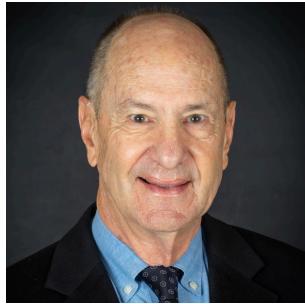




David P. Dapper ,Esq.  
Los Angeles, California



## Primary Areas of Expertise

Construction Defects  
Surety & Bond Claims  
Public Works  
Construction Scheduling  
Delay and Disruption Claims  
Construction Claims

### Current Employer-Title

Construction Dispute Solutions - Full-time Arbitrator

### Profession

Arbitrator

### Work History

Shareholder, Akerman Senterfitt LLP (and predecessor firm, Wickwire Gavin LLP), 1993 - 2009; Of Counsel, Pillsbury Madison & Sutro, 1991 - 1993; Of Counsel, Lillick & McHose, 1990 - 1991; Partner/Associate, Anderson McPharlin & Conners, 1978 - 1989.

### Experience

Over 30 years of legal practice devoted exclusively to construction law, including representation of owners, developers, lenders, sureties, contractors, subcontractors, and design professionals in both transaction and dispute resolution matters. Matters litigated include both prosecution and defense of contractor claims for compensation arising out of extra work, delays and disruption, and construction defect matters. Familiar with CPM scheduling techniques and damages methodologies typically used in construction claims.

### Alternative Dispute Resolution Experience

Served as mediator, sole arbitrator, panelist or panel chair in numerous construction disputes involving both contractor claims for compensation for extra work, delays and disruption, and construction defect matters. Represented numerous clients in various forms of ADR (mediation, arbitration, disputes review boards). Member of the AAA's Large Complex Case Panel (LCCP) for over 20 years.

### Education

University of Southern California (JD-1978); University of California at Los Angeles (AB-1975).

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Neutral ID: 126313

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete reflection of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

## Professional Licenses

Admitted to the Bar: California, 1978; U.S. District Court: Northern, Eastern, Central and Southern Districts of California, 1979 – 1980; U.S. Court of Appeals, Ninth Circuit; U.S. Court of Federal Claims.

## Professional Associations

American Bar Association (Forum Committee on the Construction Industry, Contract Documents Division, Past Chair; Bonds, Liens and Insurance Division, Steering Committee; Litigation Section, Construction Litigation Subsection; Torts and Insurance Practice Section, Fidelity and Surety Law Committee); California State Bar (Litigation Section); Los Angeles County Bar Association (Real Property Section, Construction Law Subsection).

## Recent Publications & Speaking Engagements

**PUBLICATIONS:** Co-author, FIFTY STATE CONSTRUCTION LIEN AND BOND LAW, vol. 3, Wiley Law Publications, 1995; co-author, "Design and Construction Form Documents," THE CONSTRUCTION LAWYER, 1991; "Representing Architects, Engineers, and Other Design Professionals," California Continuing Education of the Bar, November 1986; co-author, CONSTRUCTION INSURANCE, BONDING AND LIENS IN CALIFORNIA, Construction Insurance, Bonding and Liens in California, Lorman Education Services, 2006.

**SPEAKING ENGAGEMENTS:** "Schedules and Time Impact Issues, Changes and

Differing Site Conditions," The Fundamentals of Construction Law, American Bar Association, Forum Committee on the Construction Industry, November 2013; "What Every In-House Counsel Needs to Know About Construction Law But Was Afraid to Ask!," Association of Corporate Counsel America, Southern California Chapter, August 2007; "Risk Management, an Essential Element of CM," CMAA (San Diego Chapter), June 2007; "Construction Insurance, Bonding and Liens in California," Lorman Education Services, April 2005 and 2006; "Comprehensive Construction Law in California," Lorman Education Services, June 2005; "Can This Job Be Saved: Creative Strategies for Project Completion and Litigation Avoidance," Lorman Educational Services, March 2000; "Legal Aspects of Design-Build," AAAE-ACC, February 1999; "The New AIA A201: What Does It Mean? What Does It Change?," Wickwire Gavin, February 1998; "Rules of The Road: Tips a Pitfalls in Contract Drafting and Negotiation," High-Point Rendel (now PinnacleOne/Arcadis), September 1996; "Current Trends in Construction Law," High-Point Rendel (now PinnacleOne/Arcadis), November 1995; "New Forums and Methods For Evaluating and Resolving Contractor Claims," Orange County (CA) City Attorneys Association, January 1992; "New Forums and Methods For Evaluating and Resolving Contractor Claims," High-Point (now PinnacleOne/Arcadis), September 1993; "Limitation on Liability Clauses," American Bar Association, Forum Committee on the Construction Industry; "Mechanic's Liens and Stop Notices - Disbursement Issues for Lenders," Los Angeles County Bar Association, Real Property Section, Construction Law Subsection, 1992 program co-chair, "Construction Management: Making the Choice,"

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American Bar Association Forum on the Construction Industry, April 1992; "Turning Lead into Gold: Recovering Attorney's Fees Without an Attorney's Fee Clause," Los Angeles County Bar Association, Real Property Section, Construction Law Subsection, 1992; "Construction Contract Administration," Subcontractors Bidding Conference, 1992; "Construction Contract Issues: How to Manage the Risks and Improve Owner-Contractor Relationships," Associated General Contractors of America, 1990; "Representing Architects, Engineers, and Other Design Professionals," California Continuing Education of the Bar, November 1986.

<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	No travel time charged for travel less than 30 miles from Downtown Los Angeles.										
<b>Citizenship</b>	United States of America										
<b>Languages</b>	English										
<b>Compensation:</b>	<table><tr><td>Hearing:</td><td>\$625.00 per hour</td></tr><tr><td>Study:</td><td>\$625.00 per hour</td></tr><tr><td>Cancellation:</td><td>\$5,000.00 per day</td></tr><tr><td>Cancellation Period:</td><td>14 days</td></tr><tr><td>Comment:</td><td>Full day rate for hearings: \$5,000.00 Travel time charged only for travel more than 30 miles from Downtown Los Angeles.</td></tr></table>	Hearing:	\$625.00 per hour	Study:	\$625.00 per hour	Cancellation:	\$5,000.00 per day	Cancellation Period:	14 days	Comment:	Full day rate for hearings: \$5,000.00 Travel time charged only for travel more than 30 miles from Downtown Los Angeles.
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