

DATE: 3/28/2010

CPR Panelist Questionnaire

This form will permit CPR staff to access your information when disputants seek panelists.

1. IDENTIFICATION DATA

Name John Leo Wagner
Courtesy title: Hon.
Applicable suffix:
Firm/Company: Judicate West Alternative Dispute Resolution
Street: 1851 E. First St., Suite 1600
PO Box (if any):
City: Santa Ana
State: CA
Zip: 92705
Country: USA
Preferred Phone: 800-488-8805
Secondary Phone: 949-248-3137
(not cell phone) Check here to restrict to CPR Use only
Fax: 949-2405142
Cell Phone: 949-310-5553
 Check here to restrict cell to CPR Use only
e-mail: jwagner@wagneradr.com
Web Site (if any): www.wagneradr.com

Responses to the following questions on Race, Gender and Citizenship are optional.

RACE:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above five races.

GENDER: Male Female

CITIZENSHIP: List Citizenship (*If multiple, list with commas between*): USA

LANGUAGES: Please check your language ability in any foreign languages below (other than English) and indicate if you are fluent (can conduct an ADR proceeding in that language) or have read-only ability:

Fluent	Fluent	Fluent
N/A	N/A	N/A

PATENT OFFICE. Are you licensed to practice before the U.S. Patent & Trademark Office? Yes

CERTIFIED PUBLIC ACCOUNTANT. Are you a Certified Public Accountant? Yes

GOVERNMENT SECURITY CLEARANCE: Have you ever had a U.S. Government Security Clearance? Yes

Dates
Level (e.g., Confidential, Top Secret)

Note: A resume may be substituted for Items 2-3.

2. EDUCATION & LICENSES

A. Enter your most significant university educational degrees starting with the most recent.

Year	School	City/State	Degree (spell out acronyms)
1979	Univ. of Okla. College of Law	Norman, OK	Juris Doctor
1976	University of Oklahoma	Norman, OK	Bachelor of Arts

B. Specify any licenses, jurisdiction and date of licensure: (Include Bar Admissions for lawyers and/or other professional licenses that apply; i.e., Architect, Engineer, etc.) (Spell out acronyms)

License	Year Issued	State/Country	Current (Y or N)
Law	1999	CA	Y
Law	1980	OK	Y

3. WORK HISTORY

Provide a list of your work history starting with the **most recent position**.

Use the codes from the table below in Column 5.

Note: Judicial experience appears separately at Question 5, below.

Duties if a Lawyer in this Position	Duties if a Non-Lawyer in this Position
(1) Litigator (law firm, government, public interest) (2) Partner (3) Associate (4) Managing Partner (5) Shareholder (6) Transactional attorney (7) In-house counsel in any capacity (8) General Counsel (9) Assoc. General Counsel (10) Arbitrator (11) Mediator (12) Law Professor: Full Time (13) Adjunct Professor (14) Judge (must specify title) (15) Other	(Specify duties and division/department tersely) (16) Engineer: Civil, Structural, Mechanical (17) Architect (18) Contractor (19) Sub/Contractor (20) President (21) Vice President (22) Director (23) Head of Division (24) Corporate Business Person: (specify division or department functions tersely; E.g., Corporate Sales; Construction Management; Technology Development) (25) Other

<u>Col 1</u> Dates of	<u>Col 2</u> Company/Firm Name	<u>Col 3</u> City/State	<u>Col 4</u> Your Title	<u>Col 5</u> Duties/ Functions	<u>Col 6</u> Primarily represented Plaintiffs (Insert "P")
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Service				(See box above)	or Defendants (Insert "D") or leave blank if NA **
2005-Present	Judicate West ADR	Santa Ana, CA	ADR Neutral	10,11	
2005-Present	The Wagner Law Firm, P.C	San Juan Capistrano CA	President; ADR Neutral	10,11	
1998-2005	Irell & Manella LLP	Newport Beach, CA	Attorney/ADR Neutral	1,10,11	
1985-1998	U. S. District Court, N. D. Okla.	Tulsa, OK	United States Magistrate Judge	11,13,14	
1980-1985	Kornfeld & Franklin	Oklahoma City, OK	Attorney	1,2,3	
					** Insurance Industry - • Use "P" for Policy Holder Representation • Use "D" for Insurer Representation

4. ADR NEUTRAL EXPERIENCE

a. Neutral and Advocate Roles:

Please provide your best estimate of the number of times you have been a Neutral and/or an Advocate in the following types of ADR procedures, if applicable to you: *

		Overall	Last 12 Months
Arbitration	Total # Neutral Arbitrator Service	25	5
	# of total as Sole Arbitrator	23	4
	# of total as Tribunal Chair	2	1
	# of total as Class Action Arbitrator	None	None
	# as Advocate in Arbitration	None	None
Mediation	Total # Neutral Mediator Service	4,000	160
	# of total as a Co-Mediator	20	1
	# of total as a Multi-Party Mediator	1500	60
	# of total as a Process Design Mediator	100	5

		Overall	Last 12 Months
	# as Advocate in Mediation	75	None
Early Neutral Evaluation	Neutral	None	None
	Advocate	None	None
Facilitation of Multi-Party Defense	Neutral	5	None
	Advocate		
Mini-trial Chair	Neutral	None	None
	Advocate	None	None
Private Judging	Neutral	None	
	Advocate	None	None
Reg – Neg	Neutral	None	None
	Advocate	None	None
Special Master	Neutral	40	None
	Advocate	None	None
Summary Jury Trial	Neutral	25	None
	Advocate	None	None
Dispute Review Board Member	Neutral	10	None
	Advocate		
Dispute Review Board Chair	Neutral	None	None
	Advocate		
Partnering Neutral	Neutral	None	None
	Advocate		
Ombudsperson	Neutral	None	None
	Advocate		
Other	Neutral		
	Advocate		

*If you feel that the numerical range you checked off does not fully reflect the depth of your experience (e.g., you served as mediator just once but it was an unusually protracted and complex matter, please describe:

5. PROFESSIONAL AND ADR CONCENTRATIONS

I want to be considered as an: Arbitrator Mediator

CPR maintains the following Specialty Rosters that may involve peer review. Please indicate whether you wish to be considered for any such rosters:

- | | |
|---|--|
| <input type="checkbox"/> Arbitration Appeal(Appellate Judges only) | <input checked="" type="checkbox"/> Franchise |
| <input type="checkbox"/> Banking, Accounting and Financial Services | <input type="checkbox"/> General Counsel (former GCs of Fortune 500 corporations only) |
| <input type="checkbox"/> Bio-Tech | <input type="checkbox"/> Healthcare & Life Sciences |
| <input type="checkbox"/> Certified Public Accountants | <input checked="" type="checkbox"/> Insurance |
| <input checked="" type="checkbox"/> Construction | <input checked="" type="checkbox"/> Insurer-Policy Holder Coverage |
| <input type="checkbox"/> E-Discovery | <input checked="" type="checkbox"/> International |
| <input checked="" type="checkbox"/> Employment | <input checked="" type="checkbox"/> Judicial Roster |
| <input checked="" type="checkbox"/> Energy, Oil & Gas | <input type="checkbox"/> Sports Law |
| <input checked="" type="checkbox"/> Entertainment | <input type="checkbox"/> Taxation |
| <input checked="" type="checkbox"/> Environmental | <input type="checkbox"/> Technology |
| | <input checked="" type="checkbox"/> Trademark |

A number of the specialty panels (Construction, Employment, Energy, Insurance, International and Technology) require completion of an addendum at the end of this questionnaire. If you have indicated an interest in a specialty panel other than those, please describe your qualifications for the specified panel(s), e.g., percent of time spent in training or practice in that area, description of cases handled, etc.:

- 1) **Entertainment:** Significant experience in mediating contracts involving talent, mediating disputes between web-based entertainment companies, mediating media distribution contracts; mediating entertainment industry employment disputes and business disputes between entertainment companies.
- 2) **Environmental:** Managed and mediated environmental matters while on the bench. Significant experience in arbitrating and mediating hazardous waste site cleanup and allocation disputes. Significant experience with mass toxic tort litigation and mediation, including toxic tort and property damage from burning superfund site, air and property contamination from carbon black

manufacturing site, PCB toxic tort resulting from the explosion of a transformer in a courthouse, with a subsequent fire and re-introduction of PCBs during the cleanup operation, toxic tort cases resulting from lead-poisoning of children in lead mining community, and ground and ground water contamination resulting from historical lead smelting operations.

Without this information, we cannot evaluate your experience in the field.

3) **Insurer—Policy Holder Coverage**: Decided numerous coverage questions while on the bench. Respresented Policy Holders while with Irell & Manella LLP. Have addressed numerous coverage questions as a private mediator.

4) **Trademark**: Decided numerous trademark cases during 12 years on the federal bench. Have mediated many trademark lawsuits as a private mediator with Irell & Manella LLP and Judicate West ADR..

Please detail your areas of concentration with “P” for a primary area of practice and “S” for a subsidiary area of practice. Note: these are areas in which you already have experience, rather than areas in which you are interested.

AREAS of Concentration	Col.2 Professional Concentrations/Specialties (as lawyer, business person, advocate or judge but not as arbitrator or mediator)	Col. 3 Arbitrator Concentrations	Col. 4 Mediator Concentrations
<i>Construction Specialists</i>			
Construction Defects		S	S
Claims for Delay		S	S
Claims for Extras		S	S
General Building Construction		S	S
Government Contracts		S	S
Hazardous Waste			S
Health Facilities			
Industrial (Mills, Refineries, Pharma)			
Insurance Indemnity & Contribution			S
International (incl. FIDIC)			
Manufacturing Construction			
Marine			
Mold			S
Petroleum			S
Power			S
Sewage/Solid Waste			S
Available Under Construction Expedited Rules			
Telecommunications			S
Transportation (Bridges, Roads, Tunnels, etc.)			
Water Supply			S
Construction Other			
<i>Employment Specialists</i>			
Civil Rights and Compensation			P
Employee Benefits/Erisa			S
Executive Compensation		S	S
FLSA			S
Statutory Discrimination Claims		S	P
Other - Employment			P
<i>Energy, Oil & Gas Specialists</i>			
Electric Generation			S

Electrical Transmission			S
Electric Distribution			S
Electric/Power Marketing			S
Alternative/Renewable Energy			S
Oil & Gas			P
Oil/NG Exploration/Production			P
Natural Gas Pipeline			P
Nuclear			
Oil/NG Marketing			P
Oil Pipelines			P
Coal Industry			S
Liquefied Natural Gas			
Refining & Petrochemical			P
Selected Upstream Issues			P
Selected Natural Gas Issues			P
Selected Oil Issues			P
Risk Management Services			
Rural Electric Co-op Industry			S
Expropriation			
Other – Energy			
<i>Healthcare & Life Sciences</i>			
Biotech			
Food, Drug & Cosmetics			S
Healthcare			
Hospital Law			S
Licensing (Medical)			S
Life Sciences			
Malpractice (Medical)		P	S
Managed Care			
Medical Devices			
Medical Research Ventures			S
Peer Review			S
Pharmaceuticals			S
Physicians			S
Reimbursement Disputes			S
<i>Insurance Specialists</i>			
Construction Defect Insurance			S
Directors & Officers Insurance			P
Environmental Insurance			S
Fidelity Bond			
Financial Institutions Insurance			
Insurance General			P
Insurance Health			

Insurance Life			S
Insurance Property & Casualty			P
Reinsurance			S
Insurance Telecommunications			
Insurance Other			S
<i>Technology/Intellectual Property Specialists</i>			
Aeronautics			
Biology			
Biotechnology			
Business Methods			
Materials (polymers, ceramics, etc)			
Chemistry			
Computers & Software		S	S
Electrical			
Electronics			
Intellectual Property			P
Internet			S
Mechanical			
Medical Devices			S
Nanotechnology			
Optics			
Patents			P
Pharmaceuticals			S
Privacy/EU Safe Harbor			
Robotics/Machine Vision			
Semiconductors			
Signal Process/Video/CommSysts			S
Telecommunications			S
Textiles			S
Other - Technology/IP			S
<i>General Concentrations</i>			
Accounting - Forensic			S
Accounting - General			
Accounting - Litigation			S
Accounting - Valuation			
Administrative law			
Agriculture			S
Antitrust			S
Asbestos			S
Automotive			S
Aviation/Aerospace			S
Banking			S

Bankruptcy			S
Business Disputes			P
Chemicals			S
Civil Rights & Liberties			P
Class Action (Defendant Side)			
Class Action (Neutral)			P
Class Action (Plaintiff Side)			
Commercial Law		S	P
Commodities			
Communications & Media			S
Community Organizations			
Computer law			
Construction		S	S
Consumer Affairs			
Contract-Government			S
Contract-Manufacturing		S	P
Copyright			P
Corporate (Financing)			
Corporate (General)			
Corporate (Governance)			
Corporate (Transactions)			
Corporate (Underwriting)			
Debtor/Creditor			S
Defamation/First Amendment			S
Domain Name			S
Employment		S	P
Energy, Oil & Gas			P
Entertainment			P
Environmental (Cleanup)		S	P
Environmental (General)			P
Environmental (Regulatory)			
False Advertising/FTC			S
Financial Services			S
Franchise		S	S
Fraud/Misrepresentation			P
Housing & Urban Development			
Information Technology			
Insurance			P
Intellectual Property		S	P
International (Environmental)			
International (General)			S
International (Trade)			S
International (Transactions)			

Labor Relations			S
Leasing			S
Licensing (General)			S
Licensing (Software)			S
Malpractice (Legal)			P
Manufacturing			S
Maritime			
Merger & Acquisition			S
Mining			S
Municipal Law			
Natural Resources			
Non-Profit Organizations			S
Partnership Disputes			P
Patents/Trade Secret			P
Personal Injury			P
Product Liability			P
Professional Fees			S
Real Estate (Banking & Finance)			S
Real Estate (Development)			S
Real Estate (General)			S
Real Estate (Land Use/Zoning)			S
Real Estate (Leasing)			S
Regulated Industries			
Reinsurance			
Religious Entities			S
RICO			S
Securities			P
Sports Law			
Taxation (Corporate)			
Taxation (General)			
Taxation (Individual)			
Taxation (International)			
Taxation (Partnership)			
Technology/Science			
Torts (Business & Property)			P
Torts (General)			P
Torts (Mass)			S
Torts (Toxic)			S
Trademark			P
Trade Secrets			P
Transportation			S
Trusts & Estates			S
Unfair Competition			P

Water Law			
Workouts			S

Representative Matters; e.g.:

1. FIAT v. Suriname, 88 Civ. 6639 (SDNY Oct. 11, 1989) (advocate; motions to confirm/vacate arbitral award).
2. Medical device manufacturer v. Patentholder (arbitrator in multimillion dollar patent dispute).

Confidentiality is respected with respect to identification of private neutral engagements. A descriptive list of prominent matters resolved by mediation is attached as **Exhibit A** and a selected list of arbitration matters is attached as **Exhibit B**.

6. ADR ROSTER LISTINGS

Complete tables if you are currently listed on the roster or panel of neutrals maintained by any ADR organizations (e.g., AAA, JAMS, CEDR, ICC, International Academy of Mediators, Regional Provider, Government Agency Roster, Court Roster, Other?) Include CPR Institute Panels you are already on, if any.

a. ARBITRATOR ROSTERS of ADR ORGANIZATIONS

Organization	Arbitration Roster (& any sub-roster)	Years on Roster	Estimate Average Amount in Claim in Cases from Each Organization	Best Estimate of the Number of Cases on which You Served as an Arbitrator for this Organization
<i>Example: AAA</i>	<i>Large Complex Case Panel</i>	<i>3 years</i>	<i>\$3 Million average</i>	<i>2 cases</i>
Judicate West ADR	Arbitration panels for Northern and Southern California	5 years	\$2 Million average	20 cases
ICDR/AAA	International Arbitration Panel	4 years	\$100 Million average	2 cases
CPR	Franchise Panel	11 years	\$100,000 average	5 cases
CPR	Regional Panel -- California	11 years	\$200,000 average	3 cases
CPR	Employment Panel	2 years	0	0 cases

CPR	Judicial Roster	11 years	\$200,000 average	3 cases
CPR	US-China Business Mediation Panel	7 years	0	0 cases

b. MEDIATOR ROSTERS of ADR ORGANIZATIONS

Organization	Mediation Roster (& any sub-roster)	Years on Roster	Estimate Average Amount in Claim in Cases from Each Organization	Best Estimate of the Number of Cases on which You Served as a Mediator for this Organization
<i>Example: JAMS</i>	<i>Los Angeles Panel</i>	<i>2 years</i>	<i>\$2 Million average</i>	<i>4 cases</i>
Judicate West ADRA	Southern and Northern California Panels	5 years	Claims from \$75,000 to \$2 Billion (number of cases makes it difficult to average).	650 cases
CPR	Franchise Panel	11 years	\$100,000 average	2 cases
CPR	Regional Panel -- California	11 years	\$500,000 average	5 cases
CPR	Employment Panel	2 years	0	0 cases
CPR	Judicial Roster	11 years	\$500,000 average (overlaps with Regional Panel— unsure of source of cases)	5 cases
CPR	US-China Business Mediation Panel	7 years	0	0 cases
U.S. District Court, C.D of California	Attorney Settlement Officer Panel	12 years	\$300,000	100 cases
Los Angeles County Superior Court	Party Pay Panel	12 years	\$200,000	50 cases

California Academy of Distinguished Neutrals	Diplomate Member	4 years	N/A (Cases referred to Judicate West)	N/A (Cases referred to Judicate West)
International Academy of Mediators	Past President and Distinguished Fellow	12 years	N/A	N/A
American College of Civil Trial Mediators	Fellow	10 years	N/A	N/A

7. ADR TRAINING

a. List MEDIATOR Skills Training Sessions you have taken

Sponsoring Organization & Location	Primary Model Fostered by Training: (e.g., Facilitative, Evaluative, Transformative, Caucus, Non-Caucus)	% of Time Spent in Role-Plays/Exercises	Year Taken	Duration: Hours of Training
Federal Judicial Center/ Endispute	Facilitative, Evaluative, Caucus	50%	Circa 1987	40
International Academy of Mediators	Facilitative, Evaluative, Caucus, Co-mediation, Hybrid Process, Successive Process, Transformative, Psychological/ Personality Based, Gender-based, Specific Case Type Based, Culturally/Ethnic Based, and different International Models.	5-10%	20 2.5 day conferences twice per year from 1998 through 2010	Approx. 400

b. Statement of Philosophical Approach to Mediation

I use a pragmatic approach that is hand-tailored to each mediation. The mediation process is designed with the help of pre-mediation conferences. Usually these are done by means of separate telephonic conferences with counsel for each party. Where it is convenient and/or desired, I occasionally use in-person pre-mediation meetings with each side. These meetings and telephonic conferences may or may not include clients.

I believe in full preparation, and request exchanged briefs, confidential memoranda (that are for my eyes only), background materials and any PowerPoint or audio-visual presentation to be submitted in advance of the mediation session. I believe that mediation is a process that has evolved over time, and that it continues to evolve. My style, approach, tactics and methods change to accommodate the level of sophistication of the parties and counsel, the emotional content involved and the stated, implied and/or perceived objectives of the mediation session.

In the event a matter does not settle during the scheduled mediation process, I will vigorously follow-up by telephone, detailed written analysis coupled with thoughtful process or settlement proposals and, if desired, additional in-person mediation sessions. Finally, once a case does settle, I monitor and, if necessary, actively participate in the documentation and implementation of the deal.

c. List ARBITRATOR Skills Training Sessions you have taken

Sponsoring Organization & Location	Skills Emphasized	% of Time Spent in Role-Plays/Exercises	Year Taken	Duration: <u>Hours</u> of training

8. ADR REFERENCE INFORMATION

You must provide references from each side of the same case.

CPR may not publish reference contact information.

Reference as Arbitrator

	Dispute Type, Amount in Dispute and Year	Name of Counsel, Firm Name and Location of Firm	Phone and E-mail address
for Claimant	1) Wrongful Discharge of Executive and Breach of Employment Contract 2) \$103 million 3) 2008	Mark Rochefort, Esq. Alston & Bird 333 S. Hope Street 16th Floor Los Angeles, CA 90071	Phone: (213) 576-1000 Email: mark.rochefort@alston.com
for Respondent		Allan L.Schare, Esq. McDermott, Will & Emery LLP 2049 Century Park East 34th Floor Los Angeles, CA 90067	Phone: (310) 551-9397 Email: aschare@mwe.com

Reference as Mediator

	Dispute Type, Amount in Dispute and Year	Name of Counsel, Firm Name and Location of Firm	Phone and E-mail address
for Plaintiff	1) Action for Civil Penalty under §§ 311(b)(3) and 311(j) of the Clean Water Act (Resulting from an oil pipeline spill that ran into the Pyramid Lake Reservoir North of LA) 2) \$3,732,300 3) 2009	Steven O'Rourke, Esq. United States Department of Justice Environmental Enforcement Section P O Box 7611 Washington , DC 20044-7611	Phone: (202) 514-2779 Email: steve.o'rourke@usdoj.gov

for Defendant	1) Claim by Defendant under the Oil Spill Liability Trust Fund 2) Approximately \$41 million. 3) 2009	Susan Chung-Mi Yu, Esq. Mesereau & Yu 10390 Santa Monica Blvd. Suite 220 Los Angeles, CA 90025	Phone: (310) 789-1177 Email: yu@mesereauyu.com
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9. OTHER

Provide any honors, publications or other information you believe are relevant to your application.

1) Selected by the Los Angeles Daily Journal and San Francisco Daily Journal as one of the *50 Top Mediators in California in 2009*, and as one of the *40 Top Mediators in California in 2008*.

2) Selected by the Hollywood Reporter, Esq. as one of the *Top 42 Entertainment "Power Mediators" in 2007*.

3) Listed in The Best Lawyers in America in 2007 through 2010 in the area of Alternative Dispute Resolution

4) Listed in Southern California Super Lawyers in 2007 through 2010 in the area of Alternative Dispute Resolution

The Addendum should be completed only if you are interested in being considered for the Specialty Panel it covers.

Construction Specialists Addendum

1. What **percentage** of your law practice or business *for the last ten years* has been construction-related (**Required**): 1 to 25%

2. **Have you had significant construction practice in the last ten years** representing or working with the following client groups:

- | | |
|--|--|
| <input type="checkbox"/> Private Owners/Developers | <input type="checkbox"/> Insurers/Sureties |
| <input type="checkbox"/> Government Entities | <input type="checkbox"/> Engineers/Architects |
| <input type="checkbox"/> Contractors | <input type="checkbox"/> Sub-contractors/suppliers |

3. **Have you had significant construction practice in the last ten years** devoted to the following dispute processes:

- | | |
|--|--|
| <input type="checkbox"/> Litigation | <input type="checkbox"/> Dispute Management (in house) |
| <input checked="" type="checkbox"/> Arbitration (as Neutral or representing parties) | <input type="checkbox"/> Transactions |
| <input checked="" type="checkbox"/> Mediation (as Neutral or representing parties) | <input type="checkbox"/> Other |

Describe 'Other'

Employment Specialists Addendum

1. What **percentage** of your law practice or business *for the last ten years* has been employment-related (**Required**): 1 to 25%
2. **Have you had significant employment practice in the last ten years** representing or working with the following client groups:

- Management Non-executive employees
 Executives Other Describe 'Other'

3. **Have you had significant employment practice in the last ten years** devoted to the following dispute processes:

- Litigation Dispute Management (in house)
 Arbitration (as Neutral or representing parties) EEOC or other agency
 Mediation (as Neutral or representing parties) Other
Describe 'Other'

Energy Specialists Addendum

1. What **percentage** of your law practice or business *for the last ten years* has been energy-related (**Required**): 1 to 25%
2. **Have you had significant energy practice in the last ten years** representing or working with the following client groups:

- Companies Regulators Users
 Other Describe 'Other'

3. **Have you had significant energy practice in the last ten years** devoted to the following dispute processes:

- Litigation Dispute Management (in house)
 Arbitration (as Neutral or representing parties) FERC or other
 Mediation (as Neutral or representing parties) Other
Describe 'Other'

Insurance Specialists Addendum

1. What **percentage** of your law practice or business *for the last ten years* has been insurance-related (**Required**): 1 to 25%
2. Has your insurance-related legal practice or business *in the last ten years* included representation or work with of the following client groups:

Policyholders Insurance Companies

3. Has your insurance-related professional practice in the last ten years included:

Underwriting Broker/Producer
 Broker/Claims Consultant Consultant/Expert Witness-Policyholder
 Claims Consultant/Expert Witness-Ins. Co.
 Reinsurance

International Specialists Addendum

1. What **percentage** of your law practice or business *for the last ten years* has been international (**Required**): 1 to 25%

Foreign clients	1 to 25%
Foreign opponents	1 to 25%
Negotiations for such clients	1 to 25%
Litigation before foreign courts	1 to 25%

2. What **percentage** of your arbitration or mediation practice or business *for the last ten years* has been international (**Required**): 1 to 25%

International Arbitration	1 to 25%
International Mediation	1 to 25%

3. What **languages** have you used in your international arbitration and mediation practice:

Languages used as an arbitrator	English
Languages used as a mediator:	English
Proceedings conducted in other languages	
Awards made in these languages	

4. Training or degrees acquired abroad

5. Practice or other relevant sojourns abroad

Technology/Patent Specialists Addendum

1. What **percentage** of your law practice or business *for the past ten years* has been related to technology/intellectual property (**Required**): 1 to 25%
2. Has your technology/intellectual property professional practice *in the last ten years* included:

Litigation

Prosecution

Transactions

ADR

Conflict Management

Other

Describe 'Other'

EXHIBIT A
EXEMPLAR MEDIATION EFFORTS
Conducted by Hon. John Leo Wagner (Ret.)

The following are examples of settlement efforts where Judge Wagner employed innovative ADR techniques:

- **The Non-Insured Financial Institution Collapse Cases**
More than five thousand uninsured depositors lost their savings when a non-insured Bank collapsed. Many lawsuits were filed and over the course of six years and all these matters were settled with Judge Wagner's help. Over \$60 million was obtained on behalf of the defrauded creditors, which constituted the entire principal loss.
- **Suit to Educate Developmentally Disabled Children**
Suit to provide educational services to children with multiple disabilities institutionalized in a state institution for the developmentally disabled, which was ordered closed after a contentious trial. Due to the settlement achieved, over 120 severely disabled children were successfully placed in 10 different public school districts.
- **The Heptachlor Cases**
Cattle feed contaminated with heptachlor was sold to dairy farmers. Four lawsuits resulted, brought in three different states. Over 100 individually named plaintiffs and three defendants were involved when settlement efforts commenced. A global settlement was undertaken and achieved.
- **The Power Company Construction Defect Case**
This case involved a dispute over the construction of a power company's \$400 million power plant and included over 160 separate contract claims, all of which were settled.
- **The Voting Rights Act Case**
This lawsuit was an effort to forcibly redraw the existing judicial districts in two large counties, so that concentrated populations of African-Americans would not be disenfranchised. The lawsuit generated formidable political opposition and required an inclusive settlement process that enlisted the incumbent district judges; the Governor; the Legislature; the Attorney General; the state and county Bar Associations and the NAACP Legal Defense Fund. The settlement reached was implemented through special legislation.
- **The Water District Dispute**
The rural water district purchased all of its water from a metropolitan water district and served numerous residences. The case had become so contentious that the Mayor (as the chairman of the metropolitan water district board) had publicly threatened to terminate the water purchase contract at issue and cut off the water to the significant number of homes served by the district. The case was resolved through a process designed and implemented by Judge Wagner.
- **The Ancient Securities Fraud Class Action**
Pending 23 years, this case had been appealed to the Circuit Court of Appeals five times and the United States Supreme Court three times. At one time, the plaintiffs in this case had a judgment worth approximately \$170 million. The verdict had been reversed on appeal to the Circuit and the U.S. Supreme Court had affirmed the reversal. A special act of Congress was then passed that abrogated the reversal and reinstated the case. Judge Wagner settled it prior to the second trial.

- **The Telecommunications Switch Case**
A highly technical dispute regarding allegedly defective telephone switching equipment was resolved with Judge Wagner's help.
- **Pollution-Free Engine Case**
The inventor claimed that he had invented an engine that ran on "air" which he mixed from ordinary gases in a secret, proprietary manner. The prototype had been built at great expense and was observed running by credible technicians and government officials. The resulting fight over the patent rights lasted many years and was ultimately resolved by Judge Wagner.
- **The Interocular Lens Patent Case**
The doctor was a brilliant and dedicated eye surgeon. He developed a new surgical process and artificial lens for replacement of natural lenses clouded by disease. The patent was sold to a corporation and the product was wildly successful and very lucrative. The doctor sued to enforce his contract rights and Judge Wagner quickly resolved the matter.
- **The Electronic Fish-Finder Patent Cases**
These sonar devices with user-friendly electronic interfaces constitute a lucrative and therefore highly competitive market segment. Lawsuits were filed whenever a significant new development in technology was made that gave a competitive edge. Judge Wagner resolved each case.
- **Refinery Heater Patent Case**
A patent for a double-fired coker heater used in oil refining spawned bitter litigation. Judge Wagner finally brought the parties together and settled the case.
- **The Cellular Video Patent Case**
This was a declaratory judgement action to determine the validity of the patent rights claimed by the co-developer of a video camera that transmitted images via cellular phone. The technology involved on-site transmission of images useful for news media and rescue operations. Its value was demonstrated in the rescue efforts conducted in the aftermath of the Oklahoma City bombing. Judge Wagner resolved the matter without trial.
- **Gas Contract Class Action**
The plaintiff's claims in this hard-fought class action alleging breach of a gas purchase contract totaled well in excess of \$100 million. The case was settled with Judge Wagner's assistance.
- **Five Tribe Lease Dispute**
Trust property shared and collectively governed by five Native American Tribes was leased to an entity related to a religious organization for drug rehabilitation purposes. When promises of multi-million dollar revenues and property rehabilitation were not forthcoming, administrative termination was commenced and vigorously contested. After a substantial effort, Judge Wagner settled the matter.
- **Mass PCB Contamination Cases**
The plaintiffs worked in a federal building when a transformer containing PCBs exploded, spewing PCB laden smoke throughout the building. During clean-up efforts, a fire broke out in the containment area, causing further contamination. Judge Wagner settled the resulting personal injury cases.

- **Mass Toxic Tort Cases**
 The plaintiffs lived down wind of a burning superfund toxic waste site and sued for personal injury. The primary defendant sought contribution from scores of third party defendants. Judge Wagner resolved all these cases through a joint settlement effort.
- **Multi-million Member Consumer Class Action**
 After untrue representations regarding telecommunications services were mistakenly mailed to and relied upon by millions of consumers, litigation was commenced. Judge Wagner mediated the matter and obtained settlement before the class certification hearing. The innovative settlement reached initially drew objections, but was immediately approved by the court when all objectors withdrew their objections during the course of the fairness hearing.
- **Multi-Jurisdiction Bankruptcy Accord**
 A corporation that owned a large underground natural gas storage facility went bankrupt in one state. The principal of the corporation, who had allegedly withdrawn large amounts of gas owned by others and sold them to third parties, took personal bankruptcy in another state. Eighteen corporate parties made substantial claims in both estates. All claims were resolved during the course of a coordinated, two-day meditation, allowing the closure of both bankruptcy estates and the dismissal of all pending litigation.
- **Bet-the-Company Accounting Malpractice Case**
 A reputable regional accounting firm acquired a competitor and assumed its liabilities. Both were sued by former clients, which were indirectly owned by an Asian government. The plaintiffs contended that the failure of the acquired firm to discover fraud caused over \$100 million in damages. This multi-party matter required a tiered settlement effort, with the first stage between the Plaintiffs and Defendants to bring the claim into the professional liability policy limits and the second stage between the Plaintiff and the insurance carrier to finalize the settlement terms.
- **Double Wrongful Death Case**
 A drunk driver, travelling 70 mph, topped a hill in a quiet residential neighborhood and slammed into a vehicle turning left. The mother of nine children was immediately killed. Her husband lingered for three weeks before he mercifully expired. The driver was tried for manslaughter and went to jail. A dram shop suit was brought on behalf of the children against the franchise restaurant that had served the driver eight shots of alcohol prior to the crash. With the assistance of a sincere apology, the settlement demand was brought within policy limits and a multi-million dollar settlement was reached.
- **Law Firm Letterhead Case**
 A third-generation partner of a long-established law firm departed to establish a competing firm, and filed a federal case over the continued inclusion of his grandfather's name in the original firm's letterhead. This emotional case between former law partners was resolved with Judge Wagner's patient assistance.
- **Brother Against Brother Partnership Litigation**
 Two brothers were involved in an extremely lucrative family business. They fell out and one brother sued the other for fraud. After a bitterly fought jury trial, a judgment for \$10 million plus fees, costs and interest was obtained by one brother and paid by the other. The losing brother then sued the prevailing brother for fraud and was in turn sued by corporate officers tailgating upon the prevailing brother's success. Using a variety of gap-bridging techniques culminating in "Cruise Missile Arbitration" (a closing technique developed specially for the final matter), Judge Wagner obtained sequential settlements of a total of eight lawsuits pending in both federal and state courts.

Triple Patent Litigation

Presented with an entrenched patent dispute involving both validity and infringement issues in connection with three distinct patents, Judge Wagner invented the “Executive Summary Jury Trial.” Using coordinated components from a modified summary jury trial procedure, the mini-trial procedure and mediation over a two-day period, Judge Wagner was able to resolve a case anticipated to take many months to try, and do so in a way that fully satisfied the parties’ desire for a merits-based result.

- **Athlete Delayed Quadriplegia Case**

Three college wrestlers went to a party on a rainy weekend evening. On the way home, the speeding car missed a curve and rolled down an embankment. Miraculously, all three walked away from the wreck. A week later, while horsing around grabbing and lifting a friend at another party, one of the boys slumped to the ground, a final quadriplegic. He sued the driver (the son of an auto dealer with lots of insurance on the demo car involved) for his personal injuries. With the aid of a painstaking examination of the medical causation proof, Judge Wagner was able to facilitate a seven-figure settlement.

- **Medical Qui Tam Case**

A physician group had been sued by a whistleblower alleging insurance fraud. The state was threatening to intervene. A three-way settlement was reached involving the medical group, its insurer (the whistleblower seeking reimbursement) and the state.

- **Embittered Abuse of Process Case**

A distributor found out that his trusted employees were stealing product from his warehouse and selling it to his competitor. He sued them and the competitor, alleging misappropriation and fraud. The employees fled the jurisdiction and the jury returned a verdict for the competitor, who brought a suit for malicious prosecution. Judge Wagner mediated and helped the parties settle this emotional matter.

- **The Air Transport Crash Cases**

Eight widows with minor children sued a jet engine overhaul company for the wrongful death of their husbands. They had died a fiery death when their Air Force transport plane (loaded with barrels of paint) burned and crashed into the ocean near Italy. Nothing useful was recovered and liability was skimpy or non-existent. Damages were heart wrenching. Judge Wagner dealt gently with the plaintiffs and obtained a settlement in each case that enabled them to maintain their accustomed standard of living and educate their children.

- **The Brain-Damaged Mother Case**

After the delivery of a healthy baby boy by c-section, his mother became constipated. She returned to the hospital, was given a laxative and was sent home. She later lapsed into unconsciousness at home and was rushed to the hospital, where emergency exploratory surgery was performed. During the surgery, she suffered a heart attack, but was revived through heroic effort of the surgeon. She suffered anoxia and severe brain damage, which the defendant physicians claimed rendered her a blind “vegetable” unaware of her quadriplegic state. The reaction she showed in a day-in-the-life videotape belied this claim. An appropriate settlement was reached.

- **The Abusive Tycoon Case**
 The owner of a successful debt-collection company employed many single mothers, who were well motivated by the generous incentives and pay he provided. The company perpetrated a fraud on Wall Street. Debt that was not collectible was "sold" to an off-the-books shell company to inflate the apparent collection rate. When the fraud was revealed by an anonymous letter, the owner assembled his employees in an auditorium, locked and guarded the doors so no one could leave and obscenely berated them for hours, blaming them for the company's collapse. Thirteen sued him for intentional infliction of emotional distress. Judge Wagner settled all thirteen cases.
- **The Children's Lead Poisoning Cases**
 Historic lead mining had resulted in the accumulation of huge piles of "chat" containing lead in a small rural town. Suit was brought on behalf of approximately 200 children who had high blood lead levels. A settlement amount was agreed upon and difficult allocation issues (on both the plaintiff and defense sides) were resolved.
- **The Pharmaceutical Most Favored Nations Case**
 A generic drug distributor gave its customer, a large pharmaceutical chain, a most favored nations (lowest price guaranteed) contract. When the customer acquired another drug distribution company, it discovered that its' acquisition was receiving a lower price from the distributor. The difference in price amounted to many millions of dollars. Using a creative "mini-trial within mediation" approach, Judge Wagner helped resolve the case and preserve the business relationship.
- **The Electrical Utility Contract Case**
 When shortage of electrical power was causing "brownouts" in California, an electrical utility in a neighboring state entered into a pricey contract with an out-of-state electrical generation company. When the price of power went down, it stopped performance under the contract, prompting litigation. Settlement became a campaign issue during the intervening election of the public utility board members. Judge Wagner guided the settlement effort through the troubled political waters and assembled the coalition necessary to approve a deal.
- **The Marathon IP Mediation**
 In a matter that set Judge Wagner's personal record for a continuous mediation session (27.5 hours straight), a bitterly contentious 3-way patent licensing suit was settled and fully documented. Delays were encountered over the documentation and when it was revealed that a blown side deal between the defendants would have to be re-traded and consummated before the primary settlement could be closed.
- **The Intellectual Property Custody Battle**
 Three inspired software gurus left their employment, allegedly taking certain developmental software code with them. When their new company introduced a product that competed with the former employer's software, suit ensued. Settlement required sequential sessions to 1) reach an agreement in principle, 2) understand the code involved through a facilitated technical dialogue 3) negotiate complicated assignment and cross-licensing provisions and 4) document the agreements reached.
- **The Self-Interested Option Letter**
 A high-tech company with a developing product floundered for lack of capital investment and entered into an Option Letter that provided terms for a potential sale of the company that were very advantageous to the founders. The board rejected the Option Letter deal and approved an alternative transaction with the new investor that did not contain the favorable terms. The founders sued to recover the benefits provided by the Option Letter, which purported to also extend to any alternative transactions. The matter settled using an innovative closing technique called "the Greedy Game."

- **The Mistaken Bean-bag Load Civil Rights Case**

During a domestic disturbance call, a man emerged from his home brandishing a knife. A young police officer was handed a shotgun and told that it was loaded with a non-lethal "bean bag" round designed to knock down and stun, but not to kill. It was not. He fired and blew the suspect's head off. The resultant civil rights case was resolved by Judge Wagner. The incident was deeply disturbing to the young officer. He took a desk job and did not return to the streets.

- **The Sunday Morning Slaughter Civil Rights Case**

A young man, 21 years of age, had been brought home to work in his Dad's business, after he had exhibited some emotional fragility. Once he appeared stable, his parents went away and took a break over a Saturday night. On Sunday morning, the young man had gone outside. He picked up a twig that had fallen from a tree, and began going around the neighborhood tapping on people's windshields and doors. Apprehensive, neighbors called the police. Three officers arrived, followed him into his back yard, ordered him out of the swimming pool (where he was treading water in the deep end), tased him, then shot him 26 times. His devastated parents sued. Judge Wagner employed a kind, transformative process that settled the case.

**EXHIBIT B - SELECTED ARBITRATION MATTERS
HANDLED BY HON. JOHN LEO WAGNER (RET.)**

ARBITRATION MATTER	DESCRIPTION
Re: Interpleader of Insurance proceeds for Bankrupt Company that fraudulently securitized FDIC debt collection business.	Multimillion dollar interpleader with multiple claimants
Current Land Owner v. Historical Potentially Responsible Party ("PRP")	Multimillion dollar environmental dispute involving allocation of cleanup costs at a lead smelting site
Surface Owner v. Oil Company	Environmental cleanup allocation
Partners v. Partners	Bitter dispute between partners of successful energy drink company that required arbitration of disputes, accounting and supervision of winding up of company.
Aeospace Parts Manufacturer v. Aircraft Company	Contract dispute regarding the supply and pricing of aerospace parts
Owner v. Construction Company	Construction dispute
Insurance Company v. Accounting Firm	High dollar accounting malpractice case
Company v. Insurer	High dollar insurance coverage dispute
Patent Holder v. Alleged Infringer	Multi-million dollar patent dispute, involving patent ownership, patent validity and patent infringement issues.
Executive v. Former Employer	9-figure Executive employment suit
Distributor v. Manufacturer	Consumer electronics contract dispute
Lawyer/Owner v. General Contractor	Multimillion dollar law office construction dispute
Doctor v. Medical Practice Group's Captive Medical Group Service Company	High stakes Physicians Practice Group contract dispute
Government Contractor v. Government Agency	Contract dispute over amounts paid for special education services