



Richard H. Silberberg, Esq.
Dorsey & Whitney LLP

Current Employer-Title	Dorsey & Whitney LLP - Partner
Profession	Attorney - Commercial and International Litigation and Arbitration
Work History	Chair, Policy Committee (2015-present), Co-Chair, International Arbitration and Litigation Group (2015-present), Co-Chair, Class Action Litigation Group (2013-present), Partner-in-Charge, Global Litigation and Advocacy Group and Member of Management Committee (2007-2012), Partner, Dorsey & Whitney LLP, 1988-present; Partner/Associate, Delson & Gordon, 1975-87.
Experience	<p>25 years of experience as mediator and arbitrator of complex commercial disputes for American Arbitration Association, International Centre for Dispute Resolution, ICC International Court of Arbitration, International Institute for Conflict Prevention and Resolution, and ad hoc and court-annexed tribunals.</p> <p>Presiding arbitrator, co-arbitrator and sole arbitrator in approximately 200 domestic and international commercial arbitrations (including class arbitrations), author of dozens of reasoned arbitration awards, and mediator of approximately 150 domestic and international commercial disputes in a wide variety of industries including entertainment and media; financial services; food and hospitality; franchising; healthcare and insurance; law and accounting; licensing; product distribution; real estate, construction and design; and technology.</p> <p>Vice President, College of Commercial Arbitrators; Board of Directors and Executive Committee, New York International Arbitration Center; Executive Committee, New York State Bar Association Dispute Resolution Section; American Arbitration Association Commercial, Large Complex Case and Master Mediation Panels; CPR Cross Border and Franchise Panels. International Who's Who of Commercial Mediation, 2011-2016; Best Lawyers in America, Arbitration and Mediation, 2006-2016.</p> <p>40 years of experience handling highly-diversified commercial and international litigation and arbitration practice involving representation of litigants in broad range of disputes including antitrust, RICO and securities violations; defamation and invasion of privacy; employment discrimination and financial services employment agreements; false advertising, misappropriation of trade secrets, unfair competition and other business torts; franchising, licensing and product distribution; healthcare and insurance; intellectual property; investment management, joint venture, merger & acquisition and stock purchase agreements; and real estate, construction and design in federal and state courts, and in administrative, arbitration and mediation proceedings.</p>
Alternative Dispute	Illustrative subject matter areas and types of disputes handled as a neutral include:

Richard H. Silberberg, Esq.
Neutral ID : 108706

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.

Resolution Experience

- Entertainment and Media: Alleged breaches of national media spokesperson endorsement agreement, international sports and entertainment license and promotional agreement, and movie and theatrical development rights agreements
- Financial Services: Alleged breaches of agreements governing consulting arrangements, executive compensation including bonus and earn-out plans, investment management, joint ventures, mergers and post-merger obligations, stock purchases and redemptions, and valuations
- Food and Hospitality: Alleged breaches of international food and beverage supply agreements and hotel operator agreements
- Franchising: Restaurant franchisors' alleged territory encroachments and breaches of development agreements; international real estate brokerage franchisors' alleged breaches of franchise and sub-franchise agreements; telecommunication providers' alleged breaches of wireless franchise agreements
- Healthcare and Insurance: D&O, general liability and property damage insurance companies' alleged failures to indemnify; healthcare company's alleged breaches of mental health parity requirements; alleged breaches of medical/dental practice acquisition and partnership agreements; pharmacy benefits manager's allegedly wrongful termination of network pharmacy
- Law and Accounting: Alleged legal and accounting malpractice; disputes between law firms and former partners, including allegedly wrongful termination; accounting firm's alleged breach of obligations to withdrawing partners
- Licensing: Alleged breaches of pharmaceutical license, commercialization and development agreements; alleged failures to use best efforts to market and pay licensing fees on patented products; alleged breach of world-wide license to distribute trademarked products; alleged breaches of luxury goods license agreements
- Product Distribution: Alleged breaches (including wrongful cancellations and terminations) of dozens of retail dealer, wholesale distributor and other supply agreements in biotechnology, business equipment, energy, manufacturing, medical device, pharmaceutical and other industries
- Real Estate, Construction and Design: Alleged breaches of design, real estate syndication and brokerage commission agreements
- Technology and Aviation: Alleged breach of international telecommunications sales representative agreement; alleged failure to place adequate computer support infrastructure at investment banking firms; alleged breach of aircraft lease agreement

Alternative Dispute

Faculty, ABA, Secrets of Success: Unique Problems in Commercial Arbitration

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Resolution Training and Best Practices for Managing Them, 2016; AAA/ICDR/Mediation.org Panel Conference, 2016; Faculty, AAA, The "How To" of Presenting Damages in Arbitration, 2015; Faculty, AAA, Dispositive Motions: When to Make Them; When to Grant Them, 2015; Faculty, Building a Sustainable ADR Practice, New York State Bar Association, 2015; Faculty, Show Me the Money: The Effective Presentation of Damages in Arbitration Versus Litigation, 2015; Faculty, New York State Bar Association, Commercial Arbitration Training for Arbitrators and Counsel, 2015, 2014; Faculty, AAA, Managing a Successful Arbitration, 2014; Faculty, AAA, The Preliminary Hearing: Preliminary, But Not Just Procedural, 2014; ICDR/IBA Four Roundtables in Times Square - Putting the Spotlight on International Arbitration on Broadway, 2011; Faculty, AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2010; College of Commercial Arbitrators Annual Meeting, 2014, 2013, 2012, 2011, 2010; AAA, Arbitrator Ethics & Disclosure (ACE003), 2006; Faculty, AAA, Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 2005; Faculty, AAA Seeking Interim Relief In Arbitration, 2005; Faculty, AAA, Best Practices For Arbitrating Large Complex Cases, 2005; Faculty, AAA, Optimizing the Hearing, 2005, 2004; Faculty, AAA, Best Practices in Complex Arbitration, 2005; AAA Neutrals Conference, 2005, 2003; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2003; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; Faculty, AAA, Drafting Effective Arbitration Clauses, 2002; AAA Arbitrator Update 2001; AAA Commercial Arbitrator Training, 1998; AAA Train the Trainer Program, 1998; AAA Hearing Chair Training, Arbitration Day, 1992; Center for Public Resources Mediation Training, 1992.

Professional Licenses Bar Admissions: New York, 1976; U.S. Supreme Court, 1994; U.S. Court of Appeals: First (1997), Second (1981), Third (1991), Ninth (2015), Eleventh (1996) and Federal (1988) Circuits; U.S. District Court: Southern and Eastern Districts of New York (1976), Northern District of New York (2015); U.S. Court of International Trade, 1983.

Professional Associations College of Commercial Arbitrators (Vice President); New York International Arbitration Center (Board of Directors and Executive Committee); Dispute Resolution Section of New York State Bar Association (Executive Committee and Co-Chair, CLE and Programming Committee); Association of the Bar of the City of New York (International Commercial Disputes Committee); National Academy of Distinguished Neutrals; New York Academy of Arbitrators and Mediators; Chartered Institute of Arbitrators; London Court of International Arbitration; International Arbitration Club of New York; Treasurer and Board of Directors, Fund for Modern Courts; Board of Directors, Lawyers' Committee for Civil Rights Under Law.

Education University of Wisconsin-Madison (BA-1972); New York University (JD-1975).

Publications and Speaking Engagements Panelist, "Mediation - The Future for Corporate Disputes," ACQUISITION INTERNATIONAL, February 2012; Co-author, "McLaughlin v. American Tobacco Co.: Raising the Bar Even Higher for Fraud-Based Consumer Class Actions," ANDREWS LITIGATION REPORTER, August 2008; Co-author,

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"Product Defect Suits and Failure to Manifest," NEW YORK LAW JOURNAL, May 2008; Panelist, "Straight Talk About B2B Arbitration," American Arbitration Association and NATIONAL LAW JOURNAL, May 2004; Panelist, "Best Practices in Large, Complex Cases: A Practitioner's Roundtable," DISPUTE RESOLUTION JOURNAL, May-July 2004; Panelist, "The Antitrust Injury Doctrine: Adding Insult to Injury?" American Bar Association, April 2002; Author, "Antitrust Injury in Dealer Termination Cases: One Standard or Two?" Antitrust Law Section, American Bar Association, April 26, 2002; Panelist, New Jersey Commission on Professionalism in Law, September 2002; Panelist, "Representing Clients in Court Ordered and Other Mediations," Association of the Bar of the City of New York, October 1999; Panelist, "What the Business Lawyer Needs to Know About ADR," Practising Law Institute, January 1998, June 1999; Co-author, "'Morris' Fortifies the Corporate Veil," NEW YORK LAW JOURNAL, April 12, 1994.

Awards and Honors New York Super Lawyers -- Business Litigation, 2006-2016

Citizenship United States of America
Languages English
Locale New York, New York, United States of America

Compensation

Hearing:	\$550.00/Hr
Study:	\$550.00/Hr
Travel:	\$0.00/Hr
Cancellation:	\$0.00/Hr
Cancellation Period:	0 Days
Comment:	Requests reimbursement for out-of-town travel expenses.

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