



Shawn K. Aiken, Esq.
Phoenix, Arizona



Primary Areas of Expertise

- Commercial torts
- Construction
- Cannabis
- Partnership and joint venture
- Consumer

Professional Summary

Over 30 years' experience as trial lawyer and neutral in commercial litigation and arbitration, especially business tort and contract cases. Fellow of the American College of Trial Lawyers (2015). Listed in "The Best Lawyers in America"® (commercial litigation, mediation, and arbitration (2007-2025)) and Super Lawyers' "Top 50 Arizona Lawyers" (2009-2025). Served as mediator in over 1100 cases and arbitrator in over 200 cases to final award. Selected by Best Lawyers in America as Lawyer of the Year (Phoenix) for 2012 and 2015 (Mediation) and 2019, 2021, and 2026 (Arbitration).

Current Employer-Title

Shawn Aiken, PLLC

Profession

Arbitrator, Special Master

Work History

Neutral, Shawn Aiken PLLC, 2016 - Present; Attorney, Aiken Law Firm PLLC, 2022 - Present; Managing Member and Designated Principal, Aiken Farrell Kroloff, LLC, 2023 - Present; Shareholder, Aiken Schenk Hawkins & Ricciardi P. C., 1990 - 2015; Associate, Beus Gilbert Wake & Morrill, 1984 - 1990; Associate, O'Connor Cavanagh et al., 1983 - 1984.

Experience

Over 30 years' experience as trial lawyer and neutral in business litigation and arbitration, especially misrepresentation, unfair competition, business tort, and contract cases. Handled wide variety of simple and complex matters for both plaintiffs and defendants in state and federal courts, and before the American Arbitration Association, in cases involving partnership and closely-held shareholder disputes, especially covenants not to compete, officer and director liability, misappropriation of corporate opportunity, mismanagement, breaches of fiduciary duty, fraudulent transfer, and other similar aspects of liability; breach of contract; medical partnership disputes; and, fraud, RICO, interference with contract, trade secret, and copyright infringement cases, including injunction

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practice on behalf of business clients.

Represented taxpayer classes before specialty state tax court in class actions.

Service as special master in employment, health care, trade secret, and similar matters involving ESI, including management and resolution of disputes over cost-shifting, resolution of claims of spoliation, access to private hardware, claims of attorney-client privilege, work product protection, and search terminology.

From 1986 - 2015, extensive experience in commercial arbitrations as counsel.

Long advocacy and arbitration experience in disputes concerning complex economic damages, including damages models (e.g., but-for causation, lost profits, use of funds, loss or destruction of business, present value, and business interruption losses); business and asset valuation opinions and issues (e.g., application of discounts, definitions of value, and income analysis); accounting principles and issues, including analyses of financial statements; economic methods and statistical analyses (e.g., regressions and Monte Carlo methods); and, presentations of damages related to claims and defenses concerning loss causation, consequential loss, out-of-pocket costs, mitigation, future losses.

Alternative Dispute Resolution Experience

Since 1995, mediated over 1100 commercial matters, received over 300 administered and ad hoc arbitral appointments, and authored more than 200 awards under ICDR® Rules, AAA® Commercial Arbitration Rules, including Large, Complex Commercial Disputes Procedures, Construction Rules, and Employment Arbitration Rules.

Sole arbitrator in cases involving business and commercial claims, including division of revenues and management disputes between tribal nation and developer arising out of construction of the Grand Canyon Skywalk (\$25mm in dispute); dispute over "best efforts" provision and payment of commissions on worldwide sale of armored vehicles; international co-venturers in premium steel manufacturing and sales industry (\$150mm); trade secret and contract claims arising out of cryptocurrency exchange and licensing agreement; claims for misappropriation of trade secrets and data theft in cases arising out of terminated employment agreements;

Dispute between Fortune 50 companies in the defense research and manufacturing industry involving liability for repairs and capital improvements to leased commercial property;

Finance and investment banking disputes, including lending and services agreements; technology licensing agreements;

Real estate disputes, including appraisal and valuation of real property and commercial lease interests;

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Medical partnership disputes over buyout price and terms for physicians' membership interests; dispute among members over division of proceeds of sale of large group medical practice to national private equity firm; dispute between largest local hospital group and national insurer over reimbursement for inpatient hospital services to patients enrolled in Medicare Advantage plan;

Senior executive employment and compensation agreements; employment termination, trade secret, fraud, negligence, covenants not to compete/restrictive covenants; interference with contract, breach of fiduciary duty, and misrepresentation claims, often concerning lost profit and similar financial damage claims;

Gaming, construction, and other tribal disputes;

Contract disputes stemming from claimed social media rights;

Construction claims, including commercial and multi-party, multi-phase homeowner actions; and,

Franchise disputes, including hospitality and home products industries.

Extensive experience in cannabis industry matters, including closely-held disputes, licensing, software, breach of contract, trade secret, compliance, and breach of fiduciary duty claims.

Often serves on three-member panels (frequently as chair) in cases involving claims ranging from \$20mm to over \$100mm, including, for example, dispute between partners over development of multi-family real estate project (\$30mm); inter-tribal dispute over gambling rights; utility (water, electric) agreements, including agreement for purchase of water company and transfer application to Arizona Corporation Commission; dispute between two cities involving inter-governmental agreement; class action involving banking claims; failed merger and patent licensing issues; valuation disputes, especially partnership and closely-held interests, but also hotel and other commercial properties; coverage for wrongful death arising out of accident involving transportation fleet vehicle.

Served on multi-arbitrator mass claims panel resolving thousands of employees' claims totaling over \$30 million against the State of Arizona.

International matters include firms from, for example, Sweden, India, Taiwan, Australia, France, Mexico, Canada, and Belgium.

Served on dozens of cases brought by consumers against, among others, auto dealerships, banks, credit card issuers, wireless companies, academic testing services, ride-sharing firms, and credit-reporting companies (including Fair Debt Collection Practices Act).

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Technology Proficiency Available in person or via Zoom for arbitration hearings. Since 2020, regularly conducts arbitration hearings via Zoom. Prefers use of digital exhibits for final hearing (e.g., AgileLaw or AAA Webfile) and Clearbrief (GenAI application) post-hearing. Frequently conducts regular, brief case management conferences via Zoom, LoopUp, or other conference platform. Regularly resolves ESI management issues, e.g., disputes over search, production, and cost-allocation. Familiar with work of the The Sedona Conference and especially Working Group 1 on Electronic Document Retention and Production (WG1). Long familiarity with business and legal applications, including Quickbooks, Tabs III, TimeSolv, Case Anywhere, Word, Adobe Acrobat, DocuSign, Box, Dropbox, Teams, Webex. Successfully completed Clearbrief Academy, June 2025.

Education Arizona State University (JD-1983); St. Olaf College (BA, cum laude-1980).

Professional Licenses Admitted to the Bar: Arizona (1983); U.S. District Court: District of Arizona (1983); U.S. Court of Appeals: Ninth Circuit (1983); U.S. Supreme Court (2010).

Professional Associations Fellow, American College of Trial Lawyers (2015); Fellow, College of Commercial Arbitrators (2009); Fellow, American College of Civil Trial Mediators (2017); Fellow, Academy of Court-Appointed Masters (2018).

Recent Publications & Speaking Engagements Arizona Judicial Conference, 2022 (panelist), "Arbitration Agreements"; Facilitator, ABA Arbitration Training Institute, 2020; State Bar of Arizona Annual Convention, June 2019 (panelist), "ADR Talks: Creative Procedures in Arbitration; "Arbitration Talks: Preparing for the Participating in the Arbitration Hearing" (panelist), State Bar of Arizona Annual Convention, June 2017; "Innovative Trial Preparation and Presentation: Opening Statements/Closing Arguments" (co-presenter), American College of Trial Lawyers, Phoenix, April 2016; "Best Practices in Commercial Arbitration" (webinar co-presenter), American Arbitration Association, April 2016; "Neutrals' Roundtable: Motions and Award Modifications" (panelist), American Arbitration Association, Denver, September 2015; "Research and Investigations: The Arbitrator's Authority," American Arbitration Association, September 2014; "Ten Worst Mistakes Lawyers Make in Mediation of Litigated Commercial and Business Disputes, and How to Avoid Them" (webinar), ASU Sandra Day O'Connor College of Law, June 2014; "Recent Cases that Govern Drafting an Enforceable Arbitration Clause" (co-presenter), State Bar of Arizona Alternative Dispute Resolution Section CLE, May 2014; "Principled Deliberations: Decision-Making Skills for Arbitrators," American Arbitration Association, May 2014; "Native American Sovereign Nations and Arbitration: The Skywalk Case," College of Commercial Arbitrators 13th Annual Meeting, October 2013; Arizona College of Trial Advocacy, Faculty Member and Presenter, 2013; "Direct and Cross-Examination of Parties and Witnesses," Arizona College of Trial Advocacy, July 2013; "Managing a Successful Arbitration" (panelist), American Arbitration Association University, April 2013; "Private Arbitration Update" (faculty member), State Bar of Arizona, 2008-2012; "Court-Assigned Arbitration: A Step-by-Step Guide Through the Process" (faculty

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member), State Bar of Arizona, 2012; "2012 Private Arbitration Update: Advanced Arbitration Practice" (faculty member), State Bar of Arizona; "Consolidation of Separate Arbitration Proceedings," Private Arbitration Update, State Bar of Arizona, 2009, 2010, and 2012.

For complete list, please see website at www.aiken-thomason.com/bio.

Locations Where Parties Will Not be Charged for Travel Expenses

Air fare will not be charged for travel to these hearing locations (hotel, meals, and other expenses will be charged):

Seattle, Washington (May - October)
Minneapolis, Minnesota (all months)
New York, New York (all months)

Citizenship Languages

United States of America
English

Compensation

Hearing: \$795.00/Hr
Study: \$795.00/Hr
Travel: \$795.00/Hr
Cancellation Period: 45 Days
Comment: Available for in person hearings in Phoenix, Arizona from November - April. Available for remote hearings from May - October.

If an arbitration hearing (more than 2 days in length) is cancelled less than 45 days before the hearing date, the parties owe the full amount of the arbitrator's compensation for the hearing dates scheduled.

Air fare will not be charged for travel to Seattle (May-October), Minneapolis, or New York City. Hotel, meals, and other travel charges apply for travel to those (and all other) venues.

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