

Recent Employment Representations

- Quinn Emanuel recently obtained a broad preliminary injunction in Delaware Chancery Court for its clients, independent insurance brokers **Mountain West Series of Lockton Companies, LLC** and **Lockton Partners, LLC**, against competitor Alliant Insurance Services, Inc., in a case alleging tortious interference with contract and business expectancy, misappropriation of trade secret, confidential, and proprietary information, and aiding and abetting breaches of fiduciary duty. In a sweeping opinion and order, the Court enjoined Alliant and its affiliated entities from directly or indirectly soliciting or servicing its recruits' former clients and prospects, including those who had already switched brokers, and directly or indirectly soliciting any Lockton employee, member, or consultant.
- We represented pro bono a **probationary employee at the New York City Office of Chief Medical Examiner** who was terminated from her position because of her obligations as a military reservist. Despite advising her supervisors of her reserve obligations when she was hired, our client experienced hostility and then was terminated just before her probationary period expired because of her reserve obligations. Service members are protected from this sort of discrimination by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), a statute that operates much like Title VII. The client had been representing herself (quite ably) through summary judgment prior to our involvement. She successfully resisted summary judgment, although in his order denying summary judgment, Judge Broderick wrote "there's sufficient evidence, albeit perhaps barely so" to avoid summary judgment. And there was also evidence that the client's job performance was lacking and that she was often late and insubordinate. On top of this, as a probationary employee, her salary was not high and her claims were for backpay assuming she would become a full time employee. We started our representation advising our client during a court-mandated mediation, but the parties were unable to reach agreement, with the City only offering a nominal amount, and we began to prepare for trial. The court granted our request for leave to take three limited depositions of potential witnesses and, after the depositions, the City's offer rose. We recently finalized a settlement with the City that was eight times the initial offer.
- We represented a **plaintiff** alleging wrongful termination and retaliation claims against a former employer under federal, state, and local law. We represented the client pro bono through all phases of the action. The case settled following the close of discovery.
- We defended a **corporate entity** and its Chairman of the Board in a suit by the corporate entity's former President and Chief Executive Officer for alleged wrongful termination seeking millions in damages. The plaintiff asserted numerous claims, including fraudulent misrepresentation, negligent misrepresentation, breach of fiduciary

duty, breach of contract, promissory estoppel, and wrongful discharge in violation of public policy. We were retained four days before our motion to dismiss was due. We quickly prepared the motion to dismiss, which the Court granted in part. Importantly, the Court's order stated in no uncertain terms that the remainder of the case probably would not survive a motion for summary judgement. In the end, the case was settled within 40 days of our retention.

- 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.
- We represented **Mercuria Energy Trading, Inc.**, and several affiliates in a breach of contract case and obtained a complete victory before Judge Rakoff in the Southern District of New York, dismissing all claims against our client. This was a highly contentious dispute where Mercuria's former employee claimed that Mercuria owed him more than \$32 million in carried interest payments. We moved to dismiss the claims based on the plain language of the contract. Judge Rakoff issued a 32-page opinion agreeing with our position across the board and dismissing the complaint in its entirety, with no opportunity to replead.
- We represent biopharmaceutical company **Theravance Biopharma US, Inc. and certain of its affiliates** against its former Senior Vice President of Technical Operations, Junning Lee. Prior to his resignation in February 2017, Lee downloaded hundreds of thousands of confidential, proprietary, and trade secret documents from Theravance's servers, then attempted to cover his tracks when Theravance discovered the downloading. We asserted claims for trade secret misappropriation under state and federal law, as well as claims for breach of contract and breach of Lee's fiduciary duty and duty of loyalty. The court (Judge Vince Chhabria in the Northern District of California) granted our motion for preliminary injunction with only minor modification, ordering Lee to return dozens of devices, to provide access to his email accounts, and to identify any third parties who might have received Theravance data. Theravance was not required to post a bond.
- We represented **Roger Ailes**, the founder and CEO of Fox News, and his estate in matters related to his 2016 departure from Fox News other employment-related litigation and arbitration matters.

- We represented a group of portfolio managers departing Deutsche Bank for **HPM Partners** against claims of breach of contract and breach of fiduciary duty and obtained a favorable result in a FINRA arbitration.
- We are representing Freedom For All Americans and several corporations in submitting an *amicus* brief to the Second Circuit Court of Appeals (rehearing a case *en banc*) that will argue that Title VII's prohibitions on discrimination against of employees "because of ... sex" includes a prohibition on discrimination based on sexual orientation.
- We represented **Lamonte Purifoy**, pro bono, before the Federal Circuit in appealing a final order by the Merit Systems Protection Board affirming the Agency's decision to remove Mr. Purifoy from his position over two charges of extended unauthorized absence. The Federal Circuit issued a unanimous, precedential opinion vacating and remanding a decision of the Merit Systems Protection Board and strengthening the deference owed by the Board to Administrative Judge's credibility determinations.
- We defended **BlueCrest Capital** in a case brought by a former employee seeking \$1.3 million in bonus and severance payments, as well as damages under New York's Labor Law and attorneys' fees. The court granted our first motion to dismiss in full and without leave to re-file.
- We represented **Art.com** in a case brought by Gotham City Online LLC alleging various claims, including trade secret misappropriation. We defeated plaintiff's request for a temporary restraining order, successfully disqualified opposing counsel for using Art.com's privileged documents to prepare Gotham's case, and effectively shut down the dispute, which was subsequently dismissed.
- We represented a plaintiff in a pro bono employment case involving race discrimination, sexual harassment and retaliation and obtained a favorable settlement for the client.
- We won a confidential employment arbitration for an **international pharmaceutical company** against its departing senior U.S. executive.
- We represented **eleven individual respondents** in connection with claims by their former employer, a major financial institution, arising out of their resignation to join a smaller registered investment advisor. The former employer asserted claims for breach of contract, breach of fiduciary duties, and misappropriation of trade secrets, among other causes of action. After 17 hearing days, during which the former employer called each of the individual respondents to testify, a three-arbitrator FINRA panel dismissed all of the former employer's claims and ordered it to pay all hearing fees.
- We represented **Kimberlite Corporation** and its **Chief Executive Officer** in a suit by Kimberlite's former President and Chief Operating Officer arising out of a transaction whereby Kimberlite was sold to its employees through an Employee Stock Ownership Program ("ESOP"). The plaintiff asserted numerous claims, including breach of employment contract, breach of partnership agreement, breach of fiduciary duty, fraud, wrongful termination, and breach of certain contractual obligations arising out of the

ESOP transaction. Quinn Emanuel was substituted as counsel several months after the action commenced. We immediately asserted cross-claims against the plaintiff for breach of fiduciary duty and misappropriation of corporate assets, and proceeded to quickly obtain several tactical victories in connection with discovery disputes. After obtaining key admissions from plaintiff in discovery, we successfully moved for summary judgment on plaintiff's breach of fiduciary duty and partnership-related claims, significantly narrowing the scope of the case. The remaining claims were tried to a jury in Fresno, California in the spring of 2009. After winning most of the 23 motions in limine we filed on behalf of our clients, a team of Quinn Emanuel attorneys tried the case over the course of six weeks. We elicited devastating testimony from numerous witnesses on both direct and cross examination throughout the trial. At the beginning of the seventh week of trial, the plaintiff proposed to settle the case and our clients accepted. Both our corporate and individual clients were thrilled with the confidential settlement.

- After trial, we obtained complete defense verdicts on all claims asserted by a former personal assistant to **Dr. Henry T. Nicholas, III**. The former assistant sued Dr. Nicholas and his family office for alleged wrongful termination and unpaid overtime wages. A jury rejected the assistant's contention that she was terminated in retaliation for honoring a subpoena to testify before a federal grand jury. At the ensuing bench trial on the overtime claim, the court credited the defense that the assistant was an exempt employee and awarded her zero damages. After the Court of Appeal reversed the jury trial verdict on the wrongful termination claim on the grounds that the trial court had excluded certain evidence, we tried that claim again and won the trial again.
- Less than a month before the hearing date, we were retained to conduct an arbitration of a slander claim asserted against business entities associated with **Dr. Henry T. Nicholas** by one of Dr. Nicholas' former assistants. The plaintiff was also a key witness in a pending federal criminal investigation involving Dr. Nicholas. After a two-week arbitration, we obtained a defense ruling rejecting plaintiff's contention that he was slandered by alleged comments characterizing a settlement demand as extortionate. Through aggressive cross-examination, we discredited the plaintiff as a witness in the government's criminal investigation, setting the stage for dismissal of the criminal charges six months later.
- We successfully defended **Barnes & Noble Booksellers, Inc.** in a wage and overtime class action alleging various violations of the Labor Code, including failure to provide meal breaks and rest breaks and failure to pay overtime. The Court denied certification in its entirety, ruling that plaintiff failed to satisfy his burden to demonstrate common issues predominated over individual issues, and that a class action was a superior method of adjudicating plaintiff's claims.
- We represented a **printing company** in a case it brought against a former employee and his new employer alleging misappropriation of trade secrets, breaches of fiduciary duty and interference with economic advantage. We were substituted in as counsel several months before trial. After a month-long trial straddling the holidays, we won a jury verdict for \$5.7 million in compensatory damages and \$8 million in punitive damages.

- We represented **Disney** in a trial that received prominent newspaper coverage, arising out of the plaintiff's contention that, over a period of several years, plaintiff's supervisor made offensive sexual remarks and gestures. Five witnesses supported plaintiff's contention. The defense strategy was to show that plaintiff and her supervisor had for years enjoyed a friendly relationship that included mild sexual banter. After a six-week trial, the jury returned a unanimous verdict for the defense.
- We represented **Buena Vista Home Video**, in a case involving the less common situation of a female supervisor being accused of sexually harassing a male subordinate. The plaintiff, who alleged damages in excess of \$2.25 million, claimed he had been subjected to six months of sexual overtures and sexually explicit banter. The plaintiff claimed the behavior was offensive to him because he was homosexual. The woman denied that she knew he was gay and claimed that her "overtures" were modest, such as invitations to after-work social activities. We obtained a defense verdict.
- We represented **Jefferies & Company** in a case brought by a former highly-paid Senior Vice President and salesperson who alleged that her termination was discriminatory. The plaintiff had the highest commissions of any of the defendant's sales people during the final year of her employment. After a two-month trial, the jury returned a defense verdict. The result was nominated "Verdict of the Month" by *The National Law Journal*.
- We represented **Packard-Hughes Interconnect** in a case brought by an employee who alleged that her career began a downward spiral after she testified in a sexual harassment case brought against her supervisor by another employee. According to the plaintiff, who had been with the company for 29 years, over the next two years her duties were reduced to almost nothing. Finally, six months after plaintiff turned 50, her supervisor cut her pay by ten percent and told her that the next step would be out the door. Plaintiff filed a suit for age discrimination, age harassment, and retaliation. After a five week jury trial, the jury deliberated just four hours before returning a defense verdict on all claims.
- We represented **Space Systems/Loral** in a case brought by a 49-year old Chinese-American engineer, who was the supervisor of automated circuit-card assembly. Our client claimed that the plaintiff was terminated for failing to properly direct his assemblers to follow work orders and production guidelines, resulting in damage to components on the circuit cards. The plaintiff claimed he was scapegoated for the damaged circuit cards. After a two-week trial, the jury returned a verdict for defendant in only 20 minutes.
- We represented an **AIG** subsidiary when two of its senior investment fund managers sought to work for a competitor and solicited AIG's clients. The firm obtained a preliminary injunction on behalf of AIG from a New York federal court.
- We represented a **premier financial services company** in a trade secrets case involving a financial consultant who resigned from the company and went to work for a competitor. Even though the financial consultant's contract contained a non-solicitation provision, on the same day as his resignation, he sent solicitation packages to hundreds of his former

employer's customers. The packages included pre-printed account transfer forms that contained proprietary customer data that could only have been obtained from the financial services company's files.

- We represented **Avery Dennison** when it hired a salesperson from 3M, who, unbeknownst to Avery, secretly took 3M documents with him when he left 3M. Alleging trade secret misappropriation, 3M sued both Avery and the employee. Although the documents came to light when 3M obtained an ex parte seizure order and the marshal raided the employee's house, we persuaded the jury that Avery had no knowledge of the employee's activities, and after a 3-month jury trial obtained a complete defense verdict.