

Elan Weinreb, Esq.

Educational Background:

Benjamin N. Cardozo School of Law, Yeshiva University, New York, NY J.D., magna cum laude, GENERAL LITIGATION, JUNE 2002

Yeshiva College, Yeshiva University, New York, NY B.A., summa cum laude, HISTORY, MAY 2000

Isaac Breuer College of Hebraic Studies, Yeshiva University, New York, NY A.A., HEBREW LANGUAGE AND LITERATURE, MAY 2000



Experience:

Total Cases Arbitrated or Mediated to Date (Includes Pending/Open Cases): 64

Years of Practice as Arbitrator and Mediator: 6

General Arbitrator and Mediator Experience:

The types of arbitrations and mediations I have handled have included claims or allegations of breach of contractual or quasi-contractual relationships implicating unjust enrichment, breach of fiduciary duty, legal malpractice, deceit, fraud, misrepresentation, conversion, business organization/corporate governance, misconduct, medical malpractice, negligence, personal injury, wrongful death, piercing of the corporate veil, specific performance, restitution, similar equitable relief, declaratory judgments establishing the rights and responsibilities of parties (particularly with respect to insurance coverage), and consumer protection statutes such as the New York Lemon Law.

Please see <https://www.weinreblaw.com/resources-articles/> for resumes that list the numerous ADR trainings and/or CLE programs I have participated in as an attendee or faculty member.

ADR Philosophy:

“Eugene S. Ginsberg, a distinguished neutral and prominent NCBA member, describes ADR as standing for “Appropriate Dispute Resolution” instead of the more widely known “Alternative Dispute Resolution.” His insightful characterization of ADR reflects my ADR philosophy: not every dispute is suitable for disposition outside of the traditional litigation process, but many are so appropriate for out-of-court resolution, especially where at least one party to a dispute wishes to retain a measure of control over its outcome (i.e., to chart his/her dispute resolution destiny) and economic/financial considerations are present. Both disputants and the attorneys representing them should thus always strongly consider ADR options even after litigation has concluded in recognition of the numerous

advantages—particularly cost and efficiency—that such options have over proceeding in court.”

Current Panels:

NCBA Arbitrator and Mediator (i.e., on both panels) for the following types of cases:

- Commercial
- Personal Injury
- Property Damage
- Medical Malpractice
- Professional Malpractice