



AAA Mediation.org™

## David L. Evans, Esq.

Boston, Massachusetts



**Current Employer-Title** Murphy & King, P.C. – Of Counsel

**Profession** Attorney - Business Law, Litigation, Commercial Law, Intellectual Property, Biotech and Healthcare, Employment Law

**Work History** Of Counsel/Shareholder/Director, Murphy & King P.C., 1982-Present.

**Experience** As an attorney, managed a diversified business litigation and dispute resolution practice. Represented corporations and individuals in disputes involving: intellectual property; complex business transactions; healthcare and life science agreements; computer systems; trade secrets; mergers and acquisitions; leveraged buy-outs; licensing and royalty agreements; insurance coverage; joint venture/partnership/shareholder agreements; loan agreements; financial representations and warranties; accounting issues; business separations; corporate governance; professional malpractice; asset backed securities and structured finance; medical devices; and real estate developments. Practice included representation of clients in state and federal courts, before administrative agencies, and in mediation and arbitration proceedings. Also handled employment-related matters, including non-competition agreements, wrongful termination claims, and fiduciary duty claims. Advised companies on internal policies and procedures regarding intellectual property rights and governance matters. Practice now is devoted exclusively to ADR.

**Mediator Experience** Served as a mediator in all manners of business disputes including joint ventures, insurance coverage, intellectual property ownership and royalties, supply and distribution agreements, leveraged buy-outs, mergers and acquisitions, restrictive covenants, commercial leases, patent infringement, partnership accountings, entertainment and sports law, wrongful termination claims, shareholder derivative claims, alternative energy, biotechnology, medical devices, healthcare, corporate governance, and fiduciary duty claims.

**Representative Issues Handled as a Mediator** Issues in intellectual property matters have included scope and duration of licenses and infringement. Issues in general business disputes have included termination of business partnerships, lost profits, business valuation and accountings, representations and warranties, divestitures, insurance claims, and scope and duration of restrictive covenants.

**Mediator Style & Process** The role of the mediator depends entirely on the nature of the dispute and the relative sophistication

<b>Preferences</b>	of the parties. The mediator must understand all aspects of the case, and be prepared to craft solutions that might not be readily apparent to the parties. The approach varies from facilitative to evaluative depending on the case.
<b>Technology Proficiency</b>	Gen AI
<b>Education</b>	Syracuse University (JD, cum laude-1982); Denison University (BA-1979)
<b>Professional Licenses</b>	Admitted to the Bar: Massachusetts (1982); New York (1979); U.S. District Court, numerous Districts; U.S. Court of Appeals, First Circuit
<b>Professional Associations</b>	American Arbitration Association (Board of Directors, 2014-2023); Fellow, College of Commercial Arbitrators.
<b>Recent Publications &amp; Speaking Engagements</b>	<p>Selected publications and speaking engagements include:</p> <p>ABA Dispute Resolution Committee Annual Meeting, How Arbitrators, Mediators, and Advocates Can Use Generative AI Effectively (Panelist, 2024)</p> <p>ABA Emerging Issues in Healthcare Law Conference, AI is Disrupting Healthcare Dispute Resolution! Are you Ready? (Panelist, 2024)</p> <p>AAA/ICDR Presentation, Tips For Drafting and Implementing ADR Clauses Into Your Life Sciences Contracts (Panelist, 2022)</p> <p>ABA Virtual Dispute Resolution Conference, Strengthening Advocacy in Virtual and Hybrid Arbitrations (Panelist, 2022)</p> <p>McKenzie v. Brannan: A Never Ending Love Story, ABA Dispute Resolution Section practice note (2022)</p> <p>College of Commercial Arbitrators, Summoning Third Party Witnesses in Arbitration: What authority do we have and how should we best use it? (Panelist, 2021)</p> <p>Chartered Institute of Arbitrators, Issues in International Intellectual Property Disputes (Panelist, 2021)</p> <p>Co-author, Chapter 8, "Choice of Law, Arbitration of International Intellectual Property Disputes," (Juris 2012 &amp; 2021 )</p> <p>AAA/ICDR Presentation, Life Science Arbitration Clauses: Drafting Trends and Options (Panelist, 2020)</p> <p>ABA Annual Business Law Meeting, Choosing Litigation Arbitration or a Combination of Both for Resolving Corporate M&amp;A Disputes and Business/Shareholder Divorces (Panelist, 2020)</p> <p>Co-author, Arbitration of Intellectual Property Disputes in the United States (Juris 2018)</p> <p>Arbitrator Performance and Demeanor: Meeting Participant Expectations, American Arbitration Association (Faculty, 2018)</p> <p>Not Your Parents' Arbitration: Effective Hearing Protocol and Constructive Practice Tips Massachusetts Bar Association (Panelist, 2018)</p> <p>Reassessing Commercial Arbitration in 2016: Making it Work for Business, New England Legal Foundation (Panelist, 2016)</p> <p>Effective Management of Large Complex Cases in Arbitration, Corporate Disputes Magazine (Jan-Mar 2015).</p> <p>ABA Annual Meeting, Anatomy of ADR: Post-Disaster Resolution of Disputes, (Panelist, August 2014).</p>

Co-author, "The U.S. Judicial Assistance Statute: A Powerful Tool in International Arbitration?," Dispute Resolution Journal, Vol. 69, No. 1 (Juris 2014).

Co-author, Chapter 8, "Choice of Law, Arbitration of International Property Disputes," (Juris 2012).

Co-author, "The Top 10 Ways to Make Arbitration Faster and More Cost Effective," AAA publication (2012).

Co-author, "Practical Considerations in Selecting Arbitrators in Construction & Surety Cases," National Association of Surety Bond Producers, Pipeline Newsletter (Jan-Feb 2012).

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

Boston

**Mediation Rate**

\$600 Per Hour

**Languages**

English

**Citizenship**

United States of America

**Locale**

Boston, MA

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.