

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

Mediation Profession Attorney, Educator

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.

Experience as a Mediator

Extensive mediation experience representing clients in complex, multi-party mediations and in class actions. Also have had extensive discussions with and shadowed experienced mediators.

Representative Issues Handled as a Mediator

Mediated breach of contract (failure to pay a consumer debt) and landlord-tenant (late fees charges and penalties that the landlord escalated) issues.

Years of Practice as a Mediator

1

Total Number of Cases Mediated

over 75

Mediation Experience as an Advocate or Party

Have mediated over 80 complex consumer and employment class action, employment and commercial litigation, and multi-party (including government agencies) matters in which the amount in controversy ranged from \$100,000 to over a billion dollars.

In the consumer and commercial litigation context, the mediated cases have included class and individual claims involving the following issues: breach of contract, breach of the covenant of good faith and fair dealing, intentional interference with contract and interference with prospective business opportunities and quantum meruit claims; negligent misrepresentation, fraud, conspiracy, racketeering, securities fraud, false advertising, and claims under various states' consumer protection and deceptive trade practice statutes; liability arising from termination and replacement of a lead auctioneer; liability arising from the violation of user agreement and policies, particularly related to the circumvention and manipulation of daily marketing programs to entice new users; claims arising from an agreement to lease municipal property and to construct a mixed waste processing facility for the purpose of sorting, processing, and marketing residual recyclables and ultimately converting municipal solid waste into energy through a gasification process; a franchisor's liability to consumers when a franchised location closes but continues to sell memberships and for accrued but unused services; a franchisor's liability to consumers arising out of false and deceptive advertisements for services provided by franchisees; the res judicata impact of the nationwide class action settlement; a franchisor's liability to consumers for membership price increases paid to franchisees; the impact of and responsibility for delays, cost overruns and change orders on construction project; the scope of an arbitration ruling and whether it barred subsequent claims; a company's liability to consumers arising from violation of a consent decree with a government agency; a company's liability to consumers for failure to provide services advertised and in violation of membership agreement and terms and condition; a franchisor's liability for expiration of membership services provided by franchisor; a distributor's obligation to indemnify and defend patent infringement claims under a distributor agreement; and an executive's attempt to exercise expired stock options.

In the employment context, the mediated cases have included class and representative claims for failure to provide meal periods and rest breaks, to pay overtime, minimum wage, vacation time and time off, and to reimburse for business expenses; failure to maintain accurate records and furnish accurate itemized wage statements; misclassification; misappropriation of trade secrets; breach of non-compete and anti-solicitation agreements; executive compensation; claims under California's Private Attorney Generals Act (PAGA); and wrongful termination for false statements in an employment application; sexual harassment and retaliation and in violation of the whistleblower provisions of the Todd-Frank Act and the Sarbanes-Oxley Act.

Has also mediated matters involving multiple lawsuits asserted by different counsel, representing different parties filed in different jurisdictions and matters involving government agencies asserting similar claims to those asserted by private parties, and cases involving the Federal Enclave Doctrine and claims subject to Collective Bargaining Agreements.

Mediation Philosophy	The primary role of a mediator is as a facilitator to help the parties communicate effectively, focus on their key differences, understand issues unrelated to the litigation claims, and work together to resolve practical differences and reach a resolution with which all parties can live and is a win-win, achieve cost savings, and eliminate risk. Although the primary role of a mediator is as a facilitator, no two mediations are the same. At times, parties want some evaluation of the merits and a comparison of the trajectory of the litigation in the absence of a settlement. Mediation is an opportunity for the parties to resolve their differences and is often complicated. The role of the mediator is to be patient, respectful, a good listener, and help the parties prioritize their differences and formulate practical, reasonable proposals. Mediation is most effective when the parties, counsel, and the mediator are all well prepared.
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

Cynthia A. Ricketts, Esq.
Neutral ID : 5703740

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.