



AAA Mediation.org™

**FN-5169951 MN-5169951 LN-5169951,  
Esq.**

**Garden City, New York**



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**Current Employer-Title** The Weinreb Law Firm, PLLC – Managing Member, Arbitrator, and Mediator

**Panelist Video** <https://www.adr.org/videoresume?paramName=769556384>

**Professional Summary** Creative and insightful civil litigator, negotiator, arbitrator, and mediator who has represented domestic and international clients as both plaintiffs and defendants in state and federal court cases involving diverse and complex fields of law, has extensive experience in the use of technology in dispute resolution, and has served as a neutral in mediations, neutral evaluations, and arbitrations (single and panel) privately, as part of court-annexed ADR programs, and with AAA as well as other ADR provider organizations. Established The Weinreb Law Firm, PLLC, a civil dispute resolution firm located out of Garden City, NY, in 2014. Enjoys helping others resolve conflicts and disputes definitively, efficiently, and expeditiously.

**Profession** Attorney, Arbitrator, Mediator, Negotiator, Neutral Evaluator, and Settlement Counsel

**Work History** Managing Member, Arbitrator, and Mediator, The Weinreb Law Firm PLLC (TWLF), 2014-Present; Head of Litigation, Counsel, Senior Associate, Katlowitz & Associates, 2009-2013; Public Service Attorney/Special Counsel, New York City Law Department - Office of the Corporation Counsel - Queens Tort Division, 2007-2009; Senior Associate/Associate/Summer Associate, Kaye Scholer LLP (now Arnold & Porter Kaye Scholer LLP), 2001-2009.

**Experience** In 2023 and 2024, using a mix of litigation and negotiation skills and techniques, represented LLC majority member in resolution of potential shareholder derivative litigation involving claims of judicial dissolution, breach of contract, breach of fiduciary duty, unjust enrichment, fraud, and conversion. (WIP).

In 2023, using a mix of litigation and mediation skills and techniques, represented plaintiff residential real estate purchaser in breach of contract/down payment refund dispute arising from aborted closing.

In 2022, served as a juror in *Cote v. Eysler et al.*, No. 605643/2017 (Sup. Ct. Nassau County) (McCormack, J.S.C.), a 12-day medical malpractice trial involving complex medical and legal issues.

In 2022, using a mix of litigation and mediation skills and techniques, represented defendant LLC commercial property owner in resolving contentious, multi-party contract/real estate dispute (\$3 million amount-in-controversy).

In 2022, represented husband-and-wife potential defendant sellers in settling real estate dispute involving the sale of their Long Island residence.

In 2021, using a mix of litigation and mediation skills and techniques, represented defendant landlord affected by pandemic in resolving five-figure dispute with plumbing corporation with minimal court involvement and within seven months of corporation having filed suit.

In 2020, settled contentious, five-year multi-million dollar shareholder derivative litigation on behalf of large not-for-profit corporate defendant/counter-claimant client involving motion, deposition, trial, and appellate practice, as well as diverse and complicated areas of procedural and substantive New York state and federal law, including but not limited to provisional remedies, breach of fiduciary duty, corporate malfeasance necessitating removal as an officer or director, the equitable remedy of accounting, unlawful/ultra vires conveyances, assignments, or transfers, lack of standing, statutes of limitation, the business judgment rule, ratification, tortious interference with contract and business relations, libel, slander, failure to join a necessary party, waiver, collateral, equitable, and judicial estoppel, replevin, breach of contract, fraud, fraudulent inducement, unjust enrichment, constructive trust imposition, and appellate general and motion practice.

In 2018, obtained a significant five-figure judgment after inquest requiring appearance of individual plaintiff single mother in court, concluding contentious three-year civil litigation involving conversion, return of gifts made in contemplation of marriage pursuant to New York Civil Rights Law Section 80-b, unjust enrichment, counterclaims for defamation and prima facie tort, an ultimately unsuccessful mediation conducted by two community co-mediators, motion, discovery, trial, and post-trial practice.

Prior to 2014, supervised and directed junior associates and law school interns in all phases of litigation, conducted 11-day evidentiary hearing in contentious multi-million dollar corporate litigation that was resolved in favor of multiple clients, obtained two Yellowstone injunctions for corporate client in multi-million dollar commercial lease litigation, prepared individual client for and conducted inquest resulting in entry of five-figure judgment in client's favor, negotiated settlement of six-figure product liability property damage dispute with opposing counsel, lead intra-firm and extra-firm document review teams, and provided trial team support on a robust range of state and federal civil litigation matters, including but not limited to breach of contract, insurance, real estate, bankruptcy, antitrust, uncontested divorce, product liability, personal injury, and wrongful death actions.

## **Mediator Experience**

Generally, from 2015 to present, served as a mediator in many cases involving business organizations and individuals (references available upon request). Approximately half of these cases involve NYCLA Attorney-Client Fee Dispute Program ("FDRP") arbitrations that are first sent to mediation on consent of the parties, and binding stipulations of settlement have been executed resolving all of them. Specific accomplishments include:

In 2024, served as mediator in appellate-level, three-party six-figure medical malpractice dispute (WIP).

In 2024, served as neutral evaluator in trial-level, three-party six-figure business dispute (WIP).

In 2024, served as mediator in appellate-level, three-party, seven-figure medical malpractice dispute.

In 2023, served as mediator in six-figure real property dispute involving two not-for-profit religious organizations.

In 2023, served as mediator in high six-figure personal injury dispute.

In 2023, served as mediator in appellate-level six-figure fee-splitting dispute involving two law firms.

In 2023, served as mediator in high six-figure personal injury/product liability dispute.

In 2023, served as mediator in facilitating resolution of appellate-level real property damage dispute (\$1 million amount-in-controversy).

In 2022, served as mediator in facilitating resolution of six-figure dispute involving two solo practitioners.

In 2022, served as a Part 146 Supreme Court, New York County online/virtual commercial mediator in resolving insurance premium dispute.

In 2022, served as mediator in resolving attorney-client fee dispute concerning the initiation of uncontested divorce proceedings.

From 2021 to the present, at the request of NYCLA's General Counsel, directed and supervised revamp and overhaul of the NYCLA FDRP to conform with ODR guidelines promulgated by the New York Unified Court System Office of Court Administration ("OCA") and trained over one-hundred fifty prospective NYCLA FDRP mediators and arbitrators to assist with backlog of cases occasioned by the COVID-19 pandemic.

In 2021, assisted parties, one of whom was traveling in Greece, in virtual private mediation with resolving 10 of 13 unresolved issues in litigation spanning more than five years involving an amount-in-controversy of approximately \$1.2 million.

In 2021, assisted parties in Part 146 Supreme Court, Nassau County online/virtual mediation in settling contentious litigation spanning eight years involving claims for breach of contract, corporate veil piercing, ultra vires conduct, unjust enrichment, fraudulent conveyances, and account stated.

In 2020, as an appellate division Special Master and a court-appointed mediator with the New York State Unified Court System Part 146 program, mediated complex, six or seven-figure multi-party disputes. Due to the COVID-19 pandemic, mediation of these cases necessitated extensive experience with and use of Online Dispute Resolution ("ODR") technologies (including but not limited to Zoom), resources, and practices.

In 2018, served as an advocate for an individual client in two New York County Dental Society ("NYCDS") mediations involving NYCDS' Peer Review arbitration program.

From 2015 to the present, served as a mediator in the NYCLA FDRP in cases having combined total amounts in controversy exceeding \$100,000. Each of these disputes raised for consideration the quality of underlying attorney representation in the context of various matters, including but not limited to commercial, family/matrimonial, immigration, and securities litigation, as well as transactional work such as business incorporations and preparation of trusts and estates documents.

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

To date, all handled mediations have involved claims, defenses, or allegations of breach of contractual or quasi-contractual relationships or issues implicating unjust enrichment, and slightly more than half have also involved claims or allegations of breach of fiduciary duty, legal malpractice, deceit, fraud, misrepresentation, and conversion (most recently concerning real or personal property transactions or occurrences). Claims or allegations of business organization/corporate governance misconduct, medical malpractice, negligence, property damage/trespass, personal injury, product liability, wrongful death, piercing of the corporate veil, specific performance, restitution, or similar other equitable relief, and declaratory judgments establishing the rights and responsibilities of parties (particularly with respect to insurance coverage) have also been encountered.

## **Mediator Style & Process Preferences**

With respect to mediator style, I am a chameleon mediator, namely one who does not rely upon any specific technique or style to conduct mediations. Instead, I choose to dynamically adapt to the needs and preferences of the parties and their counsel by drawing on my extensive experience participating in, organizing, and conducting mediation training programs. This experience--coupled

with my extensive technology expertise with applications such as Acrobat, Excel, and Zoom specifically for mediation purposes--enables me to choose from many techniques ranging from party-generated needs and interests comparison grids to mediator-created evaluative risk analysis charts and corresponding decision trees/plans.

I ardently believe in the following definition and foundational principles of mediation, which is that of the Nassau County Bar Association's Alternative Dispute Resolution Program: "a process in which a neutral, third-party (the mediator) works with the parties to reach a mutually agreeable settlement of their dispute. The mediator may assist the parties and their counsel in formulating the terms of their settlement. While his or her role is to aid in facilitating a settlement agreeable to the parties, he or she does not have authority to impose a resolution on the parties."

With respect to process preferences, I aim to give the parties whatever they need to permanently resolve disputes economically, efficiently, and expeditiously via a pre-mediation strategy of preparation and incremental agreement.

Preparation involves at least one online/virtual pre-mediation conference with the parties and counsel to introduce myself, acclimate them to the mediation process, and sensitize them to the differences between non-binding collaborative/cooperative dispute resolution processes such as mediation and binding adversarial/determinative dispute resolution processes such as arbitration and litigation (with which they often have much more familiarity than mediation). Preparation also involves the parties creating itemized pre-mediation statements in which they set forth their positions as well as opposing positions. When completed, these statements enable me to ascertain how the parties approach conflict, flag issues of focus or priority, and identify any non-monetary variables to leverage or even monetize going forward.

As for incremental agreement, prior to the initial mediation session, I require the parties and counsel to enter into a comprehensive mediation agreement that in addition to a detailed summary of the mediation process includes commitment to certain ground rules which cover the following topics: (1) Personal Safety; (2) One Party Speaking at a Time; (3) Mediator's Limited Privilege to Interrupt; (4) Dignity, Respect, and Tolerance for All; (5) Free, Open, and Honest Communication; (6) No Abuse or Misuse of the Mediation Process; (7) Time Commitment to the Mediation Process; (8) Party Representatives Must Be Fully Authorized to Negotiate; (9) Counsel and Neutral Professionals Are Bound by Ground Rules and Confidentiality Provisions of Mediation Agreement; and (10) Online Dispute Resolution. The act of signing the mediation agreement primes the parties and counsel to collaborate rather than clash at the initial mediation session, which further paves a path towards a mutually acceptable resolution of their dispute.

If a matter requires more than one mediation session, I often give the parties and/or counsel "homework assignments" to complete between sessions to keep them focused on each other's needs and interests and to prepare for the next scheduled session. These assignments can involve legal research, procuring additional factual information necessary for informed decision-making, and consultation with third-party professionals such as accountants to ascertain the feasibility of proposed options.

## **Technology Proficiency**

Highly proficient/expert in use of technology, especially with applications such as Acrobat, Excel, Litigaze Risk Analysis Platform, Google Sheets, Google Drive, Microsoft OneDrive, and Zoom specifically for ADR purposes (with references as to proficiency level available upon request), and licensed New York eNotary certified to participate in BlueNotary "Open Call" program as of June 2023. Proficient in use of GenAI LLM platforms such as GPT-4 and Google Gemini (formerly Google Bard). Extremely comfortable with conducting online/virtual conferences, mediation sessions, oral arguments, and hearings and prefer all such proceedings to in-person proceedings. Familiar with ESI/e-discovery applications such as Relativity and general e-discovery concepts and principles (i.e., litigation holds, metadata, proportionality, etc.) based upon experience having led multi-firm, multi-member, and multi-level document review teams while a Kaye Scholer LLP associate and having conducted e-discovery as a solo civil litigation practitioner.

## **Education**

Benjamin N. Cardozo School of Law Yeshiva University (JD, magna cum laude, Litigation (Concentration)-2002); Yeshiva University (BA, summa cum laude, History-2000); Isaac Breuer College of Hebraic Studies, Yeshiva University (AA, Valedictorian, Hebrew Language and Literature-2000).

## Professional Licenses

Admitted to the Bar: New York (2003), New Jersey (2002); U.S. District Court: Eastern (2004) and Southern (2004) Districts of New York, District of New Jersey (2003).

Licensed Notary in New York: eNotary (commission obtained in February 2023 and certified to participate in BlueNotary "Open Call" program in June 2023) and Traditional Notary (commission renewed in 2022).

## Professional Associations

American Bar Association (ABA) (Member of Section of Dispute Resolution); Association for Conflict Resolution Greater New York Chapter (ACR-GNY); Jewish Lawyers Association of Nassau County; Nassau County Bar Association (NCBA) (Prominent Member, NCBA ADR Committee and Former Co-Chair, NCBA ADR Promotional Council); New York County Lawyers Association (NYCLA) (Former Co-Chair, NYCLA ADR Committee); New York State Bar Association (NYSBA) (Member of Dispute Resolution Section and Dispute Prevention Committee); West Hempstead Chamber of Commerce.

## Recent Publications & Speaking Engagements

Weinreb, Elan E. & Kaldi, Dorothy C. for Law360 Expert Analysis Opinion, "New York Must Guarantee Court Neutrals Fair Compensation", September 2023;

The Weinreb Law Firm, PLLC ("TWLF"), "The Basics of Part 146 Court-Annexed ADR", 2022 (slide presentation given at NYCLA 45th Annual Civil Trial Practice Institute);

TWLF, "The Basics of Post-Pandemic Part 137 Arbitration", 2022 (slide presentation given to over 75 attendees of joint NYCLA and NY Office of Court Administration statewide virtual Part 137 arbitration training);

TWLF, "Table of State Neutral Compensation Rules and Statutes", 2022 (comprehensive hyperlinked Google Sheet covering neutral compensation in fifty states (last updated May 22, 2023));

TWLF, "Finding Peace of Mind: Settlement Conference Guidance for Special Masters", 2022 (slide presentation given to NYCLA volunteer judicial assistants (a/k/a Special Masters));

TWLF, "Super Plumbing, Inc. v. Zorba" (five-scenario impasse-breaking roleplay exercise), 2022;

TWLF, "Perpetual Motions: A NYCLA Part 137 Attorney-Client Fee Dispute Resolution Program Mediation Roleplay Exercise", 2020;

TWLF, "The Basics of Post-Pandemic Part 137 Mediation", 2020 (slide presentation given to over 90 participants in inaugural NYCLA Part 137 mediation training);

Training Programs as Faculty or Moderator: NY Law School, Dispute Resolution Processes Course (with Prof. Theo Cheng, Esq.) (Faculty - Arbitration and Mediation Roleplay Exercises Facilitator (both intersession and during semester)), 2024 (and since 2022); NYCLA, Commercial Lease Disputes: To Litigate or Arbitrate; Which Is the Best Way to Resolve Them? (Faculty), 2022; NYCLA, 45th Annual Civil Trial Practice Institute (Faculty), 2022; NYCLA & NY Office of Court Administration, Joint Committee On Fee Disputes & Conciliation Part 137 Program: Fee Dispute Arbitration Training (Organizer and Faculty - Speaker, "The Basics of Post-Pandemic Part 137 Arbitration"), 2022; NYCLA, Special Masters Training (Faculty - Speaker, "Finding Peace of Mind: Settlement Conference Guidance for Special Masters"), 2022; NYCLA, Breaking the Impasse in Private and Court Mediations (Faculty, Organizer, and Author, Group Roleplay Exercise Entitled "Super Plumbing, Inc. v. Zorba"), 2022; NYCLA, 44th Annual Civil Trial Practice Institute (Faculty), 2021; How We Kept Things Running During a Pandemic: The ODRs - Awards Honoring New York Unified Court System ADR Personnel (Lead Host and Moderator), 2021; NYCLA, Joint Committee On Fee Disputes & Conciliation Part 137 Program: Fee Dispute Arbitration Training (Faculty - Speaker, "The Basics of Post-Pandemic Part 137 Mediation"; Author, Group Roleplay Exercise Entitled "Perpetual Motions"), 2020; NYCLA, Starting and Maintaining a Successful ADR Practice in the Age of COVID ... and Beyond (Moderator), 2020; NYCLA, Entrenchment Mediation Training: For Mediators in Court-Annexed Mediation Programs (Moderator), 2020; ABA, Regional Negotiation Competition - Competition Faculty (Judge), 2020; NYCLA, Employment and Wage & Hour Mediation Training Program (Faculty – Featured Speaker in Program Segment Entitled "Virtual Mediation: Key Issues and Considerations"), 2020; NCBA, Anatomy of a Virtual Mediation (Faculty – ODR Video Roleplay Exercise Participant), 2020; NYCLA, The Basics of

Online Mediation for Dispute Resolution Professionals (Faculty – ODR Video Participant and Video Producer), 2020; NYCLA, Christian, Islamic, and Jewish Dispute Resolution in the NY/Metropolitan Area (Moderator), 2020, NYSBA, Advanced Commercial Mediation Training (Faculty – Roleplay Exercise Facilitator), 2019; Benjamin N. Cardozo School of Law, Intraschool Negotiation Competition (Judge), 2019.

**Locations Where Parties Will Not be Charged for Travel Expenses** Nassau County (on Long Island)

**Mediation Rate** \$480 Per Hour

**Languages** English

**Citizenship** United States of America

**Locale** Garden City, 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.