



Hon. Richard J. Sankovitz, ret.

Milwaukee / Chicago

Since leaving the bench at the end of 2018, Judge Sankovitz has served as a full-time mediator and arbitrator. He has presided over more than 350 mediations and dozens of arbitration, special master and umpire proceedings. The settlements he has brokered total more than \$60 million in the aggregate.

Judge Sankovitz presided for 22 years as a circuit court judge in Milwaukee County. He served more than ten years in assignments devoted exclusively to civil and family disputes. He presided in almost 300 jury trials. He is among the most experienced and highly regarded former members of the faculty of the state Judicial College.

Judge Sankovitz won distinction for his efficient, fair management of courtroom proceedings and for thoughtful written decisions. Twice Judge Sankovitz was recommended by the Wisconsin Federal Nominating Commission and Wisconsin's Senators for nomination to the United States Court of Appeals for the Seventh Circuit and once for nomination to the United States District Court for the Eastern District of Wisconsin.

Before taking the bench he was a shareholder in the law firm of Whyte Hirschboeck Dudek (now the Milwaukee office of Husch Blackwell). Before that he worked as an associate at Jenner & Block in Chicago, Illinois. His practice concentrated in business and commercial litigation. He counseled and represented clients from across the country, both plaintiffs and defendants, in a wide variety of antitrust, distribution, health care, products liability, environmental and municipal disputes. His experience as an advocate ran the gamut from arbitration to appeal, including in the United States Supreme Court.

Judge Sankovitz is a contributing author to the State Bar treatise, "Contract Law in Wisconsin," (State Bar CLE Books, 5th ed. 2019); he authored and edits Chapter 5, "Contract Interpretation and the Parol Evidence Rule."

In 2007, Judge Sankovitz presided over the historic five-week jury trial in *Thomas v. Atlantic Richfield Co., et al.*, the first in the nation in which the liability of lead pigment manufacturers was tested under a risk contribution law. For his work in this case, among other accomplishments, he was recognized by the *Wisconsin Law Journal* as a "Leader in the Law."

In 2007 and 2008, he presided over the approval of settlements in consolidated antitrust class actions involving Microsoft Corporation, and an ensuing fee dispute; his rulings were upheld on appeal in *Bettendorf v. Microsoft Corporation*, 2010 WI App 13, 323 Wis. 2d 137.

His decisions have won praise from the court of appeals. In *State v. Lipscomb*, 2009 WI App 174, 322 Wis. 2d 573 (unpublished), for example, the court wrote, "We quote the trial court's decision at length because if ever there were a trial court decision that set forth a thorough, thoughtful, reasoned basis for its ruling, it is this one."

continued

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Biography

Resolute Systems, LLC
January 2019 – present

Circuit Court Judge, Milwaukee County Circuit Court
1996 – 2018
Presided in Civil, Family and Criminal Divisions

Whyte Hirschboeck Dudek S.C.
Milwaukee, Wisconsin
1986 -1996
Shareholder

Jenner & Block LLP
Chicago, Illinois
1984 -1986
Associate

Hon. Terence T. Evans
U.S. District Judge, E.D. Wis.
Milwaukee, Wisconsin
1983 -1984
Law Clerk

Education

Marquette University, B.A., 1980
Harvard Law School, J.D., 1983

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Professional Memberships

State Bar of Wisconsin
Milwaukee Bar Association

Mediation Training

Pepperdine University Straus Institute
for Dispute Resolution Advanced
Mediation Training, Eric R. Galton and
Tracy L. Allen.

Advanced Attorney - Mediator Training,
Association of Attorney – Mediators.

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Judge Sankovitz has extensive experience in a wide variety of disputes as a mediator, arbitrator, special master, judge and attorney:

- Contracts (including construction, employment, real estate and UCC)
- Leases
- Warranties
- Insurance (including coverage and bad faith)
- Employment (including wrongful termination and employment covenants)
- Corporate governance, shareholder and fiduciary disputes
- Partnership
- Mergers and acquisitions
- Tortious interference
- Misrepresentation and fraud (including securities)
- Antitrust, distribution and dealership
- Construction defects
- Product liability
- Professional liability (including attorney, accounting and engineering malpractice)
- Negligence and personal injury (including asbestos claims)
- Intellectual property
- Bankruptcy and receivership litigation (including preference and fraudulent conveyance)
- Class action litigation
- Consumer
- Defamation, libel and slander
- Attorney fee disputes
- Tax assessment
- Eminent Domain
- Divorce



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Notable Cases & Legal Rulings

State v. James Lipscomb, 2009 WI App 174, 322 Wis. 2d 573 (unpublished)

In its decision affirming the denial of the defendant's motion for a new trial based on newly discovered evidence and ineffective assistance of counsel, the court commented, "We quote the trial court's decision at length because if ever there were a trial court decision that set forth a thorough, thoughtful, reasoned basis for its ruling, it is this one."

Russell Brenner v. National Casualty Company, 2015 WI App 85, 365 Wis. 2d 476

The court of appeals analyzed a variety of legal theories for holding a seller of real estate liable for injuries that take place after a new owner takes control of the property. The court of appeals commented on Judge Sankovitz's analysis of one such theory. Quoting his analysis of the issue, the court wrote, "The circuit court, in a thoughtful and well-articulated decision, ruled as follows . . . We absolutely agree."

James N. Kroon v. Wisconsin Central, Ltd., 2009 WI App 77, 319 Wis. 2d 235 (unpublished)

In its decision affirming a jury verdict in favor of a freight conductor injured on a locomotive, the court commented, "[t]he trial court denied each of the Railroad's post-verdict claims in a particularly thorough and well-reasoned analysis."

Gerald Rieder v. Milwaukee County, 2015 WI App 58, 364 Wis. 2d 526 (unpublished)

In its decision affirming Judge Sankovitz's interpretation of a labor agreement concerning whether retirees were entitled to free health insurance, the court commented, "In a thorough, well-reasoned oral decision, the circuit court granted summary judgment to the County."

E-L Enterprises, Inc. v. Milwaukee Metropolitan Sewerage District, 2009 WI App 15, 316 Wis. 2d 280, rev'd, 2010 WI 58, 326 Wis. 2d 82

In its decision affirming Judge Sankovitz's denial of the defendant's post-verdict motions in an inverse condemnation damages case, the court of appeals wrote, "we have been assisted by the circuit court's cogent analyses of the complex issues with which it had to deal."

Maynard Steel Casting Co. v. Michael Sheedy, 2008 WI App 27, 307 Wis. 2d 653

In its decision affirming Judge Sankovitz's decision to order the disgorgement of a portion of a contingent attorney's fee, the court wrote, "We are aided in our review by a thorough, well-reasoned and well-documented decision provided by the trial court."

A.O. Smith Corporation v. SPX Corporation, 2007 WI App 19, 298 Wis. 2d 548 (unpublished)

In its decision affirming summary judgment to the seller in a dispute over whether the indemnification clause of a stock purchase agreement made in 1972 covered asbestos claims that arose decades later, the court wrote, "we first note that although our review is de novo, we find the trial court's analysis of the issue to be very helpful, not only because it is exceptionally thorough, but also because both sides . . . addressed it in great detail."

Numerous times the court of appeals adopted my reasoning as its own, sparing the court from having to write a separate. See, e.g., *State v. Frederick Moore*, 2012 WI App 118, 344 Wis. 2d 520 (per curiam).



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