EFILED IN OFFICE
CLERK OF SUPERIOR COURT
CLARKE COUNTY, GEORGIA
SU25CV0569
LISA LOTT
OCT 17, 2025 04:21 PM
Elisa Zarate, Clerk
Athens-Clarke County, Georgia

IN THE SUPERIOR COURT OF ATHENS-CLARKE COUNTY
STATE OF GEORGIA

UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC.,

Applicant,

v.

DAMON WILSON,

Respondent.

Civil Action File No.

APPLICATION TO COMPEL ARBITRATION

Applicant University of Georgia Athletic Association, Inc. ("UGAA") brings this Application to Compel Arbitration of a contractual dispute with Respondent Damon Wilson under O.C.G.A. § 9-9-6(a) and shows as follows:

PARTIES, JURISDICTION, AND VENUE

1. UGAA is a Georgia nonprofit corporation with its principal place of business in Athens-Clarke County, Georgia.

2. Wilson is believed to be an adult resident of Columbia, Missouri.

3. Venue for this Application is proper in this Court under O.C.G.A. § 9-9-4(b)(3) because UGAA does business in Athens-Clarke County.

4. This Court has subject matter jurisdiction over this Application under O.C.G.A. § 9-9-4(a)(1).

5. This Court has personal jurisdiction over Wilson under O.C.G.A. § 9-10-91(1) because he transacted business in Georgia.

FACTUAL BACKGROUND

a. The Contract at Issue and Termination of the Contract

6. On December 21, 2024, UGAA's predecessor-in-interest, Classic City Collective, Inc., and Wilson entered into a contract (the "Agreement") under which the Collective obtained a license to use Wilson's name, image, and likeness in exchange for payment of fees over the life of the Agreement. A true and accurate copy of the Agreement is attached to this Application as Exhibit A.

7. The Collective was allowed to terminate the Agreement if Wilson failed to remain enrolled at the University of Georgia, withdrew from the UGA sport team on which he competed, provided notification of transfer, or entered the NCAA transfer portal during its term. (Ex. A, Termination ¶ 4). If the Collective terminated the Agreement due to one of those three reasons, Wilson promised to pay the Collective liquidated damages "equal to all remaining Licensing Fees that would otherwise have been payable to [him] under the Agreement." (Ex. A, Liquidated Damages).

8. The Collective paid Wilson the first payment due under the Agreement in December 2024. Wilson accepted the payment.

9. On January 6, 2025, Wilson gave UGA written notice of his intent to transfer. Wilson withdrew from UGA on January 13, 2025, and left the football team the next day.

10. The Collective sent Wilson a notice of termination of the Agreement on January 14, 2025, and demanded that he pay the liquidated damages specified in the Agreement. A true and accurate copy of that notice is attached to this Application as Exhibit B.

11. Wilson did not respond to the termination notice or the Collective's demand for liquidated damages.

b. The Collective Assigns its Rights to UGAA and UGAA Demands Arbitration

12. After the Collective terminated the Agreement and demanded payment of liquidated damages by Wilson, it assigned its rights under the Agreement to UGAA, including its right to pursue liquidated damages. A true and accurate copy of the assignment, with Exhibits A and B thereto redacted to protect the confidentiality of irrelevant information, is attached to this Application as Exhibit C.

13. Following the assignment of the Agreement, UGAA served a demand for arbitration on Wilson under O.C.G.A. § 9-9-6(c) on August 25, 2025. A true and accurate copy of that demand is attached to this Application as Exhibit D.

14. Wilson never responded to UGAA's demand for arbitration and, to UGAA's knowledge, has not applied to any court for an order to stay arbitration.

15. The Agreement states under the heading "Arbitration" that it is "Subject to mandatory arbitration clause." No other language in the Agreement addresses dispute resolution. (Ex. A, Arbitration). Arbitration is thus the mandatory method of binding dispute resolution between the parties.

16. UGAA seeks the assistance of an arbitrator to resolve its dispute with Wilson over payment of the liquidated damages required by the Agreement.

17. UGAA has been aggrieved by Wilson's failure to arbitrate the dispute because it has demanded arbitration, and Wilson has refused to voluntarily arbitrate.

18. The Agreement does not provide a method for appointing an arbitrator. UGAA requests that the Court appoint Cameron J. Evans, Kyle-Beth Hilfer, Peter H. Koehler, Danielle S. Menitove, or Stephen Starks from the American Arbitration Association's Sports Panel as the sole arbitrator as permitted by O.C.G.A. § 9-9-7(b). True and accurate copies of resumes for these arbitrators are attached to this Application as Exhibit E.

RELIEF REQUESTED

For the reasons identified above, Applicant respectfully applies for an order:

a. appointing an arbitrator under O.C.G.A. § 9-9-7(b);

b. compelling Wilson to submit to arbitration as required under the Agreement;

c. that the arbitration proceed as set forth in O.C.G.A. § 9-9-8, *et seq.*; and

d. for such other relief as the Court deems appropriate.

Respectfully submitted, this 17th day of October 2025.

JOHNSON MARLOWE LLP

335B Oconee Street
Athens, GA 30601
(706) 425-8740 t
(706) 850-6400 f
spence@johnsonmarlowe.com
will@johnsonmarlowe.com

/s/ Spence Johnson
Spence Johnson
Georgia Bar No. 395469
William O'Bryan
Georgia Bar No. 584851

ATTORNEYS FOR APPLICANT

Exhibit A

Name, Image, and Likeness Agreement

TERM SHEET

This Term Sheet, preceding the full License and Option Agreement, sets forth the basic terms of the agreement between **Damon Wilson II** ("Licensor") and the Classic City Collective, Inc. ("CCC"). Although it is not a complete list of all contracted terms, the below terms will be used to create a legally binding document setting forth all necessary contractual provisions. Licensor should seek legal counsel before finalizing the full License and Option Agreement.

Athletic scholarship details and related benefits are outlined in the Institutional Financial Aid Agreement and not included in this Term Sheet.

Confidentiality. Each party to this Agreement shall treat as confidential, and not disclose to any non-party, any information provided to it by the other party that reasonably should be known to be confidential, including the terms of this Agreement, except to the extent required by applicable laws, court orders, and regulations. Without limiting any other legal remedies available to a party, breach of this Section may result in a suspension or termination of the Agreement. This Section shall not prohibit disclosure to professionals hired by Licensor to assist in applicable services including, but not limited to Licensor's agent, attorney, and financial advisor. **Licensor Initials:** _____

Term	December 1, 2024 - January 31, 2026
Fees	
Monthly Licensing Fee	$ 30,000 per month
Total Licensing Fees	$ 420,000 total contract value *(14 months)*
Additional Payments	$40,000 in February '25 and $40,000 June '25
Total Contract Value	**$500,000**
Option and Endorsement Activity Fees	Licensor grants CCC the option to market Licensor's NIL for endorsement, and CCC will present Licensor with available Endorsement Activity Agreements. CCC may offset Licensing Fees by the fees directed at Licensor in an Endorsement Activity Agreement.
Other Benefits	• Complementary financial services provided by Truist Wealth Sports and Entertainment advisor if requested by Licensor.
License	Licensor grants CCC an irrevocable, worldwide, royalty-free, fully paid up, transferable, and sublicensable license to

	reproduce, display, exhibit, publish, distribute, commercialize and otherwise use, and permit others to use, Licensor's NIL, alone or with other materials, in any and all manner and media now known or hereafter devised.
Non-Exclusive Relationship	The License is non-exclusive. Licensor shall disclose all current NIL agreements and any future NIL agreements for CCC's review and determination.
Termination	CCC may immediately terminate the Agreement if CCC determines in its sole discretion that: (i) the Agreement violates any applicable law, the Settlement Agreement (once effective), NCAA rules and regulations, or SEC rules and regulations, or (ii) Licensor: **1.** materially breaches this Agreement; **2.** fails to enroll (and remain enrolled) at UGA for the first semester/session that Licensor is eligible to enroll or fails to enroll (and remain enrolled) in each subsequent semester/session through the rest of the Term; **3.** withdraws from the UGA sport team; **4.** provides written notification of transfer or enters the NCAA transfer portal; **5.** is charged with, arrested for, found guilty for, or pleads guilty to illegal or criminal conduct; **6.** engages in an act of moral turpitude or conduct that brings CCC, UGA, or UGAA into public disrepute; **7.** breaches the obligations relating CCC's review of Licensor's current and future NIL Agreements; **8.** violates NCAA, SEC, UGA, UGAA, or team rules, regulations or policies; **9.** misrepresents or conceals information on Licensor's admissions application; **10.** breaches any representations and warranties; **11.** misrepresents, conceals, and/or fails to disclose anything in his or her background that is detrimental to the value of the License, including, without limitation, criminal history and medical history; **12.** fails to present adequate medical qualifications (as determined in the sole discretion of UGA's sports medicine staff) for participation in intercollegiate athletics at UGA within 14 days of enrollment at UGA; **13.** dies;

	14. neglects academic obligations resulting in excessive unexcused class or tutor absences or repeatedly fails to complete required academic assignments; **15.** is ineligible under NCAA, SEC, or UGA requirements; or **16.** neglects team requirements or refuses to participate in required team activities. Licensor may terminate the Agreement if CCC materially breaches the Agreement and fails to cure such breach.
Liquidated Damages	If CCC terminates the Agreement pursuant to Section (2), (3), (4), or (7), Licensor shall pay CCC a lump sum payment, as liquidated damages and not a penalty, equal to all remaining Licensing Fees that would otherwise have been payable to Licensor under the Agreement. Licensor shall pay the above liquidated damages within 30 days of termination by CCC. If Licensor terminates the Agreement pursuant to material breach by CCC, CCC shall pay Licensor all remaining Licensing Fees.
Arbitration	Subject to mandatory arbitration clause.
Standard Provisions	In the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.

CLASSIC CITY COLLECTIVE, INC

Sign: Matt Hibbs

Matt Hibbs

Co-Founder and CEO

Date: 12/14/24

Licensor: **Damon Wilson II**

Sign:

Date: 12/2/24

Date of Birth: 1/24/05

PARENT / GUARDIAN

(only if Licensor is under 18 years of age)

Sign: _____

Name: _____

Date: _____

Exhibit B

Notice of Termination and Demand for Liquidated Damages

Damon Wilson II,

This letter serves as termination notice of the Term Sheet ("Agreement") you, Damon Wilson II ("Licensor"), signed with Classic City Collective (CCC) on December 21, 2024 for the Term of December 1, 2024 – January 31, 2026 (attached for reference). You received the first monthly License Fee payment of $30,000 under this new Agreement on December 25, 2024. Under the executed agreement, CCC is exercising its right to immediately terminate the Agreement due to the following:

Failing to remain enrolled at the University of Georgia (UGA): January 13, 2025

Withdrawing from UGA sport team: January 14, 2025

Providing written notice of transfer: January 6, 2025

Given these actions and under CCC's discretion, the attached Agreement between Licensor and CCC was officially terminated on January 14, 2025.

Under the executed Agreement, CCC is exercising the Liquidated Damages clause, which requires Licensor to pay all remaining License Fees that would've otherwise been payable under the Agreement pursuant to CCC's termination based on the breach listed above. The remaining value of unpaid License Fees is $390,000. This amount is due within 30 days according to the attached invoice. Payment may be made by you, another individual, or entity on your behalf.

Thank you,

Classic City Collective

TERM SHEET

This Term Sheet, preceding the full License and Option Agreement, sets forth the basic terms of the agreement between **Damon Wilson II** ("Licensor") and the Classic City Collective, Inc. ("CCC"). Although it is not a complete list of all contracted terms, the below terms will be used to create a legally binding document setting forth all necessary contractual provisions. Licensor should seek legal counsel before finalizing the full License and Option Agreement.

Athletic scholarship details and related benefits are outlined in the Institutional Financial Aid Agreement and not included in this Term Sheet.

Confidentiality. Each party to this Agreement shall treat as confidential, and not disclose to any non-party, any information provided to it by the other party that reasonably should be known to be confidential, including the terms of this Agreement, except to the extent required by applicable laws, court orders, and regulations. Without limiting any other legal remedies available to a party, breach of this Section may result in a suspension or termination of the Agreement. This Section shall not prohibit disclosure to professionals hired by Licensor to assist in applicable services including, but not limited to Licensor's agent, attorney, and financial advisor. **Licensor Initials:** _____

Term	December 1, 2024 - January 31, 2026
Fees	
Monthly Licensing Fee	$ 30,000 per month
Total Licensing Fees	$ 420,000 total contract value *(14 months)*
Additional Payments	$40,000 in February '25 and $40,000 June '25
Total Contract Value	**$500,000**
Option and Endorsement Activity Fees	Licensor grants CCC the option to market Licensor's NIL for endorsement, and CCC will present Licensor with available Endorsement Activity Agreements. CCC may offset Licensing Fees by the fees directed at Licensor in an Endorsement Activity Agreement.
Other Benefits	• Complementary financial services provided by Truist Wealth Sports and Entertainment advisor if requested by Licensor.
License	Licensor grants CCC an irrevocable, worldwide, royalty-free, fully paid up, transferable, and sublicensable license to

	reproduce, display, exhibit, publish, distribute, commercialize and otherwise use, and permit others to use, Licensor's NIL, alone or with other materials, in any and all manner and media now known or hereafter devised.
Non-Exclusive Relationship	The License is non-exclusive. Licensor shall disclose all current NIL agreements and any future NIL agreements for CCC's review and determination.
Termination	CCC may immediately terminate the Agreement if CCC determines in its sole discretion that: (i) the Agreement violates any applicable law, the Settlement Agreement (once effective), NCAA rules and regulations, or SEC rules and regulations, or (ii) Licensor: **1.** materially breaches this Agreement; **2.** fails to enroll (and remain enrolled) at UGA for the first semester/session that Licensor is eligible to enroll or fails to enroll (and remain enrolled) in each subsequent semester/session through the rest of the Term; **3.** withdraws from the UGA sport team; **4.** provides written notification of transfer or enters the NCAA transfer portal; **5.** is charged with, arrested for, found guilty for, or pleads guilty to illegal or criminal conduct; **6.** engages in an act of moral turpitude or conduct that brings CCC, UGA, or UGAA into public disrepute; **7.** breaches the obligations relating CCC's review of Licensor's current and future NIL Agreements; **8.** violates NCAA, SEC, UGA, UGAA, or team rules, regulations or policies; **9.** misrepresents or conceals information on Licensor's admissions application; **10.** breaches any representations and warranties; **11.** misrepresents, conceals, and/or fails to disclose anything in his or her background that is detrimental to the value of the License, including, without limitation, criminal history and medical history; **12.** fails to present adequate medical qualifications (as determined in the sole discretion of UGA's sports medicine staff) for participation in intercollegiate athletics at UGA within 14 days of enrollment at UGA; **13.** dies;

	14. neglects academic obligations resulting in excessive unexcused class or tutor absences or repeatedly fails to complete required academic assignments; **15.** is ineligible under NCAA, SEC, or UGA requirements; or **16.** neglects team requirements or refuses to participate in required team activities. Licensor may terminate the Agreement if CCC materially breaches the Agreement and fails to cure such breach.
Liquidated Damages	If CCC terminates the Agreement pursuant to Section (2), (3), (4), or (7), Licensor shall pay CCC a lump sum payment, as liquidated damages and not a penalty, equal to all remaining Licensing Fees that would otherwise have been payable to Licensor under the Agreement. Licensor shall pay the above liquidated damages within 30 days of termination by CCC. If Licensor terminates the Agreement pursuant to material breach by CCC, CCC shall pay Licensor all remaining Licensing Fees.
Arbitration	Subject to mandatory arbitration clause.
Standard Provisions	In the event the parties agree to this Term Sheet, then they shall work cooperatively to set forth these terms in a full legal contract including all the standard provisions of NIL licensing agreements.

CLASSIC CITY COLLECTIVE, INC

Sign: Matt Hibbs

Matt Hibbs

Co-Founder and CEO

Date: 12/14/24

Licensor: **Damon Wilson II**

Sign:

Date: 12/2/24

Date of Birth: 1/24/05

PARENT / GUARDIAN

(only if Licensor is under 18 years of age)

Sign: _____

Name: _____

Date: _____

CLASSIC CITY COLLECTIVE
269 N. Hull Street #300
Athens, GA, 30601

INVOICE # 00048

Bill To :
Damon Wilson II, or designee

DATE: 01/17/2025

Description	AMOUNT
Liquidated Damages	$390,000

Payment due within 30 days

Account ACH / Wire Information:

Classic City Collective

SouthState Bank
Beneficiary Account #: [redacted]
ABA/Routing #: [redacted]

Questions - Please Contact:

info@classiccitycollective.com
www.ClassicCityCollective.com

Exhibit C

Assignment of NIL Agreement to UGAA

Docusign Envelope ID: B8D6F325-AA6D-4819-ABA4-A179B3A64778

Assignment Agreement

This Assignment Agreement (the "Agreement") is entered into as of July 1, 2025 (the "Effective Date"), between Classic City Collective, Inc. ("CCC") and the University of Georgia Athletic Association, Inc. ("UGAA"). CCC and UGAA are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CCC has entered into name, image, and likeness ("NIL") license agreements with the University of Georgia student-athletes identified in Exhibit A (the "Contracts"), which Contracts have not yet expired or otherwise been terminated; and

WHEREAS, CCC wishes to assign all its rights and delegate all its obligations under the Contracts to UGAA, and UGAA wishes to accept CCC's rights and obligations under the Contracts.

NOW THEREFORE, for good and valuable consideration, including but not limited to the obligations under the Contracts assumed by UGAA, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CCC hereby (i) assigns to UGAA all its rights, title, and interests under the Contracts, and (ii) delegates to UGAA all its obligations, responsibilities, and duties under the Contracts. CCC additionally assigns to UGAA its surviving rights, title, and interests (including the right to pursue liquidated damages) under the terminated NIL agreements with the University of Georgia student-athletes identified in Exhibit B (the "Terminated Contracts").

2. UGAA hereby (i) accepts the assignment of all CCC's rights, title, and interests under the Contracts and Terminated Contracts, and (ii) assumes all of CCC's obligations, responsibilities, and duties under the Contracts. As a result of UGAA's assumption of CCC's obligations, responsibilities, and duties under the Contracts, UGAA will be the sole party, as between them, liable for such obligations, responsibilities, and duties under the Contracts from the date of this Assignment going forward.

3. This Agreement is specific to the Contracts and Terminated Contracts only and does not include or otherwise affect any rights, title, interests, obligations, responsibilities, and duties under any other CCC contract or agreement or other CCC asset or liability.

4. Each Party hereby represents and warrants that it has the authority to execute and deliver this Assignment Agreement and to perform its obligations hereunder and that such actions have been authorized by all necessary corporate action.

5. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

[Signature page follows.]

Docusign Envelope ID: B8D6F325-AA6D-4819-ABA4-A179B3A64778

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first set forth above.

Classic City Collective, LLC

By: Signed by: 98DA577ADABA4CE...
Name: Tanner Potts
Title: Chief Executive Officer

University of Georgia Athletic Association, Inc.

By: DocuSigned by: 702AC2BEBF1A4F7...
Name: Josh Brooks
Title: J. Reid Parker Director of Athletics

Docusign Envelope ID: B8D6F325-AA6D-4819-ABA4-A179B3A64778

EXHIBIT A

Last Name	First Name
[redacted]	

Docusign Envelope ID: B8D6F325-AA6D-4819-ABA4-A179B3A64778

EXHIBIT B

Last Name	First Name
[redacted]	
Wilson	Damon
[redacted]	

Exhibit D

UGAA's Demand for Arbitration

JOHNSON MARLOWE LLP
PROBLEMS SOLVED

Spence Johnson
Direct Dial: (706) 247-7333
spence@johnsonmarlowe.com

August 25, 2025

Sent by Email and Overnight FedEx Delivery

Mr. Damon Wilson II
520 Orange Blossom Lane
Nokomis, FL 34275
damon_wilson@ymail.com
thill@outforjustice.us

Re: Your License and Option Agreement (the "Agreement") with Classic City Collective, Inc. (the "Collective")

DEMAND FOR ARBITRATION UNDER O.C.G.A. § 9-9-6(C)

Dear Mr. Wilson:

I represent the University of Georgia Athletic Association, Inc. ("UGAA"). The Collective has assigned the referenced Agreement to UGAA, meaning UGAA holds all rights under the Agreement formerly held by the Collective. Please see my prior letter to you on behalf of the Collective dated May 29, 2025, a copy of which is enclosed. As you failed to pay the liquidated damages owed under the Agreement in response to the Collective's May 29 demand, UGAA demands under O.C.G.A. § 9-9-6(c) that all disputes between it and you under the Agreement be arbitrated. UGAA provides the following information under O.C.G.A. § 9-9-6(c) in connection with its demand:

1. UGAA seeks arbitration under the Agreement. You and the Collective selected binding arbitration as your method of resolving disputes in the arbitration clause in the Agreement.

2. This demand is served on behalf of UGAA. Its address is: 1 Selig Circle, Athens, Georgia 30602.

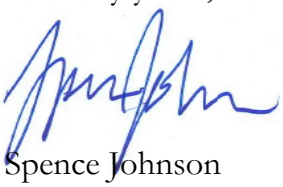
3. You will be precluded from denying the validity of the Agreement or compliance therewith or from asserting limitation of time as a bar in court unless you make application to the court within 30 days for an order to stay arbitration.

4. UGAA demands the arbitration of its claim that you breached the Agreement by providing written notice of transfer from the University of Georgia, failing to remain enrolled at the UGA, withdrawing from the UGA football team, and failing to pay the liquidated damages that you promised to pay under the Agreement upon demand. Through the arbitration, UGAA seeks to recover those liquidated damages and all other damages allowed under applicable law resulting from your breaches of the Agreement.

Suggested method of arbitration. UGAA suggests arbitration with the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for the Arbitration of Sports Participation and Name, Image, and Likeness Disputes. UGAA will consider any alternative arbitrator or rules that you wish to suggest. Please let me know whether the suggestion of arbitration before AAA is acceptable or if you wish to make an alternative suggestion.

This letter is sent without prejudice to the UGAA's rights under the Agreement and applicable law, all of which are expressly reserved.

Sincerely yours,



Spence Johnson

Enclosure

JOHNSON MARLOWE LLP
PROBLEMS SOLVED

Spence Johnson
Direct Dial: (706) 247-7333
spence@johnsonmarlowe.com

May 29, 2025

Sent by Overnight Federal Express and Email

Mr. Damon Wilson II
520 Orange Blossom Lane
Nokomis, FL 34275
damofomo024@icloud.com

Re: Your License and Option Agreement (the "Agreement") with Classic City Collective, Inc. (the "Collective")

Dear Mr. Wilson:

I represent the Collective and am writing to address your breach of the Agreement.

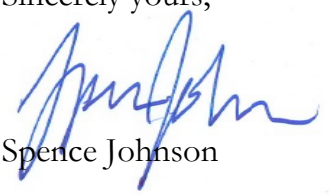
Under the Agreement, you licensed your name, image, and likeness ("NIL") to the Collective and agreed that, during the approximate 13-month term of the Agreement, you would remain enrolled at the University of Georgia, be a part of UGA's football team, and not enter the NCAA transfer portal. In exchange for these promises, the Collective agreed to pay you a total of $500,000 in installments during the term, beginning with a $30,000 installment that was paid only a few days after you signed the Agreement. Despite accepting that payment from the Collective, less than three weeks later, you breached the Agreement when you entered the NCAA transfer portal on January 6, 2025 (immediately before it closed) and left UGA. Given your breach, the Collective exercised its right to terminate the Agreement effective January 14, 2025. This letter gives you an opportunity to resolve that breach before the Collective takes legal action against you.

The Agreement states that, if the Collective terminates it because you quit the team, enter the transfer portal, or leave UGA, then you will pay the Collective liquidated damages equal to the amount of all remaining licensing fees that would have been due to you under the Agreement. That payment was due within 30 days of the termination date. In your case, the amount of liquidated damages owed under the Agreement at the time of termination was **$390,000**. The Collective previously demanded payment in that amount in the termination notice delivered to you on January 18, 2025, and you ignored that request.

The Collective does not want to unnecessarily undermine your financial future, but it insists that its student athletes be accountable for the promises they make, on which the Collective relies in making payments under licensing agreements like the one you breached. **The Collective demands that you pay the liquidated damages you promised to pay under the Agreement in the amount of $390,000 within fourteen days of the date of this letter**. Please make payment by either a check payable to the Collective or wire transfer. If you prefer to pay by wire, then let me know, and I will give you wire instructions.

If you fail to make the payment demanded above, the Collective will pursue legal action against you based on your breaches of the Agreement.

Sincerely yours,



Spence Johnson

FedEx®

Transaction Record

05/29/2025 5:37 PM

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DO NOT ATTACH TO SHIPMENT

At FedEx Office:
2235 W Broad St
Athens, GA 30606
DeviceID: AHNK-ROSA667

The following shipment(s) were scanned:

881631490581

Scan here to learn more about
FedEx Office products and services.

This receipt was created at a self-service kiosk at FedEx. See invoice for shipping charges. Visit us at fedex.com or call 1.800.GoFedEx. See FedEx Service Guide at fedex.com for terms and conditions governing your shipment.

Tell us how we did:

fedex.com/welisten

Part # 229436 FRDOC 4486

Exhibit E

Arbitrator Resumes

Cameron J. Evans, Esq.
Rochester, Michigan

Current Employer-Title	Evans Law Group, P.C. – President
Profession	Arbitrator, Attorney
Work History	President, Evans Law Group P.C., 2015 – Present; Partner/Practice Group Leader (Employment Litigation, Counseling and Strategic Workforce Planning), Honigman Miller Schwartz and Cohn LLP, 1994 – 2015; Law Clerk to United States District Judge, United States Courts, 1992 – 1994; Summer Associate, Butzel Long PC, 1991.
Experience	Thirty years of experience, has tried numerous jury trials to verdict, as well as trying other employment-based claims before administrative agencies and in private arbitrations. Litigation experience includes defending claims brought pursuant to (i) Title VII of the Civil Rights Act of 1964, as amended, for race, color, religion, sex (including sexual harassment) and national origin discrimination claims), as well as retaliation claims; (ii) the Pregnancy Discrimination Act; (iii) the Americans with Disabilities Act; (iv) 42 U.S.C. § 1981 (race discrimination); (v) the Family and Medical Leave Act; (vi) the Elliott-Larsen Civil Rights Act for race, color, religion, national origin, age, sex (including sexual harassment and pregnancy) and weight, as well as retaliation claims; (vii) the Persons with Disabilities Civil Rights Act; (viii) the Whistleblowers' Protection Act; (ix) Bullard-Plawecki Employee Right to Know Act; (x) the Employee Polygraph Act of 1981 (Michigan); (xi) the Employee Polygraph Protection Act of 1988 (federal); (xii) wrongful discharge in violation of Michigan's public policy; (xiii) defamation (libel and slander); (xiv) invasion of privacy; (xv) eavesdropping; (xvi) breach of alleged just-cause employment agreements; and (xvii) retaliation claims under the Occupational Safety and Health Act and Michigan's Occupational Safety and Health Act. Experience also includes claims under the Fair Labor Standards Act (FLSA) (i) for unpaid minimum wage; (ii) for unpaid overtime; (iii) challenging employees' exempt classification; and (iv) challenging an individual's classification as an independent contractor. Has also defended claims brought pursuant to Michigan's Wages and Fringe Benefit law for unpaid fringe benefit, including accrued but used vacation and paid time off (PTO). Has litigated claims for unpaid commissions, including claims seeking enhanced damages and attorney's fees under Michigan's Sales Representative Commission

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.

Act.

Experience includes prosecuting and defending against executive compensation and equity-based claims, including claims based on breach of (i) executive employment agreements; (ii) equity award/stock option agreements; (iii) short-term and long-term incentive plans; (iv) fiduciary duties; and (v) obligations to minority shareholders.

Defended personal injury claims brought under Michigan's intentional tort exception to the Workers' Disability Compensation Act bar, including wrongful death actions.

Experience also includes prosecuting and defending claims for (i) breach of non-competition and non-solicitation agreements; (ii) threatened and actual misappropriation of trade secrets under Michigan's Uniform Trade Secrets Act; and (iii) tortious interference with business relations and business expectations.

Has been lead counsel on multi-plaintiff lawsuits, punitive class and FLSA collective actions. Also provide legal counsel to amateur, professional and Olympic athletes and have in the past represented a member of the United States 2012 Paralympics Team in an arbitration over the selection process for his event. Also represented NHL Enterprises for the 2013 Winter Classic (cancelled because of NHL labor dispute) and the 2014 Bridgestone NHL Winter Classic held at the University of Michigan football Stadium.

Alternative Dispute Resolution Experience

Appointed sole neutral arbitrator in arbitrations asserting the following claims:

1. Fair Labor Standards Act and various state wage and hour laws, including off-the-clock work, minimum wage, overtime, dual jobs, day rate, docketing pay and classification of a worker as an independent contractor;

2. Title VII, Age in Employment Discrimination Act (ADEA) and Michigan's Elliott-Larsen Civil Rights Act (ELCRA) discrimination and retaliation;

3. Americans with Disabilities Act (ADA), accommodation, association and retaliation;

4. Family and Medical Leave Act (FMLA), denial of leave/interference and retaliation;

5. Illinois Biometric Information Privacy Act (BIPA);

6. Misappropriation of trade secrets;

7. Breach of contract, including employment agreement, non-disclosure/confidential information agreement and independent contractor

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agreement;

8. Breach of duty of loyalty and good faith;

9. Tortious interference with contract and contractual relationships;

10. Tortious interference with business relationships and expectancies;

11. Conversion;

12. Civil conspiracy;

13. Classification of gig worker as independent contractor under California law;

14. Michigan's Whistleblower Protection Act (WPA);

15. Defamation and non-disparagement; and

16. Breach of defined benefit pension plan.

Appointed neutral arbitrator on three (3) arbitrator panel in an arbitration asserting the following claims:

1. ERISA breach of fiduciary duty, breach of duty to diversify, breach of duty of prudence, breach of duty of loyalty, breach of duty to monitor investment manager and co-fiduciary liability.

Am also an Arbitrator with the International Institute for Conflict Prevention and Resolution (CPR), listed on CPR's panel of Distinguished Neutrals for Employment, Franchise, Sports and Michigan General Commercial arbitrations.

Case Evaluator in Oakland County Circuit Court (Michigan) for employment-based lawsuits subject to the State of Michigan's mandatory ADR process known as Case Evaluation.

Selected Awards/Honors:
The Best Lawyers in America (2010 - 2022)
Michigan Super Lawyers Top 100 Attorneys in Michigan (2018 - 2021)
Michigan Super Lawyers (2006 - 2022)
DBusiness Top Lawyers (2010, 2012 - 2021)
Leading Lawyers (2019 - 2022)
America's Top 100 High Stakes Litigators (2021)
Community Legal Resources, Volunteer of the Year (2004)

Education

Wayne State University, School of Law (JD - 1992); University of Michigan (BA - 1989).

Cameron J. Evans, Esq.
Neutral ID : 4119861

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Professional Licenses

Admitted to the Bar: Michigan (1992); U.S. District Court: Eastern (1994) Western (2016) Districts of Michigan; U.S. Court of Appeals, 6th Circuit (1994); U.S. Supreme Court (2005).

Professional Associations

State Bar of Michigan
American Bar Association.

Recent Publications & Speaking Engagements

PUBLICATIONS:

1. Co-Author, Media Law Resource Center 50-State Survey: Employment Libel and Privacy Law 2014 (Michigan Chapter) (2011-2015)

2. Contributing Author, HR Certification Institute (HRCI), A Guide to the Human Resources Body of Knowledge (2017)

3. Contributing Author, American Bar Association Section of Labor and Employment Law Fair Labor Standards Act Subcommittee, Midwinter Treatise Supplement: The Family and Medical Leave Act (2012)

4. Author, Employment Law 2010: Top Lawyers on Trends and Key Strategies for the Upcoming Year (Aspatore Thought Leadership), Anticipating Developments in the Coming Year (February 2010) ISBN 978-0-314-26350-6

5. Author, Negotiating and Drafting Employment Agreements: Leading Lawyers on Terms of Employment, Restrictive Covenants, Termination Provisions, and Other Key Elements (Inside the Minds), Protecting Employers' Interests When Negotiating Employment Agreements
(April 2008) ISBN 978-0-314-99178-2

6. Author, Labor and Employment Law 2008: Top Lawyers on Trends and Key Strategies (Aspatore Thought Leadership), The Evolution of Employment Law (February 2008) ISBN 978-0-314-98709-9

SPEAKING ENGAGEMENTS:

1. Presenter, A Review of the Law in Trade Secrets and Covenants Not to Compete, Institute of Continuing Legal Education, Michigan Judicial Institute, Business Court Judicial Seminar (2015 & 2018)

2. Co-Presenter, Deposition Skills - Hone the Most Critical Skill in Your Litigation Toolbox, Institute of Continuing Legal Education (ICLE) and Litigation Section of the State Bar of Michigan, Plymouth, MI (2012-2016 & 2018)

3. Moderator, Using Motions to Compel Discovery, Institute of Continuing Legal Education (ICLE), On-Demand Video Seminar (2016)

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4. Co-Presenter, Is Working Remotely More Than a Remote Possibility Under the ADA?, An Employee's Physical Presence at Work as an Essential Function and Telecommuting as a Reasonable Accommodation Under the ADA, Honigman Labor and Employment Department, Webinar
(2014)

5. Presenter, Recurring Wage and Hour Issues Under Federal and Michigan Law, Private Seminar, Novi, MI (2014)

6. Presenter, Trade Secrets, Confidentiality Orders, Noncompete Clauses, Great Lakes States Complex Commercial/Business Court Seminar, Michigan Judicial Institute and National Judicial College, Dearborn, MI (2013)

7. Presenter, Current Social Media Issues Affecting Your Clients and Your Practice, State Bar of Michigan and Upper Michigan Legal Institute, Mackinac Island, MI (2013)

8. Presenter, Effective Use of Severance Agreements, Restrictive Covenants and Intellectual Property Assignment Agreements, Private Seminar, Novi, MI (2013)

9. Presenter, Keeping Your Business Ahead of the Digital Media Curve: Reducing legal risk in today's social, mobile and emerging media, Honigman Miller Schwartz and Cohn LLP, Detroit, MI (2013)

10. Co-Presenter, Current Issues in Sports and the Law, Institute of Continuing Legal Education (ICLE) and the State Bar of Michigan's Arts, Communications, Entertainment & Sports Section, Ann Arbor, MI (2012)

11. Moderator, Dealing with the Media, The State Bar of Michigan's Bar Leadership Forum, Mackinac Island, MI (2010)

12. Panelist, Dealing with the Media, The State Bar of Michigan's Bar Leadership Forum, Mackinac Island, MI (2009 & 2011)

13. Co-Presenter, Employers and Social Networking: Managing Employee Traffic on the Information Superhighway, Honigman Labor and Employment, Webinar (2010)

14. Presenter, Mind Your Own Business: How to Become and Remain a Successful Independent Practitioner, International Conference, Public Relations Society of America, Detroit, MI (2008).

Citizenship United States of America
Languages English

Cameron J. Evans, Esq.
Neutral ID : 4119861

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Compensation	Hearing:	$375.00/Hr
	Study:	$375.00/Hr
	Travel:	$375.00/Hr
	Cancellation:	$1000.00/Day
	Cancellation Period:	5 Days
	Comment:	Travel outside of Oakland County will be charged on an hourly rate.

Cameron J. Evans, Esq.
Neutral ID : 4119861

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AMERICAN ARBITRATION ASSOCIATION® | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION®

Kyle-Beth Hilfer, Esq.

Katonah, New York

View Video

Primary Areas of Expertise

Commercial Law
Intellectual Property
Advertising/Marketing Law
Sports
Technology & Emerging Industry
Entertainment/Media/Publishing

Current Employer-Title

Hilfer Law - Principal Attorney
Cowan Liebowitz & Latman - Of Counsel

Profession

Attorney, Arbitrator, Mediator

Work History

Hilfer Law, 1993 - Present; Of Counsel, Cowan Liebowitz & Latman, 2019 - Present; Of Counsel, Collen IP, 2010 - 2019; Associate/Contract Attorney, Hall Dickler Kent Friedman & Wood, 1989 - 1995; Associate, Rubin Baum Levin Constant & Friedman, 1988 - 1989; Associate, Proskauer Rose Goetz & Mendelsohn, 1987 - 1988.

Experience

INDUSTRIES: Advertising/marketing/public relations, art, consumer products (e. g. apparel, auto, cosmetics, food/beverage, design, luxury, packaged, textiles), digital/e-commerce, entertainment, franchise, health, hotel, hospitality, licensing, media, publishing, restaurant, retail, social media, sports, technology, telecommunications

COMMERCIAL LAW:

- Resolve business disputes.
- Draft commercial contracts; define duties, rights, risk allocation.
- Advise on strategic partnership, licensing ventures.
- Analyze technology (blockchain/artificial intelligence).

Agreement Types:
Collaboration: manufacturer/supplier, master services, vendor/supplier
Compliance: content curation, licenses, NDA/confidentiality, non-solicitation,

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social media policies
Customer Engagement: sales representation, service level agreements
Global: cross-border, international relationships, website creation/operation
Operations/Strategy: agency, consulting, distribution, technology, use terms

INTELLECTUAL PROPERTY LAW:

• Resolve disputes re copyright, cybersquatting, domain name, false advertising, Lanham Act, licensing, privacy/publicity rights, royalty, trade dress, trademark, trade secret, unfair competition.

• Counsel on copyright, fair use, takedown/DMCA.

• Advise on acquisition, licensing, maintenance, protection of domestic/international IP portfolios.

• Advise on emerging product IP (artificial intelligence, blockchain, cannabis, NFTs).

Agreement Types:
Branding: trademark license, coexistence
Content/Media: gamification/ virtual reality/user-generated content license, publishing, releases/waivers
Distribution: blockchain, EULA, hardware sales, licenses (exclusive/non-exclusive/sublicensable); software development/license, SaaS, supplier/reseller, third-party rights acquisitions/releases
Ownership: assignment, sale, trade secret protection, work for hire

ADVERTISING/MARKETING LAW:

• Resolve false/deceptive advertising, comparative advertising disputes.

• Advise on regulatory aspects of commercial speech, customer experience (UX).

• Review campaigns: digital, direct mail, mobile, print/TV/ radio, social media, virtual reality, word of mouth.

• Review copy/disclosures, claim substantiation; advise re use of artificial intelligence.

• Counsel on brand strategies, e.g. ambush marketing, cause marketing, continuous service/subscription, coupons/rebates, direct marketing, email/mobile marketing, endorsements/influencer/testimonials, environmental, event, loyalty programs, native advertising, pricing, prize promotions (contests/sweepstakes).

• Counsel on industry-specific regulations, e.g. cannabis, healthcare, vitamin/supplements.

• Advise on data privacy compliance.

• Advise on international campaigns, including Australia, Canada, EU, France, Germany, UK.

Agreement Types:
Branding: ad tech, agency/client, loyalty program, NFTs, sweepstakes/contest

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Brand Partnerships: affiliate marketing, co-marketing, customer relationship management, franchise, payment technology, product placement, prize supplier, sponsorship, vendor
Campaign Management: MSA/SOW, music clearance, production, publicity waiver, talent/model
Influencer Marketing: celebrity spokesperson, testimonial/endorsement
Media: buying, purchase orders, photography, product placement

SPORTS:

• Represent(ed) agencies, agents, arenas, event management, intellectual property licensors/licensees, memorabilia, national governing body, teams, technology vendors, trade organizations.

• Negotiate commercial contracts for sports entities.

• Counsel on IP protection.

Agreement Types:
Advertising: advertising placement, sponsorship, licensing
Facility: event/exhibition, construction, rental, naming, sponsorship
Technology: NFT, fantasy sports, video games

AV Martindale-Hubbell, SuperLawyers (Media & Advertising-NYC Metro Area), Best Lawyers (Arbitration/Mediation/Copyright)

Alternative Dispute Resolution Experience

AAA/ICDR Arbitrator/Mediator: Commercial and Large Complex Cases, including Advertising/Marketing/Public Relations, Agency Services, Consumer/Customer Account, Digital/E-commerce/Electronic Retailing, Entertainment, Intellectual Property, Media, Publishing, Retail Services, Sports, Technology, Telecommunications

Sole arbitrator, chairperson, panel member, mediator. Damages from hundreds of thousands to multimillion-dollar awards. Multi-party disputes.

Representative Procedural Issues: Arbitrability/jurisdiction, bifurcation, burden of proof, claim preclusion, collateral estoppel, confidentiality/protective orders, contested postponements ,cross-border court orders, discovery disputes, emergency relief, equitable estoppel, expert qualifications/management, governing law, in camera review, laches, motions (dismiss, in limine, summary judgment), parol evidence, statute of limitations, subpoenas, waiver, witness exclusion

Representative Legal Issues: Breach of contract, best efforts clauses, causation, confidentiality, domain name, defective goods/services, delivery/payment failure, fair dealing, fraud, fraudulent inducement, fiduciary obligations, implied covenants, intellectual property ownership/license terms/infringement, indemnity, interpretation of obligations, limit of liability, misappropriation, misrepresentations, quality control, restrictive covenants, royalties, trade secrets,

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unconscionability, warranty

Relief Sought: Attorneys' fees & costs, accounting & audits, "baseball" awards, damages (compensatory/punitive/treble/interest), declaratory judgment, emergency, destruction/impoundment of goods, injunction (temporary/permanent), IP ownership, specific performance

Representative Arbitrations:
Advertising/Marketing:
• Dispute over break up of multi-million dollar media/communications agency
• Production company vs infomercial talent
• Commercial photographers vs representation agency
• Media company vs advertiser/product developer/manufacturer
• PR agency vs record company

Commercial Contracts:
• Sales representative vs product owner
• Media/marketing/gifting company vs vendor
• Energy services provider vs multi-level marketing telecommunications firm
• Capitalization company vs financing client
• Wireless/telecommunications company vs account holders
• Industry association vs hotel

Entertainment/Media/Publishing:
• Television talent agency vs news talent
• Entertainment consultancy vs theatrical entity
• Media agency vs business brokerage/recruiting company
• Author vs publishing company

Intellectual Property:
• Trademark owner v international affiliate licensee
• Dispute regarding IP/licensing/marketing/merchandising of book/TV series property
• Trademark/trade dress infringement/false advertising dispute between sports team and licensee
• Dispute over ownership of famous art/IP
• Patent/trademark licensor vs licensee
• Music rights administrator vs licensee
• Software developer vs cloud-based SaaS provider
• Global footwear company vs trademark licensor
• Home accessories designer/trademark owner vs manufacturer

Kyle-Beth Hilfer, Esq.
Neutral ID : 126705

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Retail and Consumer Products:
• Medical clothing supplier vs retail distributor
• Celebrity licensing entity vs apparel brand development company
• Financial technology company vs retail b2c account holder
• Pharmaceutical brand vs licensee
• Consultant vs European wine/spirits company
• E-goods seller vs e-commerce/payment processing platforms

Sports:
• Sports team management company vs investor and marketing/advertising consultancy (chair)
• Dispute re: break-up of closely held sports management agency
• Sports education/tournament entity vs vendor
• Sports business network vs convention organizer/show manager
• Sports league vs sports team

Neutral, WIPO
Special Master, Appellate Division, NY 2d Judicial District
NYS Commercial Division Part 146 Mediator.

Technology Proficiency

Available for arbitrations and mediations by videoconference or teleconference as well as in person. Conversant in online platforms such as Zoom, Microsoft Teams, LoopUp, BlueJeans, GoToMeeting. Uses bespoke video conference protocols for each matter, working with parties' needs. Willing and able to work with online case management and document sharing platforms, including AAA WebFile, and electronic documents and exhibits. Encourages use of technology to augment hearing efficiency while not compromising confidentiality or ethics. Signatory of the Green Pledge of the Campaign for Greener Arbitrations. Employs effective cybersecurity protections, including VPN, anti-virus/antimalware software, and multi-factor authentication. Completed AAA-ICDR's cybersecurity training in 2020.

Education

Harvard University (JD, cum laude-1987); Yale University (BA, History, summa cum laude, Phi Beta Kappa, with distinction-1984).

Professional Licenses

Admitted to the Bar: New York (1988).

Professional Associations

American Bar Association: ADR Section, Business Law Section
New York State Bar Association: Co-Chair, ADR Committee of Entertainment, Arts and Sports Law Section; Member ADR Section
Westchester County Bar Association: (previous) Board of Directors and Executive Committee member, Chair, Business & Commercial Law Committee; (current) Alternative Dispute Resolution Committee; Business & Commercial Law Committee; Intellectual Property Committee; Cannabis Law Committee.

Kyle-Beth Hilfer, Esq.
Neutral ID : 126705

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The Intellectual Property Strategist Law Journal (Board of Editors 1995-2023). Westchester County Fair Campaign Practices Committee (Member, hearing disputes regarding political candidates' campaign practices).

Recent Publications & Speaking Engagements

DISPUTE RESOLUTION PUBLICATIONS: "How Did Your Virtual Arbitration Hearing Go?", NYSBA Dispute Resolution Section's Resolution Roundtable 6/2020; "Discovery in Arbitration," Westchester County Bar Assn (WCBA) 10/2014; "A Practical Guide to Arbitrating IP Disputes," The Intellectual Property Strategist 5/2004; "Arbitration Gains Acceptance as a Means of Resolving Intellectual Property Disputes," The Intellectual Property Strategist 5/2004.

DISPUTE RESOLUTION SPEAKING: "Consumer Arbitration Clauses in the Mass Filing Era," NYSBA 10/2025; "AAA's Clause Builder: A Proactive Tool for Drafting ADR Clauses in Contracts" NYSBA 2/2025; "Mindfulness in Negotiation," NYSBA, 10/ 2024; "High-Profile Arbitration & the Press: What about Confidentiality?: NYSBA 5/2024; "Why is Arbitration Ideal for Resolving Cannabis Industry Disputes," NYSBA, 9/2023; "Permanent Injunctions in Arbitration: Functus Officio Doctrine Dilemmas," AAA, 4/2023; "How a Mediator helped reach Settlement in Dominion v Fox," Mediator in the Middle Podcast, 4/2023'"; Ready to Resolve: Preparing for Mediation," WCBA 3/2023; "Tough Calls and Recovery Practices in Arbitration", NYSBA 12/2022; "Best Practices: Roundtable on Different Approaches to Arbitration," NYSBA 9/2021; "Online Commercial Mediation and Arbitration Best Practices-The Neutral's and Advocate' s Perspectives," Practicing Law Institute Studio Briefing 7/2021; "Lessons Learned from Online Mediation/Arbitration in Commercial Cases," WCBA 3/2021; "Hot Topics in Dispute Resolution from the NYSBA Resolution Roundtable Blog," NYSBA 2/2021; "Intellectual Property & ADR: Resolving Disputes Out of Court," ACR-GNY 6/2019; "New Paradigm for ADR in Intellectual Property Litigation," WCBA 6/2019; "Advocacy and Civility in Arbitration – Do They Go Hand in Hand," WCBA 4/2017.

OTHER PUBLICATIONS: "Brand Trophy Pardox," The Trademark Lawyer, Issue 3 2025; "NFTs and Loyalty Programs: Business Opportunities Twinned with Legal Risk," EASL Journal, NYSBA Summer 2023; "5 Advertising and Marketing Law Trends to Take You Through 2020," Inside, NYSBA Summer 2020; "Photographs on the Internet" The Intellectual Property Strategist, June, 2019; "Social Media: How to Avoid Trouble with the Law and the FTC," Interview subject, www. Forbes.com, August 2017; "Manufacturers vs. Exclusive Distributors: Who owns the trademarks?" The Intellectual Property Strategist, August, 2017; "Copyright Challenge to 'We Shall Overcome' Proceeds," The Intellectual Property Strategist, February, 2017; "Native Advertising: FTC Guides Brands to Avoid Deceptive Commercial Speech," INSIDE, NYSBA Spring/Summer 2016; "Crazy for Fair Use," The Intellectual Property Strategist, November, 2015; "Supreme Court Upholds Lanham Act Claim In Juice Wars," The Intellectual Property Strategist, July, 2014.

Kyle-Beth Hilfer, Esq.
Neutral ID : 126705

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OTHER SPEAKING: "Who Owns the Idea? Legal and Ethical Challenges for the AI Era", Columbia University 2/2025; "Prize Promotion Essentials", ACI Advertising Claims Substantiation, 4/2024; "The NFT Marketplace: Philosophy, Legal Issues, and Risk", presented at PLI, NYSBA and ALM throughout 2022; "Using Consumer Content in Advertising," PLI Hot Topics in Advertising Law , 6/2021; "Hot Topics in Advertising and Marketing," PLI Advanced Trademark Conference, 3/2021; "Legal Challenges Facing Restaurants During and After a Pandemic," NYSBA, 11/2020; "Differentiating Substantiation Requirements for Manufacturers and Retailers," ACI Advertising Claims Substantiation, 1/2020; "NYC Restaurant Law: Are You Ready for Business?", NY County Lawyers Assn, 3/2019; "Fundamentals of Advertising Law: How to Create Legally Compliant Campaigns that Protect Your Intellectual Property", Clear Law Institute, 1/2018; "Understanding the Role of Each Member of Your Claims Substantiation Team" ACI Advertising Claims Substantiation,1/2018; "Design Meets Intellectual Property", BDNY, 11/2017.

Locations Where Parties Will Not be Charged for Travel Expenses

Midtown New York City, Westchester County, other locations within 60 minutes commuting time from neutral's offices. Outside of these areas or for multi-day hearings regardless of location, charges are in arbitrator discretion.

Citizenship

United States of America

Languages

English

Compensation

Hearing:	$695.00/Hr
Study:	$695.00/Hr
Travel:	$695.00/Hr
Cancellation:	$3500.00/Day
Cancellation Period:	2 Days
Comment:	Open to alternative fee arrangements in certain instances.

Hourly rate charged for all meetings and conferences (in person, telephonic, or by other electronic means).

Available to serve nationwide and worldwide in addition to in and around New York City metropolitan area. Reasonable travel expenses and out of pocket, including hotel and meal expenses, and travel rate may apply if the hearing is located more than 60 minutes' commuting time from neutral's offices. Multi-day hearings may include travel and out of pocket hotel/meal expenses regardless of location.

Cancellation rate applies only to the first scheduled hearing day. Cancellation notice must be given by close of business (5pm Eastern) two business days before first scheduled hearing date to avoid cancellation rate. Cancellation rate will also require reimbursement of any non-cancellable

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Peter H. Koehler Jr., Esq.
Portland, Oregon

Current Employer-Title	Koehler ADR, LLC
Profession	Attorney, Arbitrator, Mediator, Executive
Work History	Owner, Koehler ADR, LLC, 2015 - Present; Vice-President, Legal for Nike Inc., 2002 – 2014; Managing Partner/Litigation Partner, Tonkon Torp LLP, 1987 – 2002; Associate, MacDonald Hoague & Bayless, 1982 – 1987.
Experience	Twenty years as a trial lawyer and 12 years as in-house corporate counsel for Nike. Has tried and managed many large and complex cases to jury trial verdict, bench trial verdict, and arbitration ruling. Managed Nike's entire global portfolio of litigation, and subsequently managed the full global Nike Legal Department, including the direct reporting by all international legal offices. Advised the business in all aspects of legal risk mitigation and strategy. Strong and diverse commercial litigation background, with emphasis on large and complex business disputes, sports law disputes, international commercial disputes, internal investigations, and intellectual property and employment litigation. Examples include: -- Litigation between Nike and its competitors over the publicity rights of certain athletes; -- Multiple litigations between Nike and its athletes over various contract rights; -- Class action defenses regarding compliance with digital texting regulations, product advertising, and racial discrimination; -- Legal malpractice claim over an adverse $52M verdict in an international licensing dispute; -- Defense of wrongful termination claim by former CEO of a hockey equipment company; -- Arbitration between Nike and one of its endorsing athletes regarding obligations to create and market a "signature line"; -- Arbitration between a UK-based sportswear manufacturer and its terminated exclusive licensee and distributor for the certain European territories over claims of wrongful termination of the license; -- Arbitration for breach of contract, tortious interference and misrepresentation regarding an asserted telecommunications contract; -- Representation of three individuals in securities claim against publicly-traded

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technology company, regarding misrepresentations in the purchase and sale of a division of the company;
-- Multiple cases involving patent, trademark and copyright clams;
-- Litigation between a metropolitan art museum and descendants of WWII German Jewish exiles over the provenance of certain art pieces held by the museum;
-- Numerous international internal investigations.
-- Represented numerous clients in injunction actions regarding covenants not to compete and trade secrets disputes.

Alternative Dispute Resolution Experience

Served as a mediator and arbitrator in numerous commercial and consumer cases since opening ADR practice in February 2015. Examples include:

-- Actions arising out of sports marketing endorsement and/or management relationships
-- Dispute regarding the use of a trademark under a trademark licensing agreement
-- Breach of a timberland acquisition contract
-- Dispute between two non-profits regarding leased space
-- Claim by a prisoner for violation of his civil rights
-- Dispute between competing bidders for the right to operate hotel property
-- Claims arising out of dissolution in a family agri-business
-- Contractual disputes in professional service industries
-- Securities claims
-- Buyout and termination of executive leadership in a closely held commercial enterprise.

Appointed in 2020 by Oregon Governor Kate Brown to serve as the mediator between the Oregon timber industry and the environmental community toward a goal of re-crafting Oregon's forestry practices.

Served as a consultant/mediator to professional firms to assist with strategic planning, organizational health and succession.

Assisted private parties, businesses and governmental entities in the negotiation of commercial transactions. Served as an advocate and/or client representative in numerous domestic and international arbitrations, many of which were of significant duration and magnitude as well as in innumerable mediations in large and complex commercial, sports and IP litigation subject matter.

Education

Boalt Hall School of Law, University of California at Berkeley (JD-1982); Stanford University (BA-1978).

Professional Licenses

Admitted to the Bar: Oregon (1987), Washington (1982); U.S. District Court: Western (1983) and Eastern (1985) Districts of Washington, District of Oregon (1987).

Peter H. Koehler Jr., Esq.
Neutral ID : 4043240

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Professional Associations	Association of Corporate Counsel; American Bar Association.
Recent Publications & Speaking Engagements	"Arbitration from the In-House Counsel Perspective", ABA TIPS Corporate Counsel Committee, January 2015.
Citizenship	United States of America
Languages	English

Compensation

Hearing:	$450.00/Hr
Study:	$450.00/Hr
Cancellation Period:	0 Days
Comment:	No charge for travel time, but out-of-pocket expenses for out-of-town travel will be billed at cost. Hourly rate will apply to preparation time.

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Neutral ID : 4043240

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AMERICAN ARBITRATION ASSOCIATION® | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION®

Danielle S. Menitove, Esq.

Scarsdale, New York

Primary Areas of Expertise

Commercial Disputes
Breach of Contract
Torts
Antitrust/Unfair Competition
Sports
Online Gaming

Professional Summary

Independent arbitrator and mediator with particular expertise in commercial, consumer, and sports disputes. Before transitioning to a full-time ADR practice, was a litigator for more than 10 years at Skadden Arps in New York. At Skadden, represented entities and individuals in all phases of complex litigation in federal and state court. Practice involved a myriad of diverse matters, including antitrust, breach of contract, breach of fiduciary duty, and business torts. Also experienced with disputes and advisory matters in all areas of sports law, including employment, online gaming, anti-doping, sponsorship, licensing, and other business disputes.

Current Employer-Title

Independent Arbitrator and Mediator

Profession

Arbitrator, Mediator, Attorney

Work History

Independent Arbitrator and Mediator, 2022-Present;
Attorney, Skadden, Arps, Slate, Meagher & Flom LLP, 2011-2022;
Law Clerk, Honorable Chief Judge Sarah S. Vance, U.S. District Court, E.D. La., 2010-2011;
Legal Intern, United States Tennis Association, 2008.

Experience

Fifteen years of combined private practice and ADR experience. In private practice, represented plaintiffs and defendants for more than a decade in complex domestic and international commercial litigation. Matters involved a wide array of industries (e.g., sports, technology, financial services, pharmaceuticals, food production) and areas of practice (e.g., antitrust/unfair competition, commercial/contract, breach of fiduciary duty, tortious interference, misappropriation of trade secrets, breach of non-compete agreements). Worked extensively with damages/economic experts.

Representative matters include:
-Counsel to individual in contract dispute with a sponsor
-Defended organization against claim for breach of the covenant of good faith and fair dealing
-Represented membership organization against claims by former member for

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breach of contract, breach of fiduciary duty, conversion, and antitrust violations
-Defended organizations in copyright and antitrust action arising from use of photographs
-Represented sports organizations, financial services companies, pharmaceutical companies, and food production companies against antitrust and unfair competition claims

Particular expertise in matters involving all aspects of sports law. Served as counsel in litigation and advisory matters involving team ownership, franchise relocation, sponsorships, gambling, broadcast rights, tampering, intellectual property, and collegiate-athlete eligibility rules. Participated in sports arbitrations involving event hosting rights, intellectual property licensing, player-agent disputes, anti-doping, employment matters, and challenge to sport organization's rules. Counseled sports governing bodies and leagues regarding their internal governance functions.

Alternative Dispute Resolution Experience

Sole arbitrator, member of three-person arbitration panel, or clerk to arbitration panel in more than 25 domestic and international arbitrations, involving commercial and business disputes, consumer disputes, and sports-related disputes. Served as mediator in numerous commercial and sports disputes.

Representative matters include:
-Commercial contracts, including breach of contract claims for failure to pay for goods or services and wrongful termination of agreements
-Business torts, including claims for breach of fiduciary duties, deceptive trade practices, fraud, misappropriation of trade secrets, and tortious interference.
-Antitrust claims
-Partnership and joint venture disputes
-Employment disputes, including claims of retaliation
-Individual torts, including claims of defamation, intentional infliction of emotional distress, invasion of privacy, and negligence
-Professional disputes, including attorney-client fee disputes and disputes between agents and clients

Completed alternative dispute resolution trainings include the AAA's Arbitration Fundamentals and Best Practices for New AAA Arbitrators (2024); AAA's Award Writing (2024); AAA's Higginbotham Fellows Program (2023); NYSBA Comprehensive Commercial Arbitration Training for Arbitrators and Counsel (2023); NYSBA 3-day Commercial Mediation Training (2023); Fee Dispute Arbitration Training, Focus on Part 137 Arbitration (2023); Small Claims Arbitrator Training (2022); PLI's Commercial Mediation and Arbitration Best Practices – The Neutral and Advocate's Perspectives (2022); PLI's Negotiation Skills Essentials 2022 – Considering Alternatives to Trial: Alternative Dispute Resolution and Mediation (2022); Selected Ethics Issues in Mediation & Settlement Negotiations (2022); PLI's Securities Arbitration - Hot Topics in

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	Securities Arbitration (2022); PLI's International Arbitration- Recent Developments in International Arbitration Practice (2022).
Technology Proficiency	Proficient using online platforms such as Zoom, WebEx, and Microsoft Teams and willing to conduct hearings/conferences using those platforms. Experience conducting arbitrations fully remote as well as hybrid. Extensive experience with ESI issues.
Education	Tulane University Law School (JD, summa cum laude, Law Review - 2010); University of Western Ontario (BA, Kinesiology, with distinction - 2007).
Professional Licenses	Admitted to the Bar: New York (2011); U.S. District Court: Southern District of New York (2016), Eastern District of New York (2016).
Professional Associations	Columbia Law School, Lecturer in Law American Arbitration Association Commercial and Consumer Arbitration Panels Court of Arbitration for Sport Sports ADR Committee Chair, New York State Bar Association Dispute Resolution Section Arbitration Committee, New York City Bar Association Sports Lawyers Association
Recent Publications & Speaking Engagements	Panelist, Fair Play Off the Field: Arbitration's Impact on Sports Disputes, Georgetown International Arbitration Month (2024) Podcast Guest, Fair Game: Diving into Sports ADR, Segal McCambridge TortsCenter Podcast (2024) Book Chapter, Dispute Resolution in United States Professional Sports Leagues, International Sports Justice, Sports Law and Policy Centre (2023) Speaker, Dispute Resolution in U.S. Sports, ISDE Higher Institute of Law & Economics (2017)
Locations Where Parties Will Not be Charged for Travel Expenses	New York metropolitan area
Citizenship	Canada; United States of America
Languages	English

Compensation

Hearing:	$500.00/Hr
Study:	$500.00/Hr
Travel:	$250.00/Hr
Cancellation Period:	0 Days
Comment:	No travel time or costs charged for New York metropolitan area. Time charged for travel at 50% for other destinations. Travel expenses to be reimbursed.

Danielle S. Menitove, Esq.
Neutral ID : 5853510

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Stephen Starks, Esq.
Frisco, Texas

Current Employer-Title	VP, Legal Affairs - Concerts, Live Nation Entertainment
Profession	Arbitrator, Attorney
Work History	VP, Legal Affairs - Concerts, Live Nation Entertainment, 2021 – Present; Counsel (Technology & Commercial; Sports & Entertainment), Bryan Cave Leighton Paisner LLP, 2020 – 2021; Vice President, Promoter and Media Partner Relations, INDYCAR, LLC, 2016 – 2020; Deputy General Counsel, Hulman & Company (including INDYCAR, IMS, and Clabber Girl), 2014 – 2016; Associate (Sports & Entertainment, Arbitration, and Litigation) Kroger Gardis & Regas, LLP, 2011 - 2014; Legal Affairs Director, United States Anti-Doping Agency, 2008 - 2011; Associate, Litigation and Appeals, Bose McKinney & Evans, LLP, 2007 - 2008; Law Clerk to Associate Justice Theodore R. Boehm (retired), Indiana Supreme Court, 2006 - 2007.
Experience	Significant experience in international and domestic alternative dispute resolution, litigation, and negotiating commercial contracts. Represented clients across various industries including technology, retail and consumer products, hotels and hospitality, betting/gaming, food manufacturing and distribution, construction, engineering services, entertainment venue management, broadcast and digital media, and professional sports league and team operations. Advised clients or served as arbitrator regarding a wide range of complex legal issues, including commercial contracts, international law, partnerships, corporations, licensing, sponsorship, intellectual property, insurance, consumer protection, labor and employment, and the drafting of organizational policies and procedures including sports policies relating to competition, participant codes of conduct, corruption and integrity, and anti-doping. Commercial Contracts: Spent significant portion of legal career drafting and negotiating commercial contracts relating to technology, retail and consumer products, food manufacturing and distribution, entertainment venue management, and broadcast and digital media, including serving as in-house counsel to one of the largest U.S. baking products manufacturers and distributors and as outside legal adviser to another large food products manufacturer, in both cases providing counsel regarding various international and domestic sales, supply, and distribution

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deals. Advised European bicycle manufacturer regarding commercial contract and U.S. consumer protection law issues and the drafting of policies for application to consumers globally. Significant experience drafting and negotiating broad merchandise licensing and sales agreements, including representing intellectual property rights holders in negotiations with some of the the largest global sports merchant wholesale distribution, retail, and merchandising companies, and providing counsel relating to the supply and sale of food and beverage products at major entertainment venues. Successfully represented a custom packaging, warehousing, logistics, and product assembly company in a commercial procurement dispute before the U.S. Governmental Accountability Office.

Technology: Counseled large entertainment properties in complex negotiations with two of the world's largest technology companies regarding the licensing of intellectual property for collaborative projects which enhanced the clients' business operations and featured the innovative capabilities of the tech company partners. Represented a professional motorsports series in multiple negotiations regarding engine supply agreements with General Motors and Honda, and regarding the supply of vehicle chassis by a large Italian auto parts manufacturer/distributor. Significant experience drafting and negotiating services agreements for companies, including agreements in connection with engineering services specializing in maritime power transmission design and analysis.

Construction: Represented a mid-sized interior subcontractor in a multi-million dollar breach of contract claim before the Armed Services Board of Contract Appeals. Advised an international airport lounge management company through the RFP process for the construction and operation of an airport hospitality lounge at a major international airport.

Labor and Employment: Extensive experience while serving as in-house counsel for over ten years guiding companies through labor and employment issues, and successfully represented a hotel franchise in an employment dispute before the EEOC and a federal employee in an employment dispute before the U.S. Department of Labor.

Corporations and Partnerships: Represented companies in various stages of entity form

Alternative Dispute Resolution Experience

Significant experience as counsel in complex arbitrations, including disputes regarding violations of international and domestic governing body rules and protocols since 2008.

Have served as single arbitrator in multiple commercial contract disputes including construction matters, breach of contract claims, and homeowner's insurance coverage matters.

In 2022, served as single arbitrator in a professional sports sponsorship dispute

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involving a breach of contract claim in excess of $15M.

In 2023, served as single arbitrator in a team selection/eligibility dispute arising under Section 9 of the United States Olympic & Paralympic Committee ("USOPC") Bylaws regarding claimant's and affected athletes' rights to participate in certain World Championships events.

In 2024, served as single arbitrator and issued reasoned award in dispute between members of a USOPC certified National Governing Body ("NGB") and the NGB regarding the claimant members' allegations of wrongful termination of their private club memberships by their NGB certified private club.

In 2024, served as court-appointed, single arbitrator and issued a reasoned award in a consolidated action based on two separate lawsuits filed in Tarrant County, Texas by a claimant commercial shopping center and residential property owner who had hired the respondent general contractor to construct a commercial building and homestead expansion. The claimant alleged breach of contract regarding the completion and quality of both projects and claimed damages in excess of $5.7M, including increased construction costs to complete the projects, property damage repair costs, mental anguish, property code violation penalties, liquidated damages, lost rent, bank loan carry costs, and reputational damage.

In 2025, successfully mediated a dispute between a Division I collegiate athletic conference and former member university involving exit fee payable by a member institution to conference upon a member institution's decision to depart from conference according to conference bylaws and other breach of contract issues.

Education	Valparaiso University School of Law (JD - 2006); Drexel University (BS - 2001).
Professional Licenses	Admitted to the Bar: Indiana (2006), District of Columbia (2008), Texas (2021).
Professional Associations	American Bar Association; Sports Lawyers Association
Recent Publications & Speaking Engagements	Motorsports 2017: A Year of Change; 2017 Sports Lawyers Association 43rd Annual Conference (Denver, CO).
Locations Where Parties Will Not be Charged for Travel Expenses	Dallas-Fort Worth Metroplex
Citizenship	United States of America
Languages	English

Compensation	Hearing:	$395.00/Hr
	Study:	$395.00/Hr

Stephen Starks, Esq.
Neutral ID : 160268

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Cancellation Period:	0 Days
Comment:	Reimbursement for actual expenses.

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