



AAA Mediation.org™

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San Antonio, Texas



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Current Employer-Title Law Offices of John K. Boyce, III – Attorney

Panelist Video <https://www.adr.org/videoresume?paramName=276023981>

Professional Summary Legal and arbitration experience in complex commercial/ corporate transactions and business purchases and sales, indemnities, derivative actions. Experience in health care disputes with medical practices, hospitals, insurance companies/ benefit plans, pharmaceutical companies and benefit managers. Skilled in disputes involving energy, including pipeline and reservoir characteristics disputes. Extensive experience in investment management and securities, and real estate development disputes.

Profession Attorney; Domestic and International Arbitrator and Mediator

Work History Attorney, Law Offices of John K. Boyce III, 1990 – Present; Attorney, McCamish & Loeffler, 1986 – 1990; Attorney, Bishop & Payne, 1978 – 1986;

Experience Over 40 years in commercial transaction and litigation practice in state and federal trial and appellate courts. Extensive experience in the formation, maintenance, merger, and acquisition of a variety of business entities: corporations, limited liability corporations, limited partnerships and preparation of various agreements connected therewith: cross-purchase, buy-sell, redemption, sale and leaseback transactions; preparation of securities memoranda and related compliance work; extensive commercial litigation for both lenders and borrowers involving financial transactions, lending agreements, guaranties, mortgages, secured transactions, contracts, and real estate; creditor's rights representing large publicly-held equipment lessors and financiers in collection matters; forensic accounting and professional malpractice.

Represented both landowners as well as companies in broad area of disputes involving royalties, lease formation, interpretation of deeds, leases, conveyances; disputes involving mineral ownership and easements, production contracts, drilling contracts, private placement offerings, operating

agreements, long-term gas contracts and pipelines; handled regulatory disputes with the Texas Railroad Commission and Federal Energy Regulatory Commission involving pipeline and transmission lines and natural gas pricing.

Chairman of the Board and General Counsel for family office engaged in oil & gas, alternatives, ranching, and investments; serves on several private equity funds and non-profit boards.

Mediator Experience

Mediated 750 cases for the last 20 years in following areas: commercial, corporate, securities, construction, healthcare, banking, financial services, and employment disputes with the breakdown as follows 65% commercial/securities/investment, 10% insurance, 15% probate, 5% employment, 5% miscellaneous; mediation in numerous commercial disputes including stock purchase agreements, redemption agreements, “leveraged” buy-outs, negotiable instruments, lending agreements, guaranties, foreclosures, real estate, oil and gas operations and other contract disputes, accounting fraud, investment securities and customer/broker disputes, breach of fiduciary duty as well as slander, worker’s compensation, accounting malpractice, and personal injury.

Representative Issues Handled as a Mediator

Resolution experience in the following disputes:

Whether a change of control or ownership in upstream, international entities triggered accelerated royalties for specific technology under the transfer provisions of an asset purchase agreement;

Breach of “earn-out” provisions of IP acquisition agreement which turned on issues of infringement and invalidity of underlying medical device patents, fraudulent inducement and tortious interference;

\$135mm dispute between one of four major oil companies against a multinational pipe manufacturer regarding alleged defects of high pressure oil and gas pipeline; this raised technical engineering issues over pipe manufacture and damages models calling for full field replacement which turned on field reservoir characteristics, such as pressure, temperature, mixture composition, decline curves, as these factors impacted on the suitability of pipe;

Breach of defense/indemnity provisions of an purchase and sale agreement/assignment regarding obligations for third party "pass-through" liability for environmental claims in underlying leases;

Real estate developer in dispute with competing developer and lender over allegations of antitrust, tortious interference, and federal bank tying act violations

Defrauded investors, in complex schemes, and professional liability carrier involving novel coverage issues in the enforcement of an existing arbitration award

Multimillion dollar dispute involving 80+ parties growing out of the sale of series of interrelated limited partnership interests in high tech ventures which turned on issues of federal and state securities laws, breach of fiduciary duty, and complex accounting claims;

Fiduciary negligence and fraud in connection with investment management firm’s (“feeder fund”) failure to perform due diligence over hedge fund investments;

Claims between former owners and management team under a leveraged buy-out and redemption agreement concerning issues of breach of contract, breach of fiduciary duty, officer and director liability and accounting claims;

Claims of professional negligence against accounting firm for failure to identify related party and control relationships in Chinese subsidiary of US public company and failure to provide appropriate accounting advice to resolve issues stemming from whistleblower emails;

Competing claims of fraud, breach of contract, and complex accounting over twenty-five real estate projects each subject to a master development agreement and a Delaware series LLC operating agreement;

Breach of contract and FDA regulations in the manufacturing of oncology drugs by pharmaceutical firm;

Breach of FDA regulations in manufacture of medical device by Korean affiliate of public company

Determination of "fair value" of dissenting minority interest in bank holding company resulting from "squeeze out" and involving technical issues of appraisal methodology;

Breach of contract, fiduciary duty, and accounting between physicians under limited partnership agreement;

Breach of covenant not to compete between physician and radiology group;

Claims of fraud, breach of contract, professional negligence and conspiracy in connection with "abusive" tax shelters

Breach of indemnity provisions of asset purchase agreement between two hospitals and management company re: claims of misallocation of Long Term Acute Facility (LTAC) and Private Hospital UPL Medicare Program funds and certification issues of LTAC facility;

Breach of recruiting contract and employment contract between hospital and physician re: alleged violations of Stark II regulations and Anti-Kickback statute

Breach of Network Participation Agreement between physician and HMO re: payor/provider reimbursement

Extensive additional experience involving negotiable instruments, investment securities, incl

Mediator Style & Process Preferences Mediation is ultimately about getting parties to the table to talk and focus on the "real" - not legal-issues driving the dispute for which they are willing to spend huge fees. I generally start off in a more facilitative mode directed by the parties. As the mediation goes on, I shift, usually prompted by the parties because of stalemate, into more evaluative mode. I have had vast experience as an arbitrator and can size up a case relatively quickly and succinctly.

I consider it critical to get parties to "take ownership" of the problem; in some instances, they have turned responsibility over to attorneys who do not work actively to resolve a conflict. I avoid prepared statements. At all segments of the mediation I force the parties (and their attorneys) to engage in risk analysis including the futility of leaving their fate into the hands of a judge or jury. I get parties to take ownership of their settlement through designing its details because they then have an investment in its success.

I expect the parties to act in good faith and to not see mediation cynically as just another step in the process. I expect advocates to know their cases and not me teach it to them.

I insist on an opening session if at all possible.

Technology Proficiency Familiar with and have used Zoom and Loop-Up platforms.

Education University of Texas at Austin (JD-1978; BA, Economics, with high honors, Phi Beta Kappa-1975).

Professional Licenses Admitted to the Bar: Texas (1978); U.S. District Court: Western, Southern, and Northern Districts of Texas; U.S. Court of Appeals, Fifth Circuit.
Registered Investment Advisor, Texas Securities Board (Series 65 License-inactive).

Professional Associations Past Chair, Alternative Dispute Resolution Section, State Bar of Texas; Fellow, College of Commercial Arbitrators (Director since 2019); Fellow, National Association of Distinguished Neutrals; Chartered Institute of Arbitrators (MCI Arb); Chair, Texas Arbitration Council; Association of Attorney-Mediators (AAM); member, State Bar of Texas MCLE (Chair 2020-2022) and CLE committees; College of the State Bar; Texas Bar Foundation (Life Fellow); San Antonio Bar Association; Texas Monthly "Super Lawyer"; Pepperdine University School of Law (Adjunct Professor, 2011).

Recent Publications & Speaking Engagements PUBLICATIONS:
Author, "Keeping Arbitration Safe for Texas", NEW YORK RESOLUTION LAWYER (2018)

Co-author, "Guide to Best Practices in Commercial Arbitration) (4th Edition)(2017) - (College of Commercial Arbitrators)

Co-author, "Arbitration Texas Style", presentation to the 2017 and 2015 Session of the Texas Legislature

Author, "Has Positive Software Been Positive for Disclosure?", American Arbitration Association, Dispute Resolution Journal, Vol. 68, No.2 (2013)

Author, "What Solo Litigators Need to Know About Arbitration", Texas Bar Journal, Vol. 76, No.11 (2013)

Case Studies at Arbitration Roundtables, State Bar of Texas, February and January, 2010

SPEAKING ENGAGEMENTS:

Speaker, San Antonio Bar Association, "Best Practices in Mediation" (2023)

Speaker/author, "The Preliminary Hearing is Anything but Preliminary", Advanced Arbitrator Toolkit, State Bar of Texas (2019)

"Arbitration Mechanics" State Bar of Texas, ADR Annual Conference (2019)

"The Pathological Arbitration Clause" and moderator of panel discussion, "State of Commercial Arbitration", State Bar of Texas Advanced Business Conference (2017)

"The Preliminary Hearing in Arbitration: International versus Domestic Perspectives", State Bar of Texas, ADR Road Show (2016)

Faculty, "Deflategate and Selected Issues in Arbitration", State Bar of Texas Construction Law Section Annual Conference (2016)

Faculty, AAA Panel Dynamics: Staying on Course When Things Don't Go as Planned (2015)

"Legislative Update" Arbitration", State Bar of Texas Annual Convention (2015);

Speaker/author, "Use of Arbitration Use in Fiduciary Disputes", State Bar of Texas, Fiduciary Litigation Conference (2014)

Faculty, AAA Panel Dynamics: Effective Techniques for Panelists 2014

Arbitration Update, State Bar of Texas, Business Disputes Conference (2014)

"The Preliminary Hearing and Discovery," AAA/CCA Managing a Successful Arbitration

Course director and speaker, "Conducting Your First (or Next) Arbitration", State Bar of Texas (2013)

Speaker/author, "How to Write a Bad Arbitration Clause", State Bar of Texas, Advanced Business Law conference (2013)

"Arbitration of Employment Disputes", State Bar of Texas, Essentials of Business Law (2013)

For older Publications and Speaking Engagements, see "Presentations & Publications" at BoyceADR.com.

Mediation Rate

\$550 Per Hour

Languages

English

United States of America

Citizenship

Locale

San Antonio, TX

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.