Domestic U.S. Arbitration

Our arbitration practice has always been one of the cornerstones of our firm. We have done scores of arbitrations. Our lawyers not only have broad experience as advocates, but some also have substantial experience as chairs or members of arbitration panels.

As advocates, many of our arbitration lawyers have decades of experience in arbitrating complex cases in virtually every area of business endeavor, and under virtually all institutional arbitration rules and domestic laws, as well as *ad hoc* arbitrations not tied to any institutional rules.

As arbitrators, our lawyers regularly serve on panels in major arbitration proceedings which involve business disputes of all kinds. This gives us invaluable perspectives on how to most effectively present all aspects of a cases to arbitration panels. Our partners have been and are members of the most prestigious arbitration panels in the U.S., including the Large Complex Case Panels of the AAA, and the Center for Public Resources arbitration panel.

As arbitration scholars, we work hard to stay abreast of—and contribute to—important developments in arbitration. The former head of our arbitration practice, Fred Bennett, was a member of the Board of Directors and the Executive Committee of the American Arbitration Association. We regularly sponsor and present arbitration seminars for clients and arbitration practitioners.

Our Alternative Fee Structures

We also *proactively* propose alternative fee structures when we believe that would be mutually beneficial for us and our clients. These may include full or partial contingency fee arrangements; flat fees for specific tasks or phases of the arbitration process; success fees for achieving pre-defined results—for clients as claimants as well as respondents; and hybrid combinations of these fee structures.

RECENT REPRESENTATIONS

- We prevailed in a FINRA arbitration against an international financial services company and obtained a $16.5 million award.

- We recently achieved a very significant settlement for two solar power executives and entrepreneurs just days after closing arguments in an arbitration. The adversary had made a settlement offer of essentially nothing the week before – but, after learning the award was about to issue right after argument, the adversary hastened to settle the matter with urgency and on very favorable terms for the clients.

- We recently achieved an appellate victory for **BlackRock s**ubsidiary Tennenbaum Capital Partners (TCP), convincing the California Court of Appeal to reject a challenge to an arbitration award by TCP's former general counsel. The former in-house lawyer was attempting to invoke the California Labor Code to alter an arbitration award relating to sharing of carried interests, and the Court of Appeal rejected each of his arguments.

Attorney Advertising. Prior results do not guarantee a similar outcome.

- We represented an international food processing company and its subsidiary (the "Seller") in a $200 million+ post-closing purchase price adjustment dispute against a U.S. food processing company (the "Buyer") following the multi-billion dollar sale of the Seller's subsidiary. The Buyer challenged the Seller's historical accounting practices and claimed that the Seller owed the Buyer a nine-figure reduction in the agreed-upon purchase price. Following an 18-month process, involving over 300 pages of combined submissions, the Accounting Firm ruled in favor of Seller on over 95% of the disputed amounts.

- 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 an arbitration Sarkisian filed 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. Sarkisian brought claims against USC for wrongful termination, and breach of contract, among others, seeking 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 client **Oxy USA, Inc.,** against SandRidge Exploration and Production LLC stemming from SandRidge's breach of its contractual obligation to provide a minimum quantity of natural gas for processing under a gas treatment agreement, winning a $70 million arbitration award.

- We represented **National Australia Bank** in a FINRA arbitration against Goldman Sachs arising out of Goldman's sale to NAB of $80 million of CDOs in which it alleged that Goldman fraudulently misrepresented that the investment was highly-rated and "stable," 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. After a three-week arbitration hearing, the panel awarded NAB $100 million, one of the three largest in the history of FINRA.

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

- We represented **Vantage Drilling International** as the claimant in an ICDR arbitration against a multinational energy company alleging the wrongful termination of a long-term

deepwater drilling contract. The arbitration resulted in a $720 million award in Vantage's favor that was confirmed by the District Court in the Southern District of Texas.

- We represented **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. After initiating two ICC arbitration proceedings and proceedings in the Commercial Court in London, we obtained a full exit for our client, together with the transfer to them of substantial additional intellectual property, so that our client can now enter into alternative commercialization arrangements with a new partner.

- We represented **a pharmaceutical company** in securing a 9-figure settlement for 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 represented a **subsidiary of JP Morgan** in defeating two 28 U.S.C. § 1782 petitions for discovery in aid of foreign proceedings to confirm an arbitration award. The court denied both 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, creating new case law in the process.

- We represented 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.

- We represented **Wellquest International, Inc.** in an appeal from a trial court order denying a motion to compel arbitration. 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 were "related to" the audit clause, those claims must be arbitrated.

- We represented **Rosen Capital Partners** in obtaining an award of $89 million, including interest, which The Wall Street Journal described as one of the largest investor arbitration awards ever issued by a FINRA arbitration panel. The award was confirmed by the Los Angeles Superior Court and the California Second District Court of Appeal.

- We represented **Vermillion, Inc.** and **Bio-Rad Laboratories, Inc.** in arbitration 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, ultimately obtaining rulings of no liability. .

- We represented **GK Films**, a financing, production and sales company that has produced films such as "The Departed" in a motion picture financing dispute against Aurelius Films. Under a sales agency agreement, GK agreed to market and license the international rights to a film then entitled "Medallion," but subsequent actions by Aurelius effectively cut GK out of the transaction. We convinced the arbitrator that Aurelius' actions breached reps and warranties in the agreement and the implied covenant of good faith and fair dealing. The arbitrator awarded GK Films damages of $1.3 million plus 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 represented 11 individual Respondents against claims by their former employer, Smith Barney, 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.

- We represented **Houston Casualty Company and CineFinance Insurance Services (HCC)** in a dispute concerning the financing of a motion picture titled "Tekken." When the film was delayed in completion, one financier initiated an arbitration against HCC seeking $15.8 million. The arbitrator found that the financier knew the film could not be completed by the stated delivery date and therefore waived the date. The arbitrator awarded HCC a complete victory, including an award of $3.9 million attorney's fees and costs.

- We represented **Ortho-McNeil**, a Johnson & Johnson subsidiary, in a victory that made an important new law narrowing "manifest disregard of the law" as a ground for district court vacatur of arbitral awards. Some courts have treated this ground as a 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 rejected this approach, and remanded 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 worth billions of dollars in annual sales.

- We represented **Toshiba Corporation** in a patent license dispute against Coby Electronics, a manufacturer of DVD video players, for unpaid and underreported royalties, winning an $18.5 million dollar AAA/ICDR arbitration award..

- We represented several Koch Industries subsidiaries (collectively, **"INVISTA"**), in obtaining dismissal of an appeal to the Third Circuit by French chemicals firm Rhodia S.A. ("Rhodia") from a district court's denial of Rhodia's motion to dismiss or stay based on a ruling in a parallel arbitration. The Third Circuit held that a defendant may not obtain a stay of litigation in favor of a foreign arbitration pursuant to the FAA when the arbitral tribunal has already rejected the defendant as a party to the foreign arbitration, allowing INVISTA's claims against Rhodia to proceed.

- We represented **Sequus Pharmaceuticals, Inc.** in an appeal to the Ninth Circuit regarding whether a district court has removal jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, where the defendant raises an affirmative defense related to a foreign arbitral award. The Ninth Circuit agreed with Sequus that the removal provision should be construed broadly (unlike most removal provisions) to allow removal so that it provides a meaningful shield against litigation that seeks an end run around foreign arbitration.

- We represented **DIRECTV** in AAA arbitration against a former retailer seeking millions in damages for wrongful termination and the decision to limit that retailer's operation to state of Colorado. The arbitrator denied all of the retailer's claims, simultaneously granting DIRECTV damages for its counterclaims and approximately $1.3 million in attorneys' fees and costs.

- We represented **DIRECTV** in *Garcia v. DIRECTV*, obtaining a grant of certiorari from the U.S. Supreme Court on the propriety of classwide arbitration under the Federal Arbitration Act. On remand, the California Court of Appeal held for the first time that whether an arbitration agreement governed by the FAA permits classwide arbitration must be determined by the arbitrator, not the courts, reversing long-standing California law.

- We represented **DIRECTV** in *DIRECTV v. NWS*, which resulted in a multi-million dollar arbitration award for DIRECTV based on claims of fraud, signal theft and commercial misuse.

- We represented **DIRECTV** against claims of unfair business practices arising out of DIRECTV's policies relating to its Pay-Per-View programming. We obtained a complete defense award in a putative classwide arbitration.

- We represented **Film Finances, Inc.** in an arbitration against Fortis Bank concerning the financing of Spike Lee's film, "Miracle at St. Anna." Fortis 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 dismissed the claim by Fortis and awarded Film Finances declaratory relief and its attorney's fees and costs.

- We represented **a global telecommunications company** in two contract disputes arising from the parties' fifteen year relationship. In one of these, we successfully represented our client in the Federal Circuit in an appeal that set the standard of review for determining

arbitrability. In the other, we were lead counsel in an arbitration involving multiple claims and cross-claims about other contractual issues, and we ultimately obtained a very favorable settlement for our client.

- We represented **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. The arbitrator sided with our clients and awarded a zero verdict.

- We represented the **Academy of Television Arts & Sciences**, in an arbitration against its sister organization, the National Academy, ultimately obtaining a permanent injunction preventing the National Academy from 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 to challenge 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 by shareholders of an acquired interactive media company invoking 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 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 procure a favorable settlement for 1GlobalPlace on the first day of trial.

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