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The subject matters of Mr. McLennon's cases include:

- Commercial landlord-tenant disputes
  - Construction defect actions
  - Contract disputes
  - Defense of licensure disciplinary proceedings
  - Defense of public entities, general contractors, subcontractors, premises owners, manufacturers, professionals, corporations, and individuals in personal injury actions
  - Indemnity among contractors
  - Insurance bad faith
  - Insurance subrogation and equitable contribution among carriers
  - Mechanic's liens
  - Partnership disputes
  - Payment issues under construction contracts, including delay claims
  - Unfair business practices, and business torts
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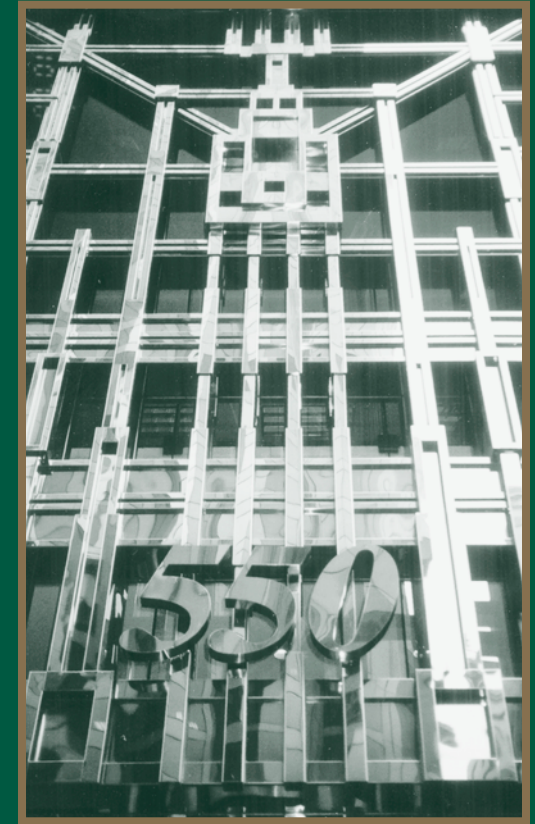
In addition to his mediation and trial experience, Mr. McLennon has prosecuted and defended numerous appeals. He has briefed and argued several cases in the California Court of Appeals, including four cases resulting in opinions published in the law books in the State of California. He enjoys writing and speaking. His writing includes the editing of a 600-plus-page book on the law of Texas Medical Malpractice and numerous articles for associations and for Mr. McLennon's former law firm's quarterly legal newsletter.

Mr. McLennon graduated from the University of Michigan in 1981 (B.G.S.) and the University of Houston Law Center in 1985 (J.D.). He served as the Publications Editor while with the *Houston Law Review*. He is a member of numerous trade associations including Associated General Contractors of America, American Subcontractors Association, Building Industry Conference Board, and Marin Builders' Association.



**MCLENNON LAW CORPORATION**

550 California Street  
Sacramento Tower, Suite 700  
San Francisco, California 94104  
Tel 415/394-6688 ■ Fax 415/394-6687  
mlc@mclennonlaw.com ■ www.mclennonlaw.com



**Smaller  
legal  
dispute?**

*Don't run to your  
lawyer, turn to a neutral.*

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## Mediation without lawyers resolves disputes quicker and saves money.

*For those disputes where the amount at issue is too small to justify litigation but too large to walk away from, mediation without lawyers is an economical solution. When contracting parties seemingly cannot resolve a dispute, the natural reaction is to escalate the problem by going to their lawyers. Resist this temptation and suggest instead hiring a mediator.*

Benefits include:

- Agreeing to mediation is itself positive movement toward resolution;
- The parties control the process and the outcome;
- The process is confidential, and the parties control how much information is disclosed to the other side;
- The parties split the mediator's fee, instead of each bearing attorneys' fees;
- The parties save time and money by focusing issues under the mediator's guidance;
- The parties present their own cases;
- The mediator assists the parties to evaluate the strengths and weaknesses in their cases;
- The mediator assists the parties to reach a fair compromise;
- The mediator may, if the parties desire, render a final, binding decision; and
- The mediator renders the parties' resolution into a court-enforceable document.

The parties win even if they do not reach agreement through mediation, because they will have identified the key issues and evidence, minimizing their attorneys' time in any later proceedings.

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**Daniel F. McLennon**

*Mediator*

Daniel F. McLennon has resolved hundreds of cases through mediation, arbitration, and trial. Mr. McLennon frequently serves as a mediator or arbitrator for the courts of San Francisco and Marin Counties.

He has been in private practice since 1986, following a yearlong judicial clerkship with Justice Bill Cannon of the 14th District Court of Appeals in Houston. Mr. McLennon's legal career has focused on cases litigated in the State and Federal Courts in California, representing defendants and plaintiffs, alike. He has been awarded Martindale-Hubbell's "AV" rating, the highest rating in legal ability and ethics as established by confidential opinions of members of the Bar. His trials include those lasting one day to more than a month.