million; a catastrophic burn case involving claims in excess of \$10 million; a dispute between a sponsor and a cigarette manufacturer over a NASCAR promotion involving a claim in excess of \$5 million; a condominium construction dispute involving claims in excess of \$5 million; a wrongful death/Civil Rights case involving claims in excess of \$2 million; and numerous personal injury, employment discrimination, construction, and other commercial cases involving claims in excess of \$1,000,000.

REPRESENTATIVE CASES HANDLED AS ARBITRATOR/SPECIAL MASTER:

I have been the neutral third arbitrator in arbitrations involving breach of contract and construction disputes in which awards were entered. I have also been the sole arbitrator in breach of contract, consumer fraud, employment, and Unfair Trade & Deceptive Trade Practices Act disputes in which awards were entered, and a party-designated arbitrator on an arbitration panel in a contractual dispute

involving an electric co-generation plant. Finally, I have served as special master and as statutory arbitrator appointed by the circuit court in commercial disputes.

MULTI-PARTY DISPUTE RESOLUTION EXPERIENCE:

As an attorney representing a party to multi-party cases, I have been involved in numerous multi-party mediations or settlement conferences, including litigation involving antitrust and tort claims filed by a former National Football League team owner against the National Football League and others in which the claimed damages exceeded \$450 million; an ERISA class action against the trustees of profit sharing plan involving a claimed loss exceeding \$10 million; a toxic tort case in which 43 families sued a major waste hauling company and the United States Government for personal injuries arising out of a contaminated landfill which was settled by one defendant for \$8.5 million and was tried against the other defendant; and construction litigation by a condominium association against the developer, architect, and contractor for damages exceeding \$3.0 million. As a mediator, I have been involved in over 300 multi-party disputes involving all kinds of claims, including major construction cases.

ALTERNATIVE DISPUTE RESOLUTION TRAINING:

National Academy of Distinguished Neutrals (NADN) 8/2012 Advanced Mediation Training Retreat; ADR Section of Dispute Resolution (JBA), Fifth Annual CME Seminar 6/2012; NADN Advanced Mediation Training Retreat 2011; Fourth Annual Institute on Advanced Mediation-Advocacy Skills Training: 2005; DRC 13th Annual conference for Mediators and Arbitrators: Framing Our Future, 2004; AAA Advanced Mediator Skills for Court-Based Settlement Program, 2003; ABA Section of Dispute Resolution: New Vistas in Dispute Resolution, 2002; ABA Section of Dispute Resolution Collaboration in the Capital: The Power of ADR Program, 2001; AAA Commercial Arbitrator II - Advanced Case Management Issues Workshop, 2001; Florida Bar sponsored Private Judges, Mediation and Arbitration Seminar, 2000; AAA Commercial Arbitrator Training Workshop, 1999; Florida Bar CLE Course on Alternate Dispute Resolution, 1998; Florida Dispute Resolution Center, 40-Hr. Mediation training, 1995.

PROFESSIONAL ASSOCIATIONS:

American Bar Association (Section on Dispute Resolution); Florida Bar Association (Section on Dispute Resolution); Jacksonville Bar Association; Florida Academy of Professional Mediators; National Academy of Distinguished Neutrals; Chester Bedell Inn of Court; The College of Master Advocates and Barristers

AWARDS AND HONORS:

Master, Chester Bedell Inn of Court; Senior Counsel, The College of Master Advocates and Barristers; named as one of *Florida Trend* magazine's Legal Elite for Mediation (2007-present); listed as one of Florida's Super Lawyers for Alternative Dispute Resolution (2006); listed in Jacksonville's Best Lawyers by *Jacksonville Magazine* (February 2001, November 2004); honored in 2002 with a Resolution by The Florida Bar for *pro bono* service as Special Counsel to TFB in the F. Lee Bailey disbarment proceeding

PUBLICATIONS AND SPEAKING ENGAGEMENTS:

Speaker, 2nd Annual N.E. Florida CME Seminar for Mediators "Local Issues Facing Mediators and the Ethical Implications" (2009); Panel Member on alternative dispute presentations to the Chester Bedell Inn of Court (2004) and Florida Coastal School of Law (2005); Panel member, A Winning Without Trial: The Mediation Roundtable, Raymond Ehrlich Trial Advocacy Seminar (2003); Speaker, A The Florida Bar v. F. Lee Bailey: A Cautionary Tale, Raymond Ehrlich Trial Advocacy Seminar (2002); co-author with Kenneth W. Starr: A Inspection Rights of Corporate Stockholders: Toward a More Effective Statutory Model, 42 Florida Law Review 173 (1974).

COMPENSATION:

Arbitrations: \$3,200.00 per day	Mediations: \$195.00 per hour per party for two-party disputes
\$ 400.00 per hour	\$400.00 per hour divided among the parties for multi-party disputes

CANCELLATION POLICY:

If a mediation is cancelled or rescheduled within five business days of the scheduled mediation, there will be a two-hour charge for a half-day mediation and a four-hour charge for a full day mediation to be

paid by the party or parties causing the cancellation. If an arbitration hearing scheduled for more than one day is cancelled or rescheduled within 30 days of hearing, there will be a four-hour charge for each scheduled day that is not subsequently filled by a mediation or arbitration.