



AAA Mediation.org™

**FN-4224639 MN-4224639 LN-4224639,  
Esq.**

Cave Creek, Arizona

**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.

**Mediator Experience**

Extensive mediation experience representing clients in complex, multi-party mediations and in class actions. Also have handled over 75 mediations and 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.

**Mediator Style & Process Preferences**

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.

**Education**

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

**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

**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

<b>Mediation Rate</b>	\$5,000 Per Day
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Cave Creek, AZ

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

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

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