



## Sean J. Kirby

Associate

New York  
30 Rockefeller Plaza  
New York, NY 10112

Tel: 212.634.3023  
Fax: 212.655.1723  
[skirby@sheppardmullin.com](mailto:skirby@sheppardmullin.com)

### PRACTICE AREAS

- Labor and Employment
- Litigation

### OVERVIEW

Sean Kirby is an associate in the Labor and Employment Practice Group in the firm's New York Office.

### Areas of Practice

Mr. Kirby has experience representing management in a variety of employment-based matters in both judicial and arbitral forums, including disputes relating to discrimination and harassment allegations, breach of restrictive covenants and employment agreements, and wrongful termination. Mr. Kirby also counsels employers on labor and employment issues, including wage and hour matters, personnel policies and internal investigations.

Mr. Kirby also has experience representing clients in a variety of general commercial and financial disputes including breach of contract, securities and accounting fraud. In addition, Mr. Kirby has experience representing clients in disputes over copyright and trademark infringements.

### EDUCATION

- J.D., Fordham University, 2006, *cum laude*
- B.A., LeMoyne College, 2001, *cum laude*

### CLERKSHIPS

- Interned for the Honorable Kevin T. Duffy, U.S. District Court for the Southern District of New York

### ADMISSIONS

- New York
- New Jersey
- United States District Court for the Southern and Western Districts of New York
- United States District Court for the District of New Jersey

### EXPERIENCE

The following are examples of representative matters Mr. Kirby has worked on:

- Assisted in the ongoing representation of a large U.S. and international financial conglomerate in connection with a nationwide federal False Claims Act and California state False Claims Act investigations, related civil qui tam action, and related arbitration.

- Assisted in the representation a multinational conglomerate corporation in an international arbitration concerning an advanced technology distribution and licensing agreement.
- Assisted in the representation of a former international fund manager in wave of SEC “market timing” prosecutions.
- Assisted in the representation the former Ambassador from Bosnia to the United Nations in connection with his extradition proceedings, which resulted in the landmark decision by the Second Circuit reversing the District Court’s denial of the Ambassador’s petition for writ of habeas corpus and holding that he may not be extradited pursuant to the request that had been made by the Bosnian government.
- Assisted in the representation of hotel managers and owners in arbitrations and litigations concerning the termination of hotel management agreements. Assisted in the successful defense of a coordinating entity for a global network of accounting firms against a \$178 million dollar accounting malpractice claim in Florida state court.
- Assisted in the representation of Final Analysis Communication Services, Inc. in an action against General Dynamics Corp. for breach of satellite system construction agreements and strategic equity partnership agreements. The trial in the action resulted in a jury verdict in favor of Final Analysis in the amount of \$159,900,000.

**HONORS**

- Rising Star, Employment & Labor, *New York Super Lawyers*, 2011

**MEMBERSHIPS**

- Member, New York State Bar Association

**ARTICLES**

- Condo Hotels As Securities, *HotelExecutive.com*, July 1, 2008
- Arbitrating Hotel Management Agreement Disputes: Beware of "Arbigation", *Hotel Executive.com*, March 1, 2008

**Corporate & Securities Law Blog Articles**

- "Second Circuit Vacates Dismissal Of Securities Fraud Claims Holding That Mutual Funds' Alleged Misrepresentations Regarding Payment Of Transfer Agent Fees Were Material", March 1, 2010

**Labor & Employment Law Blog Articles**

- "Ninth Circuit Finds Employment Agreement Ambiguous As To Whether An Employee's "Ideas" Were Assigned To Employer ", August 4, 2010

**New York Commercial Division Round-Up Blog Articles**

- "Untimely Filing Of Motion To Dismiss Does Not Warrant Automatic Dismissal Where Motion Is Meritorious And Opposing Party Will Not Be Prejudiced", January 27, 2011
- "Commercial Division Provides a Reminder to Practitioners that Failing to Plead All Elements of a Breach of Contract Action Will Result in Dismissal," September 8, 2010