Recent Domestic U.S. Arbitration Representations

- We represented **Google, LLC** in a case involving allegations of trademark infringement, trademark dilution, and unfair competition, brought by a customer of Google's advertising services. We successfully won a motion to compel the dispute to arbitration.

- We represented the **University of Southern California ("USC")** against its former head football coach, Steve Sarkisian, in a suit filed by Sarkisian after he was terminated in October 2015. Sarkisian's firing came after a series of public incidents involving Sarkisian's apparent use of alcohol and resulting media speculation. After being terminated and completing inpatient rehabilitation treating, Sarkisian—claiming he was improperly terminated due to his alcoholism—brought claims against USC for wrongful termination, disability discrimination, failure to engage in the interactive process, failure to accommodate, breach of contract, breach of the implied covenant of good faith and fair dealing, invasion of privacy, and negligence. Sarkisian sought over $30 million from USC. After a seven-day arbitration, the arbitrator denied each of Sarkisian's claims, resulting in a complete victory for USC.

- The firm obtained a $100 million award on behalf of **National Australia Bank** in a FINRA arbitration against Goldman Sachs arising out of Goldman's sale to NAB of $80 million of CDOs. The award is one of the three largest in the history of FINRA. NAB alleged that Goldman fraudulently misrepresented that the investment was highly-rated "conservative," "transparent," and "stable," and that NAB's interests would be "aligned" with Goldman's when, in reality, Goldman was using the investment to offload unwanted subprime risk in advance of the impending implosion of the U.S. subprime market. When the CDOs ultimately failed, NAB lost its investment, while Goldman profited handsomely. After a three-week arbitration hearing, the panel awarded NAB $80 million in compensatory damages and an additional $20 million in prejudgment interest, for a total damage award of $100 million.

- We successfully represented **MetroPCS Wireless, Inc**. in a FINRA arbitration against Merrill Lynch. MetroPCS brought fraud and related claims arising out of Merrill's sale of over $100 million of auction rate securities comprised of certain tranches of collateralized debt obligations, ultimately achieving a settlement on favorable terms prior to the hearing.

- We are currently advising the board and top management of a **financial technology company** in all pending disputes, including regulatory inquiries and shareholder litigation. Retained to conduct arbitration against former executive, achieved a settlement on the eve of the hearing.

- We acted for **a start-up innovator of novel technology** that had entered into exclusive commercialization arrangements with a multinational partner. That partner had fallen short of its obligations to our client but refused to release our client from its exclusive

relationship. We were instructed to find a route for the client to terminate their arrangements. This involved two ICC arbitration proceedings and proceedings in the Commercial Court in London. We have obtained a full exit for our client, together with the transfer to them of substantial additional intellectual property. The effect of this is that our client can now enter into alternative commercialization arrangements with a new partner.

- We are currently representing the **University of Southern California** in the arbitration filed by the former head coach of the football team, Steve Sarkisian, in his claims that his contract was breached and he was terminated in violation of the ADA and FEHA related to his alcoholism. The arbitration hearing was completed at end of February and we are now conducting post-hearing briefings.

- We secured a 9-figure settlement for **a pharmaceutical company** in several contract disputes arising out of drug and device development collaboration and licensing agreements, without having to file suit or request arbitration. This is a prime example of the "Quinn Emanuel Effect," where our appearance, reputation, and initial strategic initiatives result in an early and highly favorable outcome.

- We represented **the holder of significant amounts of wireless spectrum** in a contract dispute with a major telecommunications provider. Without filing a complaint, we were able to obtain a highly favorable settlement while maintaining the business relationship between our client and the telecom company.

- We defeated two 28 U.S.C. § 1782 petitions for discovery in aid of foreign proceedings to confirm an arbitration award in favor of a subsidiary of JP Morgan. Section 1782 is a unique U.S. statutory provision that permits a party in a foreign proceeding to obtain discovery in the United States in aid of that foreign proceeding. The court denied both Section 1782 petitions because JP Morgan's subsidiary was attempting to circumvent an adverse discovery ruling in a parallel U.S. proceeding to confirm the same award. Prior to this decision, legal precedent held that Section 1782 petitions were improper where discovery was sought to circumvent foreign proof gathering restrictions. But no court had addressed whether Section 1782 discovery could be obtained where another U.S. court had denied that discovery in related proceedings. Our victory resulted in new case law that is relevant whenever discovery is sought in aid of a foreign arbitration award or judgment that is subject to enforcement in the United States and overseas at the same time.

- We not only achieved a significant victory for our clients by defeating a series of 28 U.S.C. § 1782 petitions that JP Morgan pursued for discovery in aid of foreign proceedings but created new precedent in doing so. The new precedent will protect clients against Section 1782 discovery where the discovery is an attempt to evade an adverse U.S. discovery ruling. Previously, courts had only recognized attempts to circumvent foreign rulings as a basis for denying Section 1782 discovery.

- We represent the monoline insurer **CIFG Assurance North America** in its pursuit of damages against Goldman, Sachs for fraud in connection with a collateralized debt

obligation as to which CIFG provided insurance and in which it invested. In arbitrating CIFG's claim relating to its investment, we prevailed and successfully obtained a finding of fraud against Goldman and an order to pay substantial damages. CIFG will now return to prosecute the remainder of its claims in state court, where Goldman is collaterally estopped from challenging the fraud finding.

- We represented **Wellquest International, Inc.** in an appeal from a trial court order denying a motion to compel arbitration. Unlike a typical broad arbitration agreement, the arbitration provision at issue covered only those claims "arising out of or related to" an audit clause that gave plaintiff the right to initiate an audit for unpaid royalties. The trial court held that because plaintiff never initiated an audit, the arbitration provision did not apply to claims for unpaid royalties. The California Court of Appeal reversed, holding that notwithstanding the limited arbitration provision, because the claims for unpaid royalties are "related to" the audit clause, those claims must be arbitrated. The Court issued its nine-page decision the day after the oral argument, almost unheard of turnaround in a non-emergency appeal.

- We represented **DIRECTV** in a case brought by one of its former retailers in arbitration with the AAA, seeking damages for wrongful termination and for DIRECTV's decision to limit that retailer during its last year in operation to operate in the state of Colorado. The retailer sought several million dollars in lost profits, contract damages, tort damages and punitives. We obtained a full and complete victory for DIRECTV. In the arbitrator's award, he denied all of the retailer's claims in their entirety and on multiple grounds, while granting DIRECTV damages for its counterclaims and finding it to be the prevailing party for purposes of recovering its attorneys' fees pursuant to the fees provision in the arbitration agreement.

- We represented **DIRECTV** in a case in which we succeeded in vacating a $10 million arbitration award based on errors of law and legal reasoning committed by the Panel Majority in issuing its award. The court recognized that DIRECTV's arbitration award provided for expanded judicial review and agreed with DIRECTV's arguments that the award was based on multiple errors of law.

- We obtained an award of nearly $80 million for our client **Rosen Capital Partners**, which *The Wall Street Journal* described as one of the largest investor arbitration awards ever issued by a FINRA arbitration panel. In December of 2011, the Los Angeles Superior Court confirmed the arbitration award and denied the Petition of Merrill Lynch to vacate it. And in February of 2013, the California Second District Court of Appeal affirmed that judgment and denied the appeal of Merrill Lynch seeking to reverse that judgment. The judgment, which eventually amounted to over $89 million, has now been satisfied.

- We achieved a victory in arbitration for our clients **Vermillion, Inc.** and **Bio-Rad Laboratories, Inc.** We obtained rulings of no liability with respect to claims including breach of contract, tortious interference with contract, and fraud regarding the use and licensing of rights to surface-enhanced laser desorption technology.

- We recently obtained an arbitration award in favor of **GK Films** in a motion picture financing dispute. GK is a financing, production, and sales company, headed by Graham King, the producer of films such as "The Departed," "The Aviator," and "Hugo." GK entered into a sales agency agreement with a production company called Aurelius Films under which GK agreed to market and license the international rights to a film then entitled "Medallion." However, Aurelius later let its rights in the film lapse, and allowed a third party to pick them up, thereby manipulating the ownership of the rights so as to cut GK out of the transaction. We convinced the arbitrator that Aurelius breached certain representations and warranties in the sales agency agreement and breached the implied covenant of good faith and fair dealing by freezing GK Films out. The arbitrator awarded GK Films damages of $1.3 million as well as its attorneys' fees and costs.

- We represented one family member against another in a dispute over ownership of $300 million in real estate ventures (e.g. shopping malls, apartments, residential developments, etc.) bought and sold over a 30 year period, in a private judge/arbitration proceeding. The arbitration hearing lasted more than six months, resulting in our recovery of cash and property worth over $150 million for our client.

- We successfully defended 11 individual Respondents against claims by their former employer, Smith Barney, for claims arising out of their resignation from Smith Barney to join **Convergent Wealth Advisors**. The three-arbitrator FINRA panel dismissed all of Smith Barney's claims and ordered Smith Barney to pay all hearing fees.

- After a ten-day arbitration, we obtained a complete victory, including an award of $3.9 million attorney's fees and costs for **Houston Casualty Company** and **CineFinance Insurance Services** (HCC) in a dispute concerning the financing of a motion picture entitled "Tekken." HCC guaranteed the financiers of "Tekken" that the film would be completed and delivered by November 29, 2009, but the film was not delivered until December 2010, over a year later, without a written extension or waiver of the delivery date. One of the financiers initiated an arbitration against HCC claiming $15.8 million under the completion guaranty. Although Newbridge never agreed to extend the delivery date, the arbitrator found that Newbridge knew that the film could not be completed and delivered by November 29 and waived the delivery date. He denied Newbridge any relief and awarded HCC its attorney's fees and costs.

- We represented **Ortho-McNeil**, a Johnson & Johnson subsidiary, in a unanimous victory that made an important new law narrowing "manifest disregard of the law" almost to the vanishing point as a ground for district court vacatur of arbitral awards. Some courts have treated this ground as a freestanding warrant to vacate arbitral awards for purported legal error even though it falls outside the statutory criteria in the Federal Arbitration Act. The Seventh Circuit flatly rejected such an approach, reversing the district court's partial vacatur of the award and remanding for full confirmation of an award that favored Ortho in a dispute over inventorship and ownership of two patent families relating to new biological drugs for the production of red blood cells—products potentially worth billions of dollars in annual sales.

- We won an $18.5 million dollar AAA/ICDR arbitration award for **Toshiba Corporation** (as Licensor for the DVD6C Patent Licensing Group) in a patent license dispute against Coby Electronics, a manufacturer of DVD video players, for unpaid and underreported royalties.

- On behalf of Koch Industries subsidiaries **INVISTA S.à r.l., INVISTA Technologies S.à r.l., INVISTA North America S.à r.l.** (collectively, **"INVISTA"**), we obtained a dismissal of an appeal by French chemicals firm Rhodia S.A. ("Rhodia") from a district court's denial of Rhodia's motion to dismiss or stay an action filed by INVISTA in Delaware state court. Weeks before oral argument, defendant Rhodia attempted to use a ruling issued in a parallel arbitration proceeding to bolster its appeal before the Third Circuit. However, we were able to capitalize on the ruling to convince the court to dismiss the appeal as moot. The Third Circuit held that a defendant may not obtain a stay of litigation in favor of a foreign arbitration pursuant to the Federal Arbitration Act (the "FAA") when the arbitral tribunal has already rejected the defendant as a party to the foreign arbitration. The decision allowed INVISTA's claims against Rhodia to move forward in Delaware state court while the foreign arbitration, involving two Rhodia affiliates and one of the three INVISTA plaintiffs, proceeds simultaneously.

- We obtained a victory in the United States Court of Appeals for the Ninth Circuit for **Sequus Pharmaceuticals, Inc.,** a subsidiary of Johnson & Johnson. The appeal decided a question of first impression: whether a district court has removal jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 9 U.S.C. § 201 et seq., over a case in which the defendant raises an affirmative defense related to a foreign arbitral award. In a unanimous published opinion, the Ninth Circuit agreed with Sequus that the removal provision of the New York Convention should be construed broadly (unlike most removal provisions) so that it provides a meaningful shield against litigation that seeks an end run around foreign arbitration. Since Sequus had raised an Israeli arbitral award as part of its affirmative defense of collateral estoppel, the court upheld removal of the case to federal court.

- We represented **DIRECTV** in a suit against NWS, a former DIRECTV vendor, in a case involving a fraudulent scheme to provide programming to commercial institutions. DIRECTV brought a demand for arbitration in the AAA against NWS for breach of contract, fraud, unfair business practices, and violations of the Cable Communications Policy Act. NWS counterclaimed for breach of contract, unfair business practices, and tortious interference with contract. After a 7-day hearing, we obtained a $5.6 million judgment on behalf of DIRECTV. The arbitrator found for our client on every affirmative claim and against NWS on all counterclaims.

- We represented **Film Finances, Inc.** in an arbitration against Fortis Bank concerning the financing of Spike Lee's latest film, *Miracle at St. Anna*. Fortis Bank claimed that the film did not comply with the financing contracts because it was too long and did not conform to the approved screenplay. We proved that the running time requirement had been waived and that the film was based on the approved screenplay. The arbitrator awarded Film Finances declaratory relief, dismissed the cross-claim brought by Fortis, and awarded Film Finances its attorney's fees and costs.

- We represented **a global telecommunications company** that is the world's largest manufacturer of mobile cellular handsets in what was probably the largest intellectual property litigation in the world. Among the more than a dozen litigations worldwide were two U.S. arbitrations related to various contractual issues stemming from the companies' fifteen year relationship. We successfully represented our client in the Federal Circuit regarding the standard for arbitrability in one of these matters, which set the standard of review for determining arbitrability, and went on to act as lead counsel in the 8-day hearing that resulted. We were also lead counsel for an arbitration involving multiple claims and cross-claims about various contractual issues, which was subsequently consolidated with a pending Delaware Chancery court case. The parties settled that matter, and the entire international litigation between them, in July 2008 on the first day of trial in the Delaware court, resulting in a very favorable settlement for our client.

- We represented various **leading venture capital firms** and their top partners in a case brought by the founder of a leading internet company for fraudulent inducement alleging that our clients persuaded him into taking venture capital money that yielded the founder $5 million rather than selling his internet company for a cash/stock value of what is now $180 million. After mediation, we agreed to a baseball arbitration with a "high" and "low" award to keep the case out of court and protect our clients' reputations. The arbitration lasted almost two weeks and, in the end, the arbitrator sided with our clients awarding the low award—a zero verdict.

- We represented the **Academy of Television Arts & Sciences**, in an arbitration against its sister organization, the National Academy. We obtained a permanent injunction from a three-judge arbitration panel preventing the National Academy from improperly creating new Emmy® award categories to recognize user-generated content and programming for broadband distribution and new media platforms like iPods, Blackberries and cell-phones. We then successfully defeated several attempts by the National Academy to challenge and vacate the award in the New York courts.

- We represented the ***Los Angeles Times*** in a dispute over the design and construction of its state-of-the-art Los Angeles printing plant.

- We represented medical corporations and HMOs, including such companies as **Kaiser Permanente**, in arbitrations of various medical-related disputes.

- We represented private equity firm **The Gores Group** in an arbitration against Vista Equity Partners regarding representations and warranties in a purchase agreement over the sale of a telephone software company. The arbitration ended in a favorable settlement for the Gores Group a week before trial.

- We represented a **major reinsurance company** in a six week arbitration in which our client faced a claim by film producers for $50 million in film financing. We won a complete defense.

- We represented **limited partners of a hedge fund** in a shareholder derivative arbitration against a hedge fund manager and his stockbroker sister based on claims of systemic fraud through post-execution allocations of securities trades over more than a decade. After an arbitration that spanned seven months, the arbitration panel, in a unanimous opinion, awarded our clients $75 million in compensatory and punitive damages, which included $35 million for disgorgement of compensation for the period of the fraud.

- We represented **TRW (now Northrop Grumman)** in a AAA arbitration involving an alleged breach of contract to purchase application specific integrated circuits. We obtained an award in TRW's favor.

- We represented **K. Hovnanian Homes, Inc**., a publicly-traded national home builder in an arbitration involving the termination of a $60 million real estate transaction. The arbitrator's decision granted our client a complete victory, including costs and attorneys fees.

- We represented **Carat Interactive** in a AAA arbitration involving claims against it by shareholders of an acquired interactive media company under an "earn out" provision in the stock purchase agreement. The matter settled favorably after our cross-examination of the first witness.

- We represented the **named inventor on a patent** claiming dental implant assemblies, in an arbitration proceeding against Nobel Biocare, one of the world's leading manufacturers of dental implants. The arbitration included claims for breach of contract, patent infringement and validity of the patent in suit. The matter was administered by JAMS and settled on favorable terms after a full-day *Markman* hearing that included live testimony by the parties and expert witnesses.

- We represented internet start-up company **1GlobalPlace** in an arbitration against VeriSign regarding an "earn-out" provision in a merger agreement. After winning the key issues in the arbitration, we went on to represent 1GlobalPlace in subsequent litigation, resulting in an eventual favorable settlement for 1GlobalPlace on the first day of trial.

- We successfully defended a margin call case where a hedge fund alleged that our brokerage client improperly wiped out their accounts. The case settled on very favorable terms.