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Bronxville, New York

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Current Employer-Title Baker ADR - Independent Arbitrator and Mediator

Panelist Video <https://www.adr.org/videoresume?paramName=272375831>

Profession Independent Neutral and Attorney

Work History Arbitrator & Mediator, Baker ADR, 2016-Present; Alston & Bird, LLP, 2007-2015; Ropes & Gray, 2005-2007; Fish & Neave, 2004-2005; Marshall, Gerstein & Borun, 2001-2004; Head of Litigation, Sears, Roebuck & Company, 1997-2001; Partner, Nutter, McClennen & Fish, LLP, 1977-1996; Associate, Hale & Dorr, 1974-1976; Associate, Gibson, Dunn & Crutcher, 1972-1974.

Experience Full-time, independent arbitrator and mediator since 2016, but have been acting as neutral on a part-time basis for more than 40 years. From 2001 to 2016, specialized in patent litigation and other IP matters, but before that handled commercial and tort litigation of all types, including contract, franchise, product liability, partnership, antitrust, real estate, construction, class action, trade secret, employment, professional malpractice, and international claims.

After specializing in IP, handled numerous (1) patent infringement suits involving computer technology (including wireless communications, thin clients, Linux software, website search functionality, internet mapping services, and website encryption); (2) patent infringement suits involving biotech and pharma matters (including drug injection technology); (3) patent infringement claims involving multiple different types of other electronic equipment; (4) licensing matters of all types (including FRAND disputes); and (5) miscellaneous copyright, trademark, and trade secret disputes.

Mediator Experience Representative patent cases include claims with respect to a software model that valued fixed income securities; claims with respect to technology to predict the performance of untested chemical compounds; claim related to pharmaceutical patents; claims related to TSA luggage locks; and claims related to royalties due under patent licensing agreements, including claims related to standard-essential patents.

Representative trademark cases include issues related to fair use, geographical scope of trademark, use of common names, and reverse palming off.

Representative copyright cases include issues of fair use and use under license.

Representative theft-of-trade-secret cases include claims related to customer lists, technological inventions, and marketing strategy.

Numerous and varied breach of contract claims arising under commercial contracts of all types.

Numerous and varied employment claims, including wrongful termination, sex and age discrimination, and hostile work environment.

Product liability claims against car companies and other equipment manufacturers.

International cases including issues related to termination of franchise agreements and international manufacturing and supply agreement.

Construction claims including claims for defective construction and delay damages, including critical-path analyses.

Antitrust claims including group boycott and horizontal price fixing.

Varied class-action cases.

Mediator Style & Process Preferences I view my role as principally facilitative. It is necessary to understand not only the legal issues, but also to understand thoroughly the parties needs and interests, and to build trust with both sides. This means not prematurely injecting my own opinions into the case. However, if towards the end of the session the gap between the parties has sufficiently narrowed and both parties wish my thoughts, I am willing to give them. I have also on occasion supervised a joint session in which the parties collectively brainstorm difficult issues under my ground rules.

Education Harvard University (JD-1972); Yale University (BA-1968).

Professional Licenses Admitted to the Bar: California, 1972, Massachusetts, 1974, Illinois, 2002, New York, 2005; U.S. Supreme Court, 1980.

Professional Associations American College of Commercial Arbitrators; Chartered Institute of Arbitrators; London Court of International Arbitration; SVAMC; ABA; City Bar of New York; New York State Bar Assn.

Recent Publications & Speaking Engagements PUBLICATIONS:
Article on "Determining Patent Validity in International Arbitration," Vol. 3, No. 3, WORLD ARBITRATION AND MEDIATION REVIEW (2022); Book Chapter on "Arbitrability of Intellectual Property Disputes" in ARBITRATION OF INTERNATIONAL INTELLECTUAL PROPERTY DISPUTES, Juris Publishing (2nd ed. 2021); Book Chapter on "Class Action Arbitration," in INTERNATIONAL ARBITRATION IN NEW YORK, Oxford University Press, (2nd Ed. 2016); "Arbitrating IP Disputes," CONVERGENCE, Spring 2009; "The Supreme Court's Recent Ruling on the Permissible Scope of Review of Arbitral Awards and its Implications," TRENDS IN LITIGATION, Winter 2008; "Class Action Arbitration in The United States: What Foreign Counsel Should Know?" DISPUTE RESOLUTION INTERNATIONAL, IBA, June 2007; "Responding to Multiple- Defendant Patent Assertions: Techniques for Combating Patent Claims That Have Industry-Wide Applicability," IP LITIGATOR, July/August 2004; "The Lemelson Patents: A Retrospective," 14 INTELLECTUAL PROPERTY & TECHNOLOGY LAW JOURNAL, 1; "Internal Investigations," SUCCESSFUL PARTNERING BETWEEN INSIDE AND OUTSIDE COUNSEL, West Group Publishing, 2000.

SPEAKING ENGAGEMENTS:

Moderator, SVAMC program on UNCITRAL draft rules for hi-tech arbitrations, New York Arbitration Week, 2022; Debater SVAMC program on the Prague Arbitration Rules, New York Arbitration Week, 2021; Co-Moderator, SVAMC program on "Hot-Tubbing" of experts and Tribunal appointed experts, New York Arbitration Week 2020; Panelist, "International Arbitration: Trends and Opportunities," New York City Bar Association, New York. (2015); Presenter, "Fundamentals of International Arbitration," American Corporate Counsel (ACC) Annual Meeting, San Jose. (2014); Presentation in Beirut, Lebanon, at request of the World Bank, to law and business school faculties on benefits of including mediation courses in their curricula (2012); Panelist, "Recent Developments in Arbitration Time and Cost Management," CPR Annual Meeting, New York. (2009); Presenter, "International Arbitration Fundamentals," IBA Program on International Arbitration, New Orleans. (2009); Panel moderator, "Making Arbitration Faster, Cheaper and More Accountable," CPR Annual Meeting, New York (2008); Panelist "Learn How to Enhance your Mediation Skills to Better Represent Your Client," AIPLA Spring Meeting, Houston. (2008); Panelist, "Hot Topics in Mediation," IBA Annual Meeting, Buenos Aires. (2008); Panelist,

"Arbitrating IP Disputes, ICC Program on International Arbitration, San Francisco. (2007), "Frequently Encountered Business Issues in IP Mediation," IPO Annual Meeting, New York. (2007); Panelist, "Deal Mediation," IBA Annual Meeting, Singapore. (2007); Panelist, CIDRA, Symposium on International Arbitration, Chicago. (2003); Presenter, "International Discovery Techniques," PLI Program on International Business Litigation and Arbitration, New York. (2001-03); Panel moderator, "Comparative Analysis of Arbitration vs. Litigation to Resolve International Disputes, ABA program on Dispute Resolution in Asia, San Francisco. (1997); Panel Moderator, ABA Program on Comparative Analysis of International Arbitration Systems, Washington. (1997); Speaker and mock trial participant, ABA Program on Litigation and Arbitration in the Pacific Rim, Hong Kong (1995).

Locations Where Parties Will Not be Charged for Travel Expenses Willing to serve without travel costs in the greater metropolitan New York City area.

Mediation Rate \$500 Per Hour

Languages English

Citizenship United States of America

Locale Bronxville, NY

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

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

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