



AAA Mediation.org™

## **FN-1973141 MN-1973141 LN-1973141, Esq.**

Princeton, New Jersey



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<b>Current Employer-Title</b>	Laura A. Kaster LLC – Attorney Appropriate Dispute Solutions
<b>Panelist Video</b>	<a href="https://www.adr.org/videoresume?paramName=329089985">https://www.adr.org/videoresume?paramName=329089985</a>
<b>Professional Summary</b>	Intellectual Property Trademarks Telecom Technology Employment Securities Complex Commercial Disputes Attorneys' fees Insurance
<b>Profession</b>	Attorney, Arbitrator, Mediator; Adjunct Professor of Law
<b>Work History</b>	Attorney, Laura A. Kaster LLC, 2007 – Present; Adjunct Professor of Law, Seton Hall Law School, 2007 – Present; General Attorney and Chief Litigation Counsel, AT&T Corporation, 1997 – 2006; Partner/Associate, Jenner & Block, 1975 – 1997; Law Clerk, Hon. Frank M. Coffin, First Circuit Court of Appeals, 1973 – 1975.
<b>Experience</b>	Since 2007 has been a full time neutral arbitrating (as chair and wing) and mediating hundreds of commercial matters in technology, telecom inter carrier and billing disputes, complex term disputes, patent licensing, including life sciences, trademarks, insurance, securities, and attorneys fees. Has addressed matters under the United Nations Convention on Contracts for the Sale of Goods (CISG). Chair of a panel addressing disputes related to one of the largest data processing contracts and satisfaction of milestone requirements. From 2006-2018, served as the Trust Advisor to the Multimedia Patent Trust, which holds audio and video patents. Involved in licensing and complex

litigation efforts relating to those patents. Also teaches dispute resolution as an adjunct professor at Seton Hall Law School.

From 1997 to 2006, served as Chief Litigation counsel for AT&T Corp. and represented AT&T Labs in all of its litigation, including all intellectual property matters, was responsible for all AT&T appellate litigation, handled all AT&T patent cases, trademark and trade secret cases, and other intellectual property matters involving telecommunications, licensing disputes, software, internet, audio, and related technology. Served as AT&T's lead counsel on several seminal cases: AT&T v. Excel, a leading business method patent case, AT&T v. Microsoft, a patent case which was settled at trial with a novel carve out for an appeal, which ultimately went to the U.S. Supreme Court on the issue of damages for foreign sales, and AOL v. AT&T. Personally briefed and argued before the Fourth Circuit Court of Appeals, successfully defeating AOL's claim and establishing that "You've Got Mail" was generic for indicating the receipt of email.

In addition to intellectual property matters, was also responsible for complex litigations, mediations, and arbitrations, including class actions, post-closing disputes relating to AT&T's purchase and sale of significant businesses, such as its sale of satellite and submarine businesses with disputes ranging up to a billion dollars. Responsible for litigation that ultimately allowed AT&T to sell the Salt Lake Tribune, as well as numerous complex supplier, outsourcing, and major customer disputes, including several international arbitrations. Also responsible for class actions and class action appeals in employment and ERISA related disputes. Involved in establishing AT&T's consumer arbitration program. Established AT&T retention and email policies and was heavily involved in e-discovery.

During more than 20 years of practice at the national law firm of Jenner & Block, was exposed to a wide variety of complex disputes and developed special expertise in technology disputes and intellectual property, environmental cases, class actions, tax disputes, closely held companies and estate disputes. Undertook representations in many fee litigations and sanctions disputes.

### **Mediator Experience**

Served as mediator in over 125 matters, including telecom disputes, medical devices, partnership disputes, the securities industry, in retail services and sales businesses, construction disputes, insurance and indemnity disputes, healthcare business disputes, employment and commission disputes, complex commercial contract disputes and technology disputes, disputes involving long-term outsourcing or partnering arrangements.

### **Representative Issues Handled as a Mediator**

A wide variety of partner relationships, telecom disputes, medical technology licensing, Issues in construction disputes included asserted defects in performance relating to electrical and computerized systems, construction defects and calculation of payments. Issues in partnership disputes included contract construction, disputed oral agreements, division of assets and appraisals. Issues in the employment dispute involved asserted wrongful dismissal and age discrimination. A wide variety of complex commercial disputes.

### **Mediator Style & Process Preferences**

I am a facilitative mediator willing to assist the parties in evaluating their cases. I use all of the tools available in mediation. My goal is to assist both parties in achieving a result that would be as good as or better than their best alternative to a negotiated agreement based on a full exploration of the information available.

The preparation and participation of the parties is often key to resolving disputes. It is advantageous for the attorneys to prepare their clients to participate in the process and to examine before the mediation the litigation risk assessment, the costs of litigation, and the potential for a resolution that entails meeting needs that may not be addressed by the court in litigation. The status and outcome of prior negotiations should also be explored as well as information that may be critical to the opposite side to come to a resolution.

The process during the mediation is flexible and can be altered by the parties. However, the use of joint sessions is often helpful to forward the resolution and to permit the parties to feel fully engaged. It is also an opportunity for both parties and attorneys to see significant witnesses and to learn the needs of the opposing party that may be the key to resolving the dispute. When the parties and the mediators together determine that a caucus will be helpful, that will be undertaken. The ideal process will result in the parties themselves, with their counsel and the mediator, able to brainstorm to design the resolution based on the needs and interests disclosed during the process.

In situations where the parties will have an ongoing relationship, I will explore approaches and

processes that can improve the relationship going forward as well as resolve the specific issues presented. I view the presence of attorneys as trained problem solvers to be a complement to the process and respects their role in the process.

I teach dispute resolution processes at Seton Hall Law School and employ a wide-array of techniques as appropriate to the matter, including risk assessment, exploration of needs, and advice regarding the negotiation process.

<b>Technology Proficiency</b>	Mediation.com certification for online mediations and have conducted more than 10 online mediations and 5 online arbitrations.
<b>Education</b>	Boston University (JD, magna cum laude, notes editor, law review, Melville M. Bigelow Award ("for the greatest promise as a teacher and scholar in the law"); Tufts University (BA, Political Science).
<b>Professional Licenses</b>	Admitted to the Bar: Massachusetts (1973), New Jersey (2005), New York (2006), Illinois (1975-retired); U.S. District Court: Northern District of Illinois (1975); U.S. Court of Appeals: Federal, First, Second, Fifth, Sixth, Seventh, Tenth, and Eleventh Circuits; U.S. Supreme Court.
<b>Professional Associations</b>	College of Commercial Arbitrators (Fellow and Board member); Chartered Institute of Arbitrators (Fellow); New Jersey State Bar Association (Dispute Resolution Section, past Chair); NJ Academy of Mediators and Arbitrators; National Academy of Distinguished Neutrals American Bar Association (Dispute Resolution Section); New York State Bar Association (Chair-Elect Dispute Resolution Section; NY Dispute Resolution Lawyer, Co-Editor-in-Chief); Justice Marie Garibaldi Inn of Court (Past President); International Institute for Conflict Prevention & Resolution (Diversity Task Force); International Mediation Institute (IMI) Certified Mediator. Tech List Silicon Valley Arbitration and Mediation Center.
<b>Recent Publications &amp; Speaking Engagements</b>	<p>Co-editor and Chapter author, College of Commercial Arbitrators Guide to Best Practices in Commercial Arbitration (Juris 4th Ed. 2017) and; co- author "Arbitrating Technology Cases: Considerations for Businesspeople and Advocates", in Samaras (Ed) ADR Advocacy, Strategies, and Practices for Intellectual Property and Technology Cases (ABA 2017), and authored a chapter in David C. Singer, (Ed) Arbitrating Commercial Disputes in the United States (PLI 2018). The Lack of Diversity in ADR—and the Current Beneath by Laura A. Kaster and Theodore K. Cheng (The Benchers—March/April 2017) Progress on the NJ Mediation Front, NJ Law Journal (2013); Arbitrator Judgment, College of Commercial Arbitrators presentation 2012; "Improving Lawyer Judgment by Reducing the Impact of Client-Think, Dispute Resolution Journal (AAA 2012); "Confidentiality During and After the Proceedings" in Arbitration of International Intellectual Property Disputes, Thomas Halket, Ed. (Juris Publishing Inc., Sept. 2011); Co-Author, Definitive Creative Impasse-Breaking Techniques, Molly Klapper, Ed. (NYSBA 2011); "Cognitive Barriers to Valuing Your Case for Settlement or Mediation - Improving your Risk Assessment," New Jersey Lawyer (April 2011); "The Boundaries of Arbitral Power - A Doctrine Revisited, Kaster &amp; Archer, NY Dispute Resolution Lawyer (NYSBA 2011) "Getting to Federal Court Under the Federal Arbitration Act: Vaden v. Discover Bank," vol. 56, no. 4, The Federal Lawyer 52, May 2009; "Did You Agree To Arbitrate?", NY Dispute Resolution Lawyer (NYSBA 2008); "Unconscionability - Should we Revisit the Backdoor Challenge to Arbitration," NY Dispute Resolution Lawyer (NYSBA, 2008); co-author, ATTORNEY'S GUIDE TO THE SEVENTH CIRCUIT COURT OF APPEALS, ATS/CLE, 2006; "Business Method Patents - Litigation Issues," PLI, 2002; co-author, "Sanctions Under Supreme Court Rule 137, Suing and Defending Professionals in Illinois, PLI, 1997; co-author, SANCTIONS IN FEDERAL LITIGATION, Butterworth, 1991; "The Consequences of a Broad Arbitration Clause Under the Federal Arbitration Act," B.U.LAW REV., 1972.</p> <p>SPEAKING ENGAGEMENTS: College of Commercial Arbitrators; ABA Annual Dispute Resolution Section Meetings 2010-2015; PLI 2010, 2011; NJSBA Annual Meeting 2010, 2012, 2013, 2015; ADR Day 2011, 2012, 7th Annual Advanced Mediation &amp; Advocacy Skills Institute 2023, ABA Section of Dispute Resolution, 2009; "E-Discovery," NJICLE, March 2005; "Intellectual Property Appeals," DRI, 2004; "Intellectual Property," PLI, 2001 and 2002; ABA National Institute for Appellate Advocacy, 1982-86.</p>
<b>Locations Where Parties Will Not be Charged for</b>	New York Metropolitan area and Chicago, Illinois unless a hotel stay is required

## **Travel Expenses**

**Mediation Rate**                      \$750 Per Hour

**Languages**                              English

**Citizenship**                            United States of America

**Locale**                                    Princeton, NJ

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.