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Profession

Arbitrator, Mediator

Current Employer-Title

MJG Arbitration (f/k/a Marc J. Goldstein Litigation & Arbitration Chambers) –
Founder

Work History

Founder, MJG Arbitration & Mediation, 2007 – Present; Leader of International Arbitration Practice, Hodgson Russ LLP, 2004 – 2007; Leader of International Arbitration Practice (1999 – 2003), Proskauer Rose LLP, 1980 – 2003.

Experience

Practice devoted entirely to commercial litigation, arbitration and dispute resolution throughout career.

Chair, Sole Arbitrator and Co-Arbitrator in international or domestic commercial arbitrations under ICDR, LCIA, ICC, CPR and AAA Commercial/Large and Complex Case Rules. Mediator of international and US domestic commercial disputes; certified by International Mediation Institute (IMI) in 2015.

Subject matters of cases as arbitrator (see specific engagement descriptions on website, www.lexmarc.us) : accounting, accountant liability, aviation - private luxury aircraft design/engineering, breach of contract, commercial banking, China, commercial contracts, construction, consumer electronics, consultant compensation, currency trading, deceptive trade practices, Delaware corporation law, derivatives, distribution, employment, energy, engineering, fiduciary duty, finance, Forex, fraud, franchise, hedge funds, intellectual property, interim measures, injunctions, insurance, investment management, insider trading, investment banking, inter vivos trusts, life sciences, limited liability companies, joint ventures, mergers and acquisitions, medical technology, mining, minority shareholder rights, negligence, New York law, options trading, partnership, patent licensing, pharmaceutical licensing, pharmaceutical manufacturing, private placements, Ponzi schemes, power cogeneration, professional malpractice, private banking, procurement, proprietary trading, real estate, reverse mergers, RICO, Uniform Commercial Code Article 2, US federal securities liability.

Subject matters of cases as mediator (see specific engagement descriptions on website, www.lexmarc.us): price fixing, antitrust damages, industrial engineering/design defects, syndicated commercial lending, real estate lending, executive compensation, mergers and acquisitions, reinsurance coverage, commercial contracts, joint ventures, fiduciary obligations, investment banking, insurance brokerage, non-profits finance, attorney-client.

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Subject matters of cases as advocate: accounting; accountant liability and malpractice; aviation -- private luxury aircraft purchase and sale; industrial machinery engineering/design; construction cost accounting; commercial real estate development; currency swaps and other derivatives; broker-dealer liability; Generally Accepted Accounting Principles; imported steel and pipe design defects; imported apparel distribution; imported foods distribution; music publishing; professional sports -- franchises, merchandising, broadcast regulation, collective bargaining, employment; merger purchase price adjustments; pharmaceuticals patent licensing; expropriation -- pharmaceuticals industry investment; expropriation -- residential real estate industry investment; expropriation -- cable television franchise investment; telecommunications -- wireless franchises abroad; ISDA contracts; health care facilities financing; life insurance sales practices; commercial lending/secured creditor rights; partnership and closely-held corporation dissolution; minority shareholder rights; valuation of expropriated property; contracts; international entertainment joint ventures; joint ventures with China state enterprises; US Age Discrimination Law, US Civil Rights Statutes; US antitrust law -- monopolization, restraint of trade, price discrimination; US securities law civil liability, US copyright law, US and NY trademark law, US bankruptcy law -- Chapter 11 reorganization, preferential transfers, adversary proceedings; New York and Delaware corporation laws, Vienna Sales Convention, Uniform Commercial Code -- Article 2 sales law, Article 9 secured creditor rights, enforcement of foreign judgments and arbitral awards, Federal Arbitration Act, New York Convention, antisuit injunctions.

Alternative Dispute Resolution Experience

Arbitrator, mediator, and counsel in arbitrations and related judicial proceedings.

1985-2018 acted as advocate in more than 100 arbitrations under arbitration rules of ICC, ICDR, AAA (commercial), Singapore Arbitration Centre, Danish Arbitration Institute, UNCITRAL, NASD, New York Stock Exchange, and others.

Arbitrator Rosters: ICDR, AAA Commercial, AAA Large and Complex Case, CPR National and International Panels, CPR Accounting, Banking and Finance Panel and Entertainment Panel; Hong Kong International Arbitration Centre; ICC North America Arbitrator Database; Asian International Arbitration Centre, Chicago International Dispute Resolution Association, Toronto Commercial Arbitration Society member database; College of Commercial Arbitrators member database.

Mediator Rosters: ICDR, AAA Commercial, U.S. District Court Southern District of New York; New York Supreme Court Commercial Division in New York, Westchester and Suffolk Counties.

Alternative Dispute Resolution Training

Dubai Arbitration Week Programs (Virtual), Nov. 2020; New York Arbitration Week Programs (Virtual), Nov. 2020 ; ACE20 Cyber Security: A Shared Responsibility, 2020; ICC Paris Arbitration Week Program on Virtual Hearings (Virtual), July 2020; Tel Aviv Arbitration Day, Mar. 2020; AAA Online Course: "Arbitrating Domestic & International Life Science Disputes", 2019; Fordham Arbitration Conference, New York, Nov. 2019; College of Commercial Arbitrators Annual Conference, San Francisco, Oct. 2019; ICC Canada Conference, Banff, Oct. 2019; AAA/ICDR Symposium on Life Sciences Disputes, Philadelphia, May

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

2019; GAR Live International Construction Disputes, Paris, April 2019; AAA/ICDR/AAA Mediation.org Panel Conference, 2019; ICC Symposium on Duration, Time, Timeliness, Montreal, March 2019; IBA Arbitration Day, Montreal, March 2019; LCIA North American Users Council program, Montreal, March 2019; AAA Neutrals Conference, Nashville, March 2019; AAA-ICDR/ICC/ICSID Joint Colloquium, Washington DC, December 2018; AAA Smarter Faster Cheaper Technology Dispute Resolution Conference, New York, November 2018; Fordham Annual International Arbitration & Mediation Conference, New York, November 2018; ICC Canada Annual Conference, Ottawa, November 2018; IBA Annual Conference Committee D Sessions, Rome, October 2018; College of Commercial Arbitrators Annual Conference, Atlanta, October 2018; ICC Fall Conference New York, September 2018; AAA Arbitrator Performance and Demeanor - Meeting Participant Expectations ACE18, 2018; IBA Arbitration Day, Buenos Aires, February 2018; AAA-ICDR/ICC/ICSID 34th Annual Joint Colloquium on International Arbitration December 2017; Fordham Conference on International Arbitration and Mediation, New York, November 2017; AAA When Experts Come From Different Planets: Tips for Maximizing the Value of Experts, 2017; AAA Addressing the Challenges of Demanding Arbitrations: Part 2 - The Hearing Phase, the Award, and Beyond, 2017; IBA Arbitration Day, Milan, March 2017; ICC Symposium on Costs, LCIA Users Council Symposium and IBA Arbitration Day, Shanghai, March 2016; AAA/ICDR/Mediation.org Panel Conference, New Orleans, February 2016; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2015. Similar programs in years prior; Mediation Training and Experience: Harvard Program on Negotiation Advanced Level Master Class (November 2016); Harvard Program on Negotiation Webinar, "Bargaining With the Devil: Strategies and Techniques for Negotiating with Tough Opponents", presented by Robert H. Mnookin (July 13, 2016); International Mediation Institute (IMI) mediator certification course, Brussels, August 2015 (successfully completed and certification obtained); Harvard Program on Negotiation, September 2013; Recently completed reading on Conflict Resolution: Pdraig O'Malley, The Two-State Delusion: Israel and Palestine --A Tale of Two Narratives (completed July 2017); Deepak Malhotra, Negotiating the Impossible: How to Break Deadlocks and Resolve Ugly Conflicts (completed July 2016); Robert H. Mnookin, Beyond Winning: Negotiating to Create Value in Deals and Disputes (completed July 2016); Robert H. Mnookin, Bargaining With the Devil: When to Negotiate, When to Fight (completed July 2016); Daniel Shapiro, Negotiating the Nonnegotiable: How to Resolve Your Most Emotionally Charged Conflicts (completed July 2016); Viet Than Nguyen, Nothing Ever Dies: Vietnam and the Memory of War (completed June 2016)

Education

University of Virginia Law School (JD, Member, Virginia Law Review-1980);
University of Pennsylvania (BA, magna cum laude-1976).

Professional Licenses

Admitted to the Bar: New York, 1981; New York's state and federal trial and appellate courts.

Professional Associations

Elected: National Academy of Distinguished Neutrals; International Council on Commercial Arbitration; American Law Institute (Members' Consultative Group)

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for Restatement (Third) of The U.S. Law of International Commercial Arbitration); International Arbitration Club of New York; Committee on International Commercial Disputes, New York City Bar Association (2011-2017, 2019-present); Committee on Arbitration, New York City Bar Association; College of Commercial Arbitrators (Fellow); Chartered Institute of Arbitrators (Fellow); London International Arbitration Club; Toronto Commercial Arbitration Society; American Bar Foundation (Fellow); American Bar Association (Section of International Law).

Voluntary: London Court of International Arbitration; International Chamber of Commerce (US Arbitration Committee); International Bar Association (Committee D - Arbitration); Institute for Transnational Arbitration (Dallas; Advisory Board); Swiss Arbitration Association; Institute D'Arbitrage Internationale.

Non-Profit Affiliations: Jewish Center of the Hamptons (Board of Trustees).

Publications and Speaking Engagements

Founder (2009) of Arbitration Commentaries: <http://arbblog.lexmarc.us> Published more than 250 essays on contemporary issues in law and practice of international commercial arbitration.

Other Treatise Chapters and Articles (non-exhaustive list): Practising Law Inst., Arbitrating Commercial Disputes in the United States (2d ed. 2020 and 1st ed. 2018), Ch. 4 "Arbitrability & Jurisdiction"; "The Daesang Decision: New York's Manifestly Misunderstood Law on Vacating Awards," ICC Disp. Res. Bull. Winter 2018-19 ; "Deciphering DeGusa: The Enforcement in U.S. Courts of International Arbitration Awards Against Alter Egos of the Award-Debtor," Vol. 29 No. 4 Am. Rev. Int'l Arb. (2018); "A Glance Into History for the Emergency Arbitrator," 40(3) Fordham Int'l L.J. 779 (2017); "Living (or Not) with the Partisan Arbitrator: Are There Limits to Deliberations Secrecy?", 32(4) Arb. Int'l 589 (2016) (<https://doi.org/10.1093/arbitint/aiw013>); "A Model Federal Arbitration Summons to Testify and Present Documentary Evidence At an Arbitration Hearing," (Project of the Int'l Commercial Disputes Comm. and the Arbitration Comm. of the NYC Bar Ass'n - - Principal Author), 26 Am. Rev. Int'l Arb. 3 (2015); "Annulled Awards in the U.S. Courts: How Primary Is 'Primary Jurisdiction'?", 25 Am. Rev. Int'l Arb. 1 (2014); "Application of the Doctrine of Forum Non Conveniens in Summary Proceedings for the Recognition and Enforcement of Awards Governed by the New York and Panama Conventions: Report of the International Arbitration Club of New York" (with Prof. Linda J. Silberman), 24 Am. Rev. Int'l Arb. 1 (2013); "Should the Real Parties in Interest Have to Stand Up? -- Thoughts About a Disclosure Regime for Third-Party Funding in International Arbitration," (TRANSNAT'L DISP. MGMT, Nov. 2011).

Recent Speaking and Teaching Engagements: Osgoode Hall Law School, Toronto, Prof'l Dev. Program, Nov. 2020 (Arbitrator Selection, Procedural Conference Techniques); CPR Canada Program of Canadian Arbitration Week (Emergency Relief for Asset Protection), September 2020; ABA Int'l Section Annual Moscow Conference (Virtual) (Corruption in Investment Arbitration), Sept. 2020; ICC Annual N.Y. Conference, Oct. 2019 (Finality of Awards); Osgoode Hall Law

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School, Toronto, Prof'l Dev. Program, Nov. 2019 (Procedural Conference techniques), March 2019 (Interim Relief), Dec. 2018 (Procedural Conferences); Toronto Commercial Arbitration Society "Gold Standard" Training Program, Nov. 2019 (Arbitrator Interviews and Disclosures); White & Case/PriceWaterhouseCoopers Training Program for ICC Young International Arbitration Group: "Cross-Examination of Damages Experts, The Arbitrator Perspective", June 2018; Western Canada Commercial Arbitration Society Annual Conference presentation: "How Arbitrators Apply the Law", May 2018; New York International Arbitration Club presentation: "The Delicate Diplomacy of Deposits for the Arbitrators' Fees", May 2018; New York International Arbitration Club presentation: "Looking for Law in All the Right Places: A Modern Spin on Jura Novit Arbitrator", March 2018; USC/JAMS Arbitration Institute Symposium on Current Issues in International Arbitration: "Discovery (domestic) and Information Exchange (international): How Crucial Are the Differences?", March 2018; AAA/ICDR Seminar Lecture: "Disclosure and Conflict Issues in Third Party Funding: Arbitrator and Counsel Perspectives", February 2018; Toronto Commercial Arbitration Society Member Certification Course, November 2017; Toronto Commercial Arbitration Society Annual Meeting Program May 2017: Efficiency in International Arbitration; The Fordham Conference on International Arbitration, New York, November 2016, "Emergency Arbitration "; Similar teaching and presentations in prior years.

Awards and Honors

RECOMMENDED IN: Chambers & Partners 2020 Global Guide: USA, International Arbitration: Arbitrators, Band 1 and Chambers & Partners 2020 USA Guide: International Arbitration, 2020 WWL (Who's Who Legal), International Arbitration Leading Individual; Best Lawyers in America 2021; New York Super Lawyers 2021. Similar honors in prior years.

Citizenship

United States of America

Languages

English

Locale

New York, New York, United States of America

Compensation

Hearing: \$800.00/Hr
Study: \$800.00/Hr
Cancellation Period: 0 Days
Comment:

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