

Fox Rothschild Podcast

Legally EmpowHERed Podcast

Episode Six

Featuring Partner Sahara Pynes with Erika Levin

Sahara Pynes: Welcome back to Legally EmpowHERed. I'm your host Sahara Pynes and I'm really excited to bring this podcast to you. As an attorney and former business owner myself, I'm passionate about drawing on my own experience and insight to set my female clients up for success. I know my guest today feels the same.

Erika Levin is a New York-based partner who focuses on international business disputes. Erika often serves her clients in the role of outside general counsel, partnering with executives and company leadership to advance their business goals, identify the impediments, and connect them with the smartest solutions. She also helps guide international businesses in internal investigations, and in crafting and implementing compliance programs. Erika brings a unique perspective to counseling emerging companies given her experience serving as an arbitrator, a former general counsel, a fashion law professor and an entrepreneur herself.

I'm so excited to have you here, Erika, to focus on fashion and some of our most common issues that founders in the fashion space encounter – especially when dealing with contracts and international aspects of their businesses.

Erika Levin: Thank you, I'm so excited to be here. I think this is an excellent idea and hopefully we'll be helping a lot of people together, so thank you for having me.

Sahara Pynes: Absolutely. Thanks for being here. I know you work across a variety of industries, but can you tell us what drew you to working in the fashion space?

Erika Levin: I should say the swag, and I get teased for that, but not really, although sometimes it is rather nice. To be fair, I love the mix of creativity and functionality that exists in the fashion world. I also saw it as an amazing opportunity to mix my love of everything international and business. I think people don't always realize how many international aspects there are with respect to fashion and fashion businesses. And it doesn't matter the size – when you think about it, in all sizes of companies, there are aspects of international. So that's really what brought me there.

It's funny how the business can morph and change. In the beginning it started off with helping with trademark issues, counterfeiting, anti-counterfeiting issues. Then it really broadened into

dealing with sales contracts, international sales and supply contracts, distribution, licensing. You know how it is, as you get to know clients, they trust you more and more, and you really become their go-to. I think that's the aspect of what we're trying to achieve here – having people understand that we're here to help no matter what the issue, and if we can't do it, someone within our firm can. They're in a safe place, right?

Sahara Pynes: That's the truth. With over 900 attorneys, there is somebody who excels in everything, we just have to find the right person.

Erika Levin: Exactly. It's about the team.

Sahara Pynes: That's right. So, let's start with the three pieces of advice that you have for fashion entrepreneurs.

Erika Levin: Sure. The first one is going to seem really obvious, but believe in yourself and your idea and your product. There will be so many people who are going to tell you "no, that's not going to work," and you can't be faint of heart. Obviously take the constructive criticism, take the advice, incorporate it as much as you can, but don't let it get you down. I think that is the heart of the matter. Don't give up, keep going and a lot of times things will morph into something you didn't envision, but that's OK. That's what really makes you successful. So that would be the first – believe in yourself, your idea, your product. You know what you're trying to achieve and just because you have a meeting or two with people who don't get it, that just means maybe you have to refine your pitch, or maybe you have to find different people, but it doesn't mean you are necessarily wrong.

Second, I really, really believe this, and we sort of just alluded to it, build a good team – a team and community. Obviously legal team, but broader community. Especially in this space, in the fashion space, cosmetic space. There have been people who have done this before, and as entrepreneurs who are starting out, there is a lot that you're going to need externally, a lot of support that you might not be able to have in house. Use your network. We're tapped in, other people are tapped in, but use your network to your benefit. Not only will it make the process more fun, more comfortable, but you're going to be more efficient and more successful.

Third, this is going to come as a complete surprise I'm sure, but read your contracts. So often you've got the idea, you're excited to go, and you're so excited about the opportunity, but make sure you stop, pause, read, because what is written in those contracts will come back. Hopefully it protects you and it doesn't hurt you, but read your contracts, get advice from someone you trust, don't just rush into them. I know how daunting it can be, and how tempting it can be. That's really most important. If you take nothing out of this, take contracts seriously

Sahara Pynes: Well, we've talked about the fact that especially younger entrepreneurs who don't have experience are just super excited that somebody is excited about their company, or about their product, or services, will rush to sign an agreement because they just want to get to marketplace, or want to get to manufacturing, or whatever stage of the game we're at. So, what is the number one legal mistake that you wind up seeing in this space?

Erika Levin: This is going to come as a surprise, I'm sure, but not reading contracts thoroughly is the first one. I will reiterate. I know that for those outside of the law, and sometimes even for those of us in the law, contracts seem like they're written in an entirely different language. But it's important that you understand what's contained in them.

Another piece of advice, or another mistake that I often see made, is that people don't think about their dispute resolution strategy. I know the dispute aspect is not sexy, it's not the exciting part, but a little ounce of prevention can really help you mitigate risk and protect yourself. I really, really advise people to think about arbitration, especially expedited arbitration. We'll go into it a little more. I'm happy to explain it more, but really thinking through an arbitration provision that will allow you to protect yourself and assert claims when you need to in a way that makes sense and is comfortable to you, that really is important. Really most of all, knowing laws that are at play, having that vantage point will really help you going forward.

Sahara Pynes: Give me a little bit of an overview, or snippet. What is arbitration, for people who don't really know?

Erika Levin: Sure. Arbitration is really nothing more than a private dispute resolution system. Any time you have a contract, you have an opportunity to insert an arbitration provision. This allows you to select the governing law. For instance, New York law, or California law. The seat of the arbitration – New York, or California. I, of course, am in New York and I tend to use New York law, New York seat. It also allows you to choose an arbitration institution. That institution is really important, they will administer claim. Why is this important? Not only, for one, the arbitration will allow you to resolve your disputes a little more efficiently, they have advantages like expedited arbitration. Especially for our entrepreneurs who are just starting out, expedited arbitration allows you to seek recourse for any claims that you have, get an award which you can convert into a judgement really quickly and easily, and enforce. This is helpful domestically, but especially if you're dealing with international counterparties, it's of the utmost importance. You don't want to be chasing someone in another jurisdiction, where you know no one, going into their courts on their home turf.

That is really the advantage of arbitration. There are so many – it's confidential, it's more efficient, you have more control, you know the law that is applicable, as opposed to having to fight to having jurisdiction established, you know where you're going and what you're doing. Really what it is, is trying to ward off potential issues down the line. We can go into it further, but that I think is a good overview.

Sahara Pynes: Tell me about international contracts. Are there specific provisions that you need to look out for when you're working internationally?

Erika Levin: The most important thing in terms of international contracts is knowing the law that is applicable. One thing I do want to advise people, especially if they're in a sales situation, purchasing supplies, or selling goods abroad, there are laws that you have to be aware of. Some people will choose New York law, assuming it might be the UCC. There is a UN Convention on the International Sale of Goods, which also applies. I've had a lot of fashion companies, experienced companies, and experienced counsel, who haven't realized. We shorten the UN Convention on the International Sale of Goods to CISG, but they don't realize that it applies. Now, it can be beneficial. It's helpful because it's harmonizing business internationally, but you want to know the law that you're dealing with, so you know the rights that you have.

In terms of international, there is a lot that you can't control. We could go on, and on. Especially these days where you're dealing with supply chain issues, force majeure, we're in the midst of COVID, trying to recover from COVID. You want to understand your provisions that are there. What are the rights that you have as the seller or the buyer, depending where you're sitting, in terms of the contract and relationship? What happens if you can't get your good? What are your responsibilities? What are your rights in order to assert? Your indemnity provisions are really important, your risk of loss, your insurance obligations. It's daunting, there is a lot there.

Sahara Pynes: I've been practicing law for 20 years and this is daunting to me. It's honestly an aspect of practicing in this space that I hadn't thought of. I can't even imagine the challenges that you must see come across your desk. Tell us what are some of the most common types of contracts a fashion entrepreneur might encounter? Where should the red flags be raised?

Erika Levin: Sure. I alluded to this a little bit, you're going to see contract manufacturing agreements, if you're trying to get things from abroad that are going to be made to help you with your business. You will see sales contracts. Those are probably the predominant at first. Purchase orders, vendor contracts, all sort of akin to each other. Those are the ones where you need to be careful in terms of the law that is applicable. Know what is going on there.

Sahara Pynes: So, Erika, let me ask you about the purchase order. You're so excited, you have this big order. Is a Nordstrom, or a big box store, are they providing you their purchase orders, or are you as, let's say, a manufacturer or a distributor, coming up with your own forms? And is this a form you're getting off the internet? Are you developing your own sales contract?

Erika Levin: That's a really good question. I think for the majority of people that we're talking to right now, starting out fashion entrepreneurs, they're most likely dealing with form purchase

orders coming from the bigger, more established retailers, like you mentioned a Nordstrom, or perhaps it's someone else, another retailer.

One thing I think that is really important to understand is this purchase order will be governed by the various laws, like the UCC, that we referenced, but there will also be vendor compliance manuals that you will be responsible for reading and understanding. Sometimes what people don't realize is that the vendor compliance aspects, some of the provisions that are contained may supersede the applicable law. So, you need to know about this. Ask for it if you haven't been provided the information, a copy or a link to it. Review it thoroughly. The purchase order is really a very exciting aspect, if you have one and you're in that position it means you've been successful, but you want to know what you're responsible for. You want to make sure that you don't commit any breaches, and it's important that you follow things to a T, otherwise you might have some problems.

Sahara Pynes: Yeah, so as an early stage founder, you might not have a lot of leverage when you get a purchase order from a big box store, you're just getting started. So, with the little bit of negotiating power that you might have, where should a founder be focusing their energies?

Erika Levin: First thing is first, I completely understand that the negotiating power will not be equal, or even, but one thing that I want to impress upon people is don't blindly accept what is offered to you. There may be aspects that are important to you that you can be creative about asking for other things. There may be things they will not budge on. But you don't know if you don't ask. I will continue to espouse the benefits of arbitration, that's one, but secondly, there are aspects where you want to make sure the deal is attractive for you. Maybe it's more money. Chances are you won't be able to alter the price and the terms in that way, but maybe there is something that you can enlarge in terms of exposure. Maybe you'll get more of a territory, or maybe you can get some sort of invitation to be part of some other program.

There are so many different types of opportunities there, and what really, really is important is, first, follow your gut. If things seem really difficult and continue to remain difficult, it may not be a good deal even though it seems like it makes sense. Really, really important though, understand what is being asked of you, and make sure it will make sense for you in the end. I've seen situations where people have been so excited about a deal that they actually have lost money on. Of course, they come to you afterward "how do I get out of this? What do I do?" It's much easier for us to help ahead of it. Obviously, we'll help at the end as well. The most important thing I can say is that there are always creative angles and ways that you can find things that are more beneficial for you that the other side might not even care about. Again, it depends. You don't want to lose the opportunity. You have to know where you are and what your situation is. We can't operate in a complete vacuum.

Sahara Pynes: I recently saw a contract with an exclusivity clause. It was really broad, in terms of our client, and we were able to at least negotiate to narrow that down so that the client was able

to use some of their print for their own purposes, and their own website, in addition to having a collection at a larger box store retailer.

Erika Levin: That's a key example, and such a good one. Protect your brand, protect your product, because remember the other counterparty is really experienced, they've been doing this a long time, and they are going to try and get the most that they can out of the deal. So, you need to protect yourself and think forward. Think long term. Like paring down on the exclusivity. Maybe trying to, if you're a distributor or you're getting involved with a distributor, you want to think through issues of – are you online, is it in a retail store, what is going on? Indemnity clauses, look at your exposure and your liability, here may be aspects where you can work through things. Minimum targets, for instance, if that is a situation, or something that you have to deliver. Look at the fine print, maybe you can give yourself a little more wiggle room, a little more protection. There are different things that will be more valuable in different deals. Each deal is bespoke, but it's creating, or increasing, the value for your product and your business.

Sahara Pynes: Yeah. Going back to this idea of the dispute resolution clauses, and pushing for arbitration. Is there a standard type clause that you see out there, and what scenarios should a founder be considering?

Erika Levin: I have my standard versions of contract clauses or dispute clauses, there is no one size fits all. A lot of times my question to clients that come to me is where are your counterparties, where do you envision that you may have an issue and you will have to enforce? If it's abroad in one jurisdiction or another, I may choose a different institution. I always as a standard will try and do the law that is most comfortable for either the client or for us. We are across the nation, it's pretty easy, but you want to be diligent and know what the law is providing. For me, it's really New York law, New York seat. I pick an institution or two that I'm comfortable with. The institutions have their procedural rules, it's another aspect that we need to be familiar with. I know the way things work with the various institutions that I work with on a daily basis. So, it's easy for me. I know their case managers; I know how things progress.

So, there is a standard type, but I will always add certain aspects depending. I'll make it as bespoke as I can. It's really rather easy to do, at least for me, for us. We have them, we tailor them. It's not an expensive aspect. This is something we can do for people and I've done this for clients, for our partners clients. In the matter of an hour or two we can at least tailor a clause that is more protecting of their interests than it was before. These are aspects, too, that I've seen that counterparties sometimes don't really give much push back on. Sometimes they do, sometimes they don't.

Sahara Pynes: So that's assuming that your counterparty is going to sort of play ball with this. Do you see the ability to sometimes negotiate these?

Erika Levin: Yeah. Again, it depends. If you're dealing with a massive counterparty, it might be hard. Let's be realistic. We are going into deals and making contracts on various things, so it really will depend which type of contract, who the counterparty is. The one thing that I will advise, too – if we start from the beginning, we like to make all of our contracts have consistent dispute resolution clauses. Why is that? We know exactly what we need to do and how to do it. So, it just becomes really routine if there is an issue. Again, we hope that there isn't an issue, but having this in your back pocket is protection, it's leverage. You don't want to be in a situation where you can enforce on your contract. Listen, there will be times where even though you have a contract that protects you and allows you to make a claim, it's better to work it out and negotiate. But having that leverage in your back pocket that you can file this claim and have it resolved rather efficiently, that's power, that helps. It's just kind of thinking forward. Forward-thinking in terms of trying to make sure you're protected. Again, there are times when it will make sense and times when it won't. We need to assess each situation as they come.

Sahara Pynes: And thinking a few steps ahead is always a wonderful thing. Not that anyone wants to plan to get into a dispute with a vendor, or a customer, but is there insurance for that? The same way that in employment we always recommend employment practices liability insurance, which of course it's imperfect because it doesn't cover wage and hour issues. Is this something that an entrepreneur can get coverage for at the outset?

Erika Levin: It really depends on what the issue is whether your insurance contract will be triggered. I always, always urge people to speak with a broker to find out. Obviously general liability insurance might cover some things, business interruption might cover others. Depending on what you're doing, if you're doing some sort of merger and acquisition, you might have reps and warranties insurance. There are so many different insurance products that are out there. I'm not an insurance broker, but can connect you to one that will help you guide you in terms of mitigation.

The one issue that I do think is really important though, which operates as insurance but is not insurance, is the fact that if you do ultimately have a dispute and you do ultimately have to arbitrate, you will get an arbitration award that, thanks to the New York convention, which is the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the process of enforcing that outside of the country will be rather easy. Again, the countries have to be signatories, so the party has to be in a country that is a signatory, but it's pretty straightforward. So, it's not formal insurance, it just makes the process more efficient. We can always connect you to the appropriate brokers who can help you and guide you.

One aspect of insurance that I've seen is parties or clients don't necessarily know what to get, and sometimes they waste money on insurance with deductibles that are too high for them that end up meaning they can't even really use their insurance. That's just one example. You really want to think that through, and you really want to read through the exclusions. We saw so much of this in relation to COVID and force majeure and business interruption. There are clients who

were having a lot of trouble, and they couldn't fathom that the insurance wasn't there to help them. But when you read through the policies, they were aimed at the loss that they had incurred, which is really horrible and frustrating, but again, you have to understand what is in that contract just like any other.

Sahara Pynes: That's right and out of all those force majeure clauses, I was always really, really impressed when I saw maybe every twentieth contract actually had a pandemic listed in the force majeure clause. Those people were very well situated given the dearth of that information in the clause, from what I saw anyway.

Erika Levin: I will say one point, in terms of force majeure. Once things are known, in the situation where we are in now, it's a little bit of a grey area. Once a pandemic has been around, it alters the analysis, so people have to be careful. We just had a huge hurricane, Tropical Storm Ida, whatever you want to classify it as. That has led to other reliance on force majeure act of god. So, I just had someone who was relying on that. Again, understand how that operates, understand what that means. That takes us out of the insurance speak and more into the contract, but it's important to understand what that gets you. Oftentimes, all it does is give you a little more time to perform. It's not a save all, get out of jail free card, but it's helpful. Again, we have to also be conscious and cognizant of the fact that you're trying to do business and, as lawyers, we're here to help you we're not trying to derail things, we're not trying to distract you. What we're doing is really trying to protect you and make sure you stay on target, on path.

Sahara Pynes: And give options, right? So often, we're not going to make a decision, but we're going to give you information to make a decision, make an informed decision, and potentially take a risk to enter into a business relationship with a vendor, a customer, but at least it will be an informed risk, an informed decision.

Erika Levin: I can't echo that enough. The thing that I actually enjoy the most is when clients are really comfortable with us, with me in particular, and they just pick up the phone. "This is going on, I'm not sure what to do. Have you seen this before? Do you know someone who has?" That is a quick call and it's so easy to resolve, so if we can help out in that way, we're happy to do that. That's really the community aspect, the network.

Sahara Pynes: That's my favorite part of practicing. Those "let's talk it through" phone calls. I love it.

Erika Levin: Exactly. A lot of times, we'll see things just because we happen to be sitting in a different spot. That conversation back and forth is really useful. One of my favorite things is, with each client and each business, there are nuances that we need to understand. Once we do, then we can really help, but it takes a little bit of time to talk through all of it. I agree, that's my favorite part as well.

Sahara Pynes: For sure. So, I just want to switch gears for a minute to talk about something that is really, I think, unique in the fashion space, and ask you a little bit about what you're seeing in terms of human rights protections. I know it's a particularly sensitive topic, but how does a founder vet and manage those overseas partners?

Erika Levin: So, this is one topic that is very near and dear to my heart, and it's one that you have to be really careful with. When you're selecting your partners overseas, you need, need to do diligence. Whether it's you directly, or we help you, or someone else helps you. You have to check references, check past history and performance, check the track record, check the financials. It is really hard to know who you are dealing with in a country far away and what's happening. We have had a lot of clients and brands who thought they were doing everything they could and were surprised by problems. You want to make sure you go above and beyond. You want to make sure that you have audits, or an audit company, that you're checking in with, you're being proactive. There are a lot of conventions that are out there that will come into play. You have to be aware of your relevant contractual provisions.

I have experience in all facets of compliance, it started out more in the financial area, and we're seeing more and more compliance oriented work in the fashion space. That's because so much money is being transacted over the web. It really arises that there are issues that you have to deal with in terms of the human rights. Again, that just goes to knowing your partners. You also have anti-money laundering and foreign corrupt practices act compliance. Look at your contracts. More and more now I see contractual provisions that reference and address this.

And one thing that is really important, not only do you want to do the right thing for your brand, your clients, your people that you're working with, but it could be detrimental if there is a problem. Not only for your reputation and good will, but also it might present an opportunity for your counterparty to terminate. Look at how those contractual provisions are written. Some are written best efforts; some are strict liability. That's a huge distinction.

Obviously everyone is trying to do the best they can, and I don't want you to feel that this is something that is daunting, but especially in this day and age when we are connected and working across the globe, there are different standards for doing business in different place. You need to embrace that, be aware of it, and try to do what you can to make sure it's done according to what we need in the U.S. because that is the standard that you are going to be held accountable for.

Sahara Pynes: And it sounds like sometimes best efforts are just not going to be good enough.

Erika Levin: Exactly. Listen, you have to do what you can. You keep a paper trail. You send your emails. You need to delineate who is responsible for what. But it's really important to be

proactive. Turning a blind eye will not work in this area. I think we have made great strides. We are continuing to make improvements in this area, but it's really important. I work with a lot of companies that are touting and really committed to sustainability and ethical operations. Conscious consumerism is a huge thing these days. People want to buy products they feel good about, and that means they were made in a way that is ethical and takes care of the people that were part of the supply chain. So, the more emphasis we're seeing on this, the better, but it really does create some potential problems if you're not addressing these aspects.

Sahara Pynes: One of the tremendous strengths I tend to see in our fashion entrepreneurs is that their creativity is so inspiring, and the visuals are amazing. It's just not a talent I have. Sometimes they focus on the look, and it might cause founders to gloss over something like website compliance or trademark issues. Do you have any advice for look vs. substance?

Erika Levin: I have to say that I, myself, when I was trying to do my own entrepreneurial endeavor, fell prey to the same problem. It's so exciting to have your branding, to have your website, all of that, it's pretty, it's fun, it's creative, it's artistic. A lot of the things I don't get as a lawyer, sometimes. So, I fully understand that, but you cannot forsake substance. Now I put on my lawyer hat, you need to really dot the I's, cross the T's. What do I mean by that? In terms of the website, entrepreneurs are surprised that there is ADA compliance issues that could come up. There are privacy issues. A lot of times when you're first starting out, I will hear an entrepreneur say "well, I just borrowed this from that website, and this from the other." They piece things together to get themselves live. I applaud the effort, but an ounce of prevention, having someone look over some of these aspects just to rubber stamp in, will save you a lot of trouble in the future.

I think, one of those aspects you need to be careful of, too, in terms of the trademark component is fully vet your name that you've chosen before you've expended any energy in terms of website design or registration of your company, however you choose to form it. Make sure no one else is out there. We don't want you to have to go through all this effort only to have to pivot in a bad way and change your name.

Sahara Pynes: Yeah, we see that quite a bit.

Erika Levin: I see that a lot as well. Again, we're here to try and prevent what we can. That is something that is easy. A Google search is not enough.

Sahara Pynes: Especially when a client comes to you with the most amazing name, and then you find out that someone registered a trademark a million years ago and they're not using it. We'll chat about that in another episode. What other challenges are you seeing your fashion clients face right now?

Erika Levin: We've kind of hit on a couple of them. The rise in ecommerce has come about, people have been pivoting in terms of the pandemic. We already had seen a shift from brick and mortar to online before, but I think the pandemic further increased the level of ecommerce that we're seeing. Although that's amazing, it brings a whole slue of other issues. We were starting to allude to it in terms of website compliance, privacy, data protection issues. Those are challenges that need to be navigated carefully.

I'm also seeing, and we've talked about this a little, a rise in compliance related issues. Even though your company is small, we're hoping it's going to grow, but it doesn't matter the size, the issues are the same, that's the reality. We need to be careful and obviously you will do things as efficiently as possible.

I think in terms of these days, find the right team and that could be your legal team, your accounting, your sales, your marketing, but really finding your team that you can go forward and be successful with, and it may change over time. That is really challenging, especially in a virtual world. We're not meeting people as much, hopefully that will change. I think it's especially hard to connect with people, to be with people, and to trust them in the way that you need to motivate them in a business scenario, when everything is virtual. I know it takes a lot of extra effort.

Sahara Pynes: Yeah, and I think making sure that your team puts you as a priority. They don't have too many clients if they're a PR agency and you're a small fry to them, that you're getting the attention that you need from all of your service providers.

Erika Levin: Of course. I think sometimes we all fall prey to the "oh big name." Make sure whoever you're working with is going to treat you like you deserve to be treated – valued, respected. I've been involved in a lot of different deals in a lot of different ways, but you really want people who are genuinely on your side and who are going to help you succeed. Do your homework there, ask around. What I usually do, if people ask me for recommendations, I will also give a reference of another fashion entrepreneur, or entrepreneur if it's another sector. Speak to this person, and if you like what they say then you call the person. References are really helpful. I can't necessarily vouch all the time. I've had a good experience, but I'm not the client. Speak to another person who has actually relied on them.

Sahara Pynes: Makes sense. For any female founder, what kind of advice would you share when talking to VCs or private equity groups?

Erika Levin: This must be one of the most frustrating aspects, I think. Oftentimes you start out with your seed money. You get started and you grow to this one size, and then you're stuck. A lot of times, especially in the private equity space, they want someone who is trusted and proven. What do you do when you're in that in between? It's really, really hard. That's where the

network comes into play. You also have to be really, really prepared. What is required these days has changed from what it used to be. Obviously, you still need to have a really good pitch, and maybe a good deck, but you also have to be connecting with others and harnessing your network because you won't have that opportunity if you don't.

There are very few investors that are focused on the fashion space. It's growing, but there aren't that many. So, I think the important this is, whether you're relying on your own network, family, friends, or you're doing these generalized pitches, know who you're dealing with. Understand what their investor profile is. What are they looking for? You don't want to waste your time. Your time is really precious.

Another aspect, to the extent that there is something innovative about your company and your product, ask for an NDA, a Non-Disclosure Agreement. You do not want to give away information only to see it used some other way. Again, protect yourself. There may be aspects where this makes sense, there may be aspects where you're told "no, it's not necessary." But think twice, if they're resisting the NDA, that might be a red flag.

Sahara Pynes: Exactly. So, we covered so much ground, but any last words of advice for our fashion founders, Erika?

Erika Levin: Of course. I think the most important would be one: trust your gut; two: don't be afraid to ask questions; and third: have fun. I know this endeavor can seem daunting and overwhelming, but you have good people around you. Surround yourself with those people. Go to them, lean on them. Have fun with this. It's going to be an amazing ride and I hope that you're all successful. Call us, let us know how you're doing.

Sahara Pynes: Absolutely. Fashion is such a fun space to be in. Thank you so much, Erika, for joining me on Legally EmpowHERed. We just loved having you, I could talk with you for another hour. We'll have to have you back another day. We just covered so much ground for our fashion industry founders and I think it was super helpful.

Erika Levin: It's my pleasure. Please, any time. I hope it was helpful for our fashion entrepreneurs. Call any time. Best of luck with everything.