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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO CGC-23-605973**

**MARK SHUKEN**, an individual; and

**BRENT WILLMAN**, an individual,

Plaintiffs,

vs.

**PAC-12 ENTERPRISES, LLC**,

a Delaware limited liability company;

**PAC-12 NETWORK, LLC**,

a Delaware limited liability company;

**PAC-12 CONFERENCE**,

a non-profit organization; and

**DOES 1 through 10**, inclusive,

Defendants.

CASE NO.

**COMPLAINT FOR DAMAGES:**

1. DEFAMATION;
2. RETALIATION (LABOR C. §1102.5);
3. BREACH OF CONTRACT;
4. BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING; and
5. INJUNCTIVE RELIEF

**DEMAND FOR A JURY TRIAL**

**COMPLAINT FOR DAMAGES**

ELECTRONICALLY

**FILED**

Superior Court of California,  
County of San Francisco

**04/19/2023**

**Clerk of the Court**

BY: JEFFREY FLORES

Deputy Clerk

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1 Plaintiffs Mark Shuken and Brent Willman based upon personal knowledge as to all acts or events  
2 that Plaintiffs have undertaken or witnessed and upon information and belief as to all others complains  
3 and alleges as follows:

4 **I. INTRODUCTION**

5 1. This is an egregious case of scapegoating and the cover-up of retaliation by the PAC-12  
6 against Plaintiffs Mark Shuken and Brent Willman. Mr. Shuken was the President of PAC-12 Networks,  
7 a division of PAC-12 Enterprises, from August 2017 until he was summarily terminated on January 20,  
8 2023. Prior to joining the PAC-12, Mr. Shuken dedicated his entire professional career as a respected  
9 executive in the field of Sports Media, beginning in 1986. Mr. Willman was the Chief Financial Officer  
10 (CFO) of the PAC-12 Conference, from February 2018 until he was summarily terminated on January  
11 20, 2023. Prior to being promoted to CFO, from 2011 to 2018, Mr. Willman was the Senior Vice President  
12 (SVP) Finance for the PAC-12 Networks and reported to the various CFO's of the PAC-12 Conference.  
13 Mr. Willman became a Certified Public Accountant in 1983 and has dedicated his entire professional  
14 career to all financial aspects of the sports and media/communications industries.

15 **MARK SHUKEN**



23 <https://pac-12.com/article/2017/08/14/pac-12-networks-names-mark-shuken-new-president>

24 **BRENT WILLMAN**



25 2. Until January 2023, when they were summarily terminated by the PAC-12, Plaintiffs were  
26 two PAC-12 executives who were experienced and loyal professionals who served with honesty and  
27 integrity and were committed to promoting collegiate athletics at the highest levels for the PAC-12 as  
28 intended when the PAC-12's predecessor was established more than 100 years ago.

1           3.       As alleged herein, however, what transpired at the PAC-12 is an unfortunate saga of greed,  
2 dysfunction, and misplaced loyalty, lacking transparency and accountability – part of which Plaintiffs  
3 sought to reveal – and as a result, became the scapegoats and victims of a cover-up.



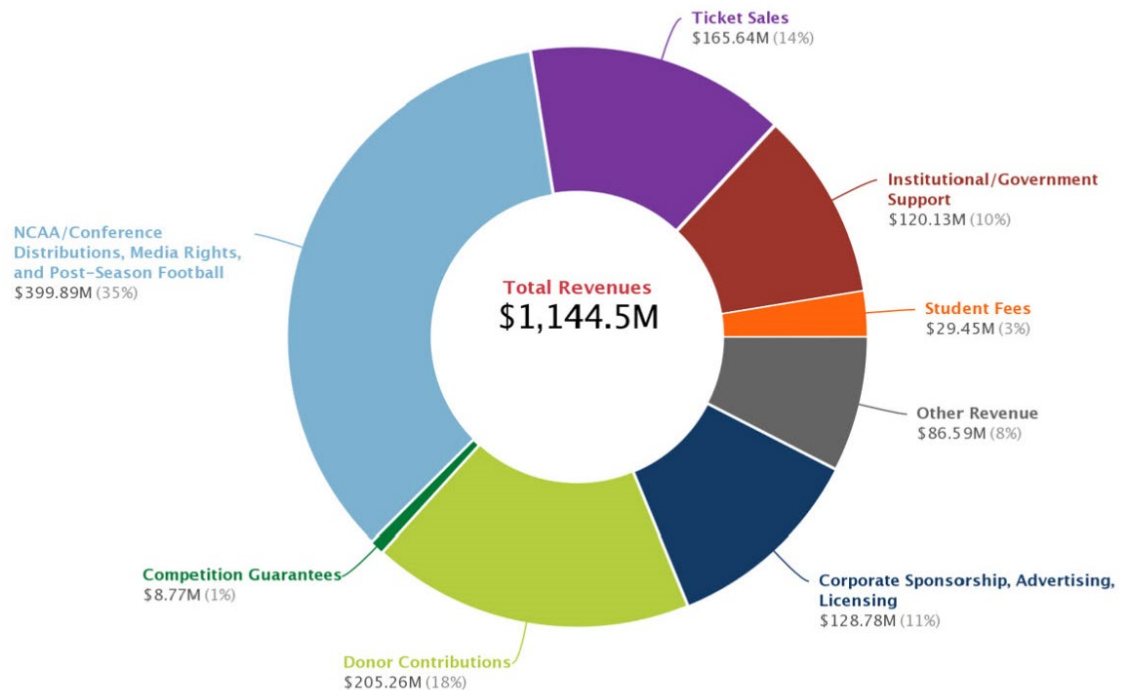
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16           <https://twitter.com/pac12>

17           4.       The PAC-12 Conference is considered the premier collegiate conference that operates in  
18 the Western United States, participating in 24 sports at the NCAA Division 1 level, for both men's and  
19 women's athletics involving more than 7,000 student-athletes. The twelve members are universities in  
20 Arizona, California, Colorado, Oregon, Utah, and Washington. According to its website, the "PAC-12  
21 Conference is dedicated to developing the next generation of leaders by championing excellence in  
22 academics, athletics, and the well-being of our student-athletes." *See PAC-12.com*. As "the content arm  
23 of the PAC-12 Conference, PAC-12 Networks is the first and only sports media company owned by its  
24 12 universities. The media companies consist of seven 24/7 TV networks (one national and six regional  
25 TV networks), and digital properties whose mission is to connect fans to the universities and sports they  
26 love." *Id.* PAC-12 Enterprises provides advertising and media services for PAC-12 customers  
27 nationwide, offering sports schedules, information, tickets, live streaming, and scholarship programs. *See*  
28 *PAC-12enterprises.com*.

5. There is a lot of money in sports. PAC-12 Networks and other cable networks, including CNN, TNT, and ESPN, enter into distribution agreements with cable and satellite operators or other distributors, including Comcast, DIRECTV, Cox, and Charter Communications. Networks earn revenue under these distribution agreements pursuant to a complicated formula calculated by operators - on an honor system - usually based on a fee from their subscribers.

6. PAC-12 revenue is in the hundreds of millions of dollars annually, or more. During the pandemic which began in March 2020, PAC-12 revenues are reported to have decreased sharply due to the cancellation of athletic events and broadcasting. In May 2021, however, for the financial year 2019-2020, the PAC-12 Conference reported total consolidated revenue of \$534 million. For that year, each of the 12 member universities received an average of \$33.6 million in distributions from the PAC-12 or a percentage of total revenues. Revenues and, consequently, distributions to each of the 12 universities increased approximately 77% after PAC-12 entered media rights agreements with ESPN and Fox in 2012-2013.<sup>1</sup> The PAC-12 is not regulated because they are not public companies.

#### PAC-12 ATHLETICS REVENUES – 2022



\*Amounts reflect current dollars.  
COPYRIGHT © 2023 KNIGHT-NEWHOUSE COLLEGE ATHLETICS DATABASE

<sup>1</sup> The PAC-12's prior Athletics Revenues as reflected in this chart, are available at Knight-Newhouse, College Athletics Database, Pacific-12 Conference, [https://knightnewhousedata.org/fbs/pac-12?qt-where the money=1#!quicktabs-tab-where the money=1](https://knightnewhousedata.org/fbs/pac-12?qt-where%20the%20money=1#!quicktabs-tab-where%20the%20money=1).





<https://apnews.com/article/college-football-sports-utah-southern-california-trojans-ef5816ed9526714a73d793a95037cd1f>



<https://calbears.com/news/2021/5/16/womens-rowing-cal-places-third-at-pac-12-championships>



<https://www.sfchronicle.com/sports/college/article/Stanford-women-roll-over-Utah-in-Pac-12-final-16982245.php>

7. In the Summer of 2017, an audit was proposed by the PAC-12, to test whether proper payments were being calculated under the distribution agreements which involve calculations for each of the numerous sports packages offered by each network programmer to their subscribers. Comcast was selected to be audited for the financial year 2016. In November 2017, a third-party auditor disclosed its initial findings suggesting that Comcast had *overpaid* the PAC-12 by approximately \$5 million for 2016. These initial findings were disclosed to key people at the PAC-12, including to PAC-12 Commissioner Larry Scott (“Scott”). But as alleged herein, when it became public that the PAC-12 and Commissioner Scott instructed people not to take any action after the initial audit findings were revealed, only Shuken and Willman were made scapegoats.

8. As detailed herein, under the terms of their respective employment agreements, Shuken and Willman were expressly required to report only to the PAC-12 Commissioner and were *prohibited* from communicating with anyone except the PAC-12 Commissioner. The PAC-12 Commissioner at the

1 time was Larry Scott. From late 2017 and well into 2018, Plaintiffs Shuken and Willman repeatedly and  
2 separately told Commissioner Scott about the audit, appropriately deferring to him about how to proceed.  
3 Commissioner Scott told them that the Comcast audit findings were “**preposterous**” and they each were  
4 specifically instructed by Commissioner Scott not to say or do anything about the Comcast audit. When  
5 Willman disclosed the audit, Commissioner Scott responded: “**no way.**” Commissioner Scott told Shuken  
6 in response to the audit results: “**it’s crazy, ignore it.**”

7 9. In December 2017, Commissioner Scott learned, was told, and knew about the findings of  
8 the Comcast audit which he called “**preposterous.**” Thereafter, at numerous times throughout 2018,  
9 Commissioner Scott was reminded about the results of the Comcast audit finding that the PAC-12 was  
10 being overpaid by Comcast, one of its distribution partners. Commissioner Scott expressly chose not to  
11 act on, or further investigate, the results of that audit, because he considered the audit findings  
12 “preposterous.” Thus, at Commissioner Scott’s express direction, no further action on the audit was  
13 pursued, and the audit results remained hidden.

14 10. By November 2022, it was too late for the PAC-12. By then, Comcast disclosed its own  
15 audit findings to the PAC-12, claiming that Comcast had been overpaying the PAC-12 by at least \$5  
16 million each year, for ten years, and demanded approximately \$50 million in repayment. In truth, Comcast  
17 has not suffered any damage. Since Comcast’s audit finding overpayments to the PAC-12, Comcast  
18 credits its payments to the PAC-12 by reducing the amount it pays to the PAC-12, thereby drawing down  
19 on the purported overpayments of \$5 million per year.

20 11. Eager to avoid the consequences of their own faulty decision making, the PAC-12 and by  
21 then, former Commissioner Scott (the PAC-12 told him his contract would not be renewed in 2021),  
22 conducted a sham “investigation.” Scott feigned total ignorance of the Comcast audit to the “investigator”  
23 (who had been Scott’s personal attorney) and the investigator’s law firm hired by the PAC-12 with whom  
24 the PAC-12 and Scott had prior personal and professional relationships.

25 12. On January 23, 2023, blame for the PAC-12’s failure to act on the 2017 Comcast audit  
26 was conveniently and entirely thrust on Plaintiffs Shuken and Willman and they were summarily  
27 terminated. When the PAC-12 terminated Shuken and Willman, they were publicly cast by the PAC-12  
28 as causing “financial risk” to the PAC-12, all associated with the 2017 audit results. Shuken and Willman



1 were wrongfully terminated, without cause, in breach of the express and implied terms set forth in their  
2 executive employment agreements. Defendants' termination of Plaintiffs was retaliatory, in violation of  
3 California law. Plaintiffs' participation in the investigation, and significant anticipated whistleblowing  
4 after it, motivated PAC-12's termination decision.

5 13. The PAC-12 framed Shuken and Willman to blame them for failing to disclose the  
6 Comcast audit findings of overpayment. The defamatory statement purports to be *an official statement of*  
7 *the PAC-12 Board*.<sup>2</sup> The defamatory statement is attached hereto as **Exhibit A**. By intentionally  
8 publishing this defamatory statement, the PAC-12 expects the general public and the PAC-12's broadcast  
9 partners and vendors to rely on it, in a desperate, misleading attempt to salvage the PAC-12 Conference's  
10 diminished reputation while blaming Plaintiffs for the PAC-12's self-inflicted problems, as set forth  
11 below. Aside from being outright false, this unwarranted public shaming has caused significant  
12 professional and personal harm to Shuken and Willman. The PAC-12 had hoped its financial problems  
13 could be swept under the astroturf so they could move on to make more money.

14 14. The PAC-12's official statement did not identify Shuken and Willman by name, the fact  
15 the PAC-12's statement referred to "two executives" was sufficient to know who was terminated – the  
16 President and CFO -- everyone in the industry, including broadcast partners and vendors, and the sports-  
17 oriented media and public knew that Shuken and Willman were the focal points of the PAC-12's  
18 purported "financial risk" and were fired over the Comcast audit debacle. Due to the PAC-12's  
19 statements, broadcasters, journalists and social media followed by identifying Shuken and Willman by  
20 name which compounded their humiliation, stress and grief.

21 15. The PAC-12 Defendants have been deflecting blame on scapegoats and to cover-up greed,  
22 dysfunction, absence of transparency and lack of accountability. Contrary to the false public statements  
23 made about them by PAC-12, both Plaintiffs Shuken and Willman repeatedly reported and discussed the  
24 audit with Commissioner Scott. Per their respective employment contracts, Shuken and Willman were  
25 expressly required to only report to the Commissioner Scott; not to the PAC-12 Board, or anyone else.

26  
27 <sup>2</sup> The defamatory statement is posted on the PAC-12 Networks website. See PAC-12 Statement,  
28 January 20, 2023, available at <https://pac-12.com/article/2023/01/20/pac-12-statement-january-20-2023>.

1 Commissioner Scott and the PAC-12 made the decision in 2017 and 2018 to shield the audit results from  
2 the PAC-12 Board or other outside auditors. With the PAC-12's former Commissioner Scott no longer  
3 available to take responsibility for the Comcast audit problem, by the time Comcast itself discovered the  
4 overpayments, the PAC-12 cast a wide net over the Plaintiffs, publicly and in writing, blaming them for  
5 the Comcast audit dispute. Plaintiffs have demanded a retraction of the false and defamatory statement  
6 but the PAC-12 has refused.

7 16. By this lawsuit, Plaintiffs seek injunctive relief including a Court Order directing the PAC-  
8 12 Conference Defendants to immediately remove the defamatory statement including the implied, and  
9 obvious, negative references to Mr. Shuken and Mr. Willman from the PAC-12 website, as well as  
10 damages for the substantial harm caused by Defendants.

## 11 II. PARTIES

### 12 A. Plaintiffs

13 17. Plaintiff **MARK SHUKEN** ("Shuken") is an individual residing in the County of Los  
14 Angeles, State of California.

15 18. Plaintiff **BRENT WILLMAN** ("Willman") is an individual residing in the County of  
16 Contra Costa, State of California.

### 17 B. Defendants

18 19. Defendant **PAC-12 ENTERPRISES, LLC**, is and at all relevant times alleged was a  
19 Delaware limited liability company licensed to do business in the County of San Francisco, State of  
20 California. Defendant PAC-12 Enterprises LLC is and at all relevant times alleged was a company doing  
21 business in California with a principal place of business located at 360 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor, San Francisco,  
22 California 94107, and subject to the laws of the California Civil Code, Labor Code, and Government  
23 Code §§12940 et seq. and 12900 et. seq.

24 20. Defendant **PAC-12 NETWORK, LLC**, is and at all relevant times alleged was a  
25 Delaware limited liability company licensed to do business in the County of San Francisco, State of  
26 California. Defendant PAC-12 Network LLC is and at all relevant times alleged was a company doing  
27 business in California with a principal place of business located at 360 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor, San Francisco,  
28

1 California 94107, and subject to the laws of the California Civil Code, Labor Code, and Government  
2 Code §§12940 et seq. and 12900 et. seq.

3 21. Defendant **PAC-12 CONFERENCE**, is and at all relevant times alleged was a non-profit  
4 organization operating as a 501(c)(3) non-profit association, licensed to do business in California with its  
5 headquarters located within the County of San Francisco, State of California. Defendant PAC-12  
6 Conference is and at all relevant times alleged was doing business in California with a principal place of  
7 business located at 360 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor, San Francisco, California 94107, and subject to the laws of  
8 the California Civil Code, Labor Code, and Government Code §§12940 et seq. and 12900 et. seq.

9 **C. Doe Defendants**

10 22. Plaintiffs are not aware at this time of the true names and capacities of defendants sued as  
11 DOES 1 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiffs  
12 will seek to amend this complaint to allege their true names and capacities when ascertained. Plaintiffs  
13 are informed and believe and allege that each of the fictitiously named defendants is responsible for the  
14 occurrences and damages alleged and are legally liable to Plaintiffs.

15 **D. Agency and Co-Conspirators**

16 23. Each defendant individually or fictitiously named herein acted in his, her, or its right, and  
17 also was, and/or is, the affiliate, agent, employee, co-conspirator, co-venturer or servant of each of the  
18 other defendants, as to each of the matters set forth herein, and each such defendant, whether individually  
19 or fictitiously named, was at all times acting within the course, scope and purpose of such agency,  
20 employment or other business relationship or service, or alternatively, if the acts of each defendant were  
21 not authorized at the time, such acts were subsequently ratified by the appropriate principal.

22 24. Plaintiffs are informed and believe, and on that basis allege, that at all times alleged in this  
23 complaint, defendants were the agents and employees of their co-defendants, and in doing the things  
24 alleged in this complaint were acting in the course and scope of that agency and employment.

25 25. Each of the defendants individually or fictitiously named are collectively referred to herein  
26 as “Defendants” or the “PAC-12 Defendants.”

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1 the PAC-12 continues to renew its undisputed claims as the ‘Conference of Champions,’ leading the  
2 nation with 543 NCAA team titles overall, over 200 more than the next closest conference.” See PAC-  
3 12.com (“About the PAC-12”). The PAC-12 is also considered the “Conference of Olympians” because  
4 it has the most athletes and medal winners of any conference in the history of the Olympic games. See  
5 “USA Olympians and Their Colleges” ([https://olympstats.com/2017/09/21/usa-olympians-and-their-](https://olympstats.com/2017/09/21/usa-olympians-and-their-colleges/)  
6 colleges/).

7 30. In June 2022, two significant athletic members, the University of California, Los Angeles  
8 (UCLA) and the University of Southern California (USC), announced they will leave the PAC-12 by  
9 2024, and it is anticipated that their loss will cost the PAC-12 a significant amount of revenue. The  
10 announcement by UCLA and USC of their intent to leave the PAC-12 was just the tip of the iceberg.  
11 Behind the scenes, the PAC-12 has been mired in controversy surrounding its mismanagement, financial  
12 and otherwise, and the tattered legacy left by former PAC-12 Commissioner Larry Scott, who was told  
13 in January 2021 by the PAC-12 that his contract would not be renewed when it expired. He was provided  
14 a handsome severance package upon being ousted, and approximately a year’s notice. Plaintiffs, on the  
15 other hand, were pushed out immediately with nothing.

16 31. Following the January 2023 published statement by the PAC-12 of the firing of the two  
17 executives, the press was unrelenting in reporting that Shuken and Willman were fired by the PAC-12  
18 and republished the PAC-12’s party-line that the two were to blame and caused “financial risk” for failing  
19 to disclose the Comcast audit overpayment to the PAC-12 board and others.

20 32. But journalist John Canzano questioned the veracity of the PAC-12’s statement justifying  
21 its firing of Shuken and Willman. In an article titled, **“Latest fiasco clouds PAC-12’s path – I’d sure**  
22 **like to talk to Larry Scott... one last time,”** journalist Canzano credited Jon Wilner of The San Jose  
23 Mercury News for identifying Comcast as the entity making the claim that the PAC-12 “may be on the  
24 hook for \$50 million in overpayments” but Canzano quizzically noted that, “there’s something not quite  
25 right here.” So Canzano proceeded to inquire as to why Plaintiffs were terminated and reported that, “I  
26 spoke to a number of current and past employees of the PAC-12 this week” and opined after conducting  
27 those interviews that Shuken and Willman were **“scapegoats.”** Canzano’s “thoughts” were that:  
28

1 Willman and Shuken had no reason to keep the news of an overpayment to  
2 themselves. Neither would benefit directly from doing so. . . .

3 Said one former high-ranking PAC-12 employee: ***'Brent and Mark were sacrificial***  
4 ***lambs.'***

5 \* \* \*

6 A former employee with knowledge of the inner-workings told me: "PAC-12 is the  
7 one who chose to do the audit. They thought we weren't getting paid enough so they did  
8 an audit. To find out they were getting overpaid, it was probably curious. That should have  
9 been met with *'We need to look into this'* from [Commissioner] Larry Scott.

10 [emphasis in original]

11 \* \* \*

12 See John Canzano, "Latest fiasco clouds PAC-12's path – I'd sure like to talk to Larry Scott... one last  
13 time," (January 23, 2023) (available at [https://www.johncanzano.com/p/canzano-latest-fiasco-clouds-](https://www.johncanzano.com/p/canzano-latest-fiasco-clouds-pac?utm_campaign=post&utm_medium=web)  
14 [pac?utm\\_campaign=post&utm\\_medium=web](https://www.johncanzano.com/p/canzano-latest-fiasco-clouds-pac?utm_campaign=post&utm_medium=web)). [Unless otherwise noted emphasis added].

15 **B. Mark Shuken's Employment Agreement with the PAC-12 Defendants**

16 33. Plaintiff Mark Shuken has always been a loyal, diligent, hardworking person and was  
17 committed to the PAC-12's mission to promote leadership among college athletes. He lived his life in  
18 athletics and his career was dedicated to leadership and serving as a role model. That was all ripped away  
19 when he was made a scapegoat of the PAC-12 over the cover-up of the Comcast audit debacle that started  
20 in 2017.

21 34. In August 2017, Mark Shuken and PAC-12 Enterprises LLC entered into an Executive  
22 Employment Agreement, effective September 5, 2017. (Hereinafter referred to as the Shuken Agreement.  
23 A copy of the Shuken Agreement is attached as **Exhibit B** hereto). The Shuken Agreement memorializes  
24 the terms of Mark Shuken's employment as President of PAC-12 Networks, a division of PAC-12  
25 Enterprises LLC (hereinafter referred to as "the Company").

26 35. The Shuken Agreement expressly provides that Mr. Shuken ***"shall report directly to the***  
27 ***Commissioner."*** Moreover, the Agreement makes clear that "the Company ***shall not modify such***  
28 ***reporting relationship."*** (**Exhibit B**, Shuken Agreement, Section 1.2) By its terms, Mr. Shuken was

1 required to report directly to Commissioner Larry Scott. The Company never modified such reporting  
2 relationship during the time Mr. Shuken served as President under the Shuken Agreement. Thus, Mr.  
3 Shuken had no reporting duties to the Board, the board directors/members, or anyone other than the  
4 Commissioner. Not only did Mr. Shuken have no duty to report to the Board, but he was also barred or  
5 prohibited from going above the Commissioner's head. Had Mr. Shuken reported on any matter to the  
6 Board or external auditors, Mr. Shuken would have violated the terms of the Shuken Agreement and  
7 presumably this would be grounds for discipline.

8         36. Mr. Shuken was required to agree to the terms of an Employee Confidential Information  
9 and Inventions Assignment Agreement, executed on August 22, 2017, by both Mr. Shuken and the  
10 Company. The Inventions Assignment Agreement restricted Mr. Shuken from disclosing any confidential  
11 information "except as may be required in connection with [his] work... or as expressly authorized by  
12 the Company."

13         37. The Shuken Agreement remained in effect and was in effect as of the date of termination,  
14 January 20, 2023.

15         38. At all times relevant herein, Mr. Shuken performed his duties under the Agreement.

16         39. The Shuken Agreement could be terminated by the Defendants in a number of ways, as  
17 set forth in Section 5, on pages 4 through 6 of the Shuken Agreement. None of the bases for termination  
18 apply here: Mr. Shuken has (A) not been charged with or convicted of a felony or crime involving moral  
19 turpitude, (B) committed a fraud or act of dishonesty or misrepresentation against the Company, (C)  
20 misappropriated or embezzled property, or (D) performed a willful, intentional or grossly negligent act  
21 that materially injured the business or reputation of the Company.

22         40. If Defendants argue (without support), that the stated reason for Mr. Shuken's "for cause"  
23 termination would seem to fall within clauses (E) or (F), Defendants would be in first breach because  
24 Defendants did not provide Mr. Shuken with the requisite written notice of the alleged violation or  
25 conduct described in clauses (E) or (F) with a fifteen-day opportunity to cure the same. Moreover, (E)  
26 or (F) otherwise have no applicability here.

27 ///

28 ///

1           41. Defendants have breached the terms of the Shuken Agreement by, among other reasons  
2 alleged herein, failing to establish grounds for a “for cause termination,” and by failing to comply with  
3 the “for cause” provisions set forth in the Shuken Agreement.

4           42. The PAC-12 Defendants terminated Mr. Shuken “without cause,” thereby triggering the  
5 Company’s contractual obligation to make “severance payments” for six months following the  
6 termination date of January 20, 2023.

7 **C. Brent Willman’s Employment Agreement with the PAC-12 Defendants**

8           43. Like his colleague and co-Plaintiff Mark Shuken, Plaintiff Brent Willman has always been  
9 a loyal, diligent, hardworking person committed to the PAC-12’s mission of promoting leadership among  
10 college athletes. Plaintiff Willman lived his life in athletics and dedicated his career to leadership and  
11 being a role model. He did not deserve to be a scapegoat of the PAC-12 over the cover-up of the Comcast  
12 audit debacle that started in 2017.

13           44. On February 13, 2018, Brent Willman and the PAC-12 Conference entered into an  
14 Executive Employment Agreement, with a start date on February 16, 2018. (Hereinafter referred to as  
15 the Willman Agreement. A copy of the Willman Agreement is attached as **Exhibit C** hereto). The  
16 Willman Agreement memorializes the terms of Brent Willman’s employment as Chief Financial Officer  
17 of the PAC-12 Conference.

18           45. The Willman Agreement expressly provides that Mr. Willman shall be “*reporting to the*  
19 *PAC-12 Commissioner.*” (**Exhibit C**, Willman Agreement, page 1) By its terms, Mr. Willman was  
20 required to report directly to PAC-12 Commissioner Larry Scott. The Company never modified such  
21 reporting relationship during the time Mr. Willman served as CFO under the Willman Agreement. Thus,  
22 Mr. Willman had no reporting duties to the Board, the board directors/members, or anyone other than the  
23 Commissioner. Not only did Mr. Willman have no duty to report to the Board, but he was also barred  
24 or prohibited from going above the Commissioner’s head. Had Mr. Willman reported on any matter to  
25 the Board or external auditors, he would have arguably violated the terms of the Willman Agreement.

26           46. Mr. Willman was also required to agree to the terms of an Employee Confidential  
27 Information and Inventions Assignment Policy. Mr. Willman was barred under this Policy from  
28



disclosing confidential information to anyone outside his reporting structure. The Willman Agreement remained in effect and was in effect as of the date of termination, January 20, 2023.

47. At all times relevant herein, Mr. Willman performed his duties under the Agreement.

48. The Willman Agreement could be terminated in a number of ways, as set forth on page 2 of the Willman Agreement. The PAC-12 Defendants informed Mr. Willman that he was being terminated “for cause.” However, none of the grounds specified in the Willman Agreement applied to the facts surrounding the termination of Plaintiff Willman.

49. The PAC-12 Defendants breached the terms of the Willman Agreement by, among other reasons alleged herein, failing to establish grounds for a “for cause termination,” and by failing to comply with the “for cause” provisions. Mr. Willman did not commit a felony or crime, did not defraud the company, did not materially breach duties to the company, there are no performance issues, damage to property, misconduct, or policy violation and there was no determination of a “gross unfitness to serve.”

50. Thus, the Company terminated Mr. Willman “without cause,” thereby triggering the Defendants’ contractual obligation to make “severance payments” for six months following the termination date of January 20, 2023.

**D. Comcast’s Audit of Overpayments is Consistent with the PAC-12’s Audit**

51. After Commissioner Scott and the PAC-12 became aware of the audit findings in 2017, both PAC-12 and Comcast continued their arrangement, whereby Comcast determines the appropriate amount and pays PAC-12 for its subscriber services.

52. In October 2022, Comcast notified the PAC-12 that it had conducted an internal audit and discovered the overpayment error allegedly revealed by the PAC-12’s 2017 Comcast audit. Comcast claimed the overpayment had been recurring since August 2012, and estimated that at that point in time, over \$50 million in overages had been paid.

**E. The PAC-12 Defendants’ Sham and Conflicted Post Hoc “Investigation”**

53. Defendants retained an attorney from Cooley LLP to purportedly conduct an independent investigation of the Comcast overpayment audit issue before making their termination decision. The investigator, attorney Michael Sheetz, of Cooley LLP is believed to have personally represented Mr. Scott, who was or should have been, but was not, the subject of the Comcast audit investigation. Plaintiffs

1 are informed and believe and thereon allege that Mr. Sheetz previously represented Larry Scott personally  
2 and negotiated on behalf of him when Larry Scott was negotiating the terms of his executive employment  
3 agreement with the PAC-12 Defendants.

4 54. Plaintiff Shuken participated in the investigation because he told the truth and made clear  
5 that Larry Scott knew about the Comcast accounting issue when the Comcast audit findings were revealed  
6 in December 2017.

7  
8 55. Plaintiff Willman participated in the Cooley investigation because he told the truth and  
9 made clear that Larry Scott knew about the Comcast accounting issue and repeatedly was told about the  
10 Comcast audit after he, Willman, was named CFO in early 2018. Yet, the Cooley investigation placed  
11 blame solely on Plaintiffs, with no responsibility or blame attributed whatsoever to Commissioner Larry  
12 Scott who owed a duty to report to the Board.

13 56. The timeline of the Cooley investigation that is posted on the PAC-12 website is self-  
14 serving and misleading. There was no investigating, only retaliation and scapegoating. The “Cooley  
15 investigation” was biased, incomplete, unfair, and not thorough or neutral. It was tainted by a conflict of  
16 interest. The Cooley investigation was a sham.

17 **F. The PAC-12 Defendants’ Termination and Fabricated, Pretextual Justifications**

18 57. Defendants summarily terminated Plaintiffs on January 20, 2023. Via Zoom.

19 58. Less than a week before his termination, Mr. Willman prepared a financial forecast, via a  
20 visual deck, for the PAC-12 Board Meeting set to occur on January 30, 2023. That Board deck included  
21 details regarding the 2017 audit, with the purpose of notifying the PAC-12 Board about it, along with  
22 several other financial updates. Then PAC-12 Commissioner George Kliavkoff *expressly directed Mr.*  
23 *Willman to remove all mentions of the 2017 audit from the Board deck, to shield any mention of it*  
24 *from the Board.* This exchange was approximately three days before PAC-12 terminated Mr. Willman  
25 and Mr. Shuken. The striking temporal proximity of this interaction highlights the retaliatory nature of  
26 Plaintiffs’ termination.

27 59. Defendants terminated Mr. Shuken and Mr. Willman allegedly for failing “to let the PAC-  
28 12 Board of Directors or the PAC-12’s external auditors know about the financial risk that came with

1 (the Comcast) overpayment.” The stated reason for termination is retaliatory, does not constitute good  
2 cause for termination, and is based on a false premise.

3 60. Mr. Shuken disclosed the Comcast accounting issue resulting from the Comcast audit to  
4 his direct report, Commissioner Larry Scott, beginning in December 2017, immediately after the audit  
5 findings were reported.

6 61. Mr. Willman disclosed the Comcast accounting issue to his direct report, Commissioner  
7 Larry Scott, after Willman was promoted to CFO of the PAC-12 Conference in February 2018, and as  
8 part of the investigation, provided documentation to the PAC-12 Defendants showing explicitly that he  
9 and Larry Scott discussed the Comcast matter repeatedly.

10 62. Mr. Shuken and Mr. Willman repeatedly shared these disclosures when the issue was  
11 raised, including when Comcast discovered the overpayment. Mr. Shuken and Mr. Willman were  
12 required to report this information to the Commissioner, and no one else (nor were they permitted to  
13 report it to anyone else, under the terms of the reporting arrangement in their employment agreements  
14 and Larry Scott’s directive). They did their job. They are being punished for Larry Scott and PAC-12’s  
15 choices, to keep the audit results quiet.

16 63. Disclosing the audit information to Commissioner Larry Scott was consistent with their  
17 reporting duties. They complied with the express and implied covenants of good faith and fair dealing  
18 by reporting the information to the Commissioner. They were entitled to reasonably assume that if the  
19 Commissioner deemed it appropriate, he would take the information to the Board of Directors or external  
20 auditors, which it was in his discretion to do. Had the Plaintiffs gone above the rank of their boss, the  
21 Commissioner, they would have violated the chain of command. It is inconsistent with the reporting  
22 structure set forth in the Shuken agreement and the Willman agreement. Not overstepping and departing  
23 from this reporting structure does not constitute “cause” for termination.

24 64. PAC-12’s dysfunction started before either Plaintiff even joined, and Plaintiffs understood  
25 that Scott ran the organization with an eye towards keeping negative information away from the PAC-12  
26 Board and externally. Willman knew that he was the PAC-12’s third CFO to be employed in the role; the  
27 most recent of which was terminated within 8 months of starting work. Mr. Willman understood that the  
28 CFO he replaced had been terminated from the CFO job with one of the factors stemming from an incident

1 where that CFO had violated company policy by discussing PAC-12 business with an outside colleague.  
2 Mr. Willman's awareness of the reporting issue being a factor in the prior CFO's termination further  
3 confirmed to Mr. Willman that he was not in a position to report or discuss critical financial information  
4 concerning the PAC-12 to anyone other than the Commissioner. In fact, the prior CFO had authored a  
5 lengthy, detailed memo to Larry Scott with recommendations on what needed to be changed at the PAC-  
6 12. Larry Scott expressed concerns to Mr. Willman about the Board members finding out about the prior  
7 CFO's memo. Willman understood that Mr. Scott's preference was for "negative," "critical" or  
8 potentially sensitive information to be reported only to him and only shared with the Board at his,  
9 exclusive, discretion. Based on this history, Mr. Willman was restricted from reporting financial  
10 information to anyone other than his boss, then Commissioner Larry Scott.

11 65. Plaintiffs performed well in their jobs and have given the PAC-12 no reason to question  
12 their honesty or integrity. Plaintiffs were protected from retaliation by participating in the Cooley  
13 investigation. The Cooley investigation was flawed and was used for retaliatory purposes as a pretext to  
14 scapegoat the Plaintiffs.

15 66. Moreover, neither Defendants (nor Comcast) experienced any hard economic loss. On  
16 information and belief, any accounting overages are being, or will be, fully credited as Comcast and PAC-  
17 12 continue their business and contractual relationship with each other.

#### 18 **G. The PAC-12's Failure to Pay Wages and Honor Compensation Agreements**

19 67. Moreover, Defendants breached the terms of Plaintiffs' respective employment  
20 agreements by deliberately and maliciously failing to allow Mr. Shuken and Mr. Willman to participate  
21 in the Company's Long Term Incentive Plan (LTIP), outlined in paragraph 2.1.3 of the Shuken  
22 Agreement, and page 2 of the Willman Agreement. Both Mr. Shuken and Mr. Willman complained to  
23 Commissioner Kliavkoff on multiple occasions about the PAC-12's failure to create targets for the LTIP.  
24 The LTIP was designed to represent a material economic term of the Shuken Agreement and the Willman  
25 Agreements, yet the PAC-12 avoided an implementation of targets for the LTIP, costing the Plaintiffs a  
26 material part of their annual compensation. By wrongfully terminating the Plaintiffs, in breach of the  
27 express and implied terms of their executive employment agreements, and defaming the Plaintiffs,  
28 Defendants caused substantial economic harm and non-economic harm to the Plaintiffs.



1           68.     The PAC-12 Defendants also rushed to terminate Mr. Shuken and Mr. Willman and  
2 violated California law by failing to pay the final wages owed at the time of the involuntary termination.

3                                   **V.     CAUSES OF ACTION**

4                                   **FIRST CAUSE OF ACTION**

5                                   **DEFAMATION**

6                                   **(Against All Defendants including Does 1-10)**

7           69.     Plaintiffs hereby restates and incorporates by reference herein the foregoing paragraphs of  
8 this Complaint as though fully set forth herein.

9           70.     Defendants, and each of them, acting in concert with each other, or alone, and by the  
10 herein-described acts, negligently, recklessly, and intentionally caused excessive and unsolicited internal  
11 and external publications of defamation, of and concerning Plaintiffs, to third persons and to the  
12 professional community in which the parties work. These false and defamatory statements included  
13 expressed and implied accusations that Plaintiffs violated company policy and/or the law, and/or engaged  
14 in misconduct and/or were incompetent.

15          71.     The defamatory remarks include the statement posted online that Mr. Shuken and Mr.  
16 Willman **“failed to let the PAC-12 Board of Directors or the PAC-12’s external auditors know about**  
17 **the financial risk that came with (the Comcast) overpayment.”** See Ex. A.

18          72.     Defendants published false, defamatory information about Plaintiffs, stating and implying  
19 that Plaintiffs engaged in financial wrongdoing, implying Plaintiffs should have and were obligated to  
20 report alleged wrongdoing, that their employment relationship or other law or rule required them to report  
21 alleged wrongdoing to the PAC-12 Board of Directors and/or external PAC-12 auditors, that the PAC-12  
22 results were true and accurate and that Plaintiffs knew they were, that their direct supervisor, Larry Scott,  
23 did not intentionally choose to shield the audit results from the PAC-12 Board of Directors, and otherwise  
24 implied that Plaintiffs were dishonest, deceptive, and potentially fraudulent.

25          73.     Among other defamatory statements against Plaintiff specifically, the website posting  
26 includes other inaccurate statements, such as that the PAC-12 Defendants hired outside legal counsel,  
27 Cooley, to conduct an “independent investigation.” This outside legal counsel was Larry Scott’s personal  
28 attorney, and was undertaken to support Defendants’ pretextual termination of Plaintiffs. The statement

1 portrays PAC-12 as having learned for the first time about the audit results in 2022, when the truth is that  
2 Larry Scott and the PAC-12 Defendants discovered the audit, which revealed the 2016 overpayments, in  
3 2017.

4 74. The defamatory meaning of all of the above-described false and defamatory statements  
5 and their reference to Plaintiffs by name, were understood by these above-referenced third person  
6 recipients and other members of the community who are known to Defendants but unknown to Plaintiffs  
7 at this time as indicating that Plaintiffs engaged in inappropriate, unprofessional behavior toward thereby  
8 harming plaintiffs' names and reputations and impugning plaintiffs' vocational capacity.

9 75. Defendants' defamatory statements started on or about January 20, 2023 and continue at  
10 least through the present. Defendants initially ignored Plaintiffs' requests that Defendants retract the  
11 defamatory statements and issue an apology. Defendants eventually responded by declining Plaintiffs'  
12 requests. The defamation published by Defendants was maliciously used and continues to be maliciously  
13 used for the improper purpose of justifying the Defendants' intentional choice not to investigate the  
14 results of the PAC-12 audit as early as 2017, and its unjustified decision to terminate Plaintiffs'  
15 employment and damaging the Plaintiffs' names and reputations within the PAC-12 Conference, in the  
16 world of college athletics and in any and all future business endeavors they may be qualified to hold.

17 76. Defendants' publications were outrageous, negligent, reckless, intentional and maliciously  
18 published and republished by Defendants. Plaintiffs are informed and believe and thereon allege that the  
19 negligent, reckless, and intentional publications by Defendants were and continue to be, foreseeably  
20 published and republished by Defendants, their agents and employees, to recipients in the community.  
21 These foreseeable republications included those that Plaintiffs were forced and compelled to republish  
22 after their terminations, in an attempt to explain what these allegations were based upon so that they  
23 would hopefully refute these allegations and clear their names. The foreseeable republications include  
24 those that Plaintiffs were forced and compelled to republish after their terminations in an attempt to find  
25 replacement work. Plaintiffs hereby seek damages for these publications and all foreseeable  
26 republications discovered up to the time of trial.

27 77. The defamatory publications consisted of oral and written, knowingly false and  
28 unprivileged communications, tending directly to injure Plaintiffs and Plaintiffs' personal, business and

1 professional reputations. These publications include false and defamatory statements (in violation of  
2 Civil Code §§ 45 and 46(3)(5)) with the meaning and/or substance that Plaintiffs are dishonest,  
3 unprofessional, incompetent, and violated Defendants' policies, and engaged in misconduct.

4 78. Plaintiffs are informed and believe and fear that these defamatory per se statements will  
5 continue to be published by Defendants and will be foreseeably republished by its recipients all to the  
6 ongoing harm and injury to Plaintiffs' business, personal and professional reputations. Plaintiffs also  
7 seek redress in this action for all foreseeable republications, including their own compelled self-  
8 publications, of these defamatory statements.

9 79. None of Defendants' defamatory publications against Plaintiffs referenced above are  
10 accurate or true. The above defamatory statements are understood as assertions of fact, and not as  
11 opinion. Plaintiffs are informed and believe and thereon allege this defamation will continue to be  
12 negligently, recklessly and intentionally published and foreseeably republished by Defendants and  
13 foreseeably republished by recipients of Defendants' publications, thereby causing additional injury and  
14 damages for which Plaintiffs seek redress in this action.

15 80. Defendants' false, defamatory per se publication, as set forth above, were negligently,  
16 recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional  
17 privilege (which Plaintiffs deny existed), since the publications, and each of them, were made with hatred,  
18 ill will, and an intent to vex, harass, annoy, and injure Plaintiffs in order to justify the wrongful, unlawful  
19 termination of Plaintiffs and damage their reputations. Any alleged "investigation" conducted by  
20 Defendants, and each of them, was either non-existent, or at best reckless, and resulted in these  
21 complained of defamatory statements being published to third parties. Each of these defamatory  
22 publications by Defendants, and each of them, were made with knowledge that they were unsupported,  
23 unsubstantiated, and obviously false statements. Defendants, and each of them, published these  
24 statements knowing them to be false and misleading, unsubstantiated by any reasonable investigation,  
25 and to be the product of hostile witnesses. These acts of publication were known by Defendants to be  
26 negligent to such a degree as to be reckless, without reasonable basis to believe these statements, and  
27 knowing the statements to be false. In addition, Defendants excessively, negligently, and recklessly  
28

published these statements to individuals with no need to know, and who made no inquiry, and who had a mere general or idle curiosity regarding this information.

81. The above complained-of publications by Defendants were made with hatred and ill will towards Plaintiffs and the desire and intent to injure Plaintiffs, Plaintiffs' good names, their reputations, employment and employability. Defendants published these statements, with an illegal purpose, not with an intent to protect any interest intended to be protected by any privilege, but with negligence, recklessness and/or an intent to injure Plaintiffs and destroy their reputations. Therefore, no privilege existed to protect Defendants from liability for any of these aforementioned publications or republications.

82. As a proximate result of the publication and republication of these defamatory statements by Defendants, Plaintiffs have suffered injury to their personal, business and professional reputations including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish, fear, loss of employment, and employability, and significant economic loss in the form of lost wages and future earnings, all to Plaintiffs' economic, emotional, and general damage in an amount according to proof.

83. Defendants committed the acts alleged herein recklessly, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs, for an improper and evil motive amounting to malice (as described above), and which abused and/or prevented the existence of any conditional privilege, which in fact did not exist, and with a reckless and conscious disregard of Plaintiffs' rights. All actions of Defendants, their agents and employees, herein alleged were known, authorized, ratified and approved by the Defendants. Thus, Plaintiffs are entitled to recover punitive and exemplary damages from Defendants for these wanton, obnoxious, and despicable acts in an amount based on the wealth and ability to pay according to proof at time of trial.

## **SECOND CAUSE OF ACTION**

### **RETALIATION (VIOLATIONS OF CAL. LABOR CODE §1102.5)**

#### **(Against All Defendants including Does 1-10)**

84. The allegations set forth in the foregoing paragraphs are realleged and incorporated herein by reference.

///



1           85.     California Labor Code §1102.5 prohibits employers from retaliating against employees  
2 who engage in protected “whistleblowing” activities.

3           86.     As alleged above, Plaintiffs blew the whistle on their employers’ unlawful business  
4 practices by disclosing information to the PAC-12 Conference Defendants’ Investigator regarding the  
5 actions and conduct of PAC-12 Conference’s former commissioner, Larry Scott. Plaintiffs engaged in  
6 protected activity by participating in the Cooley investigation.

7           87.     Moreover, Plaintiffs’ disclosures of information constituted protected activity because  
8 Plaintiffs had a reasonable suspicion and good faith belief that Defendants’ former commissioner was  
9 violating California law, specifically the Commissioner’s duties that he owed to the Presidents of the and  
10 Chancellors of the universities that make up the PAC-12 Conference and the Board members. Plaintiffs’  
11 disclosures constituted protected activity and were known to Defendants because they made the  
12 disclosures to Defendants’ Investigator. Plaintiffs suffered an adverse employment action when Plaintiffs  
13 were abruptly terminated a few weeks after participating in the investigation.

14           88.     Moreover, as alleged above, immediately prior to his termination, Mr. Willman prepared  
15 a financial forecast, via a visual deck, for the PAC-12 Board Meeting set to occur on January 30, 2023,  
16 which would have disclosed to the Board details regarding the 2017 audit. Then PAC-12 Commissioner  
17 George Kliavkoff expressly directed Mr. Willman to remove all mentions of the 2017 audit from the  
18 Board deck, to shield any mention of it from the Board. This exchange was approximately three days  
19 before PAC-12 terminated Mr. Willman and Mr. Shuken; striking temporal proximity raising the  
20 inference of retaliation.

21           89.     Moreover, given Plaintiffs’ good faith participation in the investigation, in which they  
22 provided feedback honestly and transparently, Defendants believed Plaintiffs might disclose externally  
23 the fact the PAC-12 Defendants (including Commissioner Larry Scott) knew about the audit results far  
24 earlier than Comcast discovered the overpayment, and simply refused to act on, and otherwise tried to  
25 hide the results of the audit. Defendants terminated Plaintiffs, and defamed them, to get ahead of the  
26 narrative and cast blame on Plaintiffs rather than properly accepting blame themselves.

27           90.     As a proximate result of Defendants’ conduct and pursuant to Labor Code § 1102.5(f),  
28 Defendants are liable to Plaintiffs for a civil penalty not to exceed ten thousand dollars (\$10,000.00).

91. As a further proximate result of Defendants' conduct, Plaintiffs have suffered actual, consequential and incidental financial losses, including without limitation, loss of wages and benefits, and the intangible loss of employment-related opportunities and damage to their professional reputations, all in an amount subject to proof at the time of trial. Plaintiffs claim such amounts as damages together with prejudgment interest pursuant to Civil Code Sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.

92. As a further proximate result of the wrongful acts of Defendants, and each of them, Plaintiffs have suffered and continue to suffer anxiety, worry, embarrassment, humiliation, mental anguish, physical injury/illness, and emotional distress and have incurred and will likely incur, medical expenses as a result. Plaintiffs are informed and believe and thereon allege that they will continue to experience said pain and mental and emotional suffering for a period in the future they cannot presently ascertain, all in an amount subject to proof at the time of trial.

93. As a further proximate result of the wrongful acts of Defendants, and each of them, Plaintiffs have been forced to hire attorneys to prosecute their claims herein and have incurred and are expected to continue to incur attorneys' fees and costs in connection therewith. Upon being determined the prevailing party, Plaintiffs will be entitled to recover such attorneys' fees and costs under Labor Code §1102.5, and California Code of Civil Procedure §1021.5.

94. The acts taken toward Plaintiffs were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiffs.

### THIRD CAUSE OF ACTION

## BREACH OF CONTRACT

**(Plaintiff Mark Shuken Against Defendant PAC-12 Enterprises, LLC and Does 1 through 10)**

**(Plaintiff Brent Willman Against Defendant PAC-12 Conference and Does 1 through 10)**

95. Plaintiffs hereby restates and incorporates by reference herein the foregoing paragraphs of this Complaint as though fully set forth herein.

96. As alleged above, there existed an employment contract between Plaintiff Mark Shuken, on the one hand, and PAC-12 Enterprises, LLC, on the other hand, regarding Plaintiff Mark Shuken's

1 employment, duties, and compensation package. A true and correct copy of the Shuken Agreement is  
2 attached hereto as **Exhibit B**.

3 97. As alleged above, there existed an employment contract between Plaintiff Brent Willman,  
4 on the one hand, and the PAC-12 Conference, on the other hand, regarding Plaintiff Brent Willman's  
5 employment, duties, and compensation package. A true and correct copy of the Willman Agreement is  
6 attached hereto as **Exhibit C**.

7 98. Plaintiffs came reasonably to expect and to rely on the promise of job security based on  
8 the express and implied terms, conditions and covenants of their Employment Agreements. Based on  
9 their business backgrounds, experiences, and professional relationships, Plaintiffs reasonably expected  
10 to remain employed at the PAC-12 Conference until the age of retirement. The statements and acts by  
11 Defendants communicated to Plaintiffs the understanding, impression, and belief that their qualifications  
12 were exemplary and that their jobs were secure. Plaintiffs in good faith justifiably relied upon these  
13 representations, believed them to be true, and adjusted their lives because of them.

14 99. Plaintiffs' reliance on, and belief in, and acceptance in good faith of all the assurances,  
15 promises, and representations as listed herein led Plaintiffs to believe that their employment was secure  
16 and that there existed a contract of continuous employment with the PAC-12 Conference. As independent  
17 consideration, in addition to performing their regular duties as executive employees of the PAC-12  
18 Conference, Plaintiffs refrained from seeking other employment and pursuing other career opportunities.

19 100. Despite the representations made to Plaintiffs and the reliance they placed on them,  
20 Defendants failed to carry out their responsibilities under the terms of the Agreements and breached said  
21 contracts by failing and refusing to pay the amounts owed under the contract, and by terminating  
22 plaintiff's employment without just cause and for reasons that have nothing to do with legitimate business  
23 justifications, despite their outstanding job qualifications.

24 101. At the time of Plaintiffs' termination from the PAC-12 Conference, Defendants were  
25 obligated, and continue to be obligated, to pay Plaintiffs wages, bonuses and benefits due under the  
26 Agreements.

27 102. Defendants have refused to pay, and continue to refuse to pay, all or any portion of the  
28 amounts due and owing to Plaintiffs. Accordingly, there remains outstanding amounts owed for back

1 pay, front pay, severance pay, unpaid bonuses, and consequential damages in an amount to be proven at  
2 trial. Such non-payments constitute a breach of the Agreements between Plaintiffs and Defendants.

3 103. Plaintiffs have performed their obligations under the Agreements and, at all times have  
4 been, and remain, ready and willing to perform the obligations owed to the PAC-12 Conference pursuant  
5 to the terms of the Agreement.

6 104. As a proximate result of Defendants' breach, Plaintiffs have suffered and continue to  
7 suffer substantial losses in past, present and future earnings plus consequential damages in an amount to  
8 be proven at trial, but to include salary, bonuses, and employment benefits, which they would have  
9 received had Defendants not breached said Agreements, including but not limited to expenses incurred  
10 since their loss of benefits, all to Plaintiffs' damage in an amount to be proven at trial. Plaintiffs are  
11 entitled to an award of pre-judgment interest under California law on the amount of damages established  
12 at trial. Plaintiffs' total amount of damages caused by Defendants' breach will be established at trial.

13 **FOURTH CAUSE OF ACTION**

14 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

15 **(Plaintiff Mark Shuken Against Defendant PAC-12 Enterprises, LLC and Does 1 through 10)**

16 **(Plaintiff Brent Willman Against Defendant PAC-12 Conference and Does 1 through 10)**

17 105. Plaintiffs hereby restate and incorporate by reference herein the foregoing paragraphs of  
18 this Complaint as though fully set forth herein.

19 106. The parties to the Employment Agreements attached hereto as **Exhibits B** and **C** owe one  
20 another a duty of good faith and fair dealing in performing the contracts.

21 107. The Employment Agreements between Plaintiffs and Defendants included an implied  
22 covenant of good faith and fair dealing which obligated Defendants to perform their obligations to  
23 Plaintiffs in good faith and with fair dealing.

24 108. Plaintiffs have performed all conditions, covenants, and promises required of them in  
25 accordance with the terms of the Employment Agreements, except to the extent such conditions,  
26 covenants, and promises have been excused or rendered impossible by Defendants' conduct.

27 ///

28 ///

109. Defendants have breached the implied covenant of good faith and fair dealing by doing the acts described above, including but not limited to failing to pay Plaintiffs the amounts due as promised, and terminating Plaintiffs' employment without cause.

110. By terminating Plaintiffs' employment for the purpose of depriving Plaintiffs the benefits of their performance under the Employment Agreements, Defendants PAC-12 Enterprises, LLC and PAC-12 Conference breached the covenant of good faith and fair dealing, all to Plaintiffs' damages in amounts to be established at trial and believed to be in excess of \$2 million dollars.

### **FIFTH CAUSE OF ACTION**

## INJUNCTIVE RELIEF

**(Against All Defendants including Does 1-10)**

111. The allegations set forth in the foregoing paragraphs are realleged and incorporated herein by reference.

112. The acts and omissions of the Defendants, and each of them, have caused irreparable harm to Plaintiffs and will continue to cause irreparable harm to Plaintiffs unless the defamatory statement, presently posted on PAC-12's website and is attached hereto as Exhibit A, is removed immediately and forever. There is no immediate, adequate or speedy remedy at law to redress the continuing harm suffered by Plaintiffs, to their reputation and professional credibility, should the statement remain on the PAC-12 website.

113. There is a strong likelihood that each Plaintiff will prevail on the merits of this claim, and their case, at trial, and the interim harm that Plaintiffs are likely to sustain if the injunction is denied is severe, particularly as compared to the harm that Defendants are likely to suffer if the court grants a preliminary injunction.

114. In addition to damages for the harm already caused by this defamatory statement, therefore, Plaintiffs seek affirmative and injunctive relief as follows:

- (a) for affirmative relief requiring Defendants, and each of them, to remove the defamatory posting attached hereto as Exhibit A, and any other publicly or published internal statements directly or indirectly blaming both Plaintiffs for failing to disclose the 2017 audit results to the PAC-12 Defendants or to the PAC-

12 Board of Directors.

- (b) for an injunction restraining Defendants from posting any public statement about either or both Plaintiffs, Plaintiffs' termination, or implying that Plaintiffs acted improperly in any manner connected with the 2017 audit.

On January 26, 2023, Plaintiffs through their counsel requested in writing that Defendants remove the defamatory posting from the PAC-12 website. Defendants refused to do so.

## VI. PRAYER

WHEREFORE, Plaintiffs pray for the following relief against all Defendants, to be determined by a jury, as follows:

For all Causes of Action,

1. General damages in an amount according to proof, but in excess of the minimum jurisdiction of this Court;
2. For special damages in an amount according to proof, but in the excess of the minimum jurisdiction of this court, in order to compensate the Plaintiffs for Plaintiffs' loss of past and future earnings based on the breach described above, and all damages flowing from the Plaintiff's loss of earnings, loss of job security, loss of benefits, damage to Plaintiffs' name and reputation; and for loss of all future earnings and benefits and job promotions and privileges Plaintiffs lost and would have had;
3. For consequential economic loss as a result of the violations described herein;
4. For all costs and disbursements incurred in this suit;
5. For all interest as allowed by law;
6. For attorneys' fees and costs incurred pursuing this Complaint against Defendants under California Labor Code §1102.5 or applicable provisions of California law;
7. For all emotional distress damages that properly compensate Plaintiffs for Plaintiffs' emotional, mental and physical pain, illness, injury and suffering as a result of Defendants' actions as fully described in this Complaint for damages;
8. For Injunctive Relief and Declaratory Relief in Accordance with Law;
9. An entry of an order of injunction against the Defendants, jointly and severally, along with

1 all those acting in concert with the Defendants including all agents, subsidiaries and all other persons  
2 acting in concert or participation with the Defendants from continuing the conduct alleged in this  
3 Complaint;

4 10. Judgment in favor of the Plaintiffs against each Defendant separately and severally, based  
5 on joint and several liability as legally appropriate, against each and every Defendant in this case;

6 11. For all applicable and appropriate exemplary and punitive damages; and,

7 12. All other relief the Court deems proper and appropriate.

8  
9 Dated: April 19, 2023

**COTCHETT, PITRE & McCARTHY, LLP**

10  
11 By: 

NANCI E. NISHIMURA  
TAMARAH P. PREVOST

12  
13 Dated: April 19, 2023

**BARRER & ASSOCIATES**

14  
15 By: 

PATRICIO T.D. BARRERA


16  
17 *Attorneys for Plaintiffs Mark Shuken and Brent Willman*

VII. DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

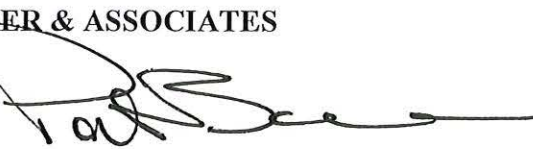
Dated: April 19, 2023

**COTCHETT, PITRE & McCARTHY, LLP**

By:   
NANCIE E. NISHIMURA  
TAMARAH P. PREVOST

Dated: April 19, 2023

**BARRER & ASSOCIATES**

By:   
PATRICIO T.D. BARRERA

*Attorneys for Plaintiffs Mark Shuken and Brent Willman*



# **Exhibit A**

## PAC-12 CONFERENCE

THE CONFERENCE OF CHAMPIONS  
548 NCAA TITLES & COUNTING

MAIN

SPORTS

NCAA CHAMPIONS

PAC-12 CHAMPIONS

AWARDS &amp; SCHOLARSHIPS

IMPACT

HEALTH &amp; WELL-BEING

TEAM GREEN

PAC-12 GLOBAL

MEDIA CEN

### Pac-12 Statement: January 20, 2023

by [Pac-12 Conference](#)

Jan 20, 2023



Earlier today, the Pac-12 terminated the employment of two senior executives, effective immediately. This action was taken following an investigation conducted by independent outside legal counsel. The terminations resulted from a failure by those two executives to disclose material information to the Pac-12 Board of Directors and external Pac-12 auditors in connection with overpayments by a Pac-12 Networks distribution partner dating back to 2016.

The Pac-12 took immediate and appropriate action to address this matter, consistent with best governance practices. Pac-12 leadership is committed to supporting our members and student-athletes, and always operating at the highest level of professionalism. A timeline concerning this matter is set forth below.

#### Timeline of Events:

- In the spring of 2017, the Pac-12 Networks engaged the industry-leading auditor to conduct an audit of certain distribution partner payments.
- The audit concluded that one of the Pac-12 distribution partners had overpaid the Pac-12 Networks for the year 2016 by a material amount.
- The two Pac-12 executives whose employment were terminated today were made aware of the audit results in late December 2017.
- After receiving the audit results, the two executives failed to inform the Pac-12 Board of Directors or the Pac-12's external auditors of the financial risk associated with the audit findings.
- Since 2017, the two executives have not shared the ongoing financial risk associated with the apparent overpayment with either the Pac-12 Board of Directors or the Pac-12's external auditors.
- In October 2022, the distribution partner who was the subject of the 2017 audit claimed that it had been overpaying the Pac-12 each year since prior to 2016. The



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LIVE

[Softball: Oregon at Oregon State](#)

TOMORROW | 6:00 PM PT ⓘ

LIVE

[Baseball: Arizona State at California](#)

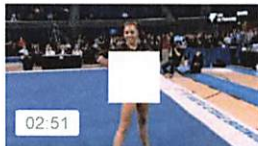
TOMORROW | 8:00 PM PT ⓘ

LIVE

distribution partner claims that the overpayments total more than \$50M.

- As soon as the distribution partner notified the Pac-12, the Pac-12 began looking into the claims, and determined that the Pac-12 should bring in independent legal counsel to review the facts of the situation.
- The Pac-12 Board of Directors Audit Committee promptly hired the law firm of Cooley LLP to conduct an independent investigation.
- In November 2022, the Commissioner briefed the Pac-12 Board of Directors on the distribution partner's claim and the ongoing investigation being conducted by Cooley.
- Cooley concluded its investigation and on January 13, 2023 Cooley briefed the Commissioner on its findings.
- The Cooley investigation concluded that:
  - Two current senior Pac-12 executives were aware of an overpayment from a distribution partner since late 2017;
  - These executives failed in their obligations and duties to immediately disclose this information related to an immediate and material financial risk to the Pac-12 to the Pac-12 Board of Directors and the Pac-12's external auditors; and
  - These executives failed in their ongoing obligation and duty to disclose this information to the Pac-12 Board of Directors and the Pac-12's external auditors.
- Based upon the findings of the investigation, the Commissioner made the decision to terminate the employment of the two Pac-12 senior executives.
- On January 19, 2023 the Board of Directors Executive Committee and the Chairman of the Pac-12 Audit Committee were briefed on the findings of the investigation and the decision to terminate the employment of the two Pac-12 senior executives.
- The terminations took place and are effective on January 20, 2023.

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# **Exhibit B**



**PAC - 12 ENTERPRISES  
EXECUTIVE EMPLOYMENT AGREEMENT**

This EXECUTIVE EMPLOYMENT AGREEMENT (the "*Agreement*") is entered into by and between PAC-12 ENTERPRISES LLC (the "*Company*") and MARK SHUKEN (the "*Executive*"), effective September 5, 2017 (the "*Effective Date*"). The Company and Executive are hereinafter collectively referred to as the "Parties," and individually referred to as a "*Party*."

**1. EMPLOYMENT.**

**1.1 Title.** Executive shall be employed as President of Pac-12 Networks, a division of the Company which is comprised of the sports television operations of the Company, subject to the terms and conditions set forth in this Agreement.

**1.2 Duties.** Executive will be the President of Pac-12 Networks and shall perform the duties customary for such position, and such other duties commensurate with such position as the Executive Chair of the Company (the "*Commissioner*") determines in his reasonable discretion (the "*Services*"). Executive shall report directly to the Commissioner, and the Company shall not modify such reporting relationship without Executive's consent. Except as permitted by Section 4 herein, Executive shall devote his full business time, energy, and skill to the affairs of the Company and shall devote such hours as necessary to perform ~~her~~his Services (without eligibility for overtime pay).

**1.3 Policies and Practices.** The employment relationship between the Parties shall be governed by this Agreement and by the policies and practices established by the Company, and Executive will be required to acknowledge in writing that he has read the Company's Employee Handbook. In the event that the terms of this Agreement differ from or are in conflict with the Company's policies or practices, this Agreement shall control.

**1.4 Location and Travel.** Unless the Parties otherwise agree in writing, at all times Executive's principal place of business for performance of the Services shall be the Company's offices in San Francisco, California; *provided, however*, that the Company may from time to time require Executive to travel temporarily to other locations (domestic and international) in connection with the Company's business. As a matter of his regular schedule, Executive shall have a minimum physical presence either at the Company's San Francisco, California offices or traveling on business, for four consecutive weekdays each week, with weekend and other days as necessary. For the fifth weekly work day, when not in San Francisco or traveling on business, Executive will work out of the Company's Los Angeles offices.

**2. COMPENSATION AND BENEFITS FOR EXECUTIVE.**

**2.1 Terms of Total Compensation Package.**

**2.1.1 Base Salary.** Executive will receive a fixed annual base salary of ~~six~~seven hundred thousand dollars (\$700,000), less payroll deductions and withholdings (the "*Base Salary*").

**2.1.2 Annual Bonus.** Executive will also be eligible to receive an annual discretionary performance bonus with a target amount of fifty percent (50%) of his then current Base Salary (the "*Annual Bonus*"). Any Annual Bonus for the 2018 Fiscal Year

will be prorated based on the number of calendar days that Executive was employed by the Company in the 2018 Fiscal Year. Executive's Base Salary will be reviewed annually in connection with his annual performance review and may be adjusted upwards as approved by the Commissioner and the Company's Board of Managers. During the first month of each Fiscal Year (defined as the period from July 1 to June 30), and for purposes of evaluating Executive's entitlement to an Annual Bonus, the Commissioner will set both objective and subjective goals for the Executive in his reasonable discretion, after consultation with the Executive. Objective goals for purposes of the Annual Bonus may include but, in the Commissioner's discretion not be limited to, the Company's financial performance over the course of the Fiscal Year for which the Annual Bonus, if any, is being calculated. Subjective goals for purposes of the Annual Bonus may include, but in the Commissioner's discretion not be limited to: Executive's relationship with stakeholders, management of the internal Company team, collaboration with and integration into the Conference, efficacy as external ambassador to the Company brand, entrepreneurship and innovation, and brand enhancement. The decision as to the amount, if any, of the Annual Bonus awardable each Fiscal Year, and whether Executive has earned any such Annual Bonus, will be determined solely in the discretion of the Commissioner based upon the Commissioner's assessment of Executive's performance and the Company's attainment of the Company's goals for the applicable Fiscal Year, as determined by the Commissioner in his sole discretion after the conclusion of each Fiscal Year (following consultation with the Executive). The Annual Bonus, if earned, will be paid no later than thirty (30) days following the close of the applicable Fiscal Year to which it relates, and the Executive must be an employee in good standing on the bonus payment date to be eligible to receive the Annual Bonus. No prorated Annual Bonus will be provided, except as otherwise provided herein. No amount of the Annual Bonus is guaranteed, except as otherwise provided herein.

**2.1.3 Long Term Incentive Bonus.** Executive will be eligible to participate in the Company's Long Term Incentive Plan (the "**LTIP**"), which provides for incentive compensation amounting to 10% of Executive's base salary payable over a period of years under certain business and employment circumstances, as such LTIP may be amended from time to time in the discretion of the Company.

**2.2 General Expense Reimbursements.** The Company will reimburse Executive for all reasonable business expenses Executive incurred in performing Services hereunder pursuant to the Company's usual expense reimbursement policies and practices, following submission by Executive of reasonable documentation thereof and provided that Executive supplies such documentation no later than the end of the third full calendar month following the month in which such expenses were incurred.

**2.3 Temporary Housing/Commuting Benefits.** In order to facilitate Executive's transition into his new role for the Company and Executive's relocation to the San Francisco area, for Executive's first 12 months of employment, the Company will (a) reimburse Executive up to \$2,500 monthly, subject to applicable taxes and withholdings, for reasonable travel expenses incurred in connection with Executive's weekly travel from his home in Los Angeles to the Company's office in San Francisco (the "**Travel Benefit**"), and (b) pay Executive up to a \$5,000 monthly stipend to be used in connection with Executive's temporary housing needs (the "**Housing Benefit**"). Unless this Agreement has been sooner terminated, no later than on the one year anniversary of the Effective Date the Company and Executive shall confer regarding the potential reasonable extension and/or adjustment of the Travel Benefit. For avoidance of doubt, the Housing Benefit

may not be extended beyond the 12 month period set forth herein. The Company will determine in its reasonable, good faith judgment what, if any, of the benefits under this section are for nondeductible expenses in accordance with applicable law and will comply with applicable withholding and tax reporting obligations.

**2.4 Benefits.** Executive shall, in accordance with Company policy and the terms of the applicable Company benefit plan documents, be eligible to participate in any benefit plan or arrangement, including health, life and disability insurance, retirement plans and the like, that may be in effect from time to time and made available to the Company's senior management. Any such benefits generally provided to Executive and others similarly situated are subject to change from time to time in the Company's discretion.

**2.5 Vacation.** Executive shall be eligible to accrue four (4) weeks of paid vacation per year, subject to the terms and conditions of the Company's standard vacation policy, with a maximum accrual cap of six (6) total weeks of vacation. Once the maximum accrual cap of six (6) total weeks of vacation is reached, vacation will no longer be accrued until the accrued vacation drops below the cap.

### **3. PROPRIETARY INFORMATION OBLIGATIONS.**

**3.1 Agreement.** As a condition of employment, Executive agrees to execute and abide by the Company's current form of Employee Confidential Information and Inventions Assignment Agreement ("*Inventions Assignment Agreement*"), which is attached hereto as Exhibit A. The Inventions Assignment Agreement contains provisions that are intended by the parties to survive and do survive termination or expiration of this Agreement.

### **4. OUTSIDE ACTIVITIES DURING EMPLOYMENT.**

**4.1 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest (which for purposes herein shall mean ownership of equity in a legal entity) known by him to be adverse or antagonistic to the Company or the Conference, their business or prospects, financial or otherwise during Executive's employment with the Company. Except with the prior written consent of the Commissioner, Executive will not during Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, provided that Executive may engage in civic and not-for-profit activities so long as such activities do not create a conflict with his employment hereunder or materially interfere with the performance of his duties. On or about the Effective Date of this Agreement, Executive will inform the Commissioner whether he: (a) serves on the board of directors of any third party, and (b) has any business interest in any entity known by him to be adverse or antagonistic to the Company or the Conference, their business or prospects, financial or otherwise; and will provide the Commissioner with the name(s) of any such third party. Executive also agrees that during Executive's employment with the Company, Executive will obtain the Commissioner's authorization prior to agreeing to serve on or serving on the board of directors of any third party. Executive further agrees that he will be required to obtain the Commissioner's authorization, not to be unreasonably withheld, if he wants to continue to: (a) serve on any board of directors that he serves on as of the Effective Date of this Agreement and (b) maintain any business interest that he maintains as of the Effective Date of this Agreement, in any entity known



by him to be adverse or antagonistic to the Company or the Conference, their business or prospects, financial or otherwise

## **5. TERMINATION OF EMPLOYMENT.**

**5.1 Termination by the Company.** Executive's employment with the Company may be terminated by the Company or Executive at any time and for any reason, including, but not limited to, under the following conditions. The last day on which Executive is employed by the Company, for any reason, is referred to herein as the "*Termination Date*":

**5.1.1 Termination by the Company for Cause.** Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated for Cause (as defined below) by delivery of written notice to Executive. Any notice of termination given pursuant to this Section 5.1.1 shall effect termination as of the date of delivery of the notice, or as of such other date as specified in the notice.

**5.1.2 Termination by the Company without Cause.** Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated without Cause at any time and for any reason, or for no reason. Such termination shall be effective on the date Executive is so informed, or as otherwise specified by the Company.

**5.2 Termination by Resignation of Executive.** Executive's employment with the Company may be terminated by Executive at any time and for any reason, or for no reason, including without limitation for Good Reason, as defined below. In the event of termination for Good Reason, Executive shall give written notice to the Company of the existence of the condition(s) giving rise to Good Reason and the Company shall have an opportunity to cure, as provided below.

**5.3 Termination for Death or Complete Disability.** Executive's employment with the Company shall automatically terminate effective upon the date of Executive's death or Complete Disability (as defined below).

## **5.4 Compensation Upon Termination.**

**5.4.1 Death or Complete Disability.** If Executive's employment shall be terminated by death or Complete Disability as provided in Section 5.3, the Company shall pay to Executive, his estate, or his heirs, as applicable, any base salary owed to Executive, expense reimbursement amounts owed to Executive, accrued and unused vacation benefits earned through the date of termination at the rate in effect at the time of termination and any accrued but unpaid previously earned Annual Bonuses, less standard deductions and withholdings. The Company shall thereafter have no further obligations to Executive under this Agreement, except as otherwise provided by law.

**5.4.2 Termination For Cause or Executive's Resignation.** If Executive's employment is terminated by the Company for Cause in accordance with Section 5.1.1 above, or Executive resigns his employment hereunder without Good Reason, the Company shall pay Executive any base salary owed to Executive, expense reimbursement amounts owed to Executive, and accrued and unused vacation benefits earned through the date of termination at the rate in effect at the time of termination, less

standard deductions and withholdings. The Company shall thereafter have no further obligations to Executive under this Agreement, except as otherwise provided by law.

**5.4.3 Termination Without Cause or for Good Reason.** If the Company terminates Executive's employment without Cause in accordance with Section 5.1.2 above (and other than as a result of Executive's death or Complete Disability) or if Executive resigns his employment hereunder for Good Reason in accordance with Section 5.2, the Company shall pay Executive any base salary owed to Executive, expense reimbursement amounts owed to Executive, accrued and unused vacation benefits earned through the date of termination at the rate in effect at the time of termination and any accrued but unpaid Annual Bonuses, less standard deductions and withholdings. In the event that the Company terminates the Executive's employment without Cause (and other than as a result of Executive's death or Complete Disability) or if Executive resigns his employment for Good Reason, subject to Executive furnishing to the Company an executed waiver and general release of any and all known and unknown claims, and other provisions and covenants (the "Release"), in a form acceptable to the Company within the time period specified in the Release, and allowing the Release to become effective in accordance with its terms, then Executive shall be entitled to severance in the form of continuation of his base salary (at the annual base salary rate in effect at the time of termination) for a period of six (6) months following the Termination Date (the "*Severance Payment*"). The Severance Payment will be subject to standard payroll deductions and withholdings and will be paid in equal installments on the Company's regular payroll cycle, provided, however, that any payments otherwise scheduled to be made prior to the effective date of the Release shall accrue and be paid on the 60<sup>th</sup> day after Executive's Termination Date. Nothing in this Agreement shall deprive Executive of his rights under COBRA or ERISA for benefits under plans and policies arising under his employment by the Company.

**5.5 Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

**5.5.1 Complete Disability.** "*Complete Disability*" shall occur when an independent qualified physician selected by the Company determines that Executive has become physically or mentally incapable of performing the essential functions of his job duties under this Agreement with or without reasonable accommodation, for ninety (60) consecutive days or one hundred twenty (90) nonconsecutive days in any twelve (12) month period. For purposes of this Section, at the Company's request, Executive agrees to make herselfhimself available and to cooperate in a reasonable examination by such independent physician.

**5.5.2 Cause.** "*Cause*" for purposes of this Agreement, shall mean the occurrence of the following events:

(A) Executive is charged with or convicted of any felony or any crime involving moral turpitude (including entry of a *nolo contendere* plea);

(B) Executive committed or attempted to commit or participate in a fraud or act of dishonesty or misrepresentation against the Company;

(C) Executive misappropriated or embezzled the property of the Company or its affiliates (whether or not a misdemeanor or felony);

(D) Executive performed any willful, intentional or grossly negligent act having the effect of materially injuring (whether financially or otherwise) the business or reputation of the Company or its affiliates;

(E) Executive materially violated any written and fully executed contract or agreement between Executive and the Company, including without limitation, a material breach of this Agreement, the Executive's Inventions Assignment Agreement, or of any Company policy, or of any statutory duty Executive owes to the Company; or

(F) Executive engaged in conduct that constitutes gross insubordination, incompetence or habitual neglect of duties;

*provided, however*, that the action or conduct described in clauses (E) and (F) will constitute "Cause" only if such action or conduct continues after the Company has provided Executive with written notice thereof and fifteen (15) days opportunity to cure the same, if reasonably susceptible to cure.

The determination that a termination is for Cause shall be made by the Company in its sole discretion.

**5.5.3 Good Reason.** For purposes of this Agreement, Executive shall have "Good Reason" for Executive's resignation from Executive's employment with the Company and/or any of its subsidiaries or parent entities if any of the following actions are taken by the Company without Executive's prior written consent thereto: (i) a material reduction in Executive's base salary, which the parties agree is a reduction of at least 5% of Executive's base salary (unless pursuant to a salary reduction program applicable generally to the Company's senior management level employees); (ii) a material reduction in Executive's duties (including responsibilities and/or authorities); (iii) relocation of Executive's principal place of employment to a place that increases Executive's one-way commute by more than fifty (50) miles as compared to Executive's then-current principal place of employment immediately prior to such relocation; and/or (iv) a material breach by the Company of any of the terms of this Agreement; *provided, however*, that in order to resign for Good Reason, Executive must (1) provide written notice to the Commissioner within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive's resignation, (2) allow the Company at least 30 days from receipt of such written notice to cure such event, and (3) if such event is not reasonably cured within such period, Executive's resignation from all positions Executive then holds with the Company is effective not later than 90 days after the expiration of the cure period.

**5.6 Code Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A 1(b)(4), 1.409A 1(b)(5) and 1.409A 1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Code Section 409A. For purposes of Code Section 409A

(including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of his termination of employment to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon the termination of his employment set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive's termination of employment with the Company, (ii) the date of Executive's death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

#### **6. ASSIGNMENT AND BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of Executive and Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. Any such successor or assign of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. The Company shall not have the right to assign this Agreement, other than to a successor, without the written consent of Executive.

#### **7. CHOICE OF LAW.**

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California without regard to its conflict of laws principles.

#### **8. INTEGRATION.**

This Agreement, including the Inventions Assignment Agreement, contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of Executive's employment and the termination of Executive's employment, and supersedes all prior and contemporaneous oral and written employment agreements or arrangements between the Parties.

**9. AMENDMENT.**

This Agreement cannot be amended or modified except by a written agreement signed by Executive and the Company.

**10. WAIVER.**

No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the waiver is claimed, and any waiver of any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

**11. SEVERABILITY.**

The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision, which most accurately represents the Parties' intention with respect to the invalid or unenforceable term, or provision.

**12. INTERPRETATION; CONSTRUCTION.**

The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but the Executive has been encouraged to consult with, and has consulted with, Executive's own independent counsel and tax advisors with respect to the terms of this Agreement. The Parties acknowledge that each Party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**13. COUNTERPARTS.**

This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall contribute one and the same instrument.

**14. ARBITRATION.**

To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, including but not limited to statutory, contractual and other claims, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in San Francisco, California, conducted by JAMS, Inc. ("JAMS"). The arbitration shall be conducted in accordance with the applicable employment rules of JAMS then in effect and the requirements of California law and the Federal Arbitration Act (9 U.S.C., Sections 1-14) regarding the terms and enforcement of arbitration agreements. (The JAMS Employment Arbitration Rules and Procedures are available for review

on JAMS' web site at <http://www.jamsadr.com/rules-employment-arbitration/>.) By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or (to the extent permitted by law) administrative proceeding. Executive will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) have the authority to direct the non-prevailing Party in any dispute to pay the reasonable attorneys' fees and costs of the prevailing party in such a dispute; and (c) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

**PAC-12 ENTERPRISES LLC**

By: \_\_\_\_\_  
Larry Scott  
Commissioner and Executive Chairman

Dated: \_\_\_\_\_

**EXECUTIVE:**

\_\_\_\_\_  
Mark Shuken

Dated: \_\_\_\_\_

**EXHIBIT A**  
**INVENTIONS ASSIGNMENT AGREEMENT**



<p align="center"><b>Summary report:</b>  <b>Litéra® Change-Pro TDC 10.1.0.122 Document comparison done on</b>  <b>8/11/2017 8:55:56 PM</b></p>	
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<b>Intelligent Table Comparison:</b> Active	
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Delete	4
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Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>8</b>



# **Exhibit C**



February 12, 2018

**VIA EMAIL**

Brent Willman

[Bwillman@pac-12.org](mailto:Bwillman@pac-12.org)

Dear Brent,

On behalf of the Pac-12 Conference (the "Company"), I am pleased to offer you the position of Chief Financial Officer, reporting to the Pac-12 Commissioner. You will be based at the Company's corporate headquarters, which is currently located in San Francisco, California. The following information outlines our offer to you:

- Start date on February 16, 2018.
- Annual base salary will be paid at the rate of \$401,670 per year, paid in installments semi-monthly, on the 15th and the last day of the month, less payroll deductions and all applicable withholdings. As a salaried, exempt employee you will be expected to work such additional hours as your position may from time to time require and you will not be eligible for overtime pay.
- A copy of your job description is attached as Exhibit A. There is no way that this letter can capture all of the complexities of your job. You will be expected to perform the job responsibilities listed and such other duties as the Company may from time to time require. The Pac-12 Conference may change your duties, compensation, hours, and work location from time to time, in its discretion.
- Your position with the Pac-12 Conference will be full-time employment. Because other work may create conflicts of interest or negatively impact your responsibilities for the Pac-12 Conference, other employment or consulting work, including work as an independent contractor or self-employment while employed with the Pac-12 Conference is not permitted unless pre-approved in writing by the Commissioner.
- Beginning with fiscal year July 1, 2017- June 30, 2018, at the end of the fiscal year, you will be considered for a target bonus of 35% of your annual base salary. The annual bonus is based on your individual and the Conference performance as determined by the Company in its sole discretion. Fiscal year is defined as July 1 through June 30. No amount of the annual bonus is guaranteed and you must be a full-time regular employee in good standing on the bonus payment date, which is on or about August 15<sup>th</sup>, to be eligible for a bonus as no bonus is considered earned until it is scheduled to be paid. Please note: whether the bonus is paid and the amount may vary from year to year in the Conference's sole discretion; bonuses are not guaranteed to be paid.

- You will be eligible to participate in the Company's Long-Term Incentive Plan ("LTIP"), a copy of which is enclosed with this offer letter. The terms and conditions of the LTIP, including the vesting schedule and potential payments, are set forth in the plan document.
- Full-time regular employees working a minimum of 30 hours per week will be eligible for the standard benefits package. See benefits guide for details. This offer letter and the benefits guide is a general explanation of benefits and does not modify or supersede any of the plan documents that govern all participants' rights in all respects. In the event of any conflict between the information contained in this offer letter or the benefits guide, and the plan documents, the terms of the plan documents, as interpreted by the Plan Administrator, control. Like other companies, the Pac-12 Conference reserves the right to modify or terminate any benefit or plan at any time and for any reason in its discretion. This is a general explanation of benefits and does not modify or supersede the benefit plan documents, which are subject to change from time to time.

In the event your employment with the Company is terminated by the Company without Cause (as defined below), provided you remain in compliance with the terms of this agreement, the Company shall pay you, as severance, the equivalent of six (6) months of your base salary in effect as of the date of your employment termination, subject to standard payroll deductions and withholdings (the "Severance Payments"). The receipt of the Severance Payments will be subject to you signing and not revoking a separation agreement and release of claims in a form satisfactory to the Company (the "Separation Agreement"). The Severance Payments will be paid to you in the form of continuation of your base salary in effect as of the separation date for a period of six (6) months after the separation date paid in equal installments on the Company's regular payroll schedule, provided, however, that no such payments will be paid or provided until the Separation Agreement becomes effective. On the Company's first regular payday following the effective date of the Separation Agreement, the Company will pay you in a lump sum any Severance Payment you would have received prior to such date under the original schedule but for the delay while waiting for the Separation Agreement to become effective, with the balance of the Severance Payments being paid as originally scheduled.

If you voluntarily terminate your employment or the Company terminates your employment for Cause, then all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned) and you will not be entitled to the Severance Payments.

For purposes of this Agreement, "Cause" for termination will mean: (a) commission of any felony or crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of your duties to the Company; (d) persistent unsatisfactory performance of job duties; (e) intentional damage to any property of the Company; (f) misconduct, or other violation of Company policy that causes harm; (g) breach of any written agreement with the Company; and (h) conduct by you which in the good faith and reasonable determination of the Company demonstrates gross unfitness to serve.

As a condition of employment, you will be required to execute and observe the terms of the Pac-12 Conference Employee Confidential Information and Inventions Assignment Policy. Upon termination of employment or at any earlier request by the Pac-12 Conference, you will deliver to the Pac-12 Conference any and all Company documents and other material (including, but not limited to, record-bearing media).

This offer of employment is contingent upon: verification of your eligibility to work in the United States, for which you will be asked to complete an I-9 form and to provide the required identification documents. You agree to assist as needed and to complete any documentation at the Company's request to meet this condition. On your start date, please bring appropriate documents verifying your eligibility to legally work in the United States as described on the Form I-9 (Employment Eligibility Verification) enclosed in your new hire documents. You will be provided with a copy of policies and Employee Handbook and will be subject to and expected adhere to those policies and the Employee Handbook, and acknowledge in writing that you have read the policies and the Employee Handbook.

In your work for the Pac-12 Conference, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Pac-12 Conference. You agree that you will not bring onto the Pac-12 Conference premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You represent that you have disclosed to the Pac-12 Conference any contract you have signed that may restrict your activities on behalf of the Pac-12 Conference.

Additionally, your employment with the Pac-12 Conference will be "at-will." This means that either party can terminate the relationship at any time with or without cause, and with or without advance notice. Nothing in this offer letter will create any right to or any expectation of employment for a specific time period. Your employment at-will status can only be modified in a written agreement signed by you and by the Commissioner. Therefore, although this offer letter outlines the general terms and conditions specific to your employment by the Pac-12 Conference in no way does it legally bind the Pac-12 Conference to employ or otherwise compensate you for a definite time period.

This offer letter, together with the Employee Confidential Information and Inventions Assignment Policy, forms the complete and exclusive statement of your employment agreement with the Pac-12 Conference. It supersedes any previous agreement or promises made to you by anyone at the Pac-12 Conference whether oral or written, regarding your employment with the Pac-12 Conference. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by the Commissioner.

Please acknowledge your acceptance of this offer and the terms set forth in this letter by initialing each page of this letter and signing, dating, and returning by 2/13/18 by 11:59 pm to my attention. We look forward to you joining the team and being an active contributor to the next chapter in Pac-12 history.

Sincerely,



Anna Roberts  
Vice President, Human Resources

Agreed & Accepted on 13 day of FEBRUARY, 2018.



Signature

BRENT WILLMAN

Print Name