



AAA Mediation.org™

**FN-2511842 MN-2511842 LN-2511842,  
Esq.**

**Chicago, Illinois**



**Current Employer-Title** Jordan Associates - President  
Mandell Menkes, LLC - Of Counsel

**Professional Summary** Arbitrated numerous complex, multi-million dollar disputes, as the sole arbitrator and as the panel chair or a member. Have resolved numerous disputes as a mediator, many in the hundreds of millions of dollars. Worked as in-house counsel for 20+ years, serving as general counsel to three corporations, and currently as outside counsel. ADR and work experience focused on technology (hardware, software, IT services), retail and food processing, counseling corporations with high-value intellectual property assets. Also have significant employment experience, having overseen two corporations' HR departments, and had responsibility for executive employment agreements, compensation and terminations.

**Profession** Attorney, Arbitrator, Mediator

**Work History** President, Jordan Associates, 2004 – Present; Of Counsel, Mandell Menkes LLC, 2005 – Present; Senior Vice President/General Counsel and Secretary, PeopleSoft Inc., 1999 – 2004; Vice President and General Counsel, Sega of America Inc., 1994 – 1999; Partner, Carr & Ferrell, 1993 – 1994; Vice President and General Counsel, Worlds of Wonder Inc., 1987 – 1992; Assistant General Counsel, Dole Foods Inc., 1984 – 1987, Corporate Counsel, Beatrice Companies Inc., 1981 – 1983.

**Experience** COMMERCIAL TRANSACTIONS - Drafts and negotiates agreements documenting complex foreign and domestic transactions, including joint ventures, technology licenses, software development and implementation agreements, web services agreements, marketing, manufacturing, and outsourcing agreements, and distributor and sales representative agreements.

LITIGATION - Litigated commercial and intellectual property disputes. As in-house counsel, supervised outside counsels' handling of disputes related to failed software implementations, shareholder and consumer class actions, product liability and warranty claims, wrongful termination claims, and trade secret theft and IP infringement suits. Drafted pleadings and motions filed in the suits.

TECHNOLOGY - Drafts and negotiates technology, patent, trademark and copyright licenses,

covering software, hardware, content and other rights.

**INTELLECTUAL PROPERTY** - As in-house counsel, developed worldwide IP filing, maintenance, enforcement and antipiracy policies and handled trademark clearance, filings, and maintenance.

**EMPLOYMENT** - Advises on employment matters, including termination, harassment, option and benefit plans and executive compensation.

**CORPORATE GOVERNANCE** - Advises Boards of Directors. As in-house counsel, acted as corporate secretary, maintained minutes of meetings; implemented Sarbanes-Oxley compliance program.

**M & A** - Drafted and negotiated merger, acquisition and divestiture agreements of both public and private companies. Defended against prolonged hostile takeover attempt of PeopleSoft by Oracle Corp. Directed due diligence and worked on post-acquisition integration.

**REGULATORY COMPLIANCE** - As in-house counsel, oversaw SEC reporting and compliance for entities that were publicly-reporting. Responsible for other regulatory compliance, including compliance with the FCPA, FTC, FDA, antitrust, export licensing and internet privacy regulations. Handled government investigations. Advised on antitrust issues related to trade association participation, sales practices and distributor terminations. Oversaw advertising review and claim substantiation.

**BANKRUPTCY** - Counseled Worlds of Wonder, Inc. during Chapter 11 proceeding which ended in the company's successful restructuring and emergence from bankruptcy.

**MANAGEMENT** - Managed three legal departments; the largest was 95 professionals (40 attorneys) located in offices worldwide. Also managed Human Resources, Corporate Security and Real Estate Departments for PeopleSoft and Sega of America.

## **Mediator Experience**

Trained mediator who has been helping parties resolve disputes since 1994. Has mediated a variety of complex commercial and contract disputes, disputes related to technology licensing and implementation, patent, copyright and trademark infringement matters, disputes between shareholders in closely-held companies and employment disputes.

Member of the AAA Commercial Panel, the International Institute for Conflict Prevention & Resolution's (CPR) Panel of Distinguished Neutrals and included on the Northern District of Illinois' list of mediators available for the Lanham Act Mediation Program.

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

The typical types of disputes handled as a mediator include complex commercial and contract disputes, disputes related to technology licensing, software development and implementation agreements, patent, copyright and trademark infringement matters, disputes between shareholders in closely-held companies and employment-related disputes, particularly at the executive level.

## **Mediator Style & Process Preferences**

Mediation provides a critical opportunity to settle a matter and avoid the time and money that further litigation would entail. The process can also provide a clearer understanding of the other side's position, and gives a party the chance to re-evaluate its own case. As a mediator, I structure the process to make sure that this opportunity is not lost and to increase the chances that the matter will be resolved. Based on my experience, the success of the process is dependent on several key factors.

First, the mediator and the parties need sufficient information so that they can knowledgeably evaluate and work through various settlement proposals. Prior to mediation, I explore with the parties whether they need or want to share information in advance, or at least gather relevant information for their own review before coming together.

It is also important that representatives of each party with sufficient decision making authority attend the mediation and participate with counsel in joint sessions and conferences with the mediator. Clients need to hear the other side explain its case or counterclaim and the extent of its damages, a perspective on the dispute that a client may not have gotten from hearing his or her own counsel describe the relative merits of the case.

The mediator and the parties must commit enough time to explore potential outcomes for settlement. That doesn't mean a protracted mediation session, but the mediator does need time to understand the

dispute and work through issues that may be impediments to settlement. If a session is adjourned while the parties gather more information or clarify certain facts, the chances of a mediated settlement decrease significantly as the litigation proceeds in the interim. As a result, I work hard to get around or minimize the impact of obstacles that come up during a session so that the momentum for settlement is not lost.

In addition to providing a structure that facilitates resolution, the mediator has to help the parties understand the relative strengths and weaknesses of their cases and from that, the risks and costs of going forward. The mediator also has to assess what each party would consider paying or agreeing to do to resolve the dispute and then try to narrow the gap. This requires a mediator with sound judgment, broad substantive experience and the ability to quickly evaluate the pros and cons of various proposals the parties put forward. It also requires a level of creativity to be able to take a proposal or direction that seems promising and suggest ways that the parties can structure a deal that meets their goals and ultimately resolves the dispute.

I bring these attributes to the mediation process, as well as the structure that is needed, increasing the likelihood that the process will be successful.

<b>Technology Proficiency</b>	Proficient with remote hearing platforms, including Zoom. Have conducted numerous arbitration hearings and mediation sessions using Zoom. Maintain a Zoom account used in arbitrations and mediations without additional charge to the parties. Understand e-discovery technology. Have worked in technology for 30 years and have technology proficiency generally.
<b>Education</b>	Northwestern University (BA 1973); DePaul University College of Law (JD 1980).
<b>Professional Licenses</b>	Admitted to the Bar: California (1984); Illinois (1980).
<b>Professional Associations</b>	American Bar Association; DePaul University College of Law Advisory Board for the Center for Intellectual Property Law and Information Technology; Trustee, Early Dispute Resolution Institute.
<b>Recent Publications &amp; Speaking Engagements</b>	<p>Frequent lecturer on commercial, technology and intellectual property licensing, ethics and e-discovery topics for several national legal CLE providers. Have been published in the National Law Journal and is a contributor to "Winning Legal Strategies for Software Companies: Leading Lawyers on Protecting IP, Negotiating Contracts, and Creating Legal Game Plans."</p> <p>Chaired the ABA Dispute Resolution Section's Task Force on Early Dispute Resolution, served as an Advisor to the American Law Institute's Restatement of Law Third, Unfair Competition and has been on the Board of Directors of the International Trademark Association (INTA) and chaired its Brief Amicus Committee. Has also served on the Executive Committee of the California State Bar Intellectual Property Section and was a member of the ABA Task Force on Security Interests in Intellectual Property.</p>
<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	Expenses: No charge for travel expenses for mediations in the San Francisco Bay Area. No charge for travel expenses in the Chicago metropolitan area.
<b>Mediation Rate</b>	\$525 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Chicago, IL

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.