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§ 6103

Attorneys for Respondent  
THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

ENERGY POLICY ADVOCATES,  
Petitioner,

v.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,  
Respondent.

Case No. 22STCP03214  
Assigned to: Hon. James C. Chalfant,  
Dept. 85

**DECLARATION OF CARA  
HOROWITZ**

Action Filed: August 30, 2022

1 I, Cara Horowitz, declare and state as follows:

2 1. I am currently the Executive Director of the Emmett Institute on Climate Change  
3 and the Environment (the “Emmett Institute”) at the University of California, Los Angeles School  
4 of Law (“UCLA Law”), where I also serve as the Director of the Frank G. Wells Environmental  
5 Law Clinic (the “Wells Law Clinic”). The matters stated herein are true based on my own  
6 personal knowledge and experience, unless otherwise stated on information and belief.

7 2. I received a Bachelor of Arts degree in Molecular Biochemistry and Biophysics  
8 from Yale University in 1996, followed by a Juris Doctor degree from UCLA Law in 2001.  
9 Following a clerkship for the Honorable Dorothy W. Nelson of the United States Court of  
10 Appeals for the Ninth Circuit, I worked in private legal practice at a law firm and then at a non-  
11 profit between 2002 and 2008.

12 3. I joined the UCLA Law faculty in 2008. My academic focus at UCLA Law is, and  
13 has been, climate law and policy, sustainability, and related environmental law and policy topics.  
14 In addition to teaching a range of traditional courses at UCLA Law, much of my time and focus  
15 has been on experiential and clinical programs at UCLA Law.

16 4. The Emmett Institute was established in 2008. The Emmett Institute is the central  
17 environmental law hub at UCLA Law. It is home to faculty members with expertise on a range of  
18 environmental law issues, as well as fellows and staff. The Emmett Institute’s faculty, fellows,  
19 and staff undertake research and teach students about issues ranging from climate change  
20 mitigation to air pollution control to natural resources management. The Emmett Institute’s work  
21 advances the core mission of UCLA Law through teaching, research, and service to communities.  
22 As Executive Director, I manage the Emmett Institute’s team members, counsel students, and  
23 help to set the direction of its work, along with our core faculty. I teach classes in environmental  
24 law and climate change law and policy, including the Wells Law Clinic.

25 5. The Wells Law Clinic is one of many experiential programs operated by UCLA  
26 Law. As with all of UCLA Law’s other “live-client” legal services clinics I am aware of, the  
27 Wells Law Clinic allows students to work on actual legal matters under the supervision of  
28 practicing attorneys. I have served as the Director or Co-Director of the Wells Law Clinic since

1 2008 and have supervised much of the legal work performed through the Wells Law Clinic,  
2 among other roles. The practice area in which the Wells Law Clinic operates is environmental  
3 law. The Wells Law Clinic often works on legal matters related to climate change, but it has also  
4 represented clients in connection with legal matters related to plastic pollution, water pollution,  
5 lead soil contamination, air pollution, endangered species conservation, and other environmental  
6 issues.

7         6.         The Wells Law Clinic's staff of practicing attorneys typically consists of the  
8 Director (at this time, me), a Supervising Attorney, and often legal fellows, who are licensed  
9 attorneys. All of these attorneys work with, supervise, mentor, and teach the UCLA Law students  
10 who join the Wells Law Clinic by enrolling in a six-unit course. Of course, much of the work and  
11 communications generated by the Wells Law Clinic are electronic. For such purposes, the Wells  
12 Law Clinic uses a compartmentalized document-storage system that is set up to be accessible  
13 only to the staff and current students of the Wells Law Clinic.

14         7.         Consistent with other similarly situated law clinics that I am aware of, the Wells  
15 Law Clinic seeks to provide real-world, hands-on experience to UCLA Law students by allowing  
16 them to provide legal services to clients through an attorney-client relationship, supervised by  
17 practicing attorneys. By representing clients, students build skills in professional responsibility,  
18 legal research and writing, client communication, advocacy strategy, teamwork, and relevant  
19 substantive areas of the law.

20         8.         Providing students with an opportunity to represent real-world clients through  
21 attorney-client relationships is a core strategy of clinical legal education. Creating attorney-client  
22 relationships and then respecting the boundaries and duties that arise from those relationships are  
23 necessary components of our approach to teaching students important lessons about attorney  
24 codes of conduct and professional responsibility. One of the goals of the Wells Law Clinic is to  
25 teach students how to be ethical and responsible attorneys. Thus, the Wells Law Clinic uses  
26 attorney-client relationships as a teaching platform for those lessons, and itself aims to ensure that  
27 it abides by the legal and ethical strictures and obligations of a true attorney-client relationship.  
28 Anything less would do a disservice to our students and would negatively impact their legal

1 education. Anything less would also, of course, violate the duties of the Wells Law Clinic  
2 attorneys to their clients.

3 9. The Wells Law Clinic has had numerous clients over many years, including non-  
4 profits, tribal governments, and private parties. Some of the representations taken on by the Wells  
5 Law Clinic have involved direct client representation in pending litigation in which our client is  
6 party. But other representations have included drafting and filing amicus briefs, researching and  
7 developing strategies related to policy advocacy, and providing legal advice outside of pending  
8 litigation. The range of legal services provided by the Wells Law Clinic is therefore not dissimilar  
9 from that provided by private law firms, which in my experience often provide legal advice to  
10 clients in a wide range of circumstances well beyond appearing as counsel of record in pending  
11 litigation.

12 10. When taking on new clients and/or representations, the Wells Law Clinic enters  
13 into formal, written agreements with our clients. The purpose of these agreements is to define the  
14 terms and scope of the engagement and to memorialize the establishment or expansion of the  
15 attorney-client relationship as between the Wells Law Clinic and its clients. Among other things,  
16 our agreements with clients generally discuss responsibility for attorneys' fees and costs,  
17 including, in some situations, the circumstances in which the Wells Law Clinic shall be entitled to  
18 monetary compensation for its provision of legal services.

19 11. The law firm Sher Edling LLP is a former client of the Wells Law Clinic. Sher  
20 Edling LLP retained the Wells Law Clinic in 2018, and the Wells Law Clinic provided various  
21 legal services to Sher Edling LLP in 2018 and 2019. Per the Wells Law Clinic's standard  
22 practices, this engagement was memorialized in a written engagement and fee agreement, which  
23 was executed on February 4, 2018, by my former colleague and Wells Law Clinic co-director  
24 Sean Hecht for the Wells Law Clinic, and Vic Sher for Sher Edling LLP. The Wells Law Clinic  
25 and Sher Edling LLP subsequently entered into another agreement on August 16, 2018, executed  
26 by me for the Wells Law Clinic and Vic Sher for Sher Edling LLP, to further extend the duration  
27 and scope of the engagement.

28 12. Consistent with the Wells Law Clinic's standard practices, its engagement and fee

1 agreements with Sher Edling LLP discuss and define the scope of the attorney-client relationship  
2 and the terms under which the Wells Law Clinic would provide legal services to Sher Edling  
3 LLP. One of the terms discussed in the agreements is the attorneys' fees and expenses associated  
4 with the Wells Law Clinic's provision of legal service to Sher Edling LLP. While the specific  
5 terms agreed to by the Wells Law Clinic and Sher Edling LLP regarding attorneys' fees are  
6 privileged, the agreements do provide that the Wells Law Clinic will receive monetary  
7 compensation for its provision of legal services if certain conditions are met. In part because of  
8 these terms, the Wells Law Clinic has tracked the time its attorneys and law students have spent  
9 providing legal services to Sher Edling LLP, as it has done in connection with representations of  
10 other clients. Again, the specific terms of the agreement between the Wells Law Clinic and Sher  
11 Edling LLP are privileged, but should circumstances arise that permit a fee recovery by the Wells  
12 Law Clinic, it is extremely likely that the Wells Law Clinic's recovery would be significantly in  
13 excess of \$1,000. The Wells Law Clinic has received significant monetary compensation in the  
14 past in connection with other client representations.

15       13.     The attorney-client privilege as between the Wells Law Clinic and Sher Edling  
16 LLP does not permit me to describe the specific topics and legal questions on which the Wells  
17 Law Clinic advised Sher Edling LLP. However, the engagement was set up such that Sher Edling  
18 LLP would request that the Wells Law Clinic provide it with advice and analysis on specific legal  
19 topics and questions, after which the attorneys and students of the Wells Law Clinic would  
20 perform the necessary work and provide the requested legal analysis and advice to Sher Edling  
21 LLP. I am aware that Sher Edling LLP serves as outside counsel to various clients in litigation  
22 matters, and the Wells Law Clinic has received specific requests for legal analysis/advice from  
23 Sher Edling LLP that we have known to relate to specific litigation matters. Yet this is not always  
24 the case, and the Wells Law Clinic has provided legal analysis and advice to Sher Edling LLP  
25 that we have not known to relate to any pending litigation matter. But in either case, Sher Edling  
26 LLP retained the Wells Law Clinic to provide legal services to Sher Edling LLP.

27       14.     At all times during the engagement, the Wells Law Clinic and its attorneys  
28 considered Sher Edling LLP to be its client, and Sher Edling LLP treated the Wells Law Clinic as

1 its counsel. Among other things, the Wells Law Clinic steadfastly maintained confidentiality and  
2 privilege in all aspects of its representation of Sher Edling LLP, just as it does with all clients.

3 15. I am aware that Petitioner Energy Policy Advocates (“Petitioner”) states in its  
4 Opening Trial Brief that the relationship between the Wells Law Clinic and Sher Edling LLP was  
5 such that Sher Edling LLP was effectively an “employee” of the Wells Law Clinic, hired to teach  
6 UCLA Law’s students. This statement has no basis in fact and no aspect of the Wells Law  
7 Clinic’s relationship with Sher Edling LLP bares any semblance to such a relationship. As the  
8 Director of the Wells Law Clinic, I expect that our students will learn how to be practicing  
9 attorneys by engaging in direct client representations through the Wells Law Clinic. And while  
10 our clients very often have experienced in-house counsel of their own, who may naturally provide  
11 feedback and advice that our students can learn from, our clients are certainly not akin to our  
12 “employees.”

13 16. The fact that Sher Edling LLP has lawyers on staff and itself represents clients  
14 does not meaningfully distinguish it from other typical Wells Law Clinic clients. Past clients of  
15 the Wells Law Clinic have included, for example, Earthjustice and the Natural Resources Defense  
16 Council (“NRDC”), major environmental advocacy groups. Both Earthjustice and NRDC have  
17 lawyers on staff with whom our Wells Law Clinic students frequently work, and who themselves  
18 have clients that they represent in litigation. With Earthjustice and NRDC, just as with Sher  
19 Edling LLP, the Wells Law Clinic has entered into attorney-client relationships during the course  
20 of which the Wells Law Clinic attorneys and students provide confidential and privileged legal  
21 advice and services.

22 17. I am further aware that Petitioner contends in its Opening Brief that the  
23 engagements the Wells Law Clinic enters into with some or all of its clients (including Sher  
24 Edling LLP) should not be construed as true attorney-client relationships. To be clear, a  
25 fundamental aspect of live-client clinical legal education is the existence of an attorney-client  
26 relationship between the law clinic and its client. If this relationship did not exist, law clinics like  
27 the Wells Law Clinic would not be able to operate. That is, the Wells Law Clinic tells its clients  
28 that an attorney-client relationship exists and its clients rely on and expect the relationship to be

1 treated as such. If a court were to issue an order stating that the relationships between the Wells  
2 Law Clinic and some or all of its clients are not true attorney-client relationships, or could  
3 somehow be treated differently or with less respect than the relationship between a private law  
4 firm and its clients, the Wells Law Clinic would no longer be able to perform direct client  
5 representations.

6 18. The Wells Law Clinic's staff of attorneys (including me) are all bound by  
7 California's rules of practice, which we could not fully comply with if the Wells Law Clinic were  
8 unable to enter into attorney-client relationships or to respect all of the duties that govern those  
9 relationships. Moreover, as law students must learn the significance and importance of the  
10 attorney-client relationship -- a bedrock principle of our profession -- we simply will not teach or  
11 model for students any conduct that fails to respect the attorney-client relationship or the  
12 attorney-client privilege.

13 I hereby declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct to the best of knowledge. This declaration is executed this 21st day  
15 of November, 2023, in Los Angeles, California.

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18 Cara Horowitz  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 101 California Street, Suite 3800, San Francisco, CA 94111.

On, November 22, 2023 I served a copy  / original  of the foregoing document(s) described as **DECLARATION OF CARA HOROWITZ** on the interested parties in this action addressed as follows:

James K.T. Hunter Attorney for Petitioner Energy Policy  
10100 Santa Monica Boulevard, 13<sup>th</sup> Fl Advocates  
Los Angeles, CA 90067  
Tel: 310-277-6910  
Fax: 310-201-0760  
Email: [jhunter@pszjlaw.com](mailto:jhunter@pszjlaw.com)

- By placing true copies thereof enclosed in a sealed envelope(s) addressed as stated above.
- BY MAIL (CCP §1013(a)&(b)):** I am readily familiar with the firm’s practice of collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice such envelope(s) is deposited with the U.S. postal service on the same day this declaration was executed, with postage thereon fully prepaid at 101 California Street, Suite 3800, San Francisco, California, in the ordinary course of business.
- BY ELECTRONIC SERVICE (CCP § 1010.6; CRC Rule 2.251(g)):** I transmitted the above-stated document(s) and an unsigned copy of this declaration from my computer (electronic notification address [NTPhan@Venable.com](mailto:NTPhan@Venable.com)) located Venable LLP, 101 California Street, Suite 3800, San Francisco, CA 94111 to the interested parties in this action whose names and e-mail addresses are listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail or electronic transmission was agreed upon based on a court order or an agreement of the parties to accept service.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 22, 2023, at San Francisco, California.

  
\_\_\_\_\_  
Kim Nhung Phan