

Current Employer-Title Ricketts Law Office, P.C.-Owner

Profession Attorney, Educator, Arbitrator, Mediator.

Work History Founding Partner, Ricketts Case, LLP (formerly known as Sacks, Ricketts & Case LLP), 2013 – 2022; Partner, DLA Piper LLP (US), 2007 – 2013; Partner, Squire, Sanders & Dempsey (now known as Squire Patton Boggs), 1998 – 2007; Associate, Squire, Sanders & Dempsey (now known as Squire Patton Boggs), 1990 – 1998; Associate, McCabe Polese & Pietzsch, 1989 – 1990; Summer Associate, McCabe Polese & Pietzsch, 1987 – 1989.

Experience Over 30 years of trial, arbitration, injunctive relief, and mediation experience as lead and co-lead counsel in complex litigation involving the following issues:

BUSINESS DISPUTES: claims involving breach of contract; implied covenant of good faith and fair dealing; warranty; intentional interference with contract and business expectancies; director/officer liability; shareholder dilution; business valuation; enforceability of liquidated damages, arbitration, choice of law and tolling agreements.

FRANCHISE: franchisor/franchisee disputes; joint control/joint employer issues; franchise agreement terminations; consumer claims against franchisors including franchisor's liability for franchisee's membership sales after closure, expired but unused monthly membership services, false and deceptive advertisements and franchisee's membership price increases paid to franchisees.

CONSUMER: claims arising from violation of cancellation provisions and other terms in membership and service agreements; enforceability of consumer terms of use, privacy agreements, membership agreements, Terms of Use and Privacy Agreements; claims under various federal consumer statutes including the Telephone Consumer Protection Act, Electronic Fund Transfer Act, Federal Credit Reporting Act, and various states' automatic renewal statutes and consumer protection/deceptive trade practice statutes; liability to consumers from violation of consent decrees with government agency and for failure to provide advertised services. See also above Franchise experience.

RESTRICTIVE COVENANTS: misappropriation of trade secrets. breach of non-compete/anti-solicitation agreements and unfair competition claims.

SPORTS: national sports teams and arena use and management agreement disputes; violation of CCR's and golf club usage agreements; liability arising from the termination and replacement of a lead auctioneer.

FRAUD/FALSE ADVERTISING: claims for negligent misrepresentation; fraud; racketeering; securities fraud; false advertising; claims under various states' consumer protection/deceptive trade practice statutes.

DEFAMATION: defamation and libel claims and liability arising from postings, including anonymous postings, on social media sites.

EMPLOYMENT: employment class actions involving discrimination, misclassification, failure to provide meal periods and rest breaks, pay overtime, minimum wage, vacation time, and time off, and reimburse for business expenses, failure to maintain accurate records and furnish accurate itemized wage statements; wrongful termination for sexual harassment and retaliation claims; claims under California's Private Attorneys General Act; executive compensation claims; wrongful termination for false statements in an employment application; sexual harassment and retaliation in violation of the whistleblower provisions of the Todd-Frank Act and the Sarbanes-Oxley Act; cases involving multiple lawsuits asserted by different counsel, representing different parties, filed in different jurisdictions, government agencies, the Federal Enclave Doctrine and Collective Bargaining Agreements.

ALTERNATIVE ENERGY: claims arising from agreement to lease municipal property and construct mixed-waste processing facility to sort, process, and market residual recyclables, and converting municipal solid waste into energy through a gasification process.

INTELLECTUAL PROPERTY: copyright infringement, trademark infringement and Lanham Act claims.

CONSTRUCTION/REAL ESTATE: construction defect, cost overage, delay, cost overruns and change orders; disputes with developers; homeowner association claims.

TECHNOLOGY/E-COMMERCE: breach of terms of service and use and privacy agreements involving companies in the e-commerce, internet technology, identity theft, and internet security protection industries.

**Alternative Dispute
Resolution Experience**

Significant arbitration experience as a litigator in cases involving business disputes, consumer claims against companies with mandatory arbitration provisions, and contingent attorney fee agreement valuation in a multi-billion dollar settlement. Acted as a court-appointed arbitrator and mediator in cases involving contract disputes, personal injury on municipal property, consumer debt, consumer fraud, dog attacks, landlord-tenant and insurance coverage. Drafted mediation and arbitration agreements in contracts and consumer terms of use agreements. Litigated the scope of arbitration rulings and whether rulings preclude future court claims.

**Alternative Dispute
Resolution Training**

AAA Arbitration Fundamentals and Best Practices for New AAA Arbitrators, 2022; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards, 2022; Arizona Superior Court, Mediation Training, 2022; Pepperdine Caruso School of

Law, Mediating the Litigated Case, 2021.

Professional Licenses Admitted to the Bar: Arizona (1989); US District Court: Arizona (1989); US Court of Appeals: 9th Circuit (1989), 10th Circuit (1998), 11th Circuit (2000), 3rd Circuit (2004), 7th Circuit (2017); US Supreme Court (2001).

Professional Associations State Bar of Arizona
Member, Trial Law Institute
Member, Diversity Law Institute

Education Arizona State University, Sandra Day O'Connor College of Law (JD-1989); Smith College (BA-1986).

Awards and Honors Fellow, Litigation Counsel of America, The Trial Lawyer Honorary Society, 2021-2022; Best Lawyers in America – Best Lawyers®, 2021-2022; AZ Business Leaders – Business & Commercial Litigation, 2021-2022; Chambers and Partners Recognized Practitioners – Litigation: General Commercial – Arizona – Band 3, 2019-2022; Arizona Business Magazine – Top 100 Lawyers in Arizona, 2015-2022; Southwest Super Lawyer, 2007, 2011–2022; Southwest Super Lawyer, Arizona Top 25 Women, 2014-2022; Martindale-Hubbell® Peer Review Rating™ AV® Preeminent™ 5.0 out of 5, 2006-2022.

Locations Where Parties Will Not be Charged for Travel Expenses Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming

Citizenship United States of America
Languages English
Locale Cave Creek, Arizona, United States of America

Compensation

Hearing:	\$650.00/Hr
Study:	\$600.00/Hr
Cancellation:	\$4000.00/Day
Cancellation Period:	45 Days
Comment:	Cancellation fee applied only to "long-cause" matters (3 or more days reserved for arbitration hearing) with a cancellation fee cap at \$12,000 when notice is received within the 45-day window. Study rate applies only to time spent reviewing briefs and related materials and does not apply to award/order writing or deliberations.

Outside of Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming reserves the right to charge for air travel to and from the hearing venue at coach fare rate and to charge for reasonable hotel accommodations.