

FN-5900903 MN-5900903 LN-5900903, Esq.

Westlake Village, California



Profession

Arbitrator, Private Judge, Mediator, Legal Consultant, Professor, Attorney

Work History

Adjunct Professor of Law - Arbitration in the United States, USC Gould School of Law, 2024; Independent Neutral, 2023-Present; Court Commissioner, Kern County Superior Court, 2021-2022; Firm Principal, Law Office of Anthony S. Khoury, 2011-2021; Associate Attorney/Of Counsel, The Kavinoky Law Firm, 2009-2010; Associate Attorney, Roxborough, Pomerance, Nye & Adreani LLP, 2007-2009; Contract Attorney, Bingham McCutchen LLP, 2007; Associate Attorney, Rose, Klein & Marias LLP, 2007; Deputy District Attorney, Solano County District Attorney's Office, 2005-2006; Certified Legal Research Assistant, Sacramento County District Attorney's Office, 2004.

Experience

During a legal career spanning more than 18 years, has handled a wide variety of complex civil cases, including class actions, in such areas as employment law, real estate, insurance bad faith, contractual disputes, and in general, business litigation. Managed law practice for 11 years, specializing in business, general civil, and employment litigation. Represented both employees and employers in matters involving wrongful termination, retaliation and discrimination under the Fair Employment and Housing Act (FEHA), wage and hour violations, including under the Private Attorneys General Act (PAGA), and whistleblower retaliation, among other types of claims. Gained a reputation as a very experienced and persistent litigator, but with impeccable ethics and professionalism, leading to appointment in 2021 as an alternate member of the State Bar of California's Committee on Professional Responsibility and Conduct (COPRAC).

Appointed to serve as a Court Commissioner by the Kern County Superior Court in 2021, presided over a multi-divisional court, which included the following calendars: preliminary hearings in criminal matters, family law, domestic violence restraining orders, civil harassment restraining orders, small claims, limited civil, unlawful detainer, traffic and juvenile traffic, and child support/AB1058. Regularly presided over bench trials in limited civil, small claims, family law, and traffic matters, as well as jury trials in misdemeanor criminal matters.

Currently serving as an independent neutral and legal consultant, specializing in employment law matters.

Mediator Experience

Completed training for Bench Conduct and Demeanor, and Judicial Ethics for Temporary Judges, in 2011, 2015, 2018, and 2020. Completed training for Unlawful Detainer Mandatory Settlement Conferences, and Personal Injury Virtual Mandatory Settlement Conferences, in 2019. Appointed as a Court Commissioner for the Kern County Superior Court in 2021. While serving as a Court Commissioner, created both a civil mediation program, as well as a family law voluntary settlement conference program, and presided over both programs on a weekly basis. Also presided over virtual Mandatory Settlement Conferences in unlimited civil matters, and presided over civil and family law bench trials, as well as criminal jury trials. After leaving the bench in December 2022, became a fulltime mediator, arbitrator, and private judge in both civil and family law matters.

Preferences

Mediator Style & Process Mediation briefs of no more than 10 pages in length (not including any exhibits which the parties may find useful to attach) are required at the very least three days in advance of the mediation. I also find it useful to schedule a brief telephone call with the lead attorney for each party the day prior to the mediation, in order to set basic ground rules and ask any follow-up questions based on the submitted mediation briefs. While I prefer that the mediation briefs be confidential, parties are of course free to share whatever information they would like with each other prior to the mediation.

> I tend to prefer conducting mediations entirely in caucus, but may occasionally ask the lead attorneys in some cases to consider a joint session if I believe that it may be productive. Mediations will generally be conducted via Zoom unless all parties and their respective counsel are available to attend in a mutually agreed upon location. I also ask that all lead attorneys have a draft settlement agreement ready and available at the start of mediation in case the parties are able to reach an agreement. If the parties are close but ultimately unable to reach an agreement at the end of a scheduled mediation session, I will routinely follow up with the parties at no cost to see if I can help facilitate an agreement without scheduling an additional session.

Technology Proficiency

Very proficient in Zoom and able to conduct arbitrations or mediations virtually.

Education

Pepperdine University, Caruso School of Law, Straus Institute (LL.M. Candidate in Dispute Resolution - 2024); Washington University, School of Law (J.D. - 2004); University of California, Los Angeles (B.A., with college honors - 2001).

Professional Licenses

Admitted to the Bar: California (2005).

Professional Associations Co-Leader, Southern California Mediation Association (SCMA) Professional Development Groups for Employment Mediation, and for Ventura and Santa Barbara Counties; Member, International Academy of Mediators (IAM) Mentorship Program; Member (Alternate), Committee on Professional Responsibility and Conduct (COPRAC) (since 2021), State Bar of California; Board Member, California Court Commissioners Association (CCCA) (2022); Member, California Judges Association (CJA) (2022); Member, California Asian-Pacific American Judges Association (CAPAJA) (2022).

Mediation Rate

\$7,500 Per Day

Languages

English, French

Citizenship

United States of America

Locale

Westlake Village, CA

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.