



## **Andrew Thomas Hahn Sr.** **General Counsel**

Andy has over 30 years of experience as a litigation and trial attorney. Throughout his career practicing in private law firms, he has handled various commercial litigation and employment cases. He is also certified as a Neutral for the American Arbitration Association. He serves as General Counsel and Chief Diversity Officer to the firm.

### **CONTACT**

212 820 9443  
ahahn@hawkins.com

### **EDUCATION**

Cornell Law School, J.D., 1986  
Marymount University, M.B.A.,  
1988  
Cornell University, B.A.,  
History, Cum Laude, 1983

### **ADMISSIONS**

New Jersey  
New York  
U.S. Supreme Court  
U.S. Court of Appeals for the  
Second Circuit  
U.S. District Courts for New York  
(Southern, Eastern, Western, and  
Northern), New Jersey, and  
Connecticut.

## Speaking Engagements

- **Community Leadership**  
Columbia Law School APALSA, New York, NY
- **Call to Action: Credible Roles in the Courtroom for Diverse and Women Attorneys**  
Federal Bar Council, New York, NY
- **Diversifying Outside Counsel**  
ELM Conference, Scottsdale, AZ
- **What's Your Brand? Overcoming Stereotypes and Sub-Conscious Bias**  
Cornell Law School APALSA, Ithaca, NY
- **Navigating a New Landscape: Hot Issues in Arbitration**  
Asian American Bar Association of New York, New York, NY
- **Diversity in the Dispute Resolution Process**  
New York State Bar Association, New York, NY
- **Unspoken Rules of Success in the Legal Profession**  
New York City Bar Association, New York, NY
- **Discovery Issues in Arbitration**  
American Arbitration Association, New York, NY
- **Are You Getting Any? The Joys of Billing Credit**  
National Asian American Pacific Bar Association, Atlanta, GA
- **Discovery and Evidentiary Issues in Arbitration**  
American Arbitration Association, New York, NY

## Representative Cases

*Haar v. Nationwide Mutual Fire Insurance Co.*, No. 17-cv-05425 (LAK)(S.D.N.Y.) (represented insurance company against physician claiming damages resulting filed complaint filed with the OPMC; motion to dismiss granted)

*Shapiro v. Tardalo*, Index No. 157718/2016 (Sup. Ct. N.Y. Co.) (represented insurance company against physician claiming damages resulting from cooperation with federal prosecutors investigating no-fault fraud; motion to dismiss granted)

*PharmScript, L.L.C. v. St. Francis of Williamsville Nursing Home*, Civ. Action No. 3:17-cv-05966 (D.N.J.) (represented pharmaceutical services company in breach of contract action; case settled favorably)

*Lee Rudnitsky et al. v. IBC Business Groups LLC*, Index No.: 650147/2016 (Sup. Ct. N.Y. Co.) (represented company against breach of oral contract claim; motion to dismiss granted on breach of contract claim, and case settled favorably on quantum meruit claim)

*M.V.B. Collision, Inc. v. Allstate Ins. Co.*, Civil Action No: 07-cv-00187 (E.D.N.Y.) (JFB)(MLO) (representing insurance company against auto body shop claiming millions in damages due to allegedly improper practices and procedures)

*Health Insurance Plan of Greater N.Y. v. Photobition N.Y., Inc.*, 65 A.D.3d 401, 884 N.Y.S.2d 713 (1st Dep't 2009) (represented Defendant in alleged breach of commercial sublease; complete victory for client, including award of attorneys' fees pursuant to a prevailing party provision)

*Shady Grove v. Allstate Ins. Co.*, 466 F. Supp. 2d 467 (E.D.N.Y. 2006) (representing insurance company in putative class action to recover penalty interest under NY No Fault Insurance Law; motion to dismiss for failure to state a claim granted with prejudice), *aff'd*, 549 F.3d 137 (2d Cir. 2008), *rev'd*, 130 S. Ct. 1431 (2010) (4-1-4 decision on the *Erie* Doctrine)

*Brollosy v. Margolin, Winer & Evens, LLP*, 04-CV-0873 (DRH)(ARL)(E.D.N.Y. 2006) (represented Defendant accounting firm in age discrimination case; summary judgment dismissing Complaint granted)

*In re Latex Glove Product Liability Litigation* (Sup. Ct. N.Y. Co.) (represented medical supplier in a class action lawsuit)

*In re Factor Concentrate Product Liability Litigation* (N.J. Law Div.) (represented former manufacturer of blood clotting drug in class action lawsuit commenced by hemophiliacs who contracted HIV/AIDS)

*In re Agent Orange Product Liability Litigation*, MDL 381 (E.D.N.Y.) (represents chemical company in on-going litigation pursued by a class of U.S. and Korean veterans as well as by Vietnamese nationals)

*In re Hayes Lemmerz International* (E.D. Mich.) (represented certain employee defendants in securities class action involving restatement of financial statements; employees dismissed from the case)

*In re Nanophase Technologies, Inc.* (N.D. Ill.) (represented underwriter in securities fraud class action)

*Abacus Federal Savings Bank v. Carol John Mee Lim, et al.*, Index No. 108378/03 (Sup. Ct. N.Y. County) (represented savings bank to recover embezzled funds from alleged co-conspirators)

*Conopco, Inc. v. Lam*, Index No. 110522/03 (Sup. Ct. N.Y. Co.) (represented Defendant employee in restrictive covenant and misappropriation of trade secrets case; preliminary injunction denied; case dismissed)

*Software Engineering of America v. SBB Software GmbH, et al.*, AAA Case No. 50 T 117 00575 03 (represented Claimant in breach of software licensing agreement; case settled favorably)

*Hersh v. Robert Half Inc.*, AAA No. 13 Y 114 02146 02 (represented Defendant in breach of franchise agreement; settled favorably)

*In re Tobacco Litig.*, (part of a team of attorneys that represented Philip Morris in the Third Wave of tobacco litigation)

*Venture Direct Worldwide v. Keane*, 601725/01 (Sup. Ct. New York County 2001) (represented Defendants in restrictive covenant and misappropriation case; preliminary injunction denied; case dismissed)

*Orlowski v. Sears, Roebuck and Co.*, 99 CV 0128 S(F) (W.D.N.Y. 2000) (represented Defendant in gender and disability case; summary judgment granted in favor of Defendant)

*Palmer v. Parrish*, AAA Case No. 13 160 00244 97 (1996-2001) (represented Plaintiff executive in breach of contract case. Succeeded in establishing alter ego in state court, obtained arbitration award before AAA, enforced award in state and bankruptcy courts)

*Bijan Designer For Men, Inc. v. Katzman*, No. 96 Civ. 2345 (BSJ) (S.D.N.Y.) (represented Defendant executive in restrictive covenant case; preliminary injunction denied)

*FDIC v. Milken*, Civ. No. 91-0433 (MP) (S.D.N.Y.) (represented accountants of Michael Milken in connection with securities violations over junk bond sales to S&Ls)