

RECENT VICTORIES

FIRM OBTAINS \$48 MILLION SETTLEMENT FOR MAJOR SOFT DRINK COMPANY

We represented one of the nation's leading soft drink companies in connection with the termination of its rights to distribute a leading energy drink in several states. When the supplier of the energy drink refused to pay our client a termination fee, we filed for expedited arbitration and, over the supplier's objection, obtained an order requiring the arbitration hearing to commence within 90 days. Keeping the pressure on, we promptly filed a motion for summary judgment seeking dismissal of the supplier's counter-claims, which would have left it essentially defenseless. The day after our summary judgment motion was filed, the supplier requested settlement discussions, which resulted in a \$48 million settlement for our client (paid the day the supplier's summary judgment opposition was due).

FIRM OBTAINS "NO LIABILITY" ARBITRATION AWARD FOR WELL-KNOWN TALENT AGENCY

The Firm was hired by a well-known talent agency to help it collect unpaid commissions from an Academy Award® nominated film editor that were due our client in connection with multiple feature film projects. The editor refused to pay the commissions, alleging that our client's agency contract had been fraudulently induced and contained mistaken terms. We presented our client's claims in a bifurcated arbitration before the International Film and Television Alliance. After considering the evidence—including our cross-examination of the editor and his new talent agent—the arbitrator issued an award finding that our client's agency contract was valid and binding for the full length of its term, thus entitling our client to its full commission on all of the applicable projects.

TOTAL ARBITRATION VICTORY FOR DIRECTV

The DIRECTV Group retained the Firm to pursue breach of contract claims against a former DIRECTV dealer. After taking discovery that made the former dealer's liability clear, we obtained an arbitration award of all damages sought, in addition to attorneys' fees.

UNPRECEDENTED INJUNCTION IN TRADEMARK DISPUTE

The Firm recently obtained an extraordinary preliminary injunction to protect the trademarks of one of its clients, a software company. Due to time constraints, we were unable to conduct market research showing that our client's marks had secondary meaning and were therefore entitled to protection under the Lanham Act. Instead, we presented the court with evidence that our client's competitor directly copied the marks as part of a scheme to confuse, and ultimately steal, customers and potential customers. The court agreed with our argument that the deliberate copying supported an inference of secondary meaning because the competitor also sought to confuse consumers into believing they were perusing our client's website instead of the defendant's site. The court's order, which adopted nearly verbatim our arguments, enjoined the competitor from engaging in the complained-of conduct, including the use of our client's trademarks in URLs, as key words to generate search results and as metadata.

FIRM OBTAINS EIGHT MILLION DOLLAR ARBITRATION AWARD

The Firm was hired to represent an individual in a stock option dispute with his brother and his brother's company (a national public lumber company). The dispute was extremely contentious. To make matters worse, when we were hired our client was already represented by another firm, which had fallen behind in discovery and was facing a motion for summary judgment brought by the respondents. The summary judgment motion argued that our client was not owed any stock because our client exercised his option several days late and, in the alternative, that our client was owed a small fraction of the stock otherwise due to him because of a call option that was triggered when our client failed to pay the company for withholding taxes due on the stock award. Either outcome would have been devastating to our client. Our Firm defeated the summary judgment motion and, following a two-week arbitration hearing in Boston, our client was awarded stock valued at approximately \$8.3 million.

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COMPLETE DEFENSE JUDGMENT IN BREACH OF CONTRACT ACTION

Together with Quinn Emanuel Urquhart Oliver & Hedges, we defended one of the nation's largest retailers against a claim that changes to the software used in operating its tool rental business breached a nondisclosure agreement. The plaintiff sought disgorgement of tens of millions of dollars that our client earned as a result of the alleged breach. Following a weeklong bench trial in federal court, we obtained a complete defense judgment.

"WALK-AWAY SETTLEMENT" IN TRADE SECRETS CASE

Our clients, a local restaurant company and its executives, were sued by a national sandwich chain for alleged trade secrets theft and violation of non-compete agreements. We were hired to replace a law firm that had "defended" the case for several months, with nothing to show except large legal bills and an adverse court ruling. Our strategy was to short-circuit the plaintiff's case by putting it on the defensive and subjecting it to sanctions under California's trade secrets law. We sought to quickly establish that the plaintiff did not have protectable trade secrets through deposition of the plaintiff's founder. At the same time, we filed a "no evidence" summary judgment motion in state court. Concerned that plaintiff would attempt to dismiss its California state court case and re-file in its home state, we also filed a federal declaratory judgment action in the Central District of California. Within days of filing our summary judgment motion and the federal action, the plaintiff agreed to dismiss all of its claims, with prejudice, at no cost whatsoever to our client.

FANTASTIC RESULTS IN *HANNAH MONTANA* CASE

The Firm represented NAACP Image Award winner Morris Taylor "Buddy" Sheffield in a breach of contract lawsuit against defendant ABC Cable Networks Group concerning the creation of the hit television show *Hannah Montana*. Our team beat defendant every step of the way, starting with early depositions of defendant's development executives concerning the creation of *Hannah Montana*. We later were awarded tens of thousands of dollars in monetary sanctions in connection with our successful motion to remand the case from federal court (defendant had strategically removed the case based upon a copyright preemption theory). Upon remand to state court, we obtained an order requiring defendant to provide detailed financial discovery for *Hannah Montana*; we also defeated defendant's motion to delay the trial. Defendant settled the matter on confidential terms less than four weeks before the jury trial was scheduled to commence in Los Angeles Superior Court.

BMCH SETTLES SATELLITE CONTROL CONTRACT DISPUTE

The Firm recently obtained a favorable settlement in a contract dispute related to the provision of satellite tracking, telemetry and control services. Following months of unsuccessful negotiations between the parties, we were hired to pursue arbitration. Our arbitration demand highlighted the respondent's inequitable and unfair conduct in breaching the contract and explained why our client was entitled to full recovery. Following the filing and service of the demand, the opposing side asked to renew settlement discussions. The Firm was able to obtain resolution of the client's claims on terms more favorable than had been previously offered.

ANOTHER QUICK RESOLUTION OF A PROPOSED CLASS ACTION

The Firm was hired by a national beverage company to defend against claims that labels on certain of its drink products were misleading. Joining forces with Baker Botts' Dallas office, we removed the case to federal court under the Class Action Fairness Act, which we followed with a motion to dismiss the entire complaint on the grounds that the claims were preempted by federal labeling laws and that the complaint otherwise failed to state claims for which relief could be granted. Plaintiff agreed to settle his individual claims and dismiss the entire action with prejudice shortly after receiving our motion to dismiss. Although the terms of the settlement are confidential, the settlement amount was significantly less than the costs to complete the briefing of our motion to dismiss.