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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 VICTOR M.
SHER**

Action Filed: August 30, 2022

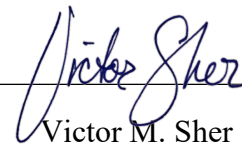
I, Victor M. Sher, declare and state as follows:

1. I am currently a Partner in the law firm Sher Edling LLP (“Sher Edling”). The matters stated herein are true based on my own personal knowledge and experience, unless otherwise stated on information and belief.
2. I received a Bachelor of Science degree from Oberlin College in 1976, followed by a Juris Doctor degree from Stanford Law School in 1980. Prior to founding Sher Edling in 2016, I worked at a number of private law firms and spent more than a decade with the non-profit law firm Earthjustice (then known as the Sierra Club Legal Defense Fund), including about 4 years as its President.
3. Sher Edling’s practice focuses on representing states, cities, public agencies, and businesses as plaintiffs in high-impact, high-value environmental cases. Examples of our work include claims against polluters with respect to land, air, and water pollution and contamination, and claims against fossil fuel companies and others related to the defendants’ failure to warn and campaign of deception about the link between their products and climate change.
4. In 2018, Sher Edling retained the Frank G. Wells Environmental Law Clinic (the “Wells Law Clinic”) to provide it with representation involving pending and anticipated legal proceedings. Sher Edling’s retention of the Law Clinic in this manner (Sher Edling as client; the Wells Law Clinic as counsel to Sher Edling) was memorialized by an initial written agreement and a later extension.
5. Throughout the course of Sher Edling’s attorney-client relationship with the Wells Law Clinic, both I personally, and to my knowledge all other Sher Edling attorneys and staff, believed and relied on the fact that our communications with the Wells Law Clinic fell within the scope of the attorney-client privilege and/or attorney work product doctrine to the same extent and degree as any other attorney-client relationship. If the Court in this action, or in any other

proceeding, were to issue an order holding that the attorney-client privilege is somehow narrowed or constricted with respect to the Wells Law Clinic's representation of its clients, Sher Edling would no longer be able to retain the Wells Law Clinic or any other similarly situated legal clinic.

6. To the best of my knowledge, Sher Edling and its attorneys/staff maintained and respected the privileged nature of all materials and communications that Sher Edling exchanged with the Wells Law Clinic. As the client in its relationship with the Wells Law Clinic, Sher Edling has not, and will not, waive the attorney-client privilege with respect to its agreements with the Wells Law Clinic discussed above.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of November, 2023, in San Francisco, California.


Victor M. Sher

