



Howard R. Reiss, Esq.  
Reiss Sheppe, LLP

<b>Current Employer-Title</b>	Reiss Sheppe LLP - Founding Partner
<b>Profession</b>	Commercial Litigator, Arbitrator, Mediator
<b>Work History</b>	Partner, Reiss Sheppe LLP (and predecessors), 1988-present; Partner, Solin & Breindel, 1985-88; Associate Attorney, Donovan, Leisure, Newton & Irvine, 1978-84; Law Clerk, Judge Charles Metzner, Southern District of New York, 1976-77.
<b>Experience</b>	Since 1976 focused on commercial litigation in a wide range of areas including contract, intellectual property, franchises, insurance, reinsurance, securities, mergers and acquisitions, entertainment and employment. Ten percent of practice has involved insurance and reinsurance disputes some in excess of \$100M. Forty percent of practice has involved contract disputes concerning securities, contracts, acquisitions, intellectual properties, employment (largely contractual and discrimination claims), health care, ERISA and international issues. Ten percent of practice has involving product liability, franchise disputes, real estate, corporate breakups, shareholder disputes, valuations and drafting with respect to transactional matters. Forty percent of practice has involved serving as an arbitrator and mediator, and representing clients in arbitrations and mediations. Over the past five years, serving as an arbitrator and mediator has become the biggest part of the practice. Clients have included large publicly traded Fortune 100 companies, medium-sized and small businesses, governmental entities both domestic and foreign, international banks, insurance and reinsurance companies, unions, entertainment companies, computer companies, healthcare companies and individuals.
<b>Alternative Dispute Resolution Experience</b>	Has served as an arbitrator in excess of 200 matters over the past 25+ years for the American Arbitration Association as a sole arbitrator, as a panel member, and as chairman of the panel. These include, among other matters, a lengthy hearing involving two Fortune 100 companies concerning the alleged breach of a drug fulfillment contract that involved claims in excess of \$100M; a lengthy hearing concerning an alleged fraud in the purchase of a large corporation that raised numerous accounting and valuation issues; a lengthy hearing involving a Fortune 100 company over a supply contract with respect to power generation involving claims in excess of \$50M; a lengthy hearing involving a Fortune 100 company concerning patents claims in excess of \$50M, which involved extensive discovery and motion practice; a lengthy hearing involving a dispute with an international franchisor and a large franchisee, which included a hearing on a motion for a preliminary injunction; a lengthy hearing involving a large acquisition by a publicly traded company; a hearing involving compensation under FIFRA; a hearing involving a group of single room occupancy hotels in New York City; a hearing involving a large design contract; a hearing concerning the breach of a large event contract with respect to the Superbowl, a number of hearings involving

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publication rights and insurance coverage with respect to directors and officers liability, as well as other claims; a hearing involving the management contract of a well known performer; hearings involving securities including claims with respect to mergers and acquisitions, stock valuations, appraisals, misrepresentation, and fraud; a hearing involving a partnership dispute with respect to a chain of retail stores; a hearing involving the break-up of a computer service company; a hearing involving a Fortune 100 company concerning franchise and intellectual property rights; a hearing concerning computer programming; a hearing concerning television stations and amusement facilities; hearings involving partnership breakups involving law firms and other business entities, as well as their valuations; and in excess of 150 other disputes on a wide variety of subjects. Has also served as a mediator in numerous matters for the Southern District of New York, the New York County Supreme Court, and the American Arbitration Association, both with regard to domestic and international disputes, as well as private mediation involving Fortune 500 companies. Matters mediated have included a dispute between the Federal Government and the City of New York, a dispute involving a national sports league and a dispute involving a national retail chain. In addition, has been selected to the Panel of Mediators and Arbitrators for the Liberty Mutual Hurricane Sandy ADR Program being run by Ken Feinberg, and as a mediator for the Superstorm Sandy Panel being run by the AAA. Have also represented parties over the years in numerous arbitrations and mediations.

### **Alternative Dispute Resolution Training**

AAA ACE 13 ~ Dealing with Difficult Attorneys in Arbitration, 2017; AAA Exercising Arbitrator Discretion: A Look at Some Best Practices (ACE011), 2016; AAA Avoiding Ten Common Missteps Arbitrators Make (ACE010), 2015; AAA "Exceeded Powers": Recent Trends in Challenging Arbitrator Authority, 2014; AAA Using Experts Effectively in Arbitration, 2013; NYS Bar Association Dispute Resolution Section Annual Meeting, 2013, 2012; AAA Maximizing Efficiency & Economy in Arbitration: Challenges at the Preliminary Hearing, 2011; AAA Muscular Arbitration: Trimming the Fat Out of Arbitration, 2011; AAA Fundamentals of Effective Mediation Advocacy, 2010; AAA How to Prevent Arbitrations from Transforming into Litigations, 2009; AAA Arbitrator Boundaries: What are the Limits of Arbitrator Authority?, 2009; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2008; AAA Arbitrator Ethics & Disclosure (ACE003), 2007; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2005; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2003; AAA Annual Arbitrator Update, 2002; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2001; AAA Commercial Arbitrator Training, 1999; U.S. District Court, Southern District of New York, Mediation Training 1996, 1995.

### **Professional Licenses**

Admitted to the Bar: New York, 1977; U.S. District Court: Southern and Eastern Districts of New York; U.S. Court of Appeals: Second, Third, Fifth, and Eleventh Circuits; U.S. Supreme Court.

### **Professional Associations**

Association of the Bar of the City of New York (Committee on Alternate Dispute Resolution); New York State Bar Association (Section on Alternate Dispute Resolution and Executive Committee); College of Commercial Arbitrators

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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.

(Fellow); Dartmouth Lawyers' Association; New York State Dispute Resolution Association; Chartered Institute of Arbitrators; Litigation Counsel of America (Fellow).

**Education**

Dartmouth College (AB, summa cum laude-1973); Columbia University (JD, Law Review Board of Editors, Stone Scholar-1976).

**Publications and Speaking Engagements**

"Personal Injury and Product Liability Litigation", Prentice Hall, 1987; serves annually as a Judge in the National Moot Court Competition, and has taught the "Practice of Law" course at Columbia Law School; also serves on Boards of two non-profits; co-founder of Sunday Supper, an organization that feeds the hungry. Has authored three novels.

**Citizenship**

United States of America

**Languages**

English

**Locale**

New York, New York, United States of America

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