



AAA Mediation.org™

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Brooklyn, New York

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Current Employer-Title Independent Arbitrator and Mediator

Panelist Video <https://www.adr.org/videoresume?paramName=279569825>

Work History Retired Partner, Covington & Burling LLP, 1999-2011; Director of Litigation, UBS Warburg (North America), 2001; Partner, Howard Smith & Levin, 1998–1999; Partner, Howard Darby & Levin, 1983–1998; Associate, Davis Polk & Wardwell, 1972–1983; Law Clerk, U.S. District Judge Murray I. Gurfein Southern District of New York, 1971–1972.

Experience Twenty-three years of experience in high-conflict, multi-party disputes with experience falling into the following categories:

Securities, financial institutions, instruments and trading, hedge funds, derivatives, securities clearing, investor claims, investment management and broker-dealer issues.

Mergers and acquisitions, including proxy and related issues, investment banker/client disputes, post-closing claims and corporate and partnership break-ups (including family-held businesses).

Employment and partnership disputes (including investment, law, accounting, architecture and design), corporate raiding, intellectual property, non-competition and non-solicitation, wrongful termination, compensation, defamation, race, sex, gender and ethnic discrimination, FLSA and state wage and hour laws.

Other domestic and cross-border commercial disputes, including public company auditing, insurance (including mortgage backed securities and M&A), banking, real estate, blockchain, digital assets, cryptocurrency, IT outsourcing, pharmaceutical, medical device and other patent licensing, architecture and design, aviation, defense contracting, art and auctions, energy/power plants, waste management, false advertising, unfair competition and internet-related claims.

Civil rights, including claims by persons in state care. Family, divorce and other relationship disputes.

In executive and investment disputes, experience includes interpretation of partnership and operating agreements, partnership accounting, tax, capital accounts, valuation and other buy-out terms, as well as sensitive issues of performance and personal misconduct.

Served on arbitration tribunals and has served as sole arbitrator in an ad hoc arbitration under International Rules of various arbitral institutions.

From time to time may be employed as an actor, including in film and TV. The name used as an actor is "JP Levin."

Mediator Experience	Twenty three years of experience in more than 200 matters mediating claims between domestic and international parties relating to patents held by medical device manufacturers, patent licenses between Japanese and U.S. pharmaceutical companies, trademark infringement of domain names, insurance on mortgage backed securities, aircraft maintenance agreements, a commercial lease in Europe, contract rights of competing defense contractors, distributorship termination and trademark infringement involving a family-held distributor and a large European manufacturer, auction house disputes with a major customer and a broker, purchases of auction rate securities, contracts to sell securities, the rights of joint venturers in commercial real estate investments and numerous business break-ups, and employment disputes involving raiding, non-competition, non-solicitation, FLSA and state wage and hour claims.
Representative Issues Handled as a Mediator	In securities matters, the liability of the originator and sellers of mortgage-backed securities to the insurer of those securities and the liability of an issuer of cryptocurrency. In medical device and pharmaceutical patent matters, the scope and validity of licenses. In a trademark matter, issues relating to internet marketing. In commercial real estate matters, tax issues and rights of off-shore entities and individuals. In a distributorship termination matter, issues included enforceability of oral promises, course of conduct, custom and practice in the trade, breach of fiduciary duty and trademark infringement. In the break-up of a service business, issues included accounting for contributions to the business and determination of ownership interests, non-competition and non-solicitation. Contract issues are common to many mediations, as are questions of the amount and provability of damages. Particularly effective in high conflict situations and understanding relationship issues that often impede resolution, including relationships among individuals on one side of a mediation, such as differences between business associates (especially family members) and problems between lawyer and client.
Mediator Style & Process Preferences	The process belongs to the parties. It is their dispute and their resolution. The mediator should not force parties to confide particular matters or discuss particular issues. Nor should the mediator expand his role (e.g., engage in evaluative mediation) without the permission of the parties. At all times, the mediator should be truthful and candid with the parties and not bully or manipulate them. The mediator should use all of his or her experience, skill and expertise to assist the parties in imagining and considering potential resolutions. In doing so, the mediator should maintain an environment of respect. Recognizing that parties to a mediation are often inflexible at the outset, the mediator understands that discussing business interests and motives may ease the process of finding resolution and that this may take time. The mediation process should begin as soon as the mediator is authorized, and this may include telephone calls and/or meetings with the individual parties and their counsel well in advance of formal mediation sessions. In this way, the mediator is most prepared to take advantage of the time when the parties are together. The mediator must gain the trust of the parties, including trust in the mediator's commitment to the resolution of the dispute. The mediator should work hard to maintain momentum, which may mean frequent calls to the attorneys and parties. At the same time, the mediator must recognize when time needs to pass and when further efforts will not be helpful or may even be harmful. All along the way, the mediator may need to change approaches as the process unfolds.
Education	University of Pennsylvania (JD-1971); Rutgers College (BA-1968).
Professional Licenses	Admitted to the Bar: New York (1972), New Jersey (1972); U.S. District Court: Southern (1972) and Eastern (1972) Districts of New York; U.S. Court of Appeals, Second Circuit (1972); U.S. Supreme Court (1992).
Professional Associations	<p>Fellow, College of Commercial Arbitrators; Fellow, Chartered Institute of Arbitrators; CPR: The International Institute for Conflict Prevention and Resolution (Executive Advisory Committee; Arbitration Committee; Mediation Committee; Banking & Financial Services Committee); International Arbitration Club of New York; Member, Silicon Valley Arbitration and Mediation Center; American Bar Association (Dispute Resolution Section, International Law Section; New York State Bar Association (Dispute Resolution Section); New York City Bar Association.</p> <p>Special Master of the Appellate Division, First Judicial Department (New York); Mediation Panel of the Commercial Division of Supreme Court New York County; Mediation Panel of the United States District Court for the Southern District of New York.</p> <p>Dramatists Guild.</p>

Recent Publications & Speaking Engagements

Judge Judith O. Hollinger ADR Program Third Annual ADR Symposium, "Current Issues in International Arbitration," Speaker, USC Gould School of Law, March 2018, 2014, 2016; Tutor, Fast Track Program to Fellowship in International Arbitration, Chartered Institute of Arbitrators, 2011, 2013, 2015, 2016, 2018; New York State Bar Association, Commercial Arbitration Training, Faculty; CPR Brazil Business Mediation Congress, São Paulo, Panel Member on Banking and Financial Services, April 2015; 2015 New York State Bar Association Dispute Resolution Section Panel, "Nothing But the Truth? Ethical Duties in ADR"; 2014 New York State Bar Association Dispute Resolution Section Panel, "Cross Cultural Mediation"; 2013 American Bar Association International Law Section Spring Meeting, Moderator, "Cross Cultural Mediation in Action: Exploring the Challenges of Using ADR in International Arbitration"; 2013 ABA Dispute Resolution Section Spring Conference, Panelist, "Is the Demand for Mediation Declining?"; 2013 Annual Meeting, CPR Institute for Conflict Prevention & Resolution, Co-Moderator, "Planning for Cost-Effective Dispute Resolution" and "In-House Counsel Workshop: Mediating the Complex Case / Developing and Implementing a Mediation-Based Resolution Strategy"; Co-Panelist, "What It Takes To Be An Effective International Mediator," International Arbitration Club of New York, May 2012; Co-author, "Mistakes Mediators Make," NEW JERSEY LAWYER MAGAZINE, New Jersey State Bar Association, April 2011; "Settlement Counsel," New York American Inns of Court, May 2009; "Mediation - Finding the Way Out," New York American Inns of Court, October 2008; Congress Moderator, CPR European Congress, Vienna, Austria, May 2008; Panelist, "Crafting Dispute Management Clauses as a Matter of Organizational Practice & Policy," 2008 CPR Institute Annual Meeting.

Mediation Rate

\$900 Per Hour

Languages

English

Citizenship

United States of America

Locale

Brooklyn, 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.