



AAA Mediation.org™

## Arthur D. Felsenfeld, Esq.

Garden City, New York



**Current Employer-Title** Jaspan Schlesinger Narendran LLP – Of Counsel

**Profession** Attorney

**Work History** Of Counsel, Jaspan Schlesinger Narendran LLP, 2017 – Present; Of Counsel/Partner, Andrews Kurth Kenyon LLP, 1994 – 2017; Partner/Associate, Shea & Gould, 1975 – 1994; Graduate Teaching Fellowship in Accounting, Brooklyn College, 1974 – 1975.

**Experience** Over 45 years' experience in an extremely diverse general commercial litigation and arbitration practice, with particular emphasis on securities and broker/dealer litigation and arbitration, accountant's liability, corporate and partnership disputes, bankruptcy and real estate litigation, employment matters, including claims for violation of restrictive covenants and breach of fiduciary duty, executive compensation disputes and controversies arising out of stock and asset purchase agreements. Extensive experience with matters involving financial and accounting issues. As both counsel and neutral, have handled numerous cases involving technology issues, including retrieval and preservation of electronically stored information ("ESI") and development of and compliance with ESI protocols.

**Mediator Experience** Experience includes the mediation of an accounting malpractice action brought by a former hedge fund client against a large accounting firm, a contractual dispute between an international distributor and its logistical service provider, a dispute between a private company and a large accounting firm involving a claimed faulty audit, a customer claim against an investment firm asserting lack of suitability of investments, a dispute between members of an LLC, including issues relating to termination of employment, breach of contract and fiduciary duties and valuation of ownership interests, an accounting malpractice dispute arising out of a tax engagement, a dispute over amounts owed between a real estate brokerage firm and former agents, a dispute relating to the interpretation of a commercial lease and the calculation of rent thereunder, a dispute between a seller and real estate broker seeking a commission, an action for breach of contract in connection with the sale of residential mortgage loan contracts, a fee dispute arising out of an expert valuation engagement, claim for a breakup fee under a financing agency agreement, an action to enforce anti-dilution provisions related to convertible preferred stock, an action alleging contract and tort claims against a former employee who established a competing business, a claim for wrongful termination of employment, an action to recover indebtedness brought by a nursing home and client claims filed against attorneys. Mediation Panels include: Supreme Court, New York County, Commercial

Division, ADR Program; Complaint Mediation Panel of the Association of the Bar of the City of New York; New York City Bar Program for Mediation and Arbitration of Disputes Among Lawyers.

<b>Representative Issues Handled as a Mediator</b>	Issues mediated have included accounting malpractice, attorney malpractice, conversion, misappropriation of funds, tortious interference with contract, tortious interference with prospective economic advantage, breach of contract, contract interpretation, breach of duty of loyalty, breach of fiduciary duty, valuation and damages.
<b>Mediator Style &amp; Process Preferences</b>	As an experienced litigator and arbitrator, I have an appreciation of the substantive and procedural subtleties of most commercial disputes. I also recognize that litigation is not necessarily the most cost-effective means of dispute resolution. In appropriate cases, resolution through mediation, particularly in the early stages, can save parties significant time, money and distraction. First and foremost, I view my role as a mediator as one of service to the parties and their counsel. Whether by facilitating communications between litigants or exploring the full range of solutions to their issues, my focus is on the needs of the parties. Accordingly, I do not apply a cookie-cutter approach to mediation, but rather attempt to adapt the approach to the particular circumstances of the case, after initial consultation with each of the parties or their counsel.
<b>Education</b>	New York University, School of Law (JD-1975); Brooklyn College (BS, Accounting-1972).
<b>Professional Licenses</b>	Admitted to the Bar: New York (1976); U.S. District Court: Southern (1977) and Eastern (1977) Districts of New York, Northern District of Florida (2006); U.S. Court of Appeals, Second Circuit (1995).
<b>Professional Associations</b>	New York State Bar Association, Dispute Resolution Section.
<b>Recent Publications &amp; Speaking Engagements</b>	<p>PUBLICATIONS: "ADR Clauses in Accounting Engagement Letters," Dispute Resolution Journal, October 2014; "Inside the Minds: Emerging Applications for ADR," author of chapter: "International ADR Developments: Innovative Approaches to Resolving New Types of Disputes," January 2010; "'Manifest Disregard' After 'Hall Street' The Early Returns," NEW YORK LAW JOURNAL, September 18, 2008; "Soapbox: Federal Arbitration Act Tested," THE DEAL, April 28, 2008; "Inadvertent Jury Trial Waiver," NEW YORK LAW JOURNAL, June 27, 1994.</p> <p>SPEAKING ENGAGEMENTS: Panelist, "Best Practices: Roundtable on Different Approaches to Arbitration," New York State Bar Association, September 27, 2021; Speaker, "Dispute Resolution Among Lawyers," New York City Bar Association, May 3, 2012; Faculty, "Drafting Arbitration Clauses: Pre-Nuptials for Businesses," City Bar Center for CLE, April 7, 2010; Speaker, Regulating Broker-Dealers and Other Investment Entities," NYU Stern School of Business, April 20, 2009; Panelist, "The Impact of Corporate Governance on Financial Reporting and Capital Markets," NYU Stern School of Business, April 29, 2008.</p>
<b>Locations Where Parties Will Not be Charged for Travel Expenses</b>	No charge for travel expenses in NYC or Long Island.
<b>Mediation Rate</b>	\$550 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Garden City, NY

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.