

**quinn emanuel trial lawyers**  
quinn emanuel urquhart & sullivan, llp

## Recent Construction Representations

- We obtained a \$15 million settlement in a real estate dispute involving large, multi-use development in Los Angeles County.
- We represented **Infinity World**, a subsidiary of Dubai World, one of the world's largest holding companies, in its dispute against MGM MIRAGE over the funding of the \$8.5 billion CityCenter project in Las Vegas. A little over one month after we filed a complaint against MGM in the Delaware Chancery Court, MGM and CityCenter's lenders capitulated to Dubai World's demands. MGM agreed to fund its remaining equity contributions, to be solely responsible for potential cost overruns, and to pledge additional collateral as security for its funding obligations. CityCenter's lenders agreed to fund the full \$1.8 billion promised under CityCenter's senior credit facility. The settlement ensures that the CityCenter project, which is expected to be a powerful engine for growth and employment in Las Vegas and Nevada, will be completed.
- We represented **GE Energy** in a suit brought by the New York Power Authority claiming in excess of \$ 75 million in damages in the construction of an electrical generating plant in Queens, New York that was widely praised as one of the best constructed and operating power plants in the United States.
- More than a week after trial began, after having no prior involvement in the case, we stepped in and assumed the role of lead trial counsel representing a Southern California **developer** of open-air "lifestyle" shopping centers against the nation's second largest mall developer. Our client had brought claims against the mall developer for interference with prospective business relations based on threats the mall developer allegedly made against a prominent nationwide restaurant chain to discourage the chain from becoming an anchor tenant in our client's new shopping center across the street from the super-regional mall owned by the defendants. Over the next handful of weeks, we conducted most of the witness examinations, the closing argument, and the punitive damages phase of the trial. The jury awarded our client the full amount of compensatory damages requested -- \$74 million, and an additional \$15 million in punitive damages, for a total award of \$89 million. The mall developer is currently appealing the judgment.
- We represented **Hot Creek Developers** in a breach of contract action against the Town of Mammoth Lakes. It was for breach of a statutory development agreement under CA law executed in 1997. Our client had agreed to invest millions of dollars to improve the infrastructure at the Mammoth Yosemite Airport. In exchange, our client received the right to construct a 250 unit hotel and residential condominium

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Prior results do not guarantee a similar outcome.

project on 25 acres at the airport, along with an option to purchase the property. In 2004, the Town told our client that the project could not proceed and the option to purchase would not be recognized because of objections by the FAA pursuant to the Town's FAA grant assurance contracts. Because satisfaction of FAA grant assurance objections were not a condition of the contract, this was a repudiation and breach. The jury agreed.

- We represented **Marine Power & Equipment Co.** and the **State of Washington**, arising out of a design and build contract for six 300-plus foot ferries. The principal allegation was that the State ordered changes to the design which won the bidding contest for this fixed price contest but did not want to pay the additional costs associated with the change orders. We settled the case for 3 million.
- We represented **GE Energy** in a suit brought by Calpine claiming that the \$ 28 million termination fee for cancelling a contract to purchase a combined cycle gas turbine for a power plant was an unlawful and unenforceable "penalty". We settled the case settled on very acceptable commercial terms for GE.
- We represented a real estate company responsible for the development of major commercial structures in downtown Los Angeles in a dispute of the alleged right to share in the profits of such ventures. After bifurcated jury and judge trials, we settled case on grounds on basis favorable for the client.
- We represented **Jacobs Engineering** in a related domestic and international arbitrations involving claims for the defective design and manufacture of a semiconductor facility located in the south of France. We obtained an award exonerating Jacobs from liability and awarding costs and attorneys' fees.
- We represented the **Parsons Corporation** in an ICC international arbitration proceeding in Lima, Peru—the first ICC arbitration held in Peru—relating to construction management of a multi-use project in Lima. We successfully limited plaintiff's claims to damages by application of a damage formula prescribed in the contract.
- One of our partners represented the **New York State Housing Finance Agency** as lead counsel in a \$150 million arbitration brought by Riverbay Corpover regarding alleged design and construction defects and delays in the building of seven huge multi-levels garages located in Co-Op City in the Bronx, New York. After a two-month long, politically charged arbitration, the panel rejected the owner's primary claims, saving the State approximately \$100 million.
- One of our partners represented **Inepar**, a Brazilian-based construction and telecom company, in a surety dispute arising out of alleged construction defects and delays on two off-shore oil conversion platforms in the Campos Basin.

- We represented an individual plaintiff in a real estate development suit against his civil engineering company over their failure to properly and timely perform their contractual obligations, breach of an oral contract, and fraud. We were substituted in as counsel after the case had been going on for two years. Inexplicably, there had been no motion practice, so there were a number of significant legal issues that had never been briefed or litigated. We won on a breach of written contract claim and on a fraud claim, even though the written contract had a limitation of liability provision. The jury awarded a little more than \$4 million in damages.
- We obtained summary adjudication of \$50 million in implied warranty claims asserted in claims action against **KB Home** based upon the waiver of all implied warranties included in KB Home sales documentation.
- We represented the **Los Angeles Times** in a dispute over the design and construction of its state-of-the-art Los Angeles printing plant.