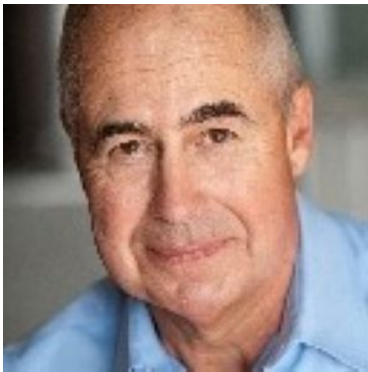




AAA Mediation.org™

**FN-2113164 MN-2113164 LN-2113164,  
Esq.**

Chicago, Illinois



**Current Employer-Title** James C. Munson - Sole Practitioner

**Profession** Attorney, Arbitrator, Mediator

**Work History** Arbitrator/Mediator, James C. Munson 2008 – Present; Partner Kirkland & Ellis LLP, 1975 – 2008; Associate 1970-1975; Law Clerk, U.S. District Court Eastern District of Wisconsin, 1969 – 1970.

**Experience** Thirty three year partner in Kirkland & Ellis LLP's commercial litigation practice. Lead trial and appellate counsel in arbitrations, mediations, trials, appeals, temporary restraining order and preliminary injunction cases.

FINANCIAL SERVICES: banking; accounting; insurance; securities; futures; private equity; trading; and investment banking. Clients included: banks; accounting firms; insurance companies; electric utility companies; private equity firms; trading companies; and investment banks.

TORT: product liability; mass tort; asbestos; tobacco; and automobiles. Clients included: manufacturing; tobacco; and automobile companies.

CONSTRUCTION: architect/engineers; construction managers; warranty claims; limitation of liability issues; schedule issues; equipment suppliers.

INSURANCE: claims management practices; claims service agreements; loss sensitive/retrospective premium; insurance regulatory; insurance coverage; director & officer insurance; property/casualty insurance; health insurance; ERISA; mortgage insurance; workers compensation insurance; professional liability insurance; errors and omissions insurance; and architect and engineer insurance.

HEALTH CARE: Payor/provider disputes concerning medical devices, medications, hospital discounts and Medicare administration; Medicare administration contracts; provider discounts to retirement plans; medical malpractice. Clients included health insurance companies, national association of health insurance companies, professional sports teams.

INSURANCE COVERAGE: allocation of loss among multiple insurers; primary/excess issues; trigger and number of occurrences issues; claims made policies; exhaustion of policy limits; toxic tort and hazardous waste issues; casualty and environmental coverage; professional liability; and employer liability issues.

MEDIA: libel and slander; confidential source privilege; prior restraint; cable tv; and fairness doctrine. Clients included: newspapers; magazines; broadcasters; and cable tv owners.

GOVERNMENT: bond power, fuel and sales taxes; election of US Senate replacement; transportation rate structure; zoning.

Additional areas include real estate, voting rights, and constitutional issues. Additional industries include: airline supplies; apparel; dairy; outsourcing; retail grocery; employment training; and professional sports.

## **Mediator Experience**

Mediator in payor/provider health care insurance dispute. Mediator in major municipality dispute with service provider. Mediation of dispute between major agricultural product producer and product processing contractor. Mediation of claim concerning sales and accounting consulting contract. Mediation of AAA trading loss case. Mediator in two separate AAA investment advisor disputes. Mediated AAA consumer loan claim. Mediator in physical therapy claims case. Hearing officer in Illinois Department of Insurance contested takeover and mediated settlement among acquiring company, target, target shareholders and Insurance Department.

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

Issues have included: the accounting and financial condition of acquiring and target company and transaction's economic treatment of shareholders of target company; oral contract; part performance; events of termination; estoppel, cost allocation practices, industry practice; trademark; events of contract activation; inventory valuation; payment advances; and predecessor contracts.

## **Mediator Style & Process Preferences**

The goal is early resolution to avoid the cost of litigation and the uncertainty of a litigated result. The process involves: identifying the most important issues; providing the principals with a forum to express their views about the dispute; looking for hidden issues and unseen opportunities for win-win resolution; looking for offers, solutions, and end points; evaluating claims and defenses if necessary; and attempting to break an impasse by suggesting resolutions. The mediator must be flexible and adapt to the particular circumstances, personalities, and issues of each individual dispute and custom make a process to best reach a prompt resolution.

## **Education**

University of Wisconsin (JD-1970); Yale University (BA-1966).

## **Professional Licenses**

Admitted to the Bar: Illinois (1971); U.S. District Court: Northern District of Illinois; U.S. Court of Appeals: Second, Seventh, Eighth, and Tenth Circuits; U.S. Supreme Court.

## **Professional Associations**

American Bar Association (Sections of Litigation and Dispute Resolution); Seventh Circuit Bar Association; Co-chair Intellectual Property Law Association of Chicago ADR committee, 2017-2019.

## **Recent Publications & Speaking Engagements**

Author, "Avoidable Due Process Confusion: Special Use Hearings in Illinois After Klaeren," 38 John Marshall L. Rev. 609, 2004. Speaker, "Resolving Major Vendor Disputes in the 90's: The Problems of Litigation and a Proposed Solution," Edison Electric Institute Legal Committee, May 1992.

## **Locations Where Parties Will Not be Charged for Travel Expenses**

Chicago metropolitan area.

## **Mediation Rate**

\$700 Per Hour

## **Languages**

English

## **Citizenship**

United States of America

Chicago, IL

## **Locale**

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.