

## **Loretta M. Gastwirth, Esq.**

### **Educational Background:**

Benjamin N. Cardozo School of Law, Juris Doctor, magna cum laude, June 1982

State University of New York at Albany, Bachelor of Science, magna cum laude, Dec. 1978, Major: Business Administration/Marketing

### **Experience:**

Served as an arbitrator or mediator in over 150 cases including acting as a chairperson of a number of three member panels and serving as an Emergency Arbitrator.



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

**Representative cases as a mediator:** Indian Gaming dispute under a State Compact; Manhattan townhouse dispute among co-op owners; air rights agreement dispute; multiple commercial leasehold disputes; multiple construction disputes including issues relating to bridge painting, public contracts, roof repairs and warranties, high end residential construction and renovation, hotel construction, commercial space construction and renovation, solar panel installations across military housing and large building construction; tax practice dissolution; long term lease and restoration of commercial property with environmental issues; contract dispute involving travel agencies; breach of property management agreement; contractor claim against the City; law practice dissolution; website ownership dispute; co-op sale dispute; resort ownership and management dispute; generational family and partnership ownership claims disputes concerning residential apartment and commercial buildings; athletic league licensing dispute; former employee disputes involving establishment of separate medical practice; generational family ownership dispute involving contracting business; multi-

party trade secrets disputes involving former employees and former employers; sexual harassment and discrimination claims; employment agreement disputes; medical practice dissolution

## **ADR Philosophy:**

### **Mediation Philosophy**

“Businesspeople make business decisions” and a mediator best serves the parties in helping them reach that most efficient, cost effective and successful resolution. A good mediator is familiar with litigation costs and the time and expense of litigation, understands the industry and business in which the parties are engaged and has a keen understanding of the applicable law, counsel's arguments, and the parties' likelihood of success on the issues presented in litigation. A good mediator must have the ability to listen, be empathetic, challenging, and tenacious to reach a resolution. Mediation will more likely end in a successful resolution when the parties themselves believe they have had an opportunity to be heard and can evaluate the merits of their claims and risks and rewards of litigation or arbitration. I consider myself a “strong” mediator and my approach to mediation incorporates elements of both facilitative and evaluative mediation philosophies.

### **Arbitration Philosophy**

“Because I am still a litigator billing clients and retaining experts, I know how costly arbitration can be. To streamline the process, I hold parties to tight discovery and trial schedules, limit discovery to only necessary items and request that counsel be well prepared because I come very prepared. Clients choose arbitration precisely because discovery is limited and most often parties possess the written business communications, emails, witnesses, and evidence needed to prove their case. I limit the types of discovery tools: I do not endorse interrogatories or depositions unless witnesses will not appear for trial, or an agreement provides for them. I discourage motion practice other than questions concerning the arbitrator's jurisdiction or genuine dispositive motions and limit prehearing briefs to pertinent issues of law or contract provisions.”

## **Current Panels:**

### **AMERICAN ARBITRATION ASSOCIATION (“AAA”), 2006 to Present; Arbitrator and Mediator**

Commercial, Construction and Employment Panels

### **AAA – ICDR – (International Centre for Dispute Resolution), 2021 – Arbitrator**

### **NEW YORK STATE COURT, COMMERCIAL DIVISION, 2013 to Present; Mediator**

Nassau, Suffolk, Queens, Westchester, and New York County Commercial Division Mediation Panels

**NASSAU COUNTY BAR ASSOCIATION (NCBA), 2016 to Present; Arbitrator and Mediator**

Nassau County Bar Association Panels: Commercial, Construction, Labor & Employment, Intellectual Property, Insurance Coverage, Land Use/ Municipal Zoning, Real Property, Securities/Investments and Environmental