Employment Litigation

We are one of the premier employment litigation defense firms in the United States. We have represented employers in more than 800 employment cases and employment related disputes including sexual harassment, race discrimination, employee mobility, trade secret misappropriation, retaliation, and ERISA claims.

We represent employers in both class actions and cases brought by individual plaintiffs and regularly analyze restrictive covenants and partnership agreements, advise on hiring or raid response strategies, counsel on managing legal risk for sensitive or group hires/departures, develop litigation strategy, conduct competitive analyses, conduct forensic investigations, and negotiate with adversaries on cease and desist demands.

Although we are proud of our trial record, our primary goal is to dispose of cases at the outset by dispositive motion. We also recognize that sometimes our clients' best interests are served by settling cases. And, the lack of publicity concerning the settlements of many of these cases highlights the effectiveness of our deftness in resolving these disputes discretely and swiftly. Our ability to obtain favorable settlements for our clients is also a direct result of our unmatched trial record of consistently obtaining defense verdicts. Our successes at trial are well-known among members of the plaintiffs' bar, which we believe substantially reduces the dollar amounts our clients pay in settlement.

Some of the better known clients we have represented in employment matters include Tesla, IBM, Disney, Avery Dennison, Lockton, AIG, Morgan Stanley, Paramount Pictures, Toyota, Hughes Aircraft, IHOP, Jefferies & Company, Lockheed, Marriott, Mattel, Texaco, Waste Management, Hollywood Video, and Litton.

Recent Representations

- We represented **Jane Street** in a trade secret and breach of contract case against two former employees and their new employer, Millennium in connection with the misappropriation of a confidential trading strategy worth in excess of $1 billion per year. The case was successfully resolved through a confidential settlement agreement.

- We represented **Steno** — a national court reporting service that employs numerous individual court reporters — and its recently hired Vice President of Business Development in a case involving the attempted enforcement of several restrictive covenants against her by her former employer, Veritext. The restrictive covenants sought to be enforced were contrary to California law. . Within days of being engaged, we filed a complaint and a TRO application on behalf of the employee seeking to invalidate enforcement of the covenants. Within hours of filing, and before any hearing, counsel for Veritext completely surrendered, conceding that the employee could go to work for our client.

- We obtained a decisive preliminary injunction victory **for Ingersoll Rand, Inc.** The case arose from Ingersoll Rand's acquisition of ILC Dover, a life sciences company, for $2.3 billion in March 2024. Shortly after the acquisition, Corey Walker, Dover's CEO, resigned to join Avantor, a competitor, contrary to a non-compete agreement he had signed as a condition of the acquisition. Following a hearing, the Court entered an order enforcing the non-compete and prohibiting Walker from working for Avantor, despite a recent Colorado statute that renders most non-competes presumptively void. The Court found Walker's testimony to be not credible and that Ingersoll Rand will likely win its claims.

- We successfully represented client **Berkley Research Group (BRG)** in a nearly decade-long legal battle with competitor FTI Consulting. The dispute centered on three principals and several colleagues and clients leaving FTI to join BRG, which led to allegations of breach of contract, tortious interference, and violation of Massachusetts' unfair competition statute. The trial resulted in an unfavorable jury verdict and judicial award. However, the Massachusetts Appeals Court, in a unanimous decision, overturned the entire judgment and reversed the unfair trade practice damages, marking a substantial win for BRG and Quinn Emanuel.

- We represented **Centerview Partners Holdings LP** in a partnership dispute with its former employee David Handler. Handler claimed he had reached an oral partnership agreement with Centerview's two founders that he claimed made him a partner in Centerview Partners Holdings LP and entitled him to hundreds of millions of dollars. After a trial on the merits, the Court of Chancery found that Handler had no such partnership agreement and entered judgment for Centerview.

- We represented **Menzies Aviation** in a racial harassment case and obtained a complete defense verdict after a jury trial in Los Angeles Superior Court. The Plaintiff worked as a ramp agent for Menzies Aviation, loading and unloading luggage at LAX airport. He alleged that throughout his 38 months at Menzies, he was subjected to repeated racial harassment by multiple supervisors. We shredded the Plaintiff's credibility on cross examination, and throughout trial exposed his harassment claims as being made up solely for the purposes of litigation because he knew he was on the brink of being terminated for his inability to get a customs seal and for his poor attendance. After less than two hours, the jury returned a complete defense verdict, successfully closing the chapter on this over 7-year-old case.

- We represented **Tesla, Inc.** in post-trial briefing and retrial of the largest single plaintiff race discrimination verdict in U.S. history. The plaintiff alleged he was subject to racial discrimination while working as an elevator operator at a Tesla factory in 2015-2016. Initially, we successfully achieved a remittitur reducing the original $137 million verdict (comprised of approximately $7 million in compensatory damages and $130 million in punitive damages) to a total of $15 million. The plaintiff rejected the $15 million remittitur and proceeded to a damages retrial. The damages retrial took place in March 2023 in the U.S. District Court for the Northern District of California. Based on the liability verdict from the first trial, the Court instructed the jury that it had to award both compensatory and punitive damages. Following a week-long trial which was

largely limited to the same evidence (documents and witnesses) that were presented to the jury in the first trial, we reduced the damages award to $175,000 in compensatory damages and $3 million in punitive damages. The court subsequently denied the plaintiff's post-trial motion for a new trial (which would have been the third trial on damages). The team that handled this case won "Litigator of the Week."

- We recently obtained a significant post-trial victory in an expedited Delaware Chancery litigation before VC Cook on behalf of our client **Arranta Bio MA, LLC** dismissing our adversary Thermo Fisher Scientific's claims that it was entitled to terminate the parties' plasmid supply agreement for convenience and force Arranta into a three-year non-compete obligation. Before trial, both sides engaged in extensive document discovery and motions to compel, including Arranta's successful challenge to Thermo Fisher's privilege log that used identical boilerplate subjects for over 95% of the entries and contained more than 500 entries that failed to identify the lawyer whose advice was involved. After multiple rounds of briefing, VC Cook held that Thermo Fisher has waived privilege over nearly all of the entries on its log. Following expedited discovery and a two day trial, VC Cook issued a 70-page post-trial opinion holding Thermo Fisher had no right to terminate the parties' contract for convenience or impose the contractual non-compete obligation on Arranta, and entered judgment in Arranta's favor.

- We represented a **high-profile executive** in his publicized departure from a well-known public company. The executive is a person of public interest, as is his company, which has recently been the subject of publicized controversy. After the company sought to terminate the executive with the bare minimum severance per his agreement, Quinn Emanuel negotiated an ultimate payout many multiples above the original offer and other favorable terms. The executive was extremely pleased with our work and the expeditious, excellent result.

- In a pro bono case, we represented **Amazon warehouse workers** in a dispute involving COVID-19 workplace safety challenges by the New York Attorney General's Office against Amazon, and obtained the desired result of minimizing discovery of the Amazon warehouse workers. We moved to quash oppressive document and deposition subpoenas, and successfully kept production to only a handful of documents. No depositions of the Amazon warehouse workers were taken in this action.

- We successfully represented **Regor Therapeutics** and two of its founders in an action brought by Pfizer for trade secret misappropriation, breach of contract, and breach of fiduciary duty. Pfizer alleged that its former employees, Drs. Qiu and Zhong, had stolen information related to Pfizer's GLP-1 program in founding Regor, a new start-up that had achieved remarkable success in a relatively short period of time. Fact and expert discovery showed that Regor's success was not due to any alleged misappropriation of Pfizer's trade secret and confidential information but that Regor scientists who had never worked for Pfizer had independently developed the company's technology. Following the conclusion of fact discovery and service of expert reports, the parties entered into a confidential settlement agreement favorable to Regor.

- We represented **an insurance brokerage firm** after the filing of confidential arbitration against a former employee regarding allegations of discrimination and obtained a favorable settlement for the firm's client.

- We represented **a technology company** in response to a demand letter of an employee asserting allegations of discrimination and obtained a favorable settlement on behalf of the firm's client.

- We represented **an investment bank** in response to a demand letter from an employee asserting allegations of discrimination and obtained a favorable settlement on behalf of the firm's client.

- We were retained by a **software and technology-focused private equity fund** to assist in a partnership dispute involving breach of restrictive covenants by a co-founder involving hundreds of millions of dollars. Quinn Emanuel successfully developed an aggressive strategy that helped resolve the disputes before the need to file litigation.

- We successfully represented a **private equity firm** in an international arbitration against a former partner, in which the partner asserted an entitlement to carried interest and other benefits. Following a full hearing of the claim before the Hong Kong International Arbitration Centre, the Tribunal dismissed the claim for carried interest, as well as all other material claims, and ordered the partner to pay our client's costs.

- We represented the **National Women's Law Center (NWLC)** and 37 additional organizations as amici curie, in support of a teacher who alleged he was fired from his job as a teacher at a religious school in retaliation for his holding a student assembly on race. In our *amicus* brief on appeal, we argued that: (1) whether the teacher was a "minister" is a fact-intensive inquiry; and (2) an expansive reading of the "ministerial exception" would undermine important anti-discrimination protections for many people who experience significant rates of workplace discrimination. In dismissing the school's appeal the 10th Circuit noted that whether the teacher was a "minister" presented a factual dispute to be resolved at trial, consistent with our *amicus* brief.

- We represented **Barrick Gold of North America, Inc., the Board of Directors of Barrick Gold of North America, Inc., and Barrick U.S. Subsidiaries Benefits Committee** in a class action filed by two former Barrick Gold employees in which they alleged that Defendants breached their fiduciary duties of loyalty and prudence in violation of ERISA by purportedly failing to, among other things, investigate and select lower cost alternative investment options for the plan and monitor or control the plan's recordkeeping expenses. Quinn Emanuel filed a motion to dismiss the complaint, arguing that Plaintiffs' claim that the plan's investment options were more expensive than allegedly similar investments was inaccurate. Plaintiffs were not only making comparisons between dissimilar investment options, but they were also citing incorrect plan expense ratios that, when corrected, showed that the plan's investment options were actual cheaper than the ones Plaintiffs cited as examples of "prudent" investment choices. The plan documents also proved that the plan administrator had acted prudently, renegotiating recordkeeping fees 17 times with the recordkeeper and

consistently lowering the fees. The Court agreed and dismissed Plaintiffs' Amended Complaint with prejudice.

- In a pro bono case, we represented **Ms. Sarat Marcos Zacarias**, a garment worker who worked 14-hour days for several years and was paid slightly over 2 dollars an hour, way below the minimum wages. We took her case and tried it before the California Labor Commissioner and obtained a judgment of $392,595.15. As told by our pro bono co-counsel, this judgment is "one of the largest garment victories [she] could remember."

- Quinn Emanuel successfully obtained a preliminary injunction for its client, **Farmer's Business Network, Inc. ("FBN")**, in South Dakota state court after filing the complaint in May 2020 and conducting an in-person, 2-day bench trial only six weeks later (at the height of the COVID pandemic in the United States). The South Dakota court adopted all of Quinn Emanuel's arguments and evidence, and issued a preliminary injunction to enforce a non-compete agreement against Ron Wulfkuhle, thereby prohibiting him from working for his new employer and FBN competitor, Inari Agriculture Inc. ("Inari").

- We represented world tennis champion **Naomi Osaka** in a lawsuit filed by her former tennis coach in Broward County Circuit Court, which sought 20% of her tennis earnings after she was crowned reigning champion at the U.S. Open and Australian Open in 2018, and was ranked #1 by the Women's Tennis Association. Ms. Osaka and her family achieved a rare victory in Florida state court: obtaining a complete dismissal of the plaintiff's claims on an initial motion to dismiss. The decision is a landmark in the protection of young athletes.

- We represented **Mercuria Energy Trading, Inc.**, and several affiliates in a breach of contract case and obtained a complete victory before the Second Circuit, which affirmed in its entirety the order of the District Court for 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. The District Court issued a 32-page opinion agreeing with our position across the board and dismissing the complaint in its entirety with prejudice. In affirming the District Court's order, the Second Circuit fully adopted the reasoning set forth in the District Court's opinion and our briefs.

- Quinn Emanuel 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.

- Quinn Emanuel represented a group of 15 investment banking professionals in a confidential FINRA arbitration regarding alleged restrictive covenant and trade secret misappropriation.

- In a pro bono case, we represented **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. 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. 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 finalized a settlement with the City that was eight times the initial offer.

- In a pro bono case, we represented **a plaintiff** alleging wrongful termination and retaliation claims against a former employer under federal, state, and local law. The case settled following the close of discovery.

- Quinn Emanuel 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 technology startup **C3 IoT** in a case involving a former salesperson who claimed the company wrongfully terminated him and owed him hundreds of thousands of dollars in commissions. After four years of litigation, a jury rejected all of the plaintiff's claims, resulting in a complete defense victory.

- 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 represented 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 represented **Freedom For All Americans** and more than 200 corporations in submitting a 2019 *amicus* brief to the Second Circuit Court of Appeals (rehearing a case *en banc*) that argued that Title VII's prohibitions on discrimination against of employees "because of … sex" includes a prohibition on discrimination based on sexual orientation. The brief also argued that LGBTQ non-discrimination and inclusion are good for business and the economy. The companies signing onto the brief include the interests of greater than 7 million employees, a wide variety of industries, and more than $5 trillion in revenue.

- 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 with prejudice.

- 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, 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. 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 Appeals 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.

- 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 media 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, over the next two years her duties were reduced to almost nothing, and 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 for 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 **Avery Dennison** when it hired a salesperson from 3M, who, unbeknownst to Avery, secretly took proprietary 3M documents with him when he left the company. Alleging trade secret misappropriation, 3M sued both Avery and the employee. After a 3-month jury trial, we persuaded the jury that Avery had no knowledge of the employee's activities and obtained a complete defense verdict.