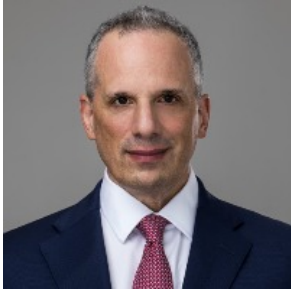




Ethan A. Brecher, Esq.

New York, New York



[View Video](#)

**Primary Areas of Expertise**

Employee Restrictive Covenants  
Employment Discrimination  
Workplace Defamation  
Compensation-Related Disputes

**Current Employer-Title** Law Office of Ethan A Brecher LLC - Owner

**Profession** Attorney

**Work History** Owner, Law Office of Ethan A Brecher LLC, 2012 - Present;  
Partner/Associate, Liddle & Robinson LLP, 1991 - 2012; Student Intern, U.S  
Attorney’s Office SDNY, Civil Division, 1991; Summer Law Clerk, USDJ  
SDNY Mary Johnson Lowe, 1990; Summer Law Clerk, NYS Attorney  
General’s Office Investor Protection Bureau, 1989.

**Employment Practice Experience** Expertise with issues involving: compensation and wages (e.g., bonuses, commissions, equity); discrimination (age, ethnicity, gender, national origin, sexual orientation); harassment; non-compete/non-solicit/confidentiality; pregnancy/maternity; retaliation; severance; Title VII (and state and local equivalents); whistleblower; workplace investigation; and wrongful termination.

**Experience** Practice has been focused for 34 years in representing primarily employees mostly in arbitrations and mediations involving: compensation disputes/breach of contract (bonuses, severance, stock and equity, commissions, crypto) at major securities firms/broker-dealers, hedge funds, technology start-ups, established technology firms, employment termination without cause, and breach of employment agreements; restrictive covenant disputes breach of non-compete, non-solicitation and confidentiality agreements; wrongful termination (including breach of contract and common law); defamation and tortious

*Ethan A. Brecher, Esq.*

*Neutral ID : 5799469*

The AAA’s Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA’s Roster.

The information contained in this resume has been supplied solely by the individual arbitrator 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 an arbitrator’s resume. If you have any questions about an arbitrator’s experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.



interference in the workplace/employment context; promissory notes signed by employees; regulatory investigations for FINRA rule violations; age and gender discrimination (including sexual harassment and retaliation); workplace disputes (e.g., doctor being investigated for violation of workplace codes of conduct, trader for violating SEC rules that resulted in cancellation of deferred equity compensation, cancellation of compensation due to regulatory investigations); and whistleblower claims under Dodd-Frank/Sarbanes-Oxley.

Defended a hedge fund and start-ups in matters involving breach of contract, claims asserted against employees for breach of non-solicit and confidentiality agreements, and also counseled a major hedge fund client on a variety of employment issues involving the termination of employees. Filed claims for discrimination, retaliation, and unequal pay under Title VII, ADEA, and the Equal Pay Act at the EEOC; pursued claims for discrimination under the New York State and New York City statutes prohibiting discrimination; filed claims for violations of Section 190 et seq of the New York Labor Law (and similar wage statute claims from other states) involving claims for compensation and compensation discrimination; litigated a wage claim under the New York Labor Law before the NY State Department of Labor; served on the Second Circuit Pro Bono panel and successfully represented an appointed client on a Title VII claim on appeal; represented employees in investigations conducted by FINRA involving violations of FINRA's rules.

### **Alternative Dispute Resolution Experience**

Acted as counsel to plaintiffs and occasionally defendants in dozens of arbitrations and mediations involving primarily employment termination, breach of employment agreements, failure to pay commissions, discrimination, retaliation, and compensation-related disputes, as well as non-competition, non-solicitation and confidentiality agreement issues, equity/stock issues, defamation, and wrongful termination. Significant favorable outcome in federal appellate litigation concerning judicial review of an arbitration award in *Gherardi v Citigroup Glob. Markets Inc.*, 975 F3d 1232 [11th Cir 2020] (language in employment contract with arbitration clause was open to interpretation, and therefore court had to defer to decision of arbitration panel to award damages against employer).

### **Education**

NYU School of Law (J.D., Annual Survey of American Law, Articles Editor - 1991); Cornell University (B.A., cum laude, History – 1988).

### **Professional Licenses**

Admitted to the Bar: New York (1992), Connecticut (1991); various Federal District Courts and Appellate Courts; US Supreme Court (1996).

*Ethan A. Brecher, Esq.*

*Neutral ID : 5799469*

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator 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 an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.



## Professional Associations

The American Law Institute (Elected Member, 2013-present); New York State Bar Association; New York City Bar Association Labor & Employment Law and Arbitration Committees (2025-26).

### Prior Affiliations:

NYU Center for Labor and Employment Law Advisory Board Member (2014-2019); U.S. Court of Appeals for the Second Circuit Pro Bono Panel (2012-2015); NYC Bar Association, Arbitration Committee Member (2004-2005).

## Recent Publications & Speaking Engagements

FINRA Should Limit Brokerages' Post-Arbitration Appeals, Law360 (Feb. 3, 2021)

Failing to Pay a FINRA Arbitration Award: The Good, The Bad and The Ugly, New York Law Journal (Oct. 4, 2017)

Non-Mutual Issue Preclusion in Arbitration. NYU 67th Annual Conference on Labor (June 5-6, 2014)

When to Defend Promissory Note Cases? That One in a Thousand Case, New York State Bar Association (March 2014)

Compensation Claims in Security Industry Arbitration, Compensation, Work Hours and Benefits, Proceedings of the New York University 57th Annual Conference on Labor (Wolters Kluwer 2009)

“Whistleblower Claims before the NASD and NYSE,” published in Retaliation and Whistleblowers, Proceedings of the New York University 60th Annual Conference on Labor (Wolters Kluwer 2009).

The Treasury Department’s ‘Compensation Czar’, New York Law Journal (Oct. 13, 2009)

Theft of a Trade Secret Is Now a Federal Crime, New York Law Journal (May 7, 2007)

Brokerages Deal With Question of Unclean Hands, New York Law Journal (April 18, 2002)

Putting the Reins on Employment Arbitration: Courts Safeguard Employee Rights, New York Law Journal (Aug. 24, 1999)

*Ethan A. Brecher, Esq.*

*Neutral ID : 5799469*

The AAA’s Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA’s Roster.

The information contained in this resume has been supplied solely by the individual arbitrator 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 an arbitrator’s resume. If you have any questions about an arbitrator’s experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.



Use of Subpoenas in Arbitration, New York Law Journal (July 18, 1996)

**Citizenship**

United States of America

**Languages**

English

**Compensation**

Hearing: \$650.00/Hr

Study: \$650.00/Hr

Travel: \$650.00/Hr

Cancellation Period: 0 Days

Comment: No charge to travel to any hearing location in NYC metro area.

*Ethan A. Brecher, Esq.*

*Neutral ID : 5799469*

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator 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 an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.