

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

SESAME WORKSHOP,

Petitioner

v.

Case No.: 6:23-cv-01507

SEAWORLD PARKS & ENTERTAINMENT, INC.

Respondent.

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**PETITION TO CONFIRM ARBITRATION AWARD**

Petitioner Sesame Workshop, pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, respectfully petitions this Court to confirm an arbitration award, enter judgment on that award, and grant any other appropriate relief as follows:

**THE PARTIES**

1. Sesame Workshop (“Sesame”) is a nonprofit organization incorporated under the New York State Education Law with its principal place of business in New York.

2. SeaWorld Parks & Entertainment, Inc. (“SeaWorld”) is a Delaware corporation with its principal place of business in Florida.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1332(a)(2) because Petitioner and Respondents are citizens of different

states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391, because SeaWorld has its principal place of business in Orange County, Florida.

### **BACKGROUND**

5. Sesame is a nonprofit organization that produces educational children's programs, including *Sesame Street*.

6. SeaWorld is a theme park and entertainment company that owns and operates amusement parks, including Sesame-themed amusement parks.

7. On May 16, 2017, the parties executed a license agreement (the "License Agreement").<sup>1</sup>

8. The parties agreed to the arbitration of disputes (absent exceptions irrelevant here) in New York City, New York before a panel of three arbitrators and administered by JAMS, and that judgment on any award from an arbitration may be entered in any court having jurisdiction.

9. A dispute arose between the parties under the License Agreement.

10. On June 27, 2022, Sesame filed a Demand for Arbitration and Statement of Claim with JAMS.

11. SeaWorld filed its Response to the Demand on July 25, 2022. Sesame submitted a Reply on August 22, 2022.

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<sup>1</sup> The License Agreement is confidential as agreed by the parties. Once SeaWorld appears in this action, Sesame will confer with SeaWorld in accordance with Local Rule 3.01(g) about filing a motion to file the License Agreement under seal in accordance with Local Rule 1.11.

12. On August 17, 2022, a panel of three arbitrators, Vivien B. Shelanski, Steven M. Bauer, and James C. Francis IV, (the “Panel”) was selected and appointed pursuant to the provisions of the Licensing Agreement and JAMS’s Comprehensive Arbitration Rules and Procedures. (Ex. 1.)

13. In-person hearings were held at the offices of JAMS in New York City, New York on March 7, 8, and 9, 2023.

14. On May 22, 2023, the Panel issued its Final Award (the “Award”).<sup>2</sup>

15. The Award was entered after an extension of time that sought until May 31, 2023 to submit the award in the arbitration. A copy of the written extension is attached as Exhibit 2.

16. In the Award, the Panel found that SeaWorld “breached the License Agreement by failing to pay [] Sesame” amounts owed for 2021.

17. The Award requires SeaWorld to pay \$9,689,055 to Sesame, plus 9% per annum in prejudgment interest from January 20, 2022 to the date of payment.

18. The Award also requires SeaWorld to pay to Sesame the sum of \$151,151.58 for Arbitration fees and Arbitrator compensation and expenses. (*Id.*)

19. As of the date of this Petition, Sea World has not made any payments to Sesame as required by the Award.

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<sup>2</sup> The Award contains extensive discussion of the terms of the parties’ confidential License Agreement. Once SeaWorld appears in this action, Sesame will confer with SeaWorld in accordance with Local Rule 3.01(g) about filing a motion to file the Award along with the License Agreement under seal in accordance with Local Rule 1.11.

## PETITION

20. This Petition was timely filed within one year after the Award was made. 9 U.S.C. § 9.

21. The Award was signed and acknowledged by each member of the Panel, and served on all parties via email on May 22, 2023.

22. “The federal Arbitration Act [] imposes a heavy presumption in favor of confirming arbitration awards. As a result, a court’s confirmation of an arbitration award is usually routine or summary.” *Riccard v. Prudential Ins. Co.*, 307 F.3d 1277, 1288 (11th Cir. 2002)

23. Pursuant to 9 U.S.C. § 9, unless the Award has been vacated, modified, or corrected, this Court must confirm the Award and enter a Final Judgment consistent with the Award.

24. As of the date of this Petition, SeaWorld has not sought to vacate, correct, or otherwise modify the Award.

25. There are no grounds for modifying, correcting, or vacating the Award in this case.

26. Therefore, judgment must be entered in favor of Sesame and against SeaWorld in the amounts of \$151,151.58 in arbitration fees, arbitrator compensation and expenses and \$9,689,055, plus 9% per annum prejudgment interest from January 30, 2022 to the date of judgment, along with post-judgment interest and costs.

WHEREFORE, for the reasons set forth herein, Sesame respectfully requests that this Court enter an order:

- A. Confirming the Award;
- B. Entering Final Judgment in accordance with the Award, including without limitation awarding to Sesame and against SeaWorld all damages, costs, expenses, and interest awarded; and
- C. Granting such other and further relief as the Court deems just and proper.

Dated: August 7, 2023

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