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TOP VERDICTS OF 2018

The largest and most significant verdicts and appellate reversals in California in 2018

TOP PLAINTIFFS' VERDICT BY DOLLAR

Oakland-Alameda County Coliseum Authority v. Golden State Warriors

case INFO

Contract dispute

American Arbitration Association

Neutral Rebecca Westerfield

\$55 million

Plaintiff's Lawyers: Daniel E. Purcell,
Leah M. Pransky, Eduardo E. Santacana,
Keker, Van Nest & Peters LLP

Defense Lawyers: James P. Bennett,
Joshua Hill Jr., Morrison & Foerster LLP



DANIEL E. PURCELL

Keker, Van Nest & Peters LLP partner Daniel E. Purcell did something in October the Cleveland Cavaliers couldn't achieve in the last two NBA Finals: beat the Golden State Warriors.

Purcell and his colleagues won in arbitration against the defending NBA champions. The team's operations will have to pay an estimated \$55 million remaining on more than \$150 million in Oracle Arena renovations funded by bond payments that the Warriors were trying to scuttle by announcing they would move to another stadium. *Oakland-Alameda County Coliseum Authority v. Golden State Warriors*, 02-17-0006-0157 (American Arbitration Association, filed Oct. 6, 2017).

The license agreement between the team and the Oakland-Alameda County Coliseum Authority dates back to 1996 and would require the team to pay back the authority through 2027.

The Warriors are moving to a new arena in

San Francisco next season and its lawyers argued that was enough reason to stop paying the bond obligation.

Purcell said it was an aggressive position to pass on the financial burden to the local taxpayers.

"We were pretty disappointed that an organization that's essentially printing money and opening this new arena in San Francisco was trying to offload what's essentially not a huge amount of money to the Warriors, \$55 million over the next eight years, to be on the backs of Alameda County and Oakland city residents," he said.

The disagreement between the parties revolved around opposing interpretations of the word "terminates" in the license agreement.

The contract extends through this year, though letting it lapse doesn't negate the bal-

ance owed, Purcell said.

But the Warriors' attorneys argued they would only continue to pay if they terminated the contract before it ended. One of the Warriors' attorneys, Joshua Hill Jr. of Morrison & Foerster LLP declined to comment.

"The Warriors took a much more narrow approach that meant if you terminated during the term of the contract, that if the contract expired after 20 years, they were off the hook," Purcell explained. "We viewed that as a 'gotcha' inconsistent with all the evidence in the negotiations."

In essence, he added, the Warriors were basically trying to rewrite the parties' deal.

Purcell said the final step in the case will be to get the arbitration ruling confirmed by a San Francisco County Superior Court judge.

— Arin Mikailian