



Loretta M. Gastwirth, Esq.

**Panelist Video**

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**Current Employer-Title**

Meltzer, Lippe, Goldstein & Breitstone, LLP - Litigation Partner and ADR Practice Chair

**Profession**

Attorney; Arbitrator and Mediator

**Work History**

Commercial Litigation Partner and ADR Practice Chair, Meltzer Lippe Goldstein & Breitstone LLP, 1993 – Present; Law Clerk to Honorable Jerry Buchmeyer, U.S. District Court N.D. Texas (Dallas Division), 1982 – 1983; Litigation Associate, Simpson Thacher & Bartlett, 1983 – 1986; Entertainment Litigation Associate, Parcher Arisohn & Hayes P.C., 1986 – 1987; Litigation Associate, Phillips Nizer Benjamin Krim & Ballon, 1987 – 1991; Litigation Associate, Winick & Rich P.C., 1991 – 1993; Summer Associate, Mudge Rose Guthrie & Alexander, 1981.

**Experience**

Over 35 years of experience as a litigator in federal and state court litigation, domestic and international arbitration, mediation and appeals; became an arbitrator in 2006 and a mediator in 2011 in domestic matters; and currently serve as an arbitrator in international matters with the AAA International Centre for Dispute Resolution (ICDR). Appointed as a Chair of many three-member arbitration panels and also as an Emergency Arbitrator. Experienced in using ZOOM and breakout rooms, including with multiple parties, counsel and insurance carriers. The areas of law practiced most often include:

**EMPLOYMENT LAW:** employment contracts, severance, wage and hour, FLSA, whistleblower, False Claims Act, discrimination, retaliation, wrongful termination, trade secrets, executive compensation, stock options, commissions and bonuses, covenants not to compete or solicit, misappropriation, independent contractor issues and breach of fiduciary duty.

**CONSTRUCTION AND REAL PROPERTY:** commercial and residential construction, delays, defects, remediation, surety bonds, real estate financing, acquisition, sale, development and leasing, co-op and condominium, zoning, easements, mechanics liens, trust funds, environmental, wetlands and related disputes, HUD and Section 8 housing.

**COMMERCIAL AND BUSINESS LITIGATION:** breach of contract, family and generational business including trust and estates, corporate, partnership, limited liability and joint venture entities, shareholder, corporate dissolution and derivative actions, business valuations, mergers and acquisitions (Delaware and New York law), intellectual property including trademark, trade dress, unfair competition, copyright, trade secrets and ideas, art law, entertainment matters, securities and

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*Neutral ID : 154509*

investment litigation, hedge funds, fraud, breach of fiduciary duty, tortious interference and business torts, insurance, licensing, franchise, supplier, manufacturer/distributor agreements, software licensing and development, energy including oil and gas, False Claims Act qui tam litigation, housing and other discrimination matters, banking, UCC, sales, secured transactions, equipment financing and leasing, product liability, class actions, professional malpractice, RICO and Indian gaming law.

**REPRESENTATIVE INDUSTRIES:** energy, oil and gas, construction, real estate, telecommunications, publishing, entertainment, manufacturing, technology, computer software and software and website development, securities, financial advisors and financial services, banking, e-commerce (and Amazon), insurance, education, health care, medical, home health care and related practices, the Government of Taiwan and Indian gaming. Have also worked with experts in many industries including: construction, engineering, architecture, securities, computer hardware, software and programming, accounting, economics, appraisal/valuation, statistics, insurance claim auditing, questioned documents, environmental and Indian gaming.

### **Alternative Dispute Resolution Experience**

Representative cases as arbitrator: breach of contract proprietary database dispute (sole arbitrator); breach of website agreement (sole arbitrator); breach of brokerage firm software license agreement (three member panel); breach of insurance contract/ employee welfare benefit plans (three member panel); breach of beverage industry distributorship agreement (sole arbitrator); breaches of fiduciary duties and operating agreements in connection with multiple oil, gas and energy companies, investments and a public offering (three member panel); breach of software implementation agreement (sole arbitrator); breach of investment agreement (sole arbitrator); software installation and implementation dispute (sole arbitrator); breach of franchise agreement (sole arbitrator); small business shareholder dispute (sole arbitrator); medical billing contract dispute (sole arbitrator); joint venture agreement (sole arbitrator); royalties dispute (sole arbitrator); car wash acquisition (sole arbitrator); multiple golf course acquisition (sole arbitrator); e-commerce and Amazon disputes (sole arbitrator); multiple construction matters (sole arbitrator/Chair three member panel); TV series rights and distribution agreements (sole arbitrator, ICDR); celebrity license agreement (sole arbitrator); auto parts distribution agreement (sole arbitrator); joint venture franchise acquisition agreements (sole arbitrator); auction agreement (Chair three member panel); professional fees and malpractice (three member panel); joint venture manufacturing agreement (sole arbitrator); credit card equipment agreement dispute (three member panel); financial advisory consulting (sole arbitrator); commercial co-op lease dispute (Chair three member panel); professional service dispute (Chair three member panel); emergency arbitrator appointments; FLSA and wage claims (sole arbitrator).

AAA Mediator; Mediator for the New York Supreme Court: Nassau, Suffolk, Queens, New York and Westchester County Commercial Divisions; Mediator and Arbitrator for the Nassau County Bar Association, Mediation and Arbitration Panels.

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The AAA provides arbitrators to parties on cases administered by the AAA under its various Rules, which delegate authority to the AAA on various issues, including arbitrator appointment and challenges, general oversight, and billing. Arbitrations that proceed without AAA administration are not considered "AAA arbitrations," even if the parties were to select an arbitrator who is on the AAA's Roster.

Representative cases as counsel: Italian company in a three-member panel, international arbitration seeking several million dollars in damages against a California company for breach of a joint venture agreement concerning patented plants to be grown, marketed and distributed throughout the world; the Government of Taiwan and several Taiwanese companies in three-member panel, international arbitration seeking damages for breach of a telecommunications equipment licensing agreement against a publicly traded California company in which economic experts estimated damages in the hundreds of millions of dollars; multiple FINRA and NASD securities arbitrations and mediations involving brokerage firms; computer software company in a copyright infringement and trade secret action against a competitor who hired a former software engineer employee; employers in arbitrations and mediations that resolved gender and disability discrimination claims; nightclub owner in a construction industry arbitration against an electrical subcontractor; construction manager in claim against owner for failure to pay amounts due and wrongful termination; estates and shareholders in arbitrations making claims against shareholders of dental and medical practices; shareholder seeking buy-out under shareholders agreement and claims of breach of fiduciary duty; shareholder in dispute involving breach of shareholders agreement and dissolution; an employer in arbitration and mediation involving an executive compensation dispute; claimants seeking millions in damages against a Registered Investment Adviser; a brokerage firm in a dispute with a former employee; a health technology company in software development dispute with a software developer; and employment whistleblower False Claims Act claims.

### **Alternative Dispute Resolution Training**

ACE21 Impartiality: Do You Know Where Your Biases Are? 2021; 2021 AAA-ICDR Panel Conference; ACE20 Cyber Security: A Shared Responsibility, 2020; AAA/ICDR/AAA Mediation.org Panel Conference, 2019; Arbitrator Performance and Demeanor ~ Meeting Participant Expectations, 2018; AAA Consolidation and Joinder in Construction Arbitration - Ignorance Is Not Bliss, 2017; U.S. Dist. Court, E.D.N.Y. FLSA Mediation Training, 2016; AAA/ICDR/Mediation.org Panel Conference, 2016; Nassau County Bar Ass'n Advanced Mediation: Moving to Mastery, 2016; AAA Arbitration in IP Technology Disputes, Recorded Webinar, 2014; U.S. Dist. Court, E.D.N.Y. Superstorm Sandy Mediation Training, 2014; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics ACE05, 2012; Nassau County, NY, Advanced Mediation Training for the Commercial Division, 2011; Nassau County, NY, Mediation Training for the Commercial Division, 2011; AAA Muscular Arbitration: Trimming the Fat Out of Arbitration, 2011; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards ACE01, 2010; AAA Arbitrator I Training: Fundamentals of the Arbitration Process, 2006.

### **Professional Licenses**

Admitted to the Bar: New York (1984); U.S. District Court: Southern (1984), Eastern (1984), Northern (2002) Districts of New York (2002); U.S. Court of Appeals: Second Circuit (1994) and Federal Circuit (2010); U.S. Supreme Court (1997).

### **Professional Associations**

American Bar Association (Litigation Section); New York State Bar Association: Co-Chair of the Domestic Arbitration Committee of the Dispute Resolution Section, Member of the Commercial and Federal Litigation Section; Nassau

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County Bar Association: Former Co-chair of the ADR Committee, Member ADR Advisory Council for the Arbitration and Mediation Panels, Commercial Litigation Committee; Cardozo Law School: Alumni Association Former Chair and Executive Board Member; LPGA Amateur, Long Island Chapter.

**Education**

Yeshiva University, Benjamin N. Cardozo School of Law (JD, magna cum laude, Editor Cardozo Law Review-1982); State University of New York at Albany (BS, Business Administration, magna cum laude-1978).

**Publications and Speaking Engagements**

PUBLICATIONS: Long Island Business News, June 2016, "The Benefits of Arbitration are Many: Shouldn't be Dismissed"; New York Real Estate journal, May 2016, "Determining if ADR is the Right Choice"; Nassau Lawyer, October 2015, "To ADR or Not to ADR- That is the Question"; ABA Litigation Section, The Woman Advocate, "Words of Wisdom: Getting the Best Results in the ADR Process," Winter 2013, Vol. 18, No. 2; "Despite ADR Consent, IP Cases End Up in Court," National Law Journal, October 20, 1997; "Beware of Ideas," "Preventing Inevitable Disclosure of Internet Company Trade Secrets," and "Employers: Don't Blow Your Employees' Covenant Not to Compete!," Long Island Business News; various featured decisions appearing in the New York Law Journal concerning arbitration and Lanham Act issues.

SPEAKING ENGAGEMENTS: CLE organizer or presenter relating to ADR: Emergency Arbitrators and Emergency Measures of Protection in Domestic Arbitration (New York State Bar Association 2021); Alternative Dispute Resolution: A Comprehensive and Practical Review (Lawline 2019); "The Who, What, When, Where, How and Why of ADR" (St. John's Law School 2019); Matrimonial ADR (2017); "To ADR or Not to ADR -- That is the Question" (2016); "Litigation Guide to Arbitration -- the Intersection of Arbitration and Litigation" (2016); "Advanced Mediation -- Moving Towards Mastery" (2016); "Anatomy of a Construction Mediation" (2016); "Dean's Hour: Mediation; "The Role of the Lawyer-Advocate in the Mediation Process" (2015); "Marketing Your Practice -- Modern and Traditional Strategies for Lawyers, Mediators and Arbitrators" (2015).

**Awards and Honors**

Recipient: 2021 "Who's Who" in Women in Professional Services (Long Island Business News); 2018 Long Island Power Women in Business award (Long Island Press); 2005 and 2013 Long Island Top 50 Women in Business awards (Long Island Business News); 2010 "Who's Who" in Women in Professional Services (Long Island Business News).

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

New York metropolitan and surrounding areas (60 miles from NYC); all other travel time billed at half rate.

**Citizenship Languages Locale**

United States of America  
English  
New York, New York, United States of America

**Compensation**

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Hearing:	\$540.00/Hr
Study:	\$540.00/Hr
Travel:	\$270.00/Hr
Cancellation Period:	0 Days
Comment:	Study time charged at hourly rate. Non-study travel time charged at half of hourly rate for travel outside the New York metropolitan and surrounding areas (60 miles from NYC).

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