AMERICAN ARBITRATION ASSOCIATION® | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION®

Shawn K. Aiken, Esq.

Phoenix, Arizona

Primary Areas of Expertise

Complex commercial disputes
Partnership/shareholder
Business torts/trade secrets
Technology/AI-related
Healthcare/real estate/tribal
Franchise disputes

Professional Summary

Arbitrator since 1995, with over 300 appointments and over 160 awards. Frequently chairs complex commercial panels. Fellow of the American College of Trial Lawyers (2015) and the College of Commercial Arbitrators (2009). Listed in Best Lawyers in America (commercial litigation, mediation, and arbitration, 2007–2027); Super Lawyers (2007–2026); and Super Lawyers' "Top 50 Arizona Lawyers" (2009–2026). Best Lawyers' Phoenix Lawyer of the Year: Mediation (2012, 2015) and Arbitration (2019, 2021, 2026). Mediated over 1,100 cases; retired from mediation February 2026. Selected for AAA's AI Ambassador program, September 2026.

Current Employer-Title

Shawn Aiken, PLLC

Profession

Arbitrator

Work History

Neutral, Shawn Aiken PLLC, 2016 - Present; Attorney, Aiken Law Firm PLLC, 2022 - 2025; Designated Principal, Aiken Farrell Kroloff, LLC, 2023 - 2025; 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

Legal career beginning in 1983, with arbitral service since 1995 and extensive experience in business litigation and arbitration, particularly misrepresentation, unfair competition, business tort, and contract disputes. Handled a 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

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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 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, over 300 administered and ad hoc arbitral appointments and more than 160 awards under ICDR® Rules and AAA® Commercial Arbitration Rules, including Large, Complex Commercial Disputes Procedures, Construction Rules, and Employment Arbitration Rules. Mediated over 1,100 commercial matters before retiring from mediation in February 2026; now accepts new appointments only through the AAA and ICDR.

Sole arbitrator in cases involving business and commercial claims, including management disputes between tribal nation and developer over construction of the Grand Canyon Skywalk; "best efforts" and commission dispute over worldwide sale of armored vehicles; international co-venturers in premium steel manufacturing and sales industry ($150 million); trade secret and contract

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claims arising out of cryptocurrency exchange and licensing agreement; trade secret misappropriation and data theft claims under 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;

Medical partnership disputes over physicians' buyout price and terms; division of proceeds of sale of large group practice to private equity firm; hospital group versus national insurer over Medicare Advantage inpatient reimbursement;

Senior executive employment agreements; termination, trade secret, fraud, negligence, restrictive covenant, interference with contract, breach of fiduciary duty, and misrepresentation claims, especially lost profit and financial damage claims;

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

Franchise disputes, as a neutral: sole arbitrator in five AAA franchise arbitrations since 2017, three since 2024, brought by franchisors and by franchisees: termination and post-termination obligations; unpaid royalties, fees and liquidated damages; Lanham Act claims against holdover franchisees, with injunctions on marks and non-competition covenants; guarantor liability; franchisee claims of misrepresentation, territory encroachment and breach of the covenant of good faith; franchisor counterclaims. Industries: restaurant and hospitality, home services and products, health and wellness, youth athletics.

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 with claims

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from $20 million to over $100 million, including dispute between partners over multi-family real estate project ($30 million); inter-tribal dispute over gambling rights; utility (water, electric) agreements, including purchase of water company and Arizona Corporation Commission transfer application; inter-governmental agreement dispute between cities; banking class action; failed merger and patent licensing issues; valuation disputes (partnership and closely-held interests; hotel and other commercial properties); coverage for wrongful death 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 Sweden, India, Taiwan, Australia, France, Mexico, Canada, and Belgium.

Dozens of consumer cases against auto dealerships, banks, credit card issuers, wireless companies, academic testing services, ride-sharing firms, and credit-reporting companies (including Fair Debt Collection Practices Act).

Technology Proficiency

Since 2020, regularly conducts arbitration hearings via Zoom. Prefers use of digital exhibits for final hearing (e.g., AAA Webfile) and Clearbrief (GenAI application) post-hearing. Conducts brief case management conferences via Zoom or other conference platforms. Regularly resolves ESI management issues, e.g., disputes over search, production, and cost-allocation. Familiar with work of The Sedona Conference and especially Working Group 1 on Electronic Document Retention and Production (WG1). Successfully completed Clearbrief Academy, June 2025. Maintains a published Statement on the Use of Artificial Intelligence (shawnaiken.com/ai) and adheres to the AAA-ICDR Guidance on Arbitrators' Use of AI Tools. Uses AI-assisted tools for document organization, record review, legal research, quality control, and drafting; no AI output is adopted without independent review, and citations and record references are independently verified before any order or award is issued. All findings, conclusions, and decisions rest on the Arbitrator's independent judgment.

With advance disclosure and party consent, may use Meetily to record and transcribe conferences and hearings and prepare AI-assisted notes. Recordings, transcripts, and summaries are processed entirely on the Arbitrator’s computer, without transmission to external AI services. These materials support the

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	Arbitrator's personal notes, remain subject to independent review, and do not replace any official hearing record. Maintains an electronic conflicts and disclosure database drawn from correspondence, contacts, and matter history, holding several thousand records. A written check runs on every new appointment and again whenever new counsel appears in a pending matter. The check covers correspondence, contacts, the database, matter files, a case list, and time-and-billing records.
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 Neutrals (2018); National Association of Distinguished Neutrals (2010). American Arbitration Association AI Ambassador; member of the AI-Driven Commerce & Automated Transactions Working Group (2026 – present).
Recent Publications & Speaking Engagements	Scottsdale Bar Association, "Commercial Arbitration: Practical Guidance," April 2026 (presenter); 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 Participating in the Arbitration Hearing" (panelist), State Bar of Arizona Annual Convention, June 2017; "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

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Arbitration: The Skywalk Case," College of Commercial Arbitrators 13th Annual Meeting, October 2013; "Managing a Successful Arbitration" (panelist), American Arbitration Association University, April 2013; "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 a more complete list, please see https://shawnaiken.com/bio/.

Locations Where Parties Will Not be Charged for Travel Expenses

Subject to the seasonal in-person hearing availability stated below, airfare 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

United States of America

Languages

English

Compensation

Hearing:	$795.00/Hr
Study:	$795.00/Hr
Travel:	$795.00/Hr
Cancellation Period:	0 Days
Comment:	No cancellation fee is charged.

Available for in-person hearings in Phoenix (and elsewhere) November–April; in-person hearings only in the Seattle area May–October; remote hearings year-round.

Travel expenses (hotel, meals, air fare except as noted above) reimbursed for hearings outside the Phoenix and Seattle metro areas.

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