



AAA Mediation.org™

**FN-164433 MN-164433 LN-164433,  
Esq.**

New York, New York

**Current Employer-Title** Moses & Singer LLP – Special Counsel  
Julian S. Millstein ADR Services – Mediator and Arbitrator

**Profession** Attorney, Mediator, Arbitrator

**Work History** Special Counsel, Moses & Singer LLP, 2011 – Present; Mediator and Arbitrator, Julian S. Millstein ADR Services, 2011 – Present; Senior Counselor, Morrison & Foerster, 2008 – 2011; Partner, Thelen LLP (and predecessor firm, Brown Raysman Millstein Felder & Steiner), 1982 – 2008; Associate, Hughes Hubbard & Reed, 1978 – 1982; Systems Officer, Manufacturers Hanover Trust Company, 1973 – 1977; Systems Analyst/Project Manager, Computer Applications Inc./Programming Methods Inc., 1966 – 1973; Computer Programmer, Metropolitan Life Insurance Company, 1965 – 1966.

**Experience** As an advocate, represented clients in large scale business transactions. As manager of a law firm and in active practice, familiar with all aspects of business, including accounting, management, employment, and HR, investment, billing and collection, M&A, real estate, partnerships and corporate organization and governance. Negotiated complex computer-related matters and outsourcing matters, including international and enterprise software licensing and distribution, software development, system integration, implementation services, ERP Systems, data warehousing, web site development, turn-key solutions, Master Services agreements, e-Commerce solutions, consulting agreements, mobile applications, IT outsourcing ("ITO"), business process outsourcing ("BPO"), facilities agreements, finance & accounting outsourcing ("F&A"), patent, copyright and trademark licensing and transfer, NDA's and trade secret protection, joint venture agreements, university technology licensing, domain name disputes, domain name transfers, technology transfers, M&A, venture capital and similar matters. Clients included global, mid-market and entrepreneurial finance, manufacturing, pharmaceutical, healthcare, insurance, consulting, telecommunications, e-Commerce, publishing, logistics and retail enterprises. Matters from \$100 Thousand to \$5 Billion. Largest transaction involved delivery of telecommunication services globally in over 50 countries, for a ten-year period, including the use of over 5000 employees, and involving the transfer of thousands of agreements and licenses. Litigation experience includes contract breach and commercial disputes, antitrust, licensing, and enforcement of intellectual property rights, including copyright, trademark, domain names and trade secrets. As an advocate, represented clients in numerous mediations and arbitrations. For example, represented a major financial institution in an arbitration concerning the value of a wholly-owned software subsidiary, represented a Big 4 Accounting firm in mediation of a dispute with a co-venturer involving contract breach and antitrust claims, and in a multi-party dispute involving software development. Law firm management experience includes management of growth of firm from three attorneys to AmLaw 200 status, co-management of AmLaw 100 firm. Prior to law, business experience included project management, system design, computer programming, testing and maintenance of computer software solutions. Adjunct Professor of Law, Fordham University School of Law (1991 – 2005).

Chambers USA (2003-present), "Senior Statesman" Outsourcing (Nationwide), "Senior Statesman" Technology and IT Outsourcing (New York); Chambers Global (2002 – present), "Senior Statesman" Outsourcing; Best Lawyers in the US (2005 – present); Best Lawyers "Lawyer of the

Year, Technology or Information Technology, in New York City area for 2013, 2015, 2019; Super Lawyer, New York (2006 – present); Who'sWhoLegal, Internet & E-Commerce (2002-present).

## **Mediator Experience**

Active neutral mediator for 14 years; over 100 disputes. Neutral mediation experience includes cases involving information technology, software licensing, sourcing and outsourcing, legal fees, partnership buy-outs, and employment. Examples include:

A dispute between an international software licensor and an international satellite television provider in connection with alleged breach of exclusive licensing rights and alleged royalties payable.

A litigated dispute between a real estate investment partnership and a withdrawing institutional investor regarding the appropriate valuation of the investment.

A sourcing dispute between a purchaser and seller under an exclusive contract.

A dispute involving a law firm and its former client regarding claims of fees due and legal malpractice, and including allegations of misconduct involving a separate transaction.

A dispute involving an executive, the executive's former employer and new employer regarding allegations of theft of trade secrets, breach of a non-competition covenant, and amounts due under a separation agreement.

A dispute between a hospital system and its IT software and hosting provider in connection with alleged material breaches of contract.

A dispute between an advertising agency and a provider of outsourcing services alleging contract breach and fraud.

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

Issues in technology cases generally center around disputes over contract terms of license agreements, including grants of exclusive rights in software or other technology, alleged "failed systems" claims cases when complex software systems fail to perform to expectations, and similar issues. Intellectual property claims include breach of confidential information and theft of trade secrets among competitors and their employees. Joint Venture issues include valuation of departing partner's share, amid various breach allegations when the venture fails to meet performance or profitability expectations, or ongoing management has been compromised.

## **Mediator Style & Process Preferences**

I do not have a "one size fits all" approach to resolving disputes. My role as a mediator is to assist the parties to find a solution - the parties and their counsel must "own" the process, and trust the mediator. A given mediation may require a "less is more" approach or a more directed approach on the part of the mediator, depending on the sophistication of the parties, their need to hear from each other or from a neutral, and many other factors. Often a solution to the dispute is only visible when the parties are open to creative ideas, even if those ideas will not necessarily be those adopted in the final agreement. My approach is to understand the real business interests of the parties, and to ensure that those interests become an important part of the process, over time supplanting the other issues that drive the parties' behavior. I believe that mediation involves hard work, determination and excellent communication and listening. As both a litigator and a transactional lawyer during my 40 plus years of practice, I have a good grasp of the potential pitfalls of litigation as well as the value of interest-based negotiation. The bottom line of my approach, however, is that my faith in my experience drives my approach: knowing when a suggestion or direction likely will be helpful, and when it would not; knowing how to let the parties communicate in joint session, and when to caucus; knowing how to let the process play out to a successful conclusion.

## **Education**

Fordham University School of Law (JD, cum laude-1978); Brandeis University (BA, Mathematics-1965).

## **Professional Licenses**

Admitted to the Bar: New York (1979), New Jersey (1994-inactive); U.S. District Court: Southern and Eastern Districts of New York; U.S. Court of Appeals: Second and Ninth Circuits.

## **Professional Associations**

Association of the Bar of the City of New York, Committee on Alternative Dispute Resolution (2010-2012); New York State Bar Association, Committee on Internet and Technology Law of the Business Law Section (1981-2008; Past Chair), New York State Bar Association, Dispute

Resolution Section, Committee on Mediation.

**Recent Publications & Speaking Engagements**

Co-Chair, ADR Workshop, Outsourcing World Summit, IAOP, 2012; Co-author, DOING BUSINESS ON THE INTERNET, Forms and Analysis; Law Journal Press, 1997 and updated semi-annually; editor-in-chief, "Computer Law Strategist, Multimedia & Web Strategist, e-Commerce Law & Strategy," LEADER PUBLICATIONS, 1984 – 2000; numerous articles in Institutional Investor, Banking Systems, and other trade publications, 1982 – Present.

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

New York City Metropolitan Area

**Mediation Rate**

\$590 Per Hour

**Languages**

English

**Citizenship**

United States of America

**Locale**

New York, 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.