



Elan E. Weinreb, Esq.

Garden City, New York, United States of America



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### Primary Areas of Expertise

Partnership Disputes  
Real Estate Disputes  
Personal Injury Disputes  
Corporate/LLC Disputes  
Business/Commercial Disputes  
Attorney Fee Disputes

### 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 third-party neutral in mediations and both individually and as a panelist in arbitrations 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.

### Current Employer-Title

The Weinreb Law Firm, PLLC – Managing Member, Arbitrator, and Mediator

### Profession

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

### Work History

Managing Member, Arbitrator, and Mediator, The Weinreb Law Firm PLLC (TWLFF), 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, 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 (WIP).

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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

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limited to breach of contract, insurance, real estate, bankruptcy, antitrust, uncontested divorce, product liability, personal injury, and wrongful death actions.

### **Alternative Dispute Resolution Experience**

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

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

In 2023, served as arbitrator in seven-figure AAA personal injury arbitration (award issued April 2023).

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 arbitrator in nine-party AAA arbitration involving parties and counsel located in several states.

In 2021, mediated 10 of 13 unresolved issues in contentious litigation spanning more five years (approx. \$1.2 million in controversy).

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 mediator with the NY Unified Court System Part 146 program, virtually mediated complex, six or seven-figure multi-party disputes involving breach of contract, insurance coverage, medical malpractice, negligence, and wrongful death claims using Online Dispute Resolution (ODR) technologies such as Zoom, resources, and practices.

In 2019, represented individual client in five-figure arbitration concerning payment of a real estate sale commission and successfully negotiated three-year structured settlement of this dispute in 2020 (with client having remitted final settlement payment in early 2023).

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Program. These cases are often procedurally complicated, factually complex, high-stakes, and emotional, requiring assessment and application of the New York Lemon Law, principles of contract law, BBB Auto Line arbitration rules, and contending with technical expert reports, multiple witnesses appearing at hearings (some by telephone), and new vehicle limited warranty language.

From 2015 onwards, served as a solo arbitrator, chair, and wing on three-arbitrator panels, as well as a mediator, in the NYCLA FDRP in over 24 cases having combined total amounts-in-controversy exceeding \$275,000. These disputes involved the quality of underlying attorney representation in commercial, family/matrimonial, immigration, and securities litigation, as well as transactional work such as incorporations and preparation of trusts and estates documents.

Arbitrator and Mediator, International Institute for Conflict Prevention and Resolution (CPR) Panel of Distinguished Neutrals - NY City ADR Panel (2021); Mediator, NY State Unified Court System Part 146 Supreme Court, Nassau County Alternative Dispute Resolution Program Roster of Neutrals (2019); Special Master, Appellate Division, Supreme Court of the State of New York, Second Judicial Department Mandatory Mediation Program (MMP) (2019); Public Arbitrator, Financial Industry Regulatory Authority (FINRA) (2019); Mediator, NY State Unified Court System Part 146 Supreme Court, NY County Commercial Division Alternative Dispute Resolution Program Roster of Neutrals (2018); Senior Arbitrator, BBB Auto Line Program, NY City and Long Island Regions (Lemon Law/Vehicle Warranty Claims) (2016); Arbitrator and Mediator, Nassau County Bar Association Alternative Dispute Resolution Panels (2016); Arbitrator and Mediator, NYCLA NY State Part 137 Attorney-Client Fee Dispute Resolution Program (2016).

## **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. 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-2002); Yeshiva University (BA, summa cum laude, History-2000); Isaac Breuer College of Hebraic Studies, Yeshiva University (AA, Valedictorian, Hebrew Language and Literature-2000).

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<b>Professional Licenses</b>	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).
<b>Professional Associations</b>	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); West Hempstead Chamber of Commerce.
<b>Recent Publications &amp; Speaking Engagements</b>	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 February 13, 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);  NYCLA, Employment and Wage & Hour Mediation Training Program, 2020 (Faculty – Featured speaker in "Virtual Mediation: Key Issues and Considerations" program segment);

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TWLF YouTube Channel, "'Law You Should Know' – ADR & ODR in the Age of COVID-19", 2020 (legal radio show);

NCBA, "Anatomy of a Virtual Mediation", 2020;

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), 2023 & 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)

**Citizenship** United States of America  
**Languages** English

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## Compensation

Hearing:	\$480.00/Hr
Study:	\$360.00/Hr
Travel:	\$200.00/Day
Cancellation:	\$1200.00/Day
Cancellation Period:	3 Days
Comment:	Charges for all incurred expenses such as copying/printing, postage, meals, and shipping.

Amenable to offering flat rates on a case-by-case basis that shall be set forth in writing in a formal party-neutral dispute resolution agreement.

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### Profession

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### Work History

Managing Member, Arbitrator, and Mediator, The Weinreb Law Firm PLLC (TWLFF), 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.

### Consumer Experience

AAA CONSUMER ARBITRATION EXPERIENCE: Since 2021, served or currently am serving as arbitrator in 3 AAA cases involving six to seven-figure personal injury or property damage claims.

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**ATTORNEY-CLIENT FEE DISPUTE EXPERIENCE:** Since 2015, served as an arbitrator (both sole and on three-arbitrator panels (in both Wing and Chair capacities) and mediator in 29 cases as part of the New York County Lawyers Association's (NYCLA) Part 137 Attorney-Client Fee Dispute Resolution Program (FDRP), have been consulted for advice on Part 137 procedure and practice by potential clients and fellow arbitrators, and in 2020, was asked on account of extensive technical expertise and skills by NYCLA General Counsel Anthe Maria Bova, Esq., to assume responsibility for revitalizing and revamping the FDRP to become a totally remote/online program on account of the pandemic.

The FDRP is effectively a consumer-driven program: consumers of legal services—clients—request arbitrators to assess the reasonableness of fees charged by the attorneys with whom these clients have contracted to provide legal services via retainer agreements/engagement letters, which are legally-binding contracts. As such, contract interpretation is at the very heart of the program.

**LEMON LAW EXPERIENCE:** Since 2016, have served as an arbitrator in 21 cases with Better Business Bureau National Program's BBB AUTO LINE, "one of the largest and longest-running dispute resolution programs in the United States [that] help[s] consumers and businesses resolve vehicle warranty, lemon law, and class action disputes in a hassle-free, timely, and cost-effective manner."

As one senior arbitrator has commented (original recommendation available upon request), these cases are "procedurally complicated, factually complex, high stakes, and emotional. In addition to assessing and applying the New York Lemon Law and BBB AUTO LINE arbitration rules, [the assigned arbitrator] also has . . . to contend with technical expert reports, multiple witnesses appearing at hearings (some by telephone), and distinct program summaries and new vehicle limited warranties for each auto manufacturer involved."

**NEW YORK STATE DENTAL ASSOCIATION (NYSDA) ARBITRATION EXPERIENCE:** Successfully represented client in two hearings and one internal appeal held over 2018-19 conducted under the auspices of the New York State Dental Association's Peer Review and Quality Assurance Program, which "provides a confidential, impartial and timely way to resolve complaints about the appropriateness and quality of dental treatment provided by NYSDA-member dentists."

## **Experience**

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## **Alternative Dispute**

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## Resolution Experience

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Arbitrator and Mediator, International Institute for Conflict Prevention and Resolution (CPR) Panel of Distinguished Neutrals - NY City ADR Panel (2021); Mediator, NY State Unified Court System Part 146 Supreme Court, Nassau County Alternative Dispute Resolution Program Roster of Neutrals (2019); Special Master, Appellate Division, Supreme Court of the State of New York, Second Judicial Department Mandatory Mediation Program (MMP) (2019); Public Arbitrator, Financial Industry Regulatory Authority (FINRA) (2019); Mediator, NY State Unified Court System Part 146 Supreme Court, NY County Commercial Division Alternative Dispute Resolution Program Roster of Neutrals (2018); Senior Arbitrator, BBB Auto Line Program, NY City and Long Island Regions (Lemon Law/Vehicle Warranty Claims) (2016); Arbitrator and Mediator, Nassau County Bar Association Alternative Dispute Resolution Panels (2016); Arbitrator and Mediator, NYCLA NY State Part 137 Attorney-Client Fee Dispute Resolution Program (2016).

### **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. 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-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).

*Elan E. Weinreb, Esq.*  
*Neutral ID : 5199568*

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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); West Hempstead Chamber of Commerce.

**Recent Publications & Speaking Engagements**

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);

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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);

NYCLA, Employment and Wage & Hour Mediation Training Program, 2020 (Faculty – Featured speaker in "Virtual Mediation: Key Issues and Considerations" program segment);

TWLF YouTube Channel, "Law You Should Know" – ADR & ODR in the Age of COVID-19", 2020 (legal radio show);

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NCBA, "Anatomy of a Virtual Mediation", 2020;

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), 2023 & 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)

**Citizenship** United States of America  
**Languages** English

**Compensation** Cancellation Period: 0 Days  
Comment: Compensation rates, established by the AAA, are set forth in the applicable Consumer Arbitration Rules.

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Elan E. Weinreb, Esq.

Garden City, New York, United States of America



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### Primary Areas of Expertise

Partnership Disputes  
Real Estate Disputes  
Personal Injury Disputes  
Corporate/LLC Disputes  
Business/Commercial Disputes  
Attorney Fee Disputes

### 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 third-party neutral in mediations and both individually and as a panelist in arbitrations 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.

### Current Employer-Title

The Weinreb Law Firm, PLLC – Managing Member, Arbitrator, and Mediator

### Profession

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

### Work History

Managing Member, Arbitrator, and Mediator, The Weinreb Law Firm PLLC (TWLFF), 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, 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 (WIP).

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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

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

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

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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.

Prior to 2014, successfully mediated contentious six-figure trust dispute among a mother and four sisters located in different states and Mexico, assisted in negotiating settlement of a multi-million dollar partnership litigation after commencing arbitration in rabbinical court (Beth Din), and as a Kaye Scholer LLP associate, assisted team of attorneys in representing a large corporate nutritional supplements client in a bankruptcy mediation related to litigation then pending in the U.S. Bankruptcy Court, SDNY.

### **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 estate transactions). 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 on occasion.

### **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

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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.

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.

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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.

<b>Technology Proficiency</b>	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. 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.
<b>Education</b>	Benjamin N. Cardozo School of Law Yeshiva University (JD, magna cum laude-2002); Yeshiva University (BA, summa cum laude, History-2000); Isaac Breuer College of Hebraic Studies, Yeshiva University (AA, Valedictorian, Hebrew Language and Literature-2000).
<b>Professional Licenses</b>	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).
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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, Intrасchool Negotiation Competition (Judge), 2019.

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

**Citizenship** United States of America  
**Languages** English

**Compensation**

Hearing:	\$480.00/Hr
Study:	\$360.00/Hr
Travel:	\$200.00/Day
Cancellation:	\$1200.00/Day
Cancellation Period:	3 Days
Comment:	Charges for all incurred expenses such as copying/printing, postage, meals, and shipping.

Amenable to offering flat rates on a case-by-case basis that shall be set forth in writing in a formal party-neutral dispute resolution agreement.

*Elan E. Weinreb, Esq.*  
*Neutral ID : 5199568*

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.