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STATE PERSONNEL BOARD

IN THE MATTER OF: **REQUEST FOR REVIEW OF PERSONAL SERVICE CONTRACT BY CALIFORNIA DEPARTMENT OF JUSTICE AND LIEFF, CABRASER, HEIMANN & BERSTEIN, LLP** **CONTRACT NO. 23-0279U**	Case No. 23-00052(b) **CALIFORNIA DEPARTMENT OF JUSTICE'S RESPONSE TO REQUEST FOR REVIEW OF PERSONAL SERVICE CONTRACT**

The California Department of Justice files this Compendium of Evidence in support of its Response to Request for Review of Personal Service Contract, Case No. 23-00052(b)-PSC.

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Dated: January 24, 2024

Respectfully submitted,

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Exhibit 1

DECLARATION OF EDWARD H. OCHOA IN SUPPORT OF THE CALIFORNIA DEPARTMENT OF JUSTICE'S RESPONSE TO REQUEST FOR REVIEW OF PERSONNEL SERVICE CONTRACT

(SBP CASE NO. 23-00052(b))

I, EDWARD H. OCHOA, declare as follows:

1. I am an attorney licensed to practice in the State of California and employed by the Office of the California Attorney General as a Senior Assistant Attorney General. In that role, I manage the Environment Section within the Office's Public Rights Division. I have held this position since 2020. I joined the Attorney General's Office in 1990 and worked as a Deputy Attorney General in various sections within the Civil Division before transferring to the Environment Section as a Deputy Attorney General in 2001. In 2018, I was promoted to a Supervising Deputy Attorney General and remained in that position until I promoted to Senior Assistant Attorney General. The facts set forth in this declaration are based on my personal knowledge, except for those facts noted as based on information and belief, which I believe to be true. If called to testify, I could do so competently and truthfully. I submit this declaration in support of the Department of Justice's ("DOJ") response to California Attorneys, Administrative Law Judges, and Hearing Officers in State Employment's ("CASE") request that the State Personnel Board review DOJ's contract with Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") in connection with the DOJ's monumental fossil fuel industry litigation (SBP Case No. 23-00052(b)).

2. The Environment Section enforces state and federal environmental laws affecting California's natural resources, its communities, and public health. By law, the Attorney General has independent authority, acting directly in the name of the People, to act to protect the natural resources of the State of California from pollution, impairment, or destruction; the Environment

Section is deputized to utilize that authority to protect California's communities and environment. The Section's attorneys investigate and litigate matters concerning, among other things, global warming, air and water pollution, toxics exposure and hazardous waste, and natural resources conservation. The Section enforces and defends California's environmental laws, including, for example, the Safe Drinking Water and Toxic Enforcement Act of 1986 and the California Environmental Quality Act (CEQA), and litigates cases to protect Californians and their environment under myriad state and federal laws, as well as the California Constitution and state and federal common law. The Section also represents the Department of Toxic Substances Control in its enforcement of federal and state hazardous waste control laws and the Superfund Law. And finally, the Section also houses the Bureau of Environmental Justice. Since its inception in 2018, the Bureau has made it its mission to ensure compliance with CEQA and land use planning laws, support local governments' efforts to protect the health and safety of their most vulnerable residents, and in the prior federal administration, challenge the federal government's actions that repeal or reduce public health and environmental protections.

3. Some notable matters the Environment Section has recently litigated or otherwise handled include the following:

a. ***Clean Water Act Section 401 Litigation:*** In 2021, the Attorney General continued litigation challenging the Trump Administration's Clean Water Act Section 401 Certification Rule (2020 Rule), which revised U.S. EPA's long-standing water quality certification regulations and guidance to unlawfully curtail state authority under Section 401 of the Act. California has been particularly affected by the 2020 Rule in the context of the U.S. Army Corps of Engineers' reissuance of various nationwide permits under Section 404 of the Act. In July 2021, U.S. EPA sought a voluntary remand of the 2020 Rule without vacatur, which the Attorney General and the multistate coalition opposed, requesting vacatur of the rule. The court granted EPA's remand motion and vacated the 2020 Rule. Intervenors oil, gas, and hydropower groups appealed and sought a stay of the vacatur of the 2020 Rule pending appeal. Both the district court and the Ninth Circuit denied intervenors' request for stay of the vacatur. In April 2022, the U.S. Supreme Court granted intervenors' emergency application for stay and reinstated the 2020 Rule, pending completion of the appeal or the resolution of any petition for

certiorari following the appeal. In 2021, the Attorney General also joined multi-state comments on U.S. EPA's Notice of Intention to Reconsider and Revise the 2020 Rule.

b. ***Stringent GHG and NOx Standards for Light Duty Vehicles:*** The Attorney General and the California Air Resources Board (CARB) continued their efforts in urging the Biden Administration to reduce emissions from the transportation sector and to reaffirm California's authority to do the same. In June 2021, the Attorney General and CARB's Chair testified, and later submitted comments, urging U.S. EPA to restore California's waiver under the federal Clean Air Act for its greenhouse gas (GHG) emissions and zero emission vehicle (ZEV) standards. The Attorney General and CARB also led a coalition in urging the National Highway Traffic Safety Administration to repeal a Trump-era rule, known as the "Preemption Rule," that purported to preempt California's GHG and zero-emission-vehicles standards. In October 2021, the Attorney General led a multistate coalition in urging U.S. EPA to swiftly adopt strong regulations limiting oxides of nitrogen (NOx) emissions from heavy-duty trucks. NOx is a smog-forming pollutant that exacerbates asthma and other health problems and has outsized impacts on communities of color and low-income communities, who disproportionately live near transportation and trade corridors. In May 2022, the Attorney General, California Governor Gavin Newsom, and CARB led a multistate coalition in filing a motion to intervene in defense of U.S. EPA's decision to restore California's waiver under the Clean Air Act for its GHG and ZEV standards. California's standards, which 17 states have chosen to adopt, result in emissions reductions of hundreds of thousands of tons annually and are essential components of California's and other states' plans to fight climate change and protect public health. And in June 2022, the Attorney General testified again before U.S. EPA in support of California's waivers for its heavy-duty truck regulations.

c. ***Restoring Endangered Species Act Protections for Habitat:*** In November 2021, the Attorney General, co-leading a multistate coalition, filed comments in support of the Biden Administration's proposal to rescind two Trump-era rules that would drastically reduce the designation of critical habitat under the federal Endangered Species Act. In California, there are over 300 species listed as endangered or threatened under the Endangered Species Act — more than any other mainland state — as well as millions of acres of designated critical habitat. In the comments, the coalition argued that these rules, finalized in the last days of the Trump Administration, violate the Endangered Species Act, the Administrative Procedure Act, and the National Environmental Policy Act and should be rescinded. The Attorney General, along with the Maryland and Massachusetts Attorneys General, lead a coalition in challenging Trump Administration rules in court, and urged the Biden Administration to finalize its rescission of the two rules without delay. Subsequently, in July 2022, the district court issued its decision vacating the Trump-era rules that undermined critical protections of the Endangered Species Act.

d. ***Efforts to restore meaningful environmental review under the National Environmental Policy Act (NEPA):*** In November 2021, following multistate litigation in 2020 led by California and Washington (*California, et al. v. Council on Environmental Quality (CEQ)*), the Attorney General, along with the Washington and New York Attorneys General, led a multistate coalition in support of the Biden's Administration's efforts to restore rules for meaningful environmental review of federal projects under the

National Environmental Policy Act (NEPA). The Biden Administration's proposal is an important first step toward undoing a Trump-era rule that upended requirements ensuring that federal agencies comprehensively evaluate the impacts of their actions on the environment and public health. In the comments, the coalition expresses their support for the proposal, but urged the Administration to move swiftly to further revise or repeal the unlawful Trump-era NEPA Rule in its entirety. As a result of these efforts, in April 2022, CEQ published a final "Phase 1" NEPA rule that would repeal and revise a few provisions of the Trump Administration's NEPA Rule. In July 2023, CEQ published a Notice of Proposed Rulemaking for a more comprehensive "Phase 2" rule.

e. ***Regulation of Toxic "Forever Chemicals":*** In November 2021, the Attorney General joined a coalition of 19 attorneys general in urging Congress to pass the "PFAS Action Act," legislation that would amend federal environmental laws to address contamination from per-fluoroalkyl and poly-fluoroalkyl substances (collectively, PFAS) and provide funding to treat and remediate it. Known as "forever chemicals" because of how they accumulate in the human body, PFAS are estimated to be detectable in the bloodstream of 97% of the U.S. population and have been shown to cause adverse health impacts, including developmental defects, kidney cancer, liver damage, and impacts on the thyroid and immune system. In their comment letter, the state attorneys general express their strong support for provisions of the PFAS Action Act that address the entire PFAS "lifecycle"— production, use, exposure, cleanup, and disposal — and urge the swift passage of this critical legislation.

4. The Environment Section has recently filed and is currently handling a groundbreaking lawsuit entitled *People of the State of California ex rel. Rob Bonta, Attorney General of California v. Exxon Mobil Corporation et al*. (the "Lawsuit"). The Lawsuit is brought against five major oil and gas companies and the American Petroleum Institute and seeks to recover from these defendants some of the manifold costs of climate change to the State of California. The Lawsuit alleges in its first paragraph that

> *[C]limate change is the product of widespread combustion of fossil fuels. Oil and gas company executives have known for decades that reliance on fossil fuels would cause catastrophic results, but they suppressed that information from the public and policymakers by actively pushing out disinformation on the topic. Their deception caused a delayed societal response to global warning. And their misconduct has resulted in tremendous costs to people, property, and natural resources, which continue to unfold each day. Californians and their families, communities, and small businesses should not have to bear all the costs of climate change alone; the companies that have polluted our air, choked our skies with smoke, wreaked havoc on our water cycle, and*

> *contaminated our lands must be made to mitigate the harms they have brought upon the State. This lawsuit seeks to hold those companies accountable for the lies they have told and the damage they have caused.*

The Lawsuit names as defendants Exxon Mobil, Shell, Chevron, ConocoPhillips, British Petroleum, along with affiliated subsidiaries, and the American Petroleum Institute (collectively, "Defendants"). The Lawsuit alleges the following causes of action: (1) Public Nuisance under the California Civil Code, (2) Equitable Relief under Government Code section 12607, for the protection of the natural resources of the State from pollution, impairment, or destruction, (3) Untrue or Misleading Advertising under the California Business and Professions Code, (4) Misleading Environmental Marketing in violation of Business and Professions Code section 17580.5, (5) Unlawful, Unfair, or Fraudulent Business Practices prohibited by Business and Professions Code section 17200, (6) Strict Products Liability, and (7) Negligent Products Liability. Among other relief, the Lawsuit seeks to compel Defendants to abate the ongoing public nuisance, including establishing and contributing to an abatement fund; equitable relief; civil penalties; and compensatory and punitive damages. Because the damage to the State of California from climate change and the costs to adapt to climate change are so massive, the damages sought will likely be in the billions of dollars. A true and correct copy of the Complaint filed in *People of the State of California ex rel. Rob Bonta, Attorney General of California v. Exxon Mobil Corporation et al* is attached to this declaration as Exhibit 2.

The Environment Section is taking the lead in the Lawsuit and has a team of five Deputy Attorneys General and a Supervising Deputy Attorney General working on the Lawsuit.

5. Similar lawsuits against fossil fuel companies have been filed by other governmental entities throughout the country. These include the Cities of Honolulu, Baltimore, Hoboken, Charleston, and Annapolis; the Counties of Maui (HI), Boulder (CO), King (WA),

Anne Arundel (MD), and Multnomah (OR); municipalities in Puerto Rico; and the States of Minnesota, Massachusetts, Rhode Island, Delaware, Connecticut, Vermont, and New Jersey. As noted in footnote 149 of the Complaint filed in the Lawsuit, eight cities and counties within California have also filed lawsuits against various fossil fuel companies relating to climate change. These include the Counties of San Mateo, Marin, and Santa Cruz, and the Cities of Richmond, Imperial Beach, Santa Cruz, Oakland, and the City and County of San Francisco. Notably, nearly all of these lawsuits on behalf of these public entities are being handled by private law firms or a private law firm as co-counsel with the state or local county or city attorneys.

6. We determined that it was necessary for the Attorney General's Office to retain the law firm of Lieff Cabraser to adequately assist the Environment Section in representing the interests of the State of California in the Lawsuit. In the context of this Lawsuit, Lieff Cabraser brings specialized skills and resources that are not available within the civil service. The contract with Lieff Cabraser was approved by the Department of General Services on or about October 27, 2023. The contract's Scope of Work identifies Lieff Cabraser as attorneys with expertise in complex litigation and states that the firm's attorneys will advise the Attorney General's Office on legal strategy and objectives, case time management, advise and assist in discovery (including both written discovery and preparing, conducting and defending depositions) and motion work, coordinating with California state agencies and contract partners to develop evidence and expert testimony, managing experts, coordinating in climate nuisance litigation in California and nationwide, and providing representation at conferences, settlement negotiations, hearings, and trials. A true and correct copy of the contract with Lieff Cabraser is attached to this declaration as Exhibit 3.

7. We needed to contract with Lieff Cabraser because the firm provides skills and experience unavailable in the civil service to handle the complexity of this once-in-a-generation lawsuit. The Lawsuit alleges far-ranging claims against some of the largest oil companies in the world for conduct occurring over many decades. And the harm for which the State of California seeks redress reaches every ecosystem, geographic area, and community in California and will likely be in the billions of dollars. As such, we expect that this Lawsuit will be similar to the early lawsuits against Big Tobacco or the pharmaceutical companies involving opioid litigation. The litigation will be massive, scientifically complex, and involve wide-ranging discovery with tens of millions of documents produced by the parties, with numerous fact and expert depositions. In order to successfully litigate such a lawsuit on behalf of the People of the State of California, we needed to associate with attorneys with both extensive complex litigation experience and experience litigating complex environmental cases.

8. Lieff Cabraser is one of the very few law firms with experience handling this type of massive litigation against large industries. Its attorneys—including in particular those assigned to the Lawsuit—possess a wealth of experiences that are or are likely to be essential to successful litigation and resolution of this Lawsuit, such as experience with complex environmental and tort cases, expert discovery, lengthy and complex trials, Judicial Council Coordination Proceedings ("JCCP"), high volume discovery and document management, technical scientific issues, and intricate allocation of settlement or damages proceeds. Among other matters, it has successfully obtained billions of dollars in settlements in tobacco litigation, in litigation relating to the Volkswagen software to cheat emission controls in diesel vehicles, in litigation relating to the BP oil spill, in litigation involving diet drugs, and in various products

liability cases. I am informed and believe that some of Lieff Cabraser's most pertinent experience includes the following:

a. **Tobacco Litigation**: Lieff Cabraser represented eight states and 18 California cities and counties in litigation against the tobacco industry. The California litigation involved claims under Business & Professions Code sections 17200 and 17500, two of the claims at issue in the Lawsuit. A big focus of the tobacco cases was on what the tobacco industry knew and when. Lieff Cabraser argued that the tobacco industry had early knowledge of the addictiveness of nicotine and the dangers of smoking, yet repeatedly lied to the public, first advising the public there was no relationship between smoking and disease and then pivoting to taking issue with the science linking smoking with cancer, and falsely claiming light cigarettes were a safer alternative.

The Lawsuit similarly alleges that the major fossil fuel companies and the American Petroleum Institute knew that oil and gas were causes of climate change, yet lied to the public about it for decades.

b. **Opioids Litigation**: Lieff Cabraser is a part of the court-appointed leadership team prosecuting opioid manufacturers and distributors for their contributions to the epidemic of opioid addiction and overdoses in the United States. The firm also played a lead role in the City and County of San Francisco's case against various pharmacies, including Walgreens, for substantially contributing to the opioids epidemic in San Francisco, a case that went to trial in the fall of 2022. San Francisco achieved a liability verdict against Walgreens and then a settlement of $230 million, as well as settlements against other pharmacies, distributors, and manufacturers. This trial victory helped force the nation's largest pharmacies to settle the nationwide litigation against them for $14 billion. Importantly, in the suit against Walgreens, Walgreens asserted a defense that there were many different and alternative causes of the epidemic. The Defendants in the Lawsuit will very likely raise a similar defense, blaming other contributors to climate change to deflect from their own contributions.

Lieff Cabraser serves on the court-appointed Plaintiffs' Negotiating Committee, a subset of the Plaintiffs' Executive Committee, which has worked in close coordination with the Attorneys General nationwide, including California, to develop the nine national settlements that will provide over $50 billion to states and local governments for opioids abatement.

c. **Oil Spill Litigation**: Lieff Cabraser has played a lead role representing people, businesses and properties injured as a result of oil spills. The first such case Lieff Cabraser prosecuted was the 1989 Exxon Valdez oil spill off the coast of Alaska. That case went to trial against Exxon in 1994, and the firm succeeded in achieving a $6 billion trial verdict, including $5 billion in punitive damages. The firm spent the next 20 years in litigation against Exxon, litigation that include two trips to the Ninth Circuit and one trip to the United States Supreme Court, and ultimately recovered $2 billion for fishers and business owners.

Lieff Cabraser also played a lead role in the Deepwater Horizon litigation arising from the oil rig blowout and resulting spill in the Gulf of Mexico on April 20, 2010. Lieff

Cabraser served on the Court-appointed Plaintiffs' Steering Committee for the litigation, and with co-counsel represented fishermen, property owners, business owners, wage earners, and others harmed parties in class action litigation against BP, Transocean, Halliburton, and other defendants. Under the settlements, there was no dollar limit on the amount BP would have to pay. In 2014, the U.S. Supreme Court denied review of BP's challenge to its own class action settlement. The settlement has so far delivered $11.2 billion to compensate claimants' losses. The medical settlement also received final approval, and an additional $1 billion settlement was reached with defendant Halliburton.

In both handling the litigation and structuring the class settlement, Lieff Cabraser worked cooperatively with the United States Environmental Protection Agency ("EPA") and the five Gulf State Attorneys General.

More recently, Lieff Cabraser served as court-appointed class counsel in the 2015 Plains oil spill off the coast of Santa Barbara, a case that settled last year on the eve of trial for $230 million. The settlements were on behalf of a class of injured fishers and property owners. As in our Lawsuit, one of the claims in this matter was public nuisance.

Similarly, Lieff Cabraser serves as court-appointed class counsel in the 2021 Huntington Beach oil spill, where the firm has again relied on nuisance claims and has been able to recover $95 million for its clients (fishers, property owners, and businesses).

Lieff Cabraser also served on leadership committees in litigation on behalf of individuals and property owners injured by the 2015-16 natural gas well rupture that spewed natural gas into the Porter Ranch, California community for upwards of three months, requiring the evacuation of more than 15,000 residents. These cases against Southern California Gas Co. settled for approximately $1.8 billion.

d. **Wildfire Litigation**: Lieff Cabraser serves as court-appointed co-lead counsel in the JCCP litigation involving thousands of plaintiffs against Southern California Edison over the role of the utility's equipment in causing the devastating Thomas and Woolsey Fires, which collectively destroyed over 2,500 homes and caused two dozen deaths in Southern California in 2017 and 2018. The Thomas litigation was litigated nearly to trial, and the settlement protocol co-lead counsel negotiated for both fires has resulted in recoveries of well over $1 billion to date. Lieff Cabraser also served in a leadership role in the consolidated JCCP lawsuits against Pacific Gas & Electric relating to losses from the 2017 North Bay Fires. Lieff Cabraser helped negotiate a settlement with PG&E of $13.5 billion to compensate fire victims for their losses. The Lawsuit is also currently being considered by the Judicial Counsel for coordination and litigation with the other California climate nuisance cases as a JCCP.

e. **Volkswagen Clean Diesel Litigation**. Lieff Cabraser served as lead counsel and Consumer Class Counsel in litigation arising from Volkswagen's false claims that its diesel vehicles qualified as "Clean Diesel" under EPA criteria. In fact, Volkswagen had used a "defeat device" to cheat the EPA test. This was a case predicated on emissions compliance and environmental remediation. Lieff Cabraser worked cooperatively with the California Air Resources Board, the California Attorney General, the EPA, the United States Federal Trade Commission and other Attorneys General and government entities. Under the settlement, Volkswagen agreed that consumers could choose to have their vehicles repaired or bought back. The case resulted in

> Volkswagen's buying back hundreds of thousands of vehicles, with the value of the settlements totaling more than $14.7 billion.

In sum, Lieff Cabraser is a highly-experienced plaintiffs' firm with specific expertise not available in the civil service in handling these types of claims in massive, highly complex, and heavily-litigated matters.

9. Neither the Environment Section nor the Attorney General's Office as a whole has the ability to effectively litigate the Lawsuit without Lieff Cabraser. The Environment Section is taking the lead role in this litigation and has highly competent litigators assigned to the Lawsuit. However, what the Attorney General's Office does not have is the ability by itself to manage the complexities involved in handling a massive lawsuit alleging public nuisance, misleading advertising and environmental marketing, unlawful business practices, natural resource damages, and products liability, with discovery occurring in many places simultaneously, or the ability to timely manage and absorb tens of millions of documents and quickly craft briefs that highlight the most relevant of the evidence presented within those millions of pages. The Attorney General's Office also does not have the ability to handle multiple motions filed in a single lawsuit in a short time span. Lieff Cabraser specializes in just this sort of massive litigation against large companies like these that have tremendous resources both to put towards litigation and at stake in the litigation, and has the expertise and ability to manage and synthesize the enormous amount of evidence that will be produced in discovery. Unlike the Attorney General's Office, Lieff Cabraser can immediately provide the resources necessary to respond to the type of urgent, high-volume, and immediate litigation tasks which our office is not equipped to handle. Lieff can expand and contract its litigation team and surge resources to meet events occurring in litigation. The Attorney General's Office does not have this ability. We anticipate that, at times, we will need up to an additional 40 attorneys to

temporarily handle certain litigation tasks—which is more than the entire budgeted strength of rank and file attorneys in the entire Environment Section statewide.

10. Lieff Cabraser also brings an outside perspective to the Lawsuit. Lieff Cabraser's attorneys are experienced in litigating these sort of massive lawsuits against major companies, and have done so in numerous settings and in various jurisdictions. Thus, they will be able to provide a useful, impartial, outside perspective not available within the Attorney General's Office that will be useful to the Environment Section, including its analysis of issues that arise during the litigation relating to coordination with other matters and entities, discovery, litigation strategy, and settlement negotiations.

11. Lieff Cabraser's services are urgently needed, now and going forward. Moreover, the need for Lieff Cabraser's services is temporary, in that eventually the case will terminate. This case is at the stage where we expect preliminary motion work and discovery soon to begin. There will be a cascading series of deadlines, and, due to the nature of the allegations, the large size of the companies, and their sweeping global market penetration, the discovery in this case will be broad, involving the production of tens of millions of documents. The litigation will involve extensive motion practice involving multiple deadlines and, possibly, appellate practice interspersed in the litigation or occurring simultaneously. As discussed above, at times the Lawsuit will require the efforts of many more attorneys than the entire budgeted strength of the rank-and-file attorneys in the Environment Section. At other times, the need for attorneys will be reduced. The Environment Section and the Attorney General's Office as a whole does not have time to develop a team of attorneys possessing the skills of Lieff Cabraser. If at all possible, creating such a team would take years. Moreover, it would be unnecessary and

wasteful to do so, because there will be no continuing need for these attorneys nor the specialized skills they bring after the Lawsuit is resolved.

12. I have reviewed CASE's submission to the State Personnel Board dated November 27, 2023, and the attached declaration of Patrick Whalen. CASE suggests that the Lawsuit could be handled by the Attorney General's Office's reassigning DAGs currently assigned to other matters. In fact, doing so would not be feasible. The Lawsuit is not a compilation of discrete tasks that can be individually handled by plucking a DAG from some other section to do and then returning that DAG to that attorney's home section after the task is over. Rather, it will require a dedicated team of attorneys with the knowledge, first and foremost, of how to handle this sort of massive and complex litigation, but also, perhaps even more crucially, with knowledge of the legal and factual issues at play in the Lawsuit. To adequately represent the People of the State of California in the Lawsuit and get the best possible result for them, attorneys reviewing documents, taking or defending depositions, or making appearances all need to be part of a team focused on developing the evidence and making the best arguments possible for the People.

13. The Environment Section cannot handle the Lawsuit by itself or in conjunction with other attorneys in other sections. As mentioned above, the Environment Section has devoted a team of attorneys to handling the Lawsuit. However, the section neither has sufficient authorized positions nor resources to be able to handle the surges of discovery and motion practice and to manage and synthesize the enormous databases of documentary and other evidence that will be part and parcel of litigating the Lawsuit. Before the Section decided to hire Lieff Cabraser, we determined that the Office's two other sections with an environmental focus—the Natural Resources Law Section and the Land Use and Conservation Section—were

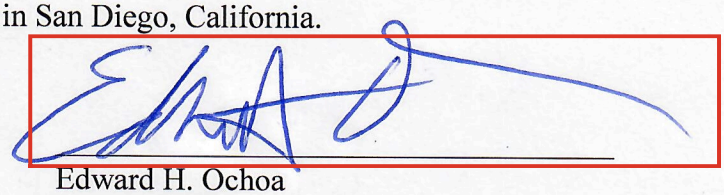
unable to provide the resources needed to assist the Section in litigating the Lawsuit. Both sections need their full complement of attorneys to represent their client agencies, as well as to represent those client agencies in handling third-party discovery requests during the Lawsuit, which may in fact even raise ethical conflicts preventing those attorneys from performing merits work on the Lawsuit. Taking deputies from other sections is not feasible, and would not provide the necessary resources and expertise for the Lawsuit. Attorneys from other sections without experience in this type of litigation are not a substitute for the specialized expertise that Lieff Cabraser brings. And Lieff Cabraser has expertise in handling and coordinating these types of wide-ranging lawsuits against large corporations that the Environment Section and the Attorney General's Office as a whole lack. Nor is it feasible for the Office of the Attorney General to develop this expertise. The Lawsuit is one of a kind. We are on the cusp of historic climate change caused in significant part by the fossil fuel industry's decades of deception about the connection between use of their products and climate change. In my tenure as the SAAG of the Environment Section, we have rarely had a need to co-counsel with a law firm to bring an action on behalf of the People of the State of California, and in no case has the need been as great as in this one.

14. The contract with Lieff Cabraser will not displace any civil service employees. The Environment Section retains all of its budgeted positions. The Environment Section has been and will continue to recruit and hire until it fills all its vacant positions. Because the Environment Section is taking the lead role in the Lawsuit and would not be able to handle the Lawsuit without Lieff Cabraser, the contract with Lieff Cabraser has meant more work for the Environment Section, the Office of the Attorney General, and their civil service employees.

15. We notified CASE about the contract with Lieff Cabraser. On or about September 15, 2023, the date the Lawsuit was filed, SDAG Laura Zuckerman of the Environment Section e-mailed a letter to Katherine Regan of CASE informing CASE that the Attorney General had determined that the office needed to employ Lieff Cabraser to assist in conducting the Lawsuit. A true and correct copy of this letter is attached to this declaration as Exhibit 4. On or about December 18, 2023, SDAG Laura Zuckerman sent an email to Katherine Regan of CASE attaching a copy of the contract with Lieff Cabraser. A true and correct copy of this email and its attachment is attached to this declaration as Exhibit 5.

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

Executed this 24th day of January, 2024, in San Diego, California.



Edward H. Ochoa
Senior Assistant Attorney General
Office of the California Attorney General

Exhibit 2

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EXEMPT FROM FILING FEES
UNDER GOV. CODE SEC. 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-23-609134

THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel. ROB BONTA, ATTORNEY GENERAL OF CALIFORNIA,

Plaintiff,

v.

EXXON MOBIL CORPORATION; EXXONMOBIL OIL CORPORATION; SHELL PLC; SHELL USA, INC.; SHELL OIL PRODUCTS COMPANY LLC; CHEVRON CORPORATION; CHEVRON U.S.A. INC.; CONOCOPHILLIPS; CONOCOPHILLIPS COMPANY; PHILLIPS 66; PHILLIPS 66 COMPANY; BP P.L.C.; BP AMERICA INC.; AMERICAN PETROLEUM INSTITUTE; AND DOES 1 THROUGH 100, INCLUSIVE,

Defendants.

Case No.

COMPLAINT FOR ABATEMENT, EQUITABLE RELIEF, PENALTIES, AND DAMAGES

JURY TRIAL DEMANDED

(1) PUBLIC NUISANCE;
(2) GOVERNMENT CODE SECTION 12607;
(3) UNTRUE OR MISLEADING ADVERTISING;
(4) MISLEADING ENVIRONMENTAL MARKETING;
(5) UNLAWFUL, UNFAIR, OR FRAUDULENT BUSINESS PRACTICES;
(6) STRICT PRODUCTS LIABILITY – FAILURE TO WARN; AND
(7) NEGLIGENT PRODUCTS LIABILITY – FAILURE TO WARN

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The People of the State of California, by and through Rob Bonta, the Attorney General of California, allege as follows:

I. INTRODUCTION

1. In 2023 alone, the State of California has endured both extreme drought and widespread flooding, sprawling wildfires and historic storms, and an unusually cold spring and a record-hot summer. These extremes are devastating the State and destroying people's lives and livelihoods, and they are accelerating. These extremes are the products of climate change, and climate change is the product of widespread combustion of fossil fuels. Oil and gas company executives have known for decades that reliance on fossil fuels would cause these catastrophic results, but they suppressed that information from the public and policymakers by actively pushing out disinformation on the topic. Their deception caused a delayed societal response to global warming. And their misconduct has resulted in tremendous costs to people, property, and natural resources, which continue to unfold each day. Californians and their families, communities, and small businesses should not have to bear all the costs of climate change alone; the companies that have polluted our air, choked our skies with smoke, wreaked havoc on our water cycle, and contaminated our lands must be made to mitigate the harms they have brought upon the State. This lawsuit seeks to hold those companies accountable for the lies they have told and the damage they have caused.

2. The People of the State of California (State)[1] bring this action against Defendants Exxon Mobil Corporation; ExxonMobil Oil Corporation; Shell plc; Shell USA, Inc.; Shell Oil Products Company LLC; Chevron Corporation; Chevron U.S.A. Inc.; ConocoPhillips; ConocoPhillips Company; Phillips 66; Phillips 66 Company; BP P.L.C.; BP America Inc.; American Petroleum Institute, and Does 1 through 100 (collectively, Defendants) for creating, contributing to, and/or assisting in the creation of state-wide climate change-related harms in

[1] In this Complaint, the term "State" refers to the State of California, unless otherwise stated. The term "California" refers to the area falling within the State's geographic boundaries, unless otherwise stated. The State expressly disclaims injuries arising on federal land and tribal lands held in trust by the United States and does not seek recovery or relief attributable to these injuries.

California. As more fully alleged below, Defendants created, contributed to, and/or assisted in the creation of a public nuisance, and harmed or destroyed natural resources.

3. Defendants are large companies in the fossil fuel industry who have misled consumers and the public about climate change for decades. Defendants have known since at least the 1960s that fossil fuels produce carbon dioxide and other greenhouse gas (GHG) pollution that would warm the planet and change our climate. Defendants' own scientists knew as early as the 1950s that these climate impacts would be catastrophic, and that there was only a narrow window of time in which communities and governments could take action before the consequences became catastrophic.

4. Rather than warn consumers, the public, and governments, however, Defendants mounted a disinformation campaign beginning at least as early as the 1970s to discredit the burgeoning scientific consensus on climate change; deny their own knowledge of climate change-related threats; create doubt in the minds of consumers, the media, teachers, policymakers, and the public about the reality and consequences of the impacts of burning fossil fuels; and delay the necessary transition to a lower-carbon future.

5. Defendants' climate deception campaign, and aggressive promotion of the use of fossil fuel products while knowing the dangers associated with them, had the purpose and effect of unduly and substantially inflating and sustaining the market for fossil fuels while misrepresenting and concealing the hazards of those products to deceive consumers and the public about the consequences of everyday use of fossil fuel products. Defendants' tortious and deceptive conduct caused an enormous, foreseeable, and avoidable increase in anthropogenic GHG emissions and accelerated global warming, bringing devastating consequences to the State and its people. While Defendants have promoted and/or profited from the extraction and consumption of fossil fuels, the State and its residents have spent, and will continue to spend, billions of dollars to recover from climate change-induced superstorms and wildfires; will have to allocate and manage dwindling water supplies in extreme drought; will have to fortify state infrastructure against sea level rise and coastal and inland flooding; and will have to protect

California's people, infrastructure, and natural resources from extreme heat and many other climate change hazards.

6. Defendants' deceptive and tortious conduct was a substantial factor in bringing about these devastating climate change impacts in California, including, but not limited to, extreme heat, more frequent and intense droughts, increasingly severe wildfires, more frequent and intense storms and associated flooding, degradation of air and water quality, damage to agriculture, sea level rise, and habitat and species loss. As a direct result of Defendants' egregious misconduct, the State has incurred significant climate change harms, and will continue to incur such harms into the future. The associated consequences of these physical and environmental changes are felt throughout every part of the State, across all ecosystems and communities, and can be compounded in frontline communities, which often disproportionately bear the burden of climate impacts.[2]

7. Defendants' individual and collective conduct was a substantial factor in bringing about the State's climate-related injuries. Defendants' knowing concealment and misrepresentation of fossil fuels' dangers—together with the affirmative promotion of unrestrained fossil fuel use—drove fossil fuel consumption and delayed the transition to a lower-carbon future, resulting in greater greenhouse gas pollution, accelerated global warming, and more dire impacts from the climate crisis in California and elsewhere.

8. The scale of the devastating public nuisance created by Defendants' egregious misconduct is truly staggering, and California will be dealing with the consequences of this misconduct for many generations. The State respectfully requests that this Court order Defendants to abate the massive public nuisance they created, contributed to, and/or assisted in the creation of, and that this Court use its equitable powers to order Defendants to mitigate future harm to the environment and people of California attributable to Defendants' unlawful actions, including, but not limited to, by granting preliminary and permanent equitable relief. The State further

[2] "Frontline communities" are those that are and will continue to be disproportionately impacted by climate change. In many cases, the most harmed are the same communities that have historically experienced racial, social, health, and economic inequities.

respectfully requests that this Court order Defendants to pay damages, statutory penalties, and restitution.

II. PARTIES

A. Plaintiff

9. Plaintiff is the People of the State of California. This civil enforcement action is prosecuted on behalf of the People by and through Rob Bonta, Attorney General of California, under the Attorney General's broad independent powers to enforce state laws (Cal. Const., art. V, § 13), and pursuant to Government Code section 12600 et seq.; Civil Code sections 3479, 3480, 3491, and 3494; Business and Professions Code sections 17203, 17204, 17206, 17535, and 17536; and Code of Civil Procedure sections 731 and 1021.8.

B. Defendants

10. Defendants include some of the largest oil and gas companies in the world, and a national oil and gas industry trade association. The fossil fuels produced by the defendant companies (and promoted by the defendant trade association) are individually and collectively responsible for the emission of billions of tons of greenhouse gases.

11. When this Complaint references an act or omission of Defendants, unless specifically attributed or otherwise stated, such references mean that the officers, directors, agents, employees, or representatives of Defendants committed or authorized such an act or omission, or failed to adequately supervise or properly control or direct their employees while engaged in the management, direction, operation or control of the affairs of Defendants, and did so while acting within the scope of their employment or agency.

12. **Exxon Entities: Exxon Mobil Corporation; ExxonMobil Oil Corporation**

a. Defendant Exxon Mobil Corporation is a New Jersey corporation headquartered in Spring, Texas, and has been registered to do business in California since 1972. Exxon Mobil Corporation is a multinational, vertically integrated energy and chemical company and one of the largest publicly traded international oil and gas companies in the world. Exxon Mobil Corporation was formerly known as, did or does business as, and/or is the successor in liability to Exxon Corporation; ExxonMobil Refining and Supply Company; Exxon Chemical U.S.A.;

ExxonMobil Chemical Corporation; ExxonMobil Chemical U.S.A.; ExxonMobil Refining & Supply Corporation; Exxon Company, U.S.A.; Standard Oil Company of New Jersey; and Mobil Corporation.

b. Defendant ExxonMobil Oil Corporation is a wholly owned subsidiary of Exxon Mobil Corporation, acts on Exxon Mobil Corporation's behalf, and is subject to Exxon Mobil Corporation's control. ExxonMobil Oil Corporation is a New York corporation headquartered in Spring, Texas, and has been registered to do business in California since 1959. ExxonMobil Oil Corporation was formerly known as, did or does business as, and/or is the successor in liability to Mobil Oil Corporation. ExxonMobil Oil Corporation is engaged in the business of oil and natural gas production, refining, marketing, and distribution.

c. Exxon Mobil Corporation controls and has controlled company-wide decisions about the quantity and extent of fossil fuel production and sales, including those of its subsidiaries. Exxon Mobil Corporation's 2022 Form 10-K filed with the United States Securities and Exchange Commission represents that its success, including its "ability to mitigate risk and provide attractive returns to shareholders, depends on [its] ability to successfully manage [its] overall portfolio, including diversification among types and locations of [its] projects, products produced, and strategies to divest assets." Exxon Mobil Corporation determines whether and to what extent its subsidiaries market, produce, and/or distribute fossil fuel products.

d. Exxon Mobil Corporation controls and has controlled company-wide decisions, including those of its subsidiaries, related to marketing, advertising, GHG emissions and climate change resulting from the company's fossil fuel products, and communications strategies concerning climate change and the link between fossil fuel use and climate-related impacts on the environment and humans. Exxon Mobil Corporation's Board holds the highest level of direct responsibility for climate change policy within the company. Exxon Mobil Corporation's Chairman of the Board and Chief Executive Officer, its President, and the other members of its Management Committee have been actively engaged in discussions relating to GHG emissions and the risks of climate change on an ongoing basis. Exxon Mobil Corporation requires its

subsidiaries, when seeking funding for capital investments, to provide estimates of project costs related to GHG emissions.

e. Defendants Exxon Mobil Corporation, ExxonMobil Oil Corporation, and their predecessors, successors, parents, subsidiaries, affiliates, and divisions, are collectively referred to herein as "Exxon."

f. The State's claims against Exxon arise out of and are related to the acts and omissions of Exxon in California and elsewhere that caused and will cause injuries in California.

g. Exxon consists of numerous divisions and affiliates in all areas of the fossil fuel industry, including exploration for and production of crude oil and natural gas; manufacture of petroleum products; and transportation, promotion, marketing, and sale of crude oil, natural gas, and petroleum products. Exxon is also a major manufacturer and marketer of commodity petrochemical products.

h. Exxon has purposefully directed its tortious conduct toward California by distributing, marketing, advertising, promoting, and supplying its fossil fuel products in California, with knowledge that the intended use of those products for combustion has caused and will continue to cause climate change-related harms in California, including the State's injuries. Exxon's statements in California and elsewhere made in furtherance of its campaign of deception about and denial of climate change, and Exxon's affirmative promotion of its fossil fuel products as safe with knowledge of how the intended use of those products would cause climate change-related harms, were designed to conceal and mislead consumers and the public, including the State and its residents, about the serious adverse consequences that would result from continued use of Exxon's products. That conduct was purposefully directed to reach and influence the State and its residents to continue unabated use of Exxon's fossil fuel products in California, thereby resulting in the State's injuries.

i. Over the past several decades and continuing to the present day, Exxon spent millions of dollars on radio, television, online, social media, and outdoor advertisements in the California market related to its fossil fuel products. Since at least 1972, and continuing to the present day, Exxon has advertised its fossil fuel products in print publications circulated widely to

California consumers, including but not limited to: *The Atlantic*, *Life*, *National Geographic*, *The New York Times*, *People*, *Sports Illustrated*, *Time*, *The Wall Street Journal*, and *The Washington Post*. As further detailed herein, these include advertisements containing false or misleading statements, misrepresentations, and/or material omissions designed to hide the connection between the production and use of Exxon's fossil fuel products and climate change, and/or misrepresenting Exxon's products or Exxon itself as environmentally friendly.

j. Significant quantities of Exxon's fossil fuel products are or have been transported, traded, distributed, promoted, marketed, manufactured, sold, and/or consumed in California, from which activities Exxon derives and has derived substantial revenue. Exxon owns and operates a petroleum storage and transport facility in the San Ardo Oil Field in San Ardo, California. Exxon and its predecessors owned and operated an oil refinery in Torrance, California from 1966 to 2016, shortly after an explosion disabled the refinery. Exxon Co. USA, an ExxonMobil subsidiary, operated a petroleum refinery in Benicia, California, from 1968 to 2000. Exxon also—both directly and through its subsidiaries and/or predecessors-in-interest—has supplied substantial quantities of fossil fuel products to California during the period relevant to this Complaint. Currently, Exxon promotes, markets, and sells gasoline and other fossil fuel products to California consumers through approximately 600 Exxon- and Mobil-branded petroleum service stations in California. During the period relevant to this Complaint, Exxon sold a substantial percentage of all retail gasoline in California. Exxon also markets and sells petroleum products, including engine lubricants and motor oils sold under the "Mobil 1" brand name, to California customers through local retailers.

k. Exxon historically directed its fossil fuel product advertising, marketing, and promotional campaigns to California residents, including through maps that identify the locations of its service stations in California. To this day, Exxon continues to market and advertise its fossil fuel products in California to California residents by maintaining an interactive website available to prospective customers that directs California residents to Exxon's nearby retail service stations and lubricant distributors. Further, Exxon promotes its products in California by regularly updating and actively promoting its mobile device application, "Exxon Mobil Rewards+,"

throughout the State of California, which encourages California users to consume fuel at Exxon stations in California in exchange for rewards on every fuel purchase.

13. **Shell Entities: Shell plc; Shell USA, Inc.; Shell Oil Products Company LLC**

a. Defendant Shell plc (formerly Royal Dutch Shell PLC) is a vertically integrated multinational energy and petrochemical company. Shell plc is incorporated in England and Wales, with its headquarters and principal place of business in The Hague, Netherlands. Shell plc is the ultimate parent company of numerous divisions, subsidiaries, and affiliates, referred to collectively as the "Shell Group," that engage in all aspects of fossil fuel production, including exploration, development, extraction, manufacturing and energy production, transport, trading, marketing, and sales.

b. Shell plc controls and has controlled company-wide decisions about the quantity and extent of fossil fuel production and sales, including those of its subsidiaries. Shell plc's Board of Directors determines whether and to what extent Shell subsidiary holdings around the globe produce Shell-branded fossil fuel products.

c. Shell plc controls and has controlled company-wide decisions, including those of its subsidiaries, related to marketing, advertising, GHG emissions and climate change resulting from the company's fossil fuel products, and communications strategies concerning climate change and the link between fossil fuel use and climate-related impacts on the environment and humans. Overall accountability for climate change within the Shell Group lies with Shell plc's Chief Executive Officer and Executive Committee. For instance, at least as early as 1988, Shell plc, through its predecessors and subsidiaries, was researching company-wide CO_2 emissions and concluded that the Shell Group accounted for 4% of the CO_2 emitted worldwide from combustion, and that climatic changes could compel the Shell Group, as controlled by Shell plc, to examine the possibilities of expanding and contracting its business accordingly.

d. Defendant Shell USA, Inc. (formerly Shell Oil Company) is a wholly owned subsidiary of Shell plc that acts on Shell plc's behalf and is subject to Shell plc's control. Shell USA, Inc. is incorporated in Delaware, with its principal place of business in Houston, Texas. Shell USA, Inc. has been registered to do business in California since 1949. Shell USA, Inc. was

formerly known as, did or does business as, and/or is the successor in liability to Shell Oil Company; Shell Oil; Deer Park Refining LP; Shell Oil Products US; Shell Chemical LP; Shell Trading (US) Company; Shell Energy Resources Company; Shell Energy Services Company, L.L.C.; The Pennzoil Company; and Pennzoil-Quaker State Company.

e. Defendant Shell Oil Products Company LLC is a wholly owned subsidiary of Shell USA, Inc., that acts on Shell USA, Inc.'s behalf and is subject to Shell USA, Inc.'s control. Shell Oil Products Company LLC is incorporated in Delaware, with its principal place of business in Houston, Texas, and has been registered to do business in California since 2001. Shell Oil Products Company LLC was formerly known as, did or does business as, and/or is the successor in liability to Shell Oil Products Company, which was a Delaware corporation that converted to a limited liability company in 2001.

f. Defendants Shell plc, Shell USA, Inc., Shell Oil Products Company LLC, and their predecessors, successors, parents, subsidiaries, affiliates, and divisions are collectively referred to herein as "Shell."

g. The State's claims against Shell arise out of and are related to the acts and omissions of Shell in California and elsewhere that caused and will cause injuries in California.

h. Shell has purposefully directed its tortious conduct toward California by distributing, marketing, advertising, promoting, and supplying its fossil fuel products in California, with knowledge that the intended use of those products for combustion has caused and will continue to cause climate change-related harms in California, including the State's injuries. Shell's statements in California and elsewhere made in furtherance of its campaign of deception about and denial of climate change, and Shell's affirmative promotion of its fossil fuel products as safe with knowledge of how the intended use of those products would cause climate change-related harms, were designed to conceal these harms and mislead consumers and the public, including the State and its residents, about the serious adverse consequences that would result from continued use of Shell's products. That conduct was purposefully directed to reach and influence the State and its residents, to continue unabated use of Shell's fossil fuel products in California, thereby resulting in the State's injuries.

i. Over the last several decades and continuing to the present day, Shell spent millions of dollars on radio, television, online, social media, and outdoor advertisements in the California market related to its fossil fuel products. Since at least 1970, and continuing to the present day, Shell has advertised its fossil fuel products in print publications circulated widely to California consumers, including but not limited to the following: *The Atlantic*, *The Economist*, *Life*, *National Geographic*, *Newsweek*, *The New York Times*, *Sports Illustrated*, *Time Magazine*, *The Wall Street Journal*, and *The Washington Post*. As further detailed herein, these include advertisements containing false or misleading statements, misrepresentations, and/or material omissions obfuscating the connection between the production and use of Shell's fossil fuel products and climate change, and/or misrepresenting Shell's products or Shell itself as environmentally friendly.

j. Significant quantities of Shell's fossil fuel products are or have been transported, traded, distributed, promoted, marketed, manufactured, sold, and/or consumed in California, from which activities Shell derives and has derived substantial revenue. Shell conducts and controls, either directly or through franchise agreements, retail fossil fuel sales at gas station locations throughout California, at which locations it promotes, advertises, and sells its fossil fuel products under its Shell brand name. Shell operates over 1,000 Shell-branded petroleum service stations in California. During the period relevant to this Complaint, Shell sold a substantial percentage of all retail gasoline sold in California. Shell also supplies, markets, and promotes its Pennzoil line of lubricants at retail and service stations throughout California. From 1924 to 1992, Shell owned and operated an oil refinery in Carson, California, where it now owns and operates the property as a distribution facility for petroleum and petroleum products throughout Southern California. From 1915 to 2020, Shell owned and operated an oil refinery in Martinez, California. From 1998-2007, Shell owned and operated an oil refinery in Wilmington, California. From 1998 to 2005, Shell owned and operated an oil refinery in Bakersfield, California.

k. Shell historically directed its fossil fuel product advertising, marketing, and promotional campaigns to California, including through maps that identified the locations of its

service stations in California. Shell markets and advertises its fossil fuel products in California to California residents by maintaining an interactive website available to prospective customers by which it directs California residents to Shell's nearby retail service stations. Shell offers a proprietary credit card known as the "Shell Fuel Rewards Card," which allows consumers in California to pay for gasoline and other products at Shell-branded service stations, and which encourages consumers to use Shell-branded gas stations by offering various rewards, including discounts on gasoline purchases. Shell further maintains a smartphone application known as the "Shell US App" that offers California consumers a cashless payment method for gasoline and other products at Shell-branded service stations. California consumers utilize the payment method by providing their credit card information through the application. California consumers can also receive rewards, including discounts on gasoline purchases, by registering their personal identifying information in the Shell US App and using the application to identify and activate gas pumps at Shell service stations during a purchase.

14. **Chevron Entities: Chevron Corporation; Chevron U.S.A. Inc.**

a. Defendant Chevron Corporation is a multinational, vertically integrated energy and chemicals company incorporated in Delaware, with its global headquarters and principal place of business in San Ramon, California. Chevron Corporation, through its predecessor Standard Oil Company of California, has been registered to do business in California since 1926. Chevron Corporation was formerly known as, did or does business as, and/or is the successor in liability to Standard Oil Company of California (also known as "Socal"), Texaco Inc., and ChevronTexaco Corporation.

b. Chevron Corporation operates through a web of United States and international subsidiaries at all levels of the fossil fuel supply chain. Chevron Corporation and its subsidiaries' operations include, but are not limited to: exploration, development, production, storage, transportation, and marketing of crude oil and natural gas; refining crude oil into petroleum products and marketing those products; and manufacturing and marketing commodity petrochemicals, plastics for industrial uses, and fuel and lubricant additives.

c. Chevron Corporation controls and has controlled company-wide decisions about the quantity and extent of fossil fuel production and sales, including those of its subsidiaries. Chevron Corporation determines whether and to what extent its corporate holdings market, produce, and/or distribute fossil fuel products.

d. Chevron Corporation controls and has controlled company-wide decisions, including those of its subsidiaries, related to marketing, advertising, GHG emissions and climate change resulting from the company's fossil fuel products, and communications strategies concerning climate change and the link between fossil fuel use and climate-related impacts on the environment and humans. Overall accountability for climate change within Chevron Corporation lies with Chevron Corporation's Board of Directors and Executive Committee.

e. Defendant Chevron U.S.A. Inc. is a wholly owned subsidiary of Chevron Corporation that acts on Chevron Corporation's behalf and is subject to Chevron Corporation's control. Chevron U.S.A. Inc. is a Pennsylvania corporation, with its principal place of business in San Ramon, California. Through its predecessors, Chevron U.S.A. Inc. has been registered to do business in California since 1965. Chevron U.S.A. Inc. was formerly known as, did or does business as, and/or is the successor in liability to Gulf Oil Corporation, Gulf Oil Corporation of Pennsylvania, Chevron Products Company, and Chevron Chemical Company, and Chevron Chemical Company LLC.

f. Defendants Chevron Corporation and Chevron U.S.A. Inc., together with their predecessors, successors, parents, subsidiaries, affiliates, and divisions, are collectively referred to herein as "Chevron."

g. The State's claims against Chevron arise out of and are related to the acts and omissions of Chevron in California and elsewhere that caused and will cause injuries in California.

h. Chevron has purposefully directed its tortious conduct toward California by distributing, marketing, advertising, promoting, and supplying its fossil fuel products in California, with knowledge that the intended use of those products for combustion has caused and will continue to cause climate change-related harms in California, including the State's injuries.

Chevron's statements in California and elsewhere made in furtherance of its campaign of deception about and denial of climate change, and Chevron's affirmative promotion of its fossil fuel products as safe with knowledge of how the intended use of those products would cause climate change-related harms, were designed to conceal and mislead consumers and the public, including the State and its residents, about the serious adverse consequences that would result from continued use of Chevron's products. That conduct was purposefully directed to reach and influence the State and its residents to continue unabated use of Chevron's fossil fuel products in California, thereby resulting in the State's injuries.

i. Over the last several decades and continuing to the present day, Chevron spent millions of dollars on radio, television, online, social media, and outdoor advertisements in the California market related to its fossil fuel products. Since at least 1970, and continuing to the present day, Chevron has advertised in print publications circulated widely to California consumers, including but not limited to the following: *The Atlantic*, *Life*, *National Geographic*, *The New York Times*, *Sports Illustrated*, *Time Magazine*, *The Wall Street Journal*, and *The Washington Post*. As further detailed herein, these include advertisements containing false or misleading statements, misrepresentations, and/or material omissions obfuscating the connection between the production and use of Chevron's fossil fuel products and climate change, and/or misrepresenting Chevron's products or Chevron itself as environmentally friendly.

j. Significant quantities of Chevron's fossil fuel products are or have been transported, traded, distributed, promoted, marketed, manufactured, sold, and/or consumed in California, from which activities Chevron derives and has derived substantial revenue. Chevron conducts and controls, either directly or through franchise agreements, retail fossil fuel sales at gas station locations throughout California, at which locations it promotes, advertises, and sells its fossil fuel products under its various brand names, including Chevron, Texaco, and other brand names. Chevron operates over 1,500 Chevron-branded petroleum service stations in California. Chevron has owned and operated an oil refinery in Richmond, California, since 1902, and has owned and operated an oil refinery in El Segundo, California, since 1911. During the period

relevant to this Complaint, Chevron sold a substantial percentage of all retail gasoline sold in California.

k. Chevron historically directed its fossil fuel product advertising, marketing, and promotional campaigns to California, including through maps that identified the locations of its service stations in California. Chevron markets and advertises its fossil fuel products in California to California residents by maintaining an interactive website available to prospective customers by which it directs California residents to Chevron's nearby retail service stations. Chevron markets and sells engine lubricants and motor oils to California customers under its Delo, IsoClean, Techron, and Havoline brand names at retail outlets. Chevron offers a proprietary credit card known as the "Chevron Techron Advantage Credit Card," which allows consumers in California to pay for gasoline and other products at Chevron-branded service stations, and which encouraged California consumers to use Chevron-branded service stations by offering various rewards, including discounts on gasoline purchases at Chevron service stations and cash rebates. Chevron further maintains two smartphone applications known as the "Chevron App" and the "Texaco App," both part of the "Chevron Texaco Rewards" program. The program offers California consumers a cashless payment method for gasoline and other products at Chevron- and Texaco-branded service stations. California consumers utilize the payment method by providing their credit card information through the application. California consumers can also receive rewards, including discounts on gasoline purchases, by registering their personal identifying information in the apps and by using the applications to identify and activate gas pumps at Chevron and Texaco service stations during a purchase.

15. **ConocoPhillips Entities: ConocoPhillips, ConocoPhillips Company, Phillips 66, Phillips 66 Company**

a. Defendant ConocoPhillips is a multinational energy company incorporated in Delaware, with its principal place of business in Houston, Texas. ConocoPhillips consists of numerous divisions, subsidiaries, and affiliates that execute ConocoPhillips's fundamental decisions related to all aspects of fossil fuel production, including exploration, extraction, production, manufacture, transport, and marketing.

b. ConocoPhillips controls and has controlled company-wide decisions about the quantity and extent of fossil fuel production and sales, including those of its subsidiaries. ConocoPhillips determines whether and to what extent its corporate holdings market, produce, and/or distribute fossil fuel products. ConocoPhillips's most recent annual report to the Securities and Exchange Commission subsumes the operations of ConocoPhillips's subsidiaries. In ConocoPhillips's Form 10-K filed with the Securities and Exchange Commission for Fiscal Year 2022, the company represents that its value—for which ConocoPhillips maintains ultimate responsibility—is a function of its decisions to direct subsidiaries to develop crude oil, bitumen, natural gas, and natural gas liquids from ConocoPhillips's reserves into fossil fuel products and to explore for and replace those reserves with more fossil fuels: "Unless we successfully develop resources, the scope of our business will decline, resulting in an adverse impact to our business. . . . If we are not successful in replacing the resources we produce with good prospects for future organic development or through acquisitions, our business will decline." ConocoPhillips optimizes the ConocoPhillips group's oil and gas portfolio to fit ConocoPhillips's strategic plan. For example, in November 2016, ConocoPhillips announced a plan to generate $5 billion to $8 billion of proceeds over two years by optimizing its business portfolio, including its fossil fuel product business, to focus on low cost-of-supply fossil fuel production projects that strategically fit its development plans.

c. ConocoPhillips controls and has controlled company-wide decisions, including those of its subsidiaries, related to marketing, advertising, GHG emissions and climate change resulting from the company's fossil fuel products, and communications strategies concerning climate change and the link between fossil fuel use and climate-related impacts on the environment and humans. For instance, ConocoPhillips's Board of Directors has the highest level of direct responsibility for climate change policy within the company. ConocoPhillips has developed and purportedly implements a corporate Climate Change Action Plan to govern climate change decision-making across all entities in the ConocoPhillips group.

d. Defendant ConocoPhillips Company is a wholly owned subsidiary of ConocoPhillips that acts on ConocoPhillips's behalf and is subject to ConocoPhillips's control.

ConocoPhillips Company is incorporated in Delaware, with its principal place of business in Houston, Texas, and has been registered to do business in California since 1947. ConocoPhillips Company was formerly known as, did or does business as, and/or is the successor in liability to Phillips Petroleum Company.

e. Defendant Phillips 66 is a multinational energy and petrochemical company incorporated in Delaware, with its principal place of business in Houston, Texas. It encompasses downstream fossil fuel processing, refining, transport, and marketing segments that were formerly owned and/or controlled by ConocoPhillips.

f. Defendant Phillips 66 Company is a wholly owned subsidiary of Phillips 66 that acts on Phillips 66's behalf and is subject to Phillips 66's control. Phillips 66 Company is incorporated in Delaware, with its principal place of business in Houston, Texas, and has been registered to do business in California since 2011. Phillips 66 Company had been registered since 1964 under a different name, Phillips Chemical Company, which was a wholly owned subsidiary of the Phillips Petroleum Company. Phillips Chemical Company changed its name to Phillips 66 Company in 1985, and that iteration of Phillips 66 Company was terminated in 1991. Phillips 66 Company was formerly known as, did or does business as, and/or is the successor in liability to Phillips Petroleum Company; Phillips Chemical Company; Conoco, Inc.; Tosco Corporation; and Tosco Refining Co.

g. Defendants ConocoPhillips, ConocoPhillips Company, Phillips 66, and Phillips 66 Company, as well as their predecessors, successors, parents, subsidiaries, affiliates, and divisions, are collectively referred to herein as "ConocoPhillips."

h. The State's claims against ConocoPhillips arise out of and are related to the acts and omissions of ConocoPhillips in California and elsewhere that caused and will cause injuries in California.

i. ConocoPhillips has purposefully directed its tortious conduct toward California by distributing, marketing, advertising, promoting, and supplying its fossil fuel products in California, with knowledge that the intended use of those products for combustion has caused and will continue to cause climate change-related harms in California, including the State's injuries.

ConocoPhillips's statements in California and elsewhere made in furtherance of its campaign of deception about and denial of climate change, and ConocoPhillips's affirmative promotion of its fossil fuel products as safe with knowledge of how the intended use of those products would cause climate change-related harms, were designed to conceal and mislead consumers and the public, including the State and its residents, about the serious adverse consequences that would result from continued use of ConocoPhillips's products. That conduct was purposefully directed to reach and influence the State and its residents to continue unabated use of ConocoPhillips's fossil fuel products in California, thereby resulting in the State's injuries.

j. Over the last several decades and continuing to the present day, ConocoPhillips spent millions of dollars on radio, television, online, social media, and outdoor advertisements in the California market related to its fossil fuel products. Since at least 1970, and continuing to the present day, ConocoPhillips has advertised in print publications circulated widely to California consumers, including but not limited to the following: *The Atlantic*, *Life*, *National Geographic*, *Newsweek*, *The New York Times*, *People*, *Sports Illustrated*, *Time Magazine*, *The Wall Street Journal*, and *The Washington Post*. As further detailed herein, these include advertisements containing false or misleading statements, misrepresentations, and/or material omissions obfuscating the connection between the production and use of ConocoPhillips's fossil fuel products and climate change, and/or misrepresenting ConocoPhillips's products or ConocoPhillips itself as environmentally friendly.

k. Significant quantities of ConocoPhillips's fossil fuel products are or have been transported, traded, distributed, promoted, marketed, manufactured, sold, and/or consumed in California, from which activities ConocoPhillips derives and has derived substantial revenue. ConocoPhillips conducts and controls, either directly or through franchise agreements, retail fossil fuel sales at gas station locations throughout California, at which locations it promotes, advertises, and sells its fossil fuel products under its various brand names, including Conoco, Phillips 66, and 76. ConocoPhillips also markets and sells to California customers at retail outlets engine lubricants and motor oils under its Phillips 66, Kendall, and Red Line brand names. ConocoPhillips operates hundreds of 76-branded petroleum service stations throughout

California. During the period relevant to this Complaint, ConocoPhillips sold a substantial percentage of all retail gasoline sold in California.

l. ConocoPhillips does substantial fossil fuel product-related business in California, and a substantial quantity of its fossil fuel products are extracted, refined, transported, traded, distributed, marketed, and/or sold in California. For instance, ConocoPhillips owns and/or operates oil and natural gas terminals in Richmond and Los Angeles, California; owns and operates oil refineries in Arroyo Grande, Colton, and Wilmington, California; and distributes ConocoPhillips fossil fuel products throughout California. Phillips 66 also owns and operates oil refineries in Rodeo, Santa Maria, and Los Angeles, California. All of these refineries were owned and operated by ConocoPhillips and its predecessors-in-interest from 1997 to 2012.

m. ConocoPhillips has historically directed its fossil fuel product advertising, marketing, and promotional campaigns to California, including through maps identifying its services throughout California. ConocoPhillips markets and advertises its fossil fuel products in California to California residents by maintaining an interactive website available to prospective customers by which it directs California residents to ConocoPhillips's nearby retail service stations. ConocoPhillips offers a proprietary credit card known as the "76 Credit Card," which allows consumers in California to pay for gasoline and other products at 76-branded service stations, and which encourages California consumers to use 76-branded service stations by offering various rewards, including discounts on gasoline purchases at 76-branded service stations and cash rebates. ConocoPhillips further maintains a nationwide smartphone application known as the "Fuel Forward App." The application offers California consumers a cashless payment method for gasoline and other products at 76-branded service stations. California consumers utilize the payment method by providing their credit card information through the application. California consumers can also apply for a 76 Credit Card through the application. By registering their personal identifying information in the application and by using the application to identify and activate gas pumps at 76-branded service stations, California consumers can receive additional rewards, such as further discounts on ConocoPhillips gasoline purchases.

16. **BP Entities: BP p.l.c., BP America Inc.**

a. Defendant BP p.l.c. is a multinational, vertically integrated energy and petrochemical public limited company registered in England and Wales, with its principal place of business in London, England. BP p.l.c. consists of three main operating segments: (1) exploration and production, (2) refining and marketing, and (3) gas power and renewables. BP p.l.c. is the ultimate parent company of numerous subsidiaries, including Atlantic Richfield Company, referred to collectively herein as the "BP Group," which explore for and extract oil and gas worldwide; refine oil into fossil fuel products such as gasoline; and market and sell oil, fuel, other refined petroleum products, and natural gas worldwide. BP p.l.c.'s subsidiaries explore for oil and natural gas under a wide range of licensing and other contractual agreements. BP p.l.c. was formerly known as, did or does business as, and/or is the successor in liability to British Petroleum Company, British Petroleum Company p.l.c., BP Amoco p.l.c., Amoco Corporation, and Atlantic Richfield Company.

b. BP p.l.c. controls and has controlled company-wide decisions about the quantity and extent of fossil fuel production and sales, including those of its subsidiaries. BP p.l.c. is the ultimate decision-maker with respect to fundamental decisions about the BP Group's core business, e.g., the level of fossil fuel production companywide, including production among BP p.l.c.'s subsidiaries. For instance, BP p.l.c. reported that in 2016-17, it brought online 13 major exploration and production projects. These contributed to a 12% increase in the BP Group's overall fossil fuel product production. These projects were carried out by BP p.l.c.'s subsidiaries. Based on these projects, BP p.l.c. noted that it expected the BP Group to deliver to customers 900,000 barrels of new product per day by 2021. BP p.l.c. further reported that in 2017 it sanctioned three new exploration projects in Trinidad, India, and the Gulf of Mexico.

c. BP p.l.c. controls and has controlled company-wide decisions, including those of its subsidiaries, related to marketing, advertising, GHG emissions and climate change resulting from the company's fossil fuel products, and communications strategies concerning climate change and the link between fossil fuel use and climate-related impacts on the environment and humans. BP p.l.c. makes fossil fuel production decisions for the entire BP Group based on factors

including climate change. BP p.l.c.'s Board of Directors is the highest decision-making body within the company, with direct responsibility for the BP Group's climate change policy. BP p.l.c.'s chief executive is responsible for maintaining the BP Group's system of internal control that governs the BP Group's business conduct. BP p.l.c.'s senior leadership directly oversees a "carbon steering group," which manages climate change-related matters and consists of two committees—both overseen directly by the Board of Directors—that focus on climate change-related investments.

d. Defendant BP America Inc. is a wholly owned subsidiary of BP p.l.c. that acts on BP p.l.c.'s behalf and is subject to BP p.l.c.'s control. BP America Inc. is a vertically integrated energy and petrochemical company incorporated in the State of Delaware, with its headquarters and principal place of business in Houston, Texas, and has been registered to do business in California since 2000. BP America Inc. consists of numerous divisions and affiliates in all aspects of fossil fuel production, including exploration for and production of crude oil and natural gas; manufacture of petroleum products; and transportation, marketing, and sale of crude oil, natural gas, and petroleum products. BP America Inc. was formerly known as, did or does business as, and/or is the successor in liability to Amoco Oil Company; Amoco Production Company; ARCO Products Company; BP Exploration & Oil, Inc.; BP Products North America Inc.; BP Amoco Corporation; BP Oil, Inc.; BP Oil Company; Sohio Oil Company; Standard Oil of Ohio (SOHIO); Standard Oil (Indiana); and Atlantic Richfield Company (a Pennsylvania Corporation) and its division, the Arco Chemical Company.

e. Defendants BP p.l.c. and BP America Inc., together with their predecessors, successors, parents, subsidiaries, affiliates, and divisions, are collectively referred to herein as "BP."

f. The State's claims against BP arise out of and are related to the acts and omissions of BP in California and BP's actions elsewhere that caused and will cause injuries in California.

g. BP has purposefully directed its tortious conduct toward California by distributing, marketing, advertising, promoting, and supplying its fossil fuel products in

California, with knowledge that the intended use of those products for combustion have caused and will continue to cause climate change-related harms in California, including the State's injuries. BP's statements in California and elsewhere made in furtherance of its campaign of deception about and denial of climate change, and BP's affirmative promotion of its fossil fuel products as safe with knowledge of how the intended use of those products would cause climate change-related harms, were designed to conceal and mislead consumers and the public, including the State and its residents, about the serious adverse consequences that would result from continued use of BP's products. That conduct was purposefully directed to reach and influence the State and its residents to continue unabated use of BP's fossil fuel products in California, thereby resulting in the State's injuries.

h. Over the last several decades and continuing to the present day, BP—especially BP p.l.c.—spent millions of dollars on radio, television, online, social media, and outdoor advertisements in the California market related to its fossil fuel products. Since at least 1988 and continuing to the present day, BP has advertised in print publications circulated widely to California consumers, including but not limited to the following: *The Atlantic*, *Life*, *Newsweek*, *The New York Times*, *Sports Illustrated*, *Time*, *The Wall Street Journal*, and *The Washington Post*. As further detailed herein, these include advertisements containing false or misleading statements, misrepresentations, and/or material omissions obfuscating the connection between the production and use of BP's fossil fuel products and climate change, and/or misrepresenting BP's products or BP itself as environmentally friendly.

i. Significant quantities of BP's fossil fuel products are or have been transported, traded, distributed, promoted, marketed, manufactured, sold, and/or consumed in California, from which activities BP derives and has derived substantial revenue. BP conducts and controls, either directly or through franchise agreements, retail fossil fuel sales at gas station locations in substantial portions of California, at which locations it promotes, advertises, and sells its fossil fuel products under its ARCO brand name. Among other operations, BP operates more than 300 ARCO-licensed and branded gas stations in California, and distributes and markets petroleum-based lubricants marketed under the Castrol brand name throughout California. From 2000 to

2013, BP also owned and operated an oil refinery in Carson, California. During the period relevant to this Complaint, BP sold a substantial percentage of all retail gasoline sold in California. BP's marketing and trading business maintains an office in Irvine, California. BP maintains an energy research center in San Diego, California.

j. BP historically directed its fossil fuel product advertising, marketing, and promotional campaigns to California, including through maps that identified the locations of its service stations in California. BP markets and advertises its fossil fuel products in California to California residents by maintaining an interactive website available to prospective customers by which it directs California residents to BP's nearby retail service stations and/or lubricant distributors.

17. The Exxon, Shell, Chevron, ConocoPhillips, and BP entities set forth above are collectively referred to as the "Fossil Fuel Defendants."

18. **American Petroleum Institute**

a. Defendant American Petroleum Institute (API) is a nonprofit corporation based in the District of Columbia and registered to do business in California. API was created in 1919 to represent the American oil and gas industry as a whole. With more than 600 members, API is the country's largest oil trade association. API's purpose is to advance its members' collective business interests, which includes increasing consumer consumption of oil and gas for the financial profit of the Fossil Fuel Defendants and other oil and gas companies. Among other functions, API also coordinates members of the petroleum industry, gathers information of interest to the industry, and disseminates that information to its members.

b. Acting on behalf of and under the supervision and control of the Fossil Fuel Defendants, API has, since at least 1988, participated in and led several coalitions, front groups, and organizations that have promoted disinformation about the climate impacts of fossil fuel products to consumers—including, but not limited to, the Global Climate Coalition, Partnership for a Better Energy Future, Coalition for American Jobs, Alliance for Energy and Economic Growth, and Alliance for Climate Strategies. These front groups were formed to promote climate disinformation and advocacy from a purportedly objective source, when in fact these groups were

financed and controlled by the Fossil Fuel Defendants and other oil and gas companies. The Fossil Fuel Defendants have benefited from the spread of this disinformation because, among other things, it has ensured a thriving consumer market for oil and gas, resulting in substantial profits for the Fossil Fuel Defendants.

c. API's stated mission includes "influenc[ing] public policy in support of a strong, viable U.S. oil and natural gas industry," which includes increasing consumers' consumption of oil and gas for the financial benefit of the Fossil Fuel Defendants and other oil and gas companies. In effect, API acts and has acted as a marketing arm for its member companies, including the Fossil Fuel Defendants. Over the last several decades, API has spent millions of dollars on television, newspaper, radio, social media, and internet advertisements in the California market.

d. Member companies participate in API strategy, governance, and operation through their membership dues and by contributing company officers and other personnel to API boards, committees, and task forces. The Fossil Fuel Defendants have collectively steered the policies and trade practices of API through membership, Executive Committee roles, and/or providing budgetary funding for API. The Fossil Fuel Defendants have used their control over and involvement in API to develop and execute a long-term advertising and communications campaign centered on climate change denialism. The goal of the campaign was to influence consumer demand for the Fossil Fuel Defendants' fossil fuel products. The Fossil Fuel Defendants directly controlled, supervised, and participated in API's misleading messaging regarding climate change.

e. In addition to national promotional campaigns circulated in California, API has also targeted California consumers directly by creating and disseminating misleading advertisements that distinctly promote consumption of fossil fuel products in California. API has run numerous press releases within California touting the direct and indirect benefits to California of the oil and gas industries' operations in California and elsewhere in the United States. The reports, sponsored by API, on which API bases its claims, do not mention climate change at all, nor do the reports mention any of the direct and indirect harms to California caused by the

production, marketing, sale, and use of API members' fossil fuel products. Further, API's Department of Production sponsors two local API chapters in California, the Coastal Chapter and the San Joaquin Valley Chapter, which function "to promote a more cordial understanding by the public of the close economic relationship that exists between the petroleum industry and other lines of business." API also regularly hosts within California trade association events for oil and gas and related industries.

f. All of the Fossil Fuel Defendants and/or their predecessors-in-interest have been key API members at all times relevant to this Complaint. All of the Fossil Fuel Defendants are currently members of API. Executives from Exxon, Shell, Chevron, ConocoPhillips, and BP have served on the API Executive Committee and/or as API Chairman, essentially serving as corporate officers. For example, Exxon's CEO served on API's Executive Committee for 15 of the 25 years between 1991 and 2016 (1991, 1996-1997, 2001, 2005-2016). BP's CEO served as API's Chairman in 1988, 1989, and 1998. Chevron's CEO served as API Chairman in 1994, 1995, 2003, and 2012. Shell's President served on API's Executive Committee from 2005 to 2006. ConocoPhillips Chairman and CEO Ryan Lance was API Board President from 2016 to 2018, and Exxon President and CEO Darren Woods was API Board President from 2018 to 2020. In 2020, API elected Phillips 66 Chairman and CEO Greg Garland to serve a two-year term as its Board President. Executives from ConocoPhillips also served as members of API's Board of Directors at various times.

g. Relevant information was shared among API and the Fossil Fuel Defendants and the Fossil Fuel Defendants' predecessors-in-interest through the following: (1) API's distribution of information to its members, and/or (2) participation of the Fossil Fuel Defendants' officers and other personnel, and those of the Fossil Fuel Defendants' predecessors-in-interest, on API boards, committees, and task forces.

h. The State's claims against API arise out of and are related to the acts and omissions of API in California and elsewhere that caused and will cause injuries in California.

19. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants Does 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues said

Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the acts and occurrences herein alleged, and that the State's harms were caused by such Defendants.

C. Relevant Non-Parties: Defendants' Agents/Front Groups

20. As detailed below, each Fossil Fuel Defendant had actual knowledge, or should have known, that its fossil fuel products were hazardous in that the intended use of the fossil fuel products for combustion would substantially contribute to climate change and result in harms to the State. The Fossil Fuel Defendants obtained knowledge of the hazards of their products independently and through their membership and involvement in trade associations such as API.

21. The Fossil Fuel Defendants and API employed, financed, and participated in several industry-created front groups to serve their mission of flooding the markets with climate change disinformation and denialism. These organizations, acting on behalf of and under the supervision and control of the Fossil Fuel Defendants, assisted the deception campaign by implementing public advertising and outreach campaigns to discredit climate science, funding scientists to cast doubt upon climate science and upon the extent to which climate change is caused by human activity. In sum, the Fossil Fuel Defendants, through their front groups, engaged in a significant marketing campaign that misrepresented and concealed the dangers of their fossil fuel products with the aim of protecting or enhancing sales of these products to consumers, including consumers in California. Defendants actively supervised, facilitated, consented to, and/or directly participated in the misleading messaging of these front groups, from which the Fossil Fuel Defendants profited significantly, including in the form of increased sales in California.

22. **The Global Climate Coalition (GCC)** was an industry group formed to preserve and expand consumer demand for fossil fuels by publicly casting doubt on climate science and opposing GHG emission reduction initiatives. GCC was founded in 1989 in reaction to the first meeting of the Intergovernmental Panel on Climate Change (IPCC), the United Nations body for assessing the science related to climate change, and to NASA scientist James Hansen's presentation to the Senate Committee on Energy and Natural Resources, in which Hansen

emphasized that climate change was already happening and would lead to dire consequences if left unaddressed. GCC disbanded in or around 2001. Founding members included API, Shell Oil Company (currently, Shell); Texaco, Inc. (currently, Chevron); Amoco (currently, BP); ARCO (owned by BP at the time); and Phillips Petroleum Company (currently, ConocoPhillips). Tom Lambrix, director of government relations for Phillips Petroleum, was chairman of GCC.

III. JURISDICTION AND VENUE

23. This Court has original jurisdiction over this action pursuant to article VI, section 10, of the California Constitution.

24. This Court has personal jurisdiction over Defendants, pursuant to Code of Civil Procedure section 410.10, because each Defendant purposefully availed itself of the California market, and thus of the benefits of the laws of the State, during all times relevant to this Complaint, so as to render California courts' exercise of jurisdiction over each Defendant consistent with traditional notions of fair play and substantial justice. Each Fossil Fuel Defendant researched, developed, manufactured, designed, marketed, distributed, released, promoted, and/or otherwise sold its fossil fuel products in markets around the United States, including within California.

25. Additionally, jurisdiction is proper over each non-resident Defendant for the following reasons:

a. With respect to its subsidiaries, each non-resident Fossil Fuel Defendant parent controls and has controlled decisions about the quantity and extent of its fossil fuel production and sales; determines whether and to what extent to market, produce, and/or distribute its fossil fuel products; and controls and has controlled decisions related to its marketing and advertising, specifically communications strategies concerning climate change and the link between fossil fuel use and impacts on the environment. Each non-resident Fossil Fuel Defendant parent has the power to direct and control its non-resident subsidiaries named here. Thus, each subsidiary is the agent of its parent. As agents, the subsidiaries of each non-resident Fossil Fuel Defendant conducted activities in California at the direction and for the benefit of its parent company. Specifically, the subsidiaries furthered each parent company's campaign of deception and denial

through misrepresentations, omissions, and affirmative promotion of the company's fossil fuel products as safe with knowledge of the climate change-related harms that would result from the intended use of those products, all of which resulted in climate change-related injuries in the State and increased sales to the parent company. Therefore, the subsidiaries' jurisdictional activities are properly attributed to each parent company and serve as a basis to assert jurisdiction over each of the non-resident Fossil Fuel Defendant parent companies.

b. Through their various agreements with dealers, franchises, or otherwise, the Fossil Fuel Defendants direct and control the branding, marketing, sales, promotions, image development, signage, and advertising of their branded fossil fuel products at their respectively branded gas stations in California, including point-of-sale advertising and marketing. The Fossil Fuel Defendants dictate which grades and formulations of their gasoline may be sold at their respectively branded stations.

c. The Fossil Fuel Defendants, by and through API and other organizations like GCC, conspired to conceal and misrepresent the known dangers of burning fossil fuels, to knowingly withhold material information regarding the consequences of using fossil fuel products, to spread knowingly false and misleading information to the public regarding the weight of climate science research, and to engage in massive campaigns to promote continued and increased use of their fossil fuel products, which they knew would result in injuries to the State. Through their own actions and through their membership and participation in climate denialist front groups, API and each Fossil Fuel Defendant were and are members of this conspiracy. Defendants committed substantial acts to further the conspiracy in California by making affirmative misrepresentations to California consumers, as well as misleading them by omission, about the existence, causes, and effects of global warming; and by affirmatively promoting the Fossil Fuel Defendants' fossil fuel products as safe, with knowledge of the disastrous impacts that would result from the intended use of those products. A substantial effect of this conspiracy has also and will also occur in California, as the State has suffered and will suffer injuries from Defendants' wrongful conduct, including but not limited to the following: extreme heat, severe droughts, water shortages, catastrophic wildfires, public health injuries,

massive storms, flooding, damage to agriculture, sea level rise, coastal erosion, damage to ecosystems and habitat, biodiversity disruption, and other social and economic consequences of these environmental changes. Defendants knew or should have known—based on information provided to them from their internal research divisions, affiliates, trade associations, and industry groups—that their actions in California and elsewhere would result in these injuries in and to the State. Finally, the climate effects described herein are direct and foreseeable results of Defendants' conduct in furtherance of the conspiracy.

26. Venue is proper in this Court pursuant to Code of Civil Procedure section 393, subdivision (a), because the violations of law and the public nuisance alleged in this Complaint occurred in San Francisco County and throughout California.

IV. FACTUAL BACKGROUND

A. Defendants Are Substantially Responsible for Causing and Accelerating Climate Change

27. The earth's atmosphere is warming, sea level is rising, snow and ice cover is diminishing, oceans are warming and acidifying, and hydrologic systems have been altered, among other rapidly accelerating changes to our climate. These changes are directly harming people's health, lives, lifestyles, and livelihoods. According to the IPCC, the evidence that humans are causing this warming of the Earth is unequivocal.[3]

28. Greenhouse gas emissions caused by human activities are the most significant driver of climate change and ocean acidification.[4] Over the past couple of decades, those emission rates have accelerated, exceeding those predicted under previous "worst case" global emissions scenarios. The severity of the continuing impacts of climate change on California will depend on the success of mitigation and adaptation efforts in California and on the reduction of fossil fuel consumption.[5]

[3] IPCC, Climate Change 2021: The Physical Science Basis, Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change (2021) pp. v, 4, 41, 63, 150, 425, 506, available at https://report.ipcc.ch/ar6/wg1/IPCC_AR6_WGI_FullReport.pdf (as of Sept. 13, 2023).

[4] *Id.* at p. 41.

[5] See Bedsworth et al., Statewide Summary Report, California's Fourth Climate Change

29. Greenhouse gases are largely byproducts of human combustion of fossil fuels to produce energy and use of fossil fuels to create petrochemical products. While there are several greenhouse gases contributing to climate change, CO_2 is the primary greenhouse gas emitted as a result of human activities.

30. Prior to World War II, most anthropogenic CO_2 emissions were caused by land-use practices, such as forestry and agriculture, which altered the ability of the land and global biosphere to absorb CO_2 from the atmosphere. The impacts of such activities on Earth's climate were relatively minor. Since that time, however, both the annual rate and total volume of anthropogenic CO_2 emissions have increased enormously following the dramatic rise of the combustion of oil, gas, and coal, in particular in transportation and the stationary energy market.

31. The graph below illustrates that fossil fuel emissions are the dominant source of increases in atmospheric CO_2 since the mid-twentieth century:

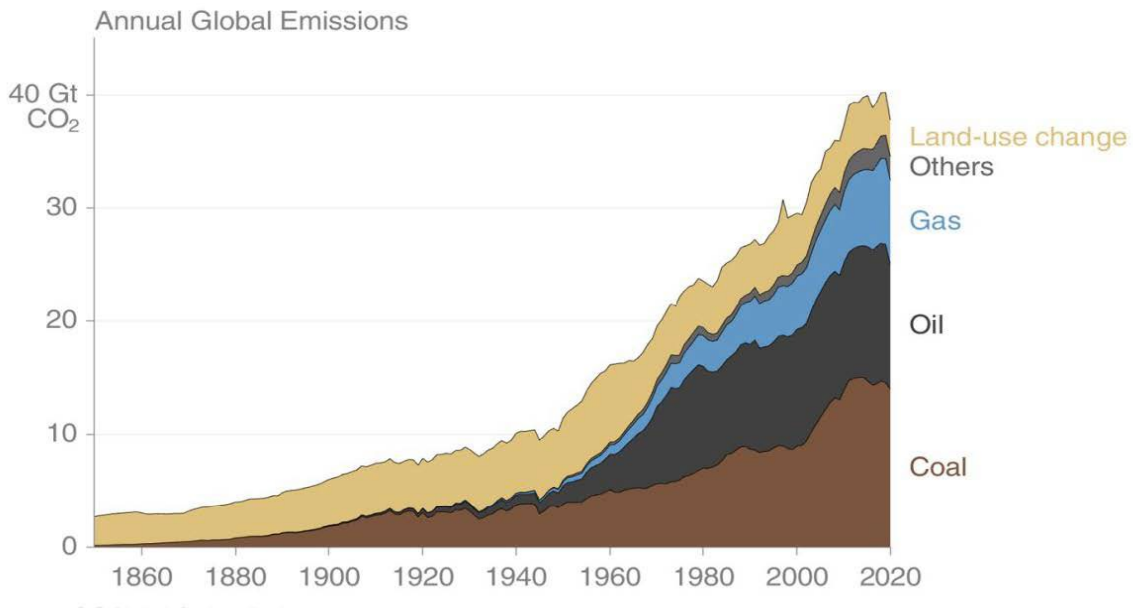

Figure 1: Annual Global Emissions, 1850–2020[6]

Assessment (2018) pp. 8-13, 20, 70, available at https://www.climateassessment.ca.gov/state/ (as of Sept. 14, 2023).

[6] Global Carbon Project, Global Carbon Budget 2021 (Nov. 4, 2021) p. 83, available at https://www.globalcarbonproject.org/carbonbudget/archive/2021/GCP_CarbonBudget_2021.pdf (as of Sept. 13, 2023).

32. This acceleration of fossil fuel emissions has led to a correspondingly sharp rise in atmospheric concentration of CO_2. Since 1960, the concentration of CO_2 in the atmosphere has spiked from under 320 parts per million (ppm) to approximately 423 ppm.[7] The concentration of atmospheric CO_2 has also been accelerating. From 1960 to 1970, atmospheric CO_2 increased by an average of approximately 0.9 ppm per year; over the last five years, it has increased by approximately 2.4 ppm per year.[8]

33. Figure 2 indicates the tight nexus between the sharp increase in emissions from the combustion of fossil fuels and the steep rise of atmospheric concentrations of CO_2.

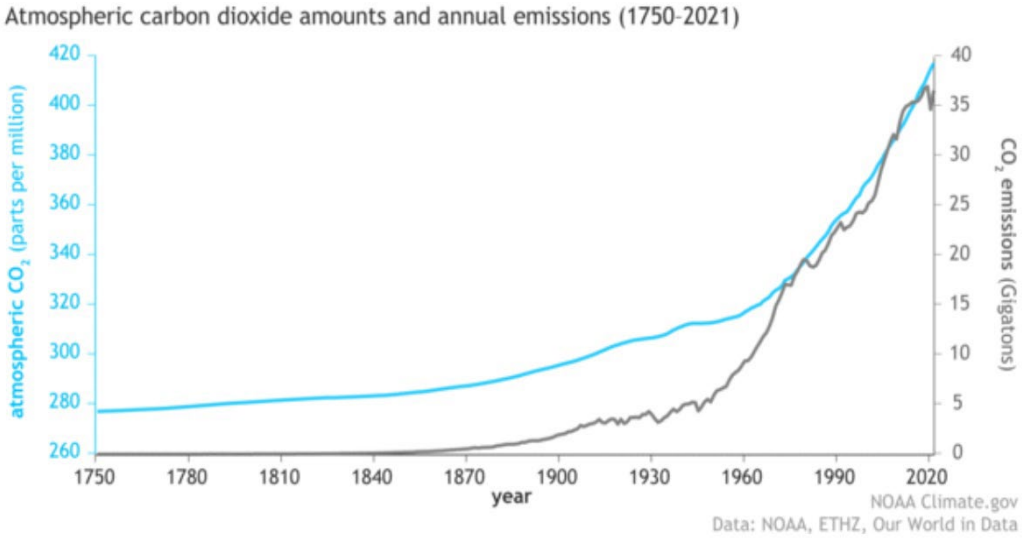

Figure 2: Atmospheric CO_2 Concentration and Annual Emissions[9]

34. Because of the increased burning of fossil fuel products, concentrations of greenhouse gases in the atmosphere are now at an unprecedented level, one not seen in at least three million years.[10]

[7] Global Monitoring Laboratory, NOAA, Trends in Atmospheric Carbon Dioxide, Full Record, available at https://gml.noaa.gov/ccgg/trends/mlo.html (as of Sept. 13, 2023).

[8] Global Monitoring Laboratory, NOAA, Trends in Atmospheric Carbon Dioxide, Growth Rate, available at https://gml.noaa.gov/ccgg/trends/gr.html (as of Sept. 13, 2023).

[9] Lindsey, NOAA, Climate Change: Atmospheric Carbon Dioxide (May 12, 2023), available at https://www.climate.gov/news-features/understanding-climate/climate-change-atmospheric-carbon-dioxide (as of Sept. 13, 2023).

[10] *More CO2 Than Ever Before in 3 Million Years, Shows Unprecedented Computer Simulation*, Science Daily (Apr. 3, 2019), available at https://www.sciencedaily.com/releases/2019/04/190403155436.htm (as of Sept. 13, 2023).

35. As greenhouse gases accumulate in the atmosphere, the Earth radiates less energy back to space. This accumulation and associated disruption of the Earth's energy balance have myriad environmental and physical consequences, including, but not limited to, the following:

a. Warming of the Earth's average surface temperature, both locally and globally, and increased frequency and intensity of heat waves. To date, global average surface temperatures have risen approximately 1.09°C (1.96°F) above preindustrial temperatures; temperatures in particular locations have risen more.

b. Changes to the global climate generally, bringing about longer droughts and dry periods interspersed with fewer and more severe periods of precipitation, and associated impacts to the quantity and quality of water resources available to both human and ecological systems.

c. Increased frequency and intensity of extreme weather events due to increases in evaporation, evapotranspiration, and precipitation, a consequence of the warming atmosphere's increased ability to hold moisture.

d. Adverse impacts on human health associated with extreme weather, extreme heat, worsening air quality, and vector-borne illnesses.

e. Flooding and inundation of land and infrastructure, increased erosion, higher wave run-up and tides, increased frequency and severity of storm surges, saltwater intrusion, and other impacts of higher sea levels.

f. Sea level rise, due to the thermal expansion of warming ocean waters and runoff from melting glaciers and ice sheets.

g. Ocean acidification, primarily due to the increased uptake of atmospheric carbon dioxide by the oceans.

h. Changes to terrestrial and marine ecosystems, and consequent impacts on the populations and ranges of flora and fauna.

36. As discussed below, these consequences of Defendants' tortious and deceptive conduct and its exacerbation of the climate crisis are already impacting California, its communities, its people's health, and its natural resources, and these impacts will continue to increase in severity. Absent Defendants' tortious and deceptive conduct and resultant

contributions to global warming, these harmful effects would have been far less extreme than those currently occurring. Similarly, future harmful effects would also have been far less detrimental—or would have been avoided entirely.[11]

37. From at least 1965 until the present, Defendants unduly inflated the market for fossil fuel products by aggressively promoting the use of these products while knowing their associated dangers, and by misrepresenting and concealing the hazards of those products to deceive consumers and the public about the consequences of everyday use of fossil fuel products. Consequently, substantially more anthropogenic greenhouse gases have been emitted into the environment than would have been emitted absent Defendants' tortious and deceptive conduct.

38. By quantifying GHG pollution attributable to the Fossil Fuel Defendants' products and conduct, climatic and environmental responses to those emissions are also calculable and can be attributed to the Fossil Fuel Defendants both on an individual and an aggregate basis.[12]

39. Defendants' tortious, deceptive, and unconscionable conduct, as alleged herein, caused a substantial portion of the global atmospheric GHG concentrations, and the past, ongoing, and future disruptions to the environment—and consequent injuries to California, its communities, and its resources—associated therewith.

40. Defendants, individually and collectively, have substantially and measurably contributed to California's climate crisis-related injuries.

B. Defendants Went to Great Lengths to Understand the Dangers Associated with Fossil Fuel Products, and Either Knew or Should Have Known of Those Dangers

41. Defendants have known about the potential warming effects of GHG emissions since as early as the 1950s, and they developed a sophisticated understanding of climate change that far exceeded the knowledge of the general public. Although it was concealed at the time, the

[11] See, e.g., Clark et al., *Consequences of Twenty-First-Century Policy for Multi-Millennial Climate and Sea-Level Change* (2016) 6 Nature Climate Change 360, 365 ("Our modelling suggests that the human carbon footprint of about [470 billion tons] by 2000 . . . has already committed Earth to a [global mean sea level] rise of ~1.7m (range of 1.2 to 2.2 m).").

[12] See Heede, *Tracing Anthropogenic Carbon Dioxide and Methane Emissions to Fossil Fuel and Cement Producers, 1854–2010* (2014) 122 Climatic Change 229, available at https://link.springer.com/article/10.1007/s10584-013-0986-y (as of Sept. 13, 2023).

industry's knowledge was uncovered in 2015 by journalists at *Inside Climate News* and the *Los Angeles Times*, among others.[13]

42. In 1954, geochemist Harrison Brown and his colleagues at the California Institute of Technology wrote to API, informing the trade association of their finding that fossil fuels had caused atmospheric carbon dioxide levels to increase by about 5% since 1840.[14] API continued to fund the scientists for various research projects and measurements of carbon dioxide, but the results were never published.[15] In 1957, H.R. Brannon of Humble Oil Company (predecessor-in-interest to Exxon) measured an increase in atmospheric carbon dioxide attributable to fossil fuels, similar to—and in agreement with—that measured by Harrison Brown.[16]

43. In 1959, API organized an oil industry celebration in New York City.[17] High-level oil industry executives were in attendance, and one of the keynote speakers was the nuclear physicist Edward Teller. Teller warned the industry that "a temperature rise corresponding to a 10[%] increase in carbon dioxide will be sufficient to melt the icecap and submerge . . . [a]ll the coastal cities." Teller added that since "a considerable percentage of the human race lives in coastal regions, I think that this chemical contamination is more serious than most people tend to believe."[18] Following his speech, Teller was asked to "summarize briefly the danger from

[13] See, e.g., Banerjee et al., *Exxon's Own Research Confirmed Fossil Fuels' Role in Global Warming Decades Ago*, L.A. Times (Sept. 16, 2015), available at https://insideclimatenews.org/news/16092015/exxons-own-research-confirmed-fossil-fuels-role-in-global-warming/ (as of Sept. 13, 2023); Jennings et al., *How Exxon went from leader to skeptic on climate change research*, L.A. Times (Oct. 23, 2015), available at https://graphics.latimes.com/exxon-research (as of Sept. 13, 2023); Jerving et al., *What Exxon knew about the Earth's melting Arctic*, L.A. Times (Oct. 9, 2015), available at https://graphics.latimes.com/exxon-arctic/ (as of Sept. 13, 2023); Lieberman et al., *Big Oil braced for global warming while it fought regulations*, L.A. Times (Dec. 31, 2015), available at https://graphics.latimes.com/oil-operations (as of Sept. 13, 2023).

[14] Franta, *Early Oil Industry Knowledge of CO2 and Global Warming* (2018) 8 Nature Climate Change 1024, 1024.

[15] *Ibid*.

[16] *Ibid.*; Brannon, Jr. et al., *Radiocarbon Evidence on the Dilution of Atmospheric and Oceanic Carbon by Carbon from Fossil Fuels* (1957) 38 Am. Geophysical Union Transactions 643, 644-46.

[17] See Nevins & Dunlop, Energy and Man: A Symposium (1960). See also Franta, *Early Oil Industry Knowledge of CO2 and Global Warming*, *supra*, p. 1024.

[18] Edward Teller, *Energy Patterns of the Future*, in Energy and Man: A Symposium (1960) p. 58.

increased carbon dioxide content in the atmosphere in this century." He responded that "there is a possibility the icecaps will start melting and the level of the oceans will begin to rise."[19]

44. In 1965, the president of API, Frank Ikard, addressed leaders of the petroleum industry at the trade association's annual meeting. Ikard relayed the findings of a recent report to industry leaders, saying, "[o]ne of the most important predictions of the report is that carbon dioxide is being added to the earth's atmosphere by the burning of coal, oil, and natural gas at such a rate that by the year 2000 the heat balance will be so modified as possibly to cause marked changes in climate beyond local or even national efforts," and quoting the report's finding that "the pollution from internal combustion engines is so serious, and is growing so fast, that an alternative nonpolluting means of powering automobiles, buses, and trucks is likely to become a national necessity."[20]

45. Thus, by 1965, Defendants and their predecessors-in-interest were aware that the scientific community had found that fossil fuel products, if their use continued to grow, would cause global warming by the end of the century, and that such global warming would have wide-ranging and costly consequences.

46. In 1968, API received a report from the Stanford Research Institute, which it had hired to assess the state of research on environmental pollutants, including carbon dioxide.[21] The assessment stated: "Significant temperature changes are almost certain to occur by the year 2000, and . . . there seems to be no doubt that the potential damage to our environment could be severe." The scientists warned of "melting of the Antarctic ice cap" and informed API that "[p]ast and present studies of CO_2 are detailed and seem to explain adequately the present state of CO_2 in the atmosphere." What was missing, the scientists said, was work on "air pollution technology and . . . systems in which CO_2 emissions would be brought under control."[22]

[19] *Id*. at p. 70.

[20] Ikard, *Meeting the Challenges of 1966*, in Proceedings of the American Petroleum Institute (1965) p. 13, available at https://www.documentcloud.org/documents/5348130-1965-API-Proceedings (as of Sept. 13, 2023).

[21] Robinson & Robbins, Stanford Research Institute, Sources, Abundance, and Fate of Gaseous Atmospheric Pollutants (Feb. 1968) pp. 109-10, available at https://www.smokeandfumes.org/documents/document16 (as of Sept. 13, 2023).

[22] *Id.* at pp. 108, 112.

47. In 1969, the Stanford Research Institute delivered a supplemental report on air pollution to API, projecting with alarming particularity that atmospheric CO_2 concentrations would reach 370 ppm by 2000.[23] This projection turned out to almost exactly match the actual CO_2 concentrations measured in 2000 of 369.64 ppm.[24] The report explicitly connected the rise in CO_2 levels to the combustion of fossil fuels, finding it "unlikely that the observed rise in atmospheric CO_2 has been due to changes in the biosphere."[25] By virtue of their membership and participation in API at that time, the Fossil Fuel Defendants received or should have received the Stanford Research Institute reports, and thus were on notice of the conclusions in those reports. [26]

48. In 1977, James Black of Exxon gave a presentation to Exxon executives on the "greenhouse effect," which was summarized in an internal memo the following year. Black reported that "current scientific opinion overwhelmingly favors attributing atmospheric carbon dioxide increase to fossil fuel consumption," and that doubling atmospheric carbon dioxide would, according to the best climate model available, "produce a mean temperature increase of about 2°C to 3°C over most of the earth," with two to three times as much warming at the poles.[27] Black reported that the impacts of global warming would include "more rainfall," which would "benefit some areas and would harm others," and that "[s]ome countries would benefit, but others could have their agricultural output reduced or destroyed." "Even those nations which are favored, however, would be damaged for a while since their agricultural and industrial patterns have been established on the basis of the present climate." Finally, Black reported that "[p]resent

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[23] Robinson & Robbins, Stanford Research Institute, Sources, Abundance, and Fate of Gaseous Atmospheric Pollutants Supplement (June 1969) p. 3.

[24] NASA Goddard Institute for Space Studies, Global Mean CO_2 Mixing Ratios (ppm): Observations, available at https://data.giss.nasa.gov/modelforce/ghgases/Fig1A.ext.txt (as of Sept. 13, 2023).

[25] Robinson & Robbins, Sources, Abundance, and Fate of Gaseous Atmospheric Pollutants Supplement, *supra*, p. 19.

[26] Abstracts of the Stanford Research Institute studies were included in a 1972 API status report to its members. See American Petroleum Institute, Committee for Air and Water Conservation, Environmental Research: A Status Report (Jan. 1972) p. 103, available at http://files.eric.ed.gov/fulltext/ED066339.pdf (as of Sept. 13, 2023).

[27] J.F. Black, Exxon Research and Engineering Co., memorandum to F.G. Turpin, Exxon Research and Engineering Co. re The Greenhouse Effect (June 6, 1978) pp. 2, 23, available at https://www.documentcloud.org/documents/2805568-1978-Exxon-Presentation-on-Greenhouse-Effect (as of Sept. 13, 2023).

thinking holds that man has a time window of five to ten years before the need for hard decisions regarding changes in energy strategies might become critical."[28] The figure below, reproduced from Black's memo, illustrates Exxon's understanding of the timescale and magnitude of global warming that its products would cause.

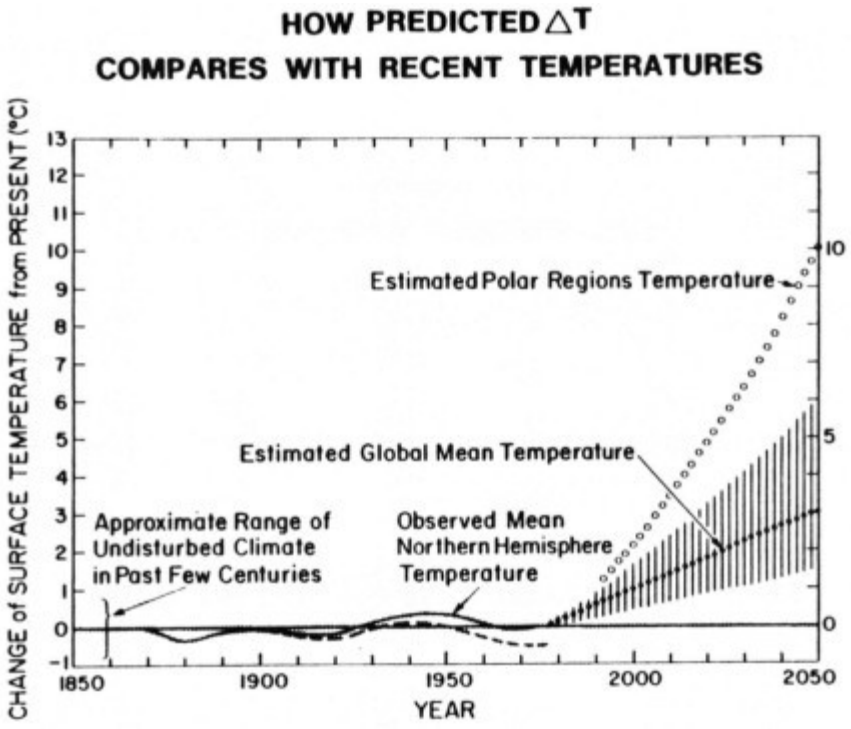

Figure 3: Future Global Warming Predicted Internally by Exxon in 1978[29]

49. In 1979, an internal Exxon memorandum stated, "The most widely held theory [about the increase in CO_2 concentration in the atmosphere] is that: The increase is due to fossil fuel combustion; [i]ncreasing CO_2 concentration will cause a warming of the earth's surface; [and t]he present trend of fossil fuel consumption will cause dramatic environmental effects before the year 2050. . . . The potential problem is great and urgent." The memo added that, if limits were not placed on fossil fuel production,

> Noticeable temperature changes would occur around 2010 as the [CO_2] concentration reaches 400 ppm. Significant climatic changes occur around 2035 when the concentration approaches 500 ppm. A doubling of the pre-industrial concentration

[28] *Id.* at p. 2.

[29] *Id.* at p. 26. The company predicted global warming of 1°C to 3°C by 2050, with 10°C warming in polar regions. The difference between the lower dashed and solid curves prior to 1977 represents global warming that Exxon believed may already have been occurring. (*Ibid.*)

> [i.e., 580 ppm] occurs around 2050. The doubling would bring about dramatic changes in the world's environment[.][30]

50. Those projections proved remarkably accurate. Annual average atmospheric CO_2 concentrations surpassed 400 ppm in 2015 for the first time in millions of years.[31] Limiting the carbon dioxide concentration in the atmosphere to 440 ppm, or a 50% increase over preindustrial levels, which the Exxon memo said was "assumed to be a relatively safe level for the environment," would require fossil fuel emissions to peak in the 1990s and non-fossil energy systems to be rapidly deployed. Eighty percent of fossil fuel resources, the memo calculated, would have to be left in the ground to avoid doubling atmospheric carbon dioxide concentrations. Certain fossil fuels, such as shale oil, could not be substantially exploited at all.[32]

51. But instead of heeding these dire and repeated warnings, in November 1979, according to internal correspondence, Exxon urged "a very aggressive defensive program in . . . atmospheric science and climate because there is a good probability that legislation affecting our business will be passed."[33] It urged an expanded research effort to "influence possible legislation on environmental controls" and suggested the formation of a "small task force" to evaluate a potential program in CO_2 and climate, acid rain, carcinogens, fine particulates, and other pollution issues caused by fossil fuels.[34]

52. In 1979, API and its members, including the Fossil Fuel Defendants, convened a Task Force to monitor and share cutting-edge climate research among members of the oil industry. This Climate and Energy Task Force (hereinafter referred to as "CO_2 Task Force") included senior scientists and engineers from nearly every major U.S. and multinational oil and gas

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[30] W.L. Ferrall, Exxon Research and Engineering Co., memorandum to Dr. R.L. Hirsch re Controlling Atmospheric CO_2 (Oct. 16, 1979) pp. 1-2, 5, available at https://www.industrydocuments.ucsf.edu/docs/mqwl0228 (as of Sept. 13, 2023).

[31] Jones, *How the World Passed a Carbon Threshold and Why It Matters*, Yale Env't 360 (Jan. 26, 2017), available at http://e360.yale.edu/features/how-the-world-passed-a-carbon-threshold-400ppm-and-why-it-matters (as of Sept. 13, 2023).

[32] W.L. Ferrall, Controlling Atmospheric CO_2, *supra*, pp. 3, 6-7.

[33] H. Shaw memorandum to H.N. Weinberg re Research in Atmospheric Science (Nov. 19, 1979) p. 2, available at https://www.industrydocuments.ucsf.edu/docs/yqwl0228 (as of Sept. 13, 2023).

[34] *Id.* at pp. 1-2.

company—including Exxon, Mobil, Amoco, Phillips, Texaco, Shell, and Standard Oil of Ohio, as well as Standard Oil of California and Gulf Oil, the predecessors to Chevron—and was charged with monitoring research, evaluating the implications of emerging science for the petroleum and gas industries, and identifying where potential reductions in GHG emissions from Defendants' fossil fuel products could be made.[35]

53. In 1979, a paper prepared by API for the CO_2 Task Force asserted that CO_2 concentrations were rising, and predicted that, although global warming would occur, it would likely go undetected until approximately the year 2000 because its effects were being temporarily masked by a natural cooling trend, which would revert to a warming trend around 1990, adding to the warming caused by CO_2.[36]

54. In 1980, at the invitation of the CO_2 Task Force, climate expert J. Laurman delivered to API members a presentation providing a "complete technical discussion" of global warming caused by fossil fuels, including "the scientific basis and technical evidence of CO_2 buildup, impact on society, methods of modeling and their consequences, uncertainties, policy implications, and conclusions that can be drawn from present knowledge."[37] Laurmann informed the CO_2 Task Force of the "scientific consensus on the potential for large future climatic response to increased CO_2 levels" and that there was "strong empirical evidence that [the carbon dioxide] rise [was] caused by anthropogenic release of CO_2, mainly from fossil fuel burning."[38] According to Laurmann, unless fossil fuel production and use were controlled, atmospheric carbon dioxide would be twice preindustrial levels by 2038, using a 3% per annum growth of atmospheric release rate, with "likely impacts" along the following trajectory:

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[35] Banerjee, *Exxon's Oil Industry Peers Knew About Climate Dangers in the 1970s, Too*, Inside Climate News (Dec. 22, 2015), available at https://insideclimatenews.org/news/22122015/exxon-mobil-oil-industry-peers-knew-about-climate-change-dangers-1970s-american-petroleum-institute-api-shell-chevron-texaco/ (as of Sept. 13, 2023).

[36] R.J. Campion memorandum to J.T. Burgess re Comments on The API's Background Paper on CO2 Effects (Sept. 6, 1979), available at https://www.industrydocuments.ucsf.edu/docs/lqwl0228 (as of Sept. 13, 2023).

[37] J. J. Nelson, American Petroleum Institute, letter to AQ-9 Task Force re The CO2 Problem; Addressing Research Agenda Development (Mar. 18, 1980) p. 2, available at https://www.industrydocuments.ucsf.edu/docs/gffl0228 (as of Sept. 14, 2023).

[38] *Id.* at pp. 9-10 (full capitalization in original removed).

1°C RISE (2005): BARELY NOTICEABLE

2.5°C RISE (2038): MAJOR ECONOMIC CONSEQUENCES, STRONG REGIONAL DEPENDENCE

5°C RISE (2067): GLOBALLY CATASTROPHIC EFFECTS

Laurmann warned the CO_2 Task Force that global warming of 2.5°C would "bring[] world economic growth to a halt." The minutes of the meeting, which were distributed to the entire CO_2 Task Force, show that one of the Task Force's goals was "to help develop ground rules for … the cleanup of fuels as they relate to CO_2 creation," and the Task Force discussed potential research into the market and technical requirements for a worldwide "energy source changeover" away from fossil fuels.[39]

55. In 1980, a Canadian Esso (Exxon) company reported to managers and staff at affiliated Esso and Exxon companies that there was "no doubt" that fossil fuels were aggravating the build-up of CO_2 in the atmosphere, and that "[t]echnology exists to remove CO_2 from stack gases but removal of only 50% of the CO_2 would double the cost of power generation."[40]

56. In December 1980, an Exxon manager distributed a memorandum on the "CO_2 Greenhouse Effect" attributing future buildup of carbon dioxide to fossil fuel use, and explaining that internal calculations indicated that atmospheric carbon dioxide could double by around 2060, "most likely" resulting in global warming of approximately 3.0 ± 1.5°C.[41] Calculations predicting a lower temperature increase, such as 0.25°C, were "not held in high regard by the scientific community[.]" The memo also reported that such global warming would cause "increased rainfall[] and increased evaporation," which would have a "dramatic impact on soil moisture, and in turn, on agriculture" and other "serious global problems[.]" The memo called for "society" to pay the bill, estimating that some adaptive measures would cost no more than "a few percent" of

[39] *Id.* at pp. 1, 13.

[40] Imperial Oil Ltd., Review of Environmental Protection Activities for 1978–1979 (Aug. 6, 1980) p. 2, available at http://www.documentcloud.org/documents/2827784-1980-Imperial-Oil-Review-of- Environmental.html#document/ (as of Sept. 13, 2023).

[41] Henry Shaw memorandum to T.K. Kett re Exxon Research and Engineering Company's Technological Forecast: CO2 Greenhouse Effect (Dec. 18, 1980) p. 3, available at https://www.documentcloud.org/documents/2805573-1980-Exxon-Memo-Summarizing-Current-Models-And.html (as of Sept. 13, 2023).

Gross National Product.[42] Shaw also reported that Exxon had studied various responses for avoiding or reducing a carbon dioxide build-up, including "stopping all fossil fuel combustion at the 1980 rate" and "investigat[ing] the market penetration of non-fossil fuel technologies." The memo estimated that such non-fossil energy technologies "would need about 50 years to penetrate and achieve roughly half of the total [energy] market."[43] The memo included the figure below, which illustrates both the global warming anticipated by Exxon and the company's understanding that significant global warming would occur:

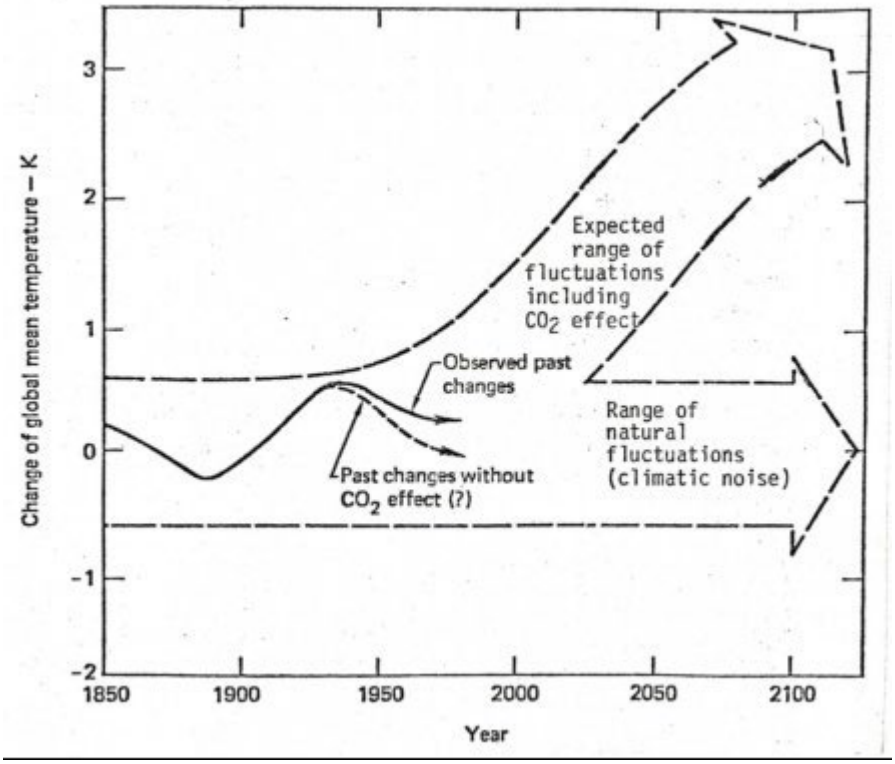

Figure 4: Future Global Warming Predicted Internally by Exxon in 1980[44]

57. In February 1981, Exxon's Contract Research Office prepared and distributed a "Scoping Study on CO_2" to the leadership of Exxon Research and Engineering Company.[45] The study reviewed Exxon's carbon dioxide research and considered whether to expand its research

[42] *Id.* at pp. 3-5.
[43] *Id.* at pp. 5-6.
[44] *Id.* at p. 12. The company anticipated a doubling of carbon dioxide by around 2060 and that the oceans would delay the warming effect by a few decades, leading to approximately 3°C warming by the end of the century.
[45] G.H. Long, Exxon Research and Engineering Co., letter to P.J. Lucchesi et al. re Atmospheric CO Scoping Study (Feb. 5, 1981), https://www.industrydocuments.ucsf.edu/docs/yxfl0228 (as of Sept. 13, 2023).

on carbon dioxide or global warming further. It recommended against expanding those research areas because Exxon's current research programs were sufficient for achieving the company's goals of closely monitoring federal research, building credibility and public relations value, and developing in-house expertise regarding CO_2 and global warming, and noted that Exxon employees were actively monitoring and keeping the company apprised of outside research developments, including those on climate modeling and "CO_2-induced effects." In discussing "options for reducing CO_2 build-up in the atmosphere," the study noted that although capturing CO_2 from flue gases (i.e., exhaust gas produced by combustion) was technologically possible, the cost was high, and "energy conservation or shifting to renewable energy sources[] represent the only options that might make sense."[46]

58. Thus, by 1981, Exxon and other fossil fuel companies were actively monitoring all aspects of CO_2 and global warming research, and Exxon had recognized that a shift away from fossil fuels and towards renewable energy sources would be necessary to avoid a large CO_2 build-up in the atmosphere and resultant global warming.

59. An Exxon scientist warned colleagues in a 1981 internal memorandum that "future developments in global data gathering and analysis, along with advances in climate modeling, may provide strong evidence for a delayed CO_2 effect of a truly substantial magnitude," and that under certain circumstances it would be "very likely that we will unambiguously recognize the threat by the year 2000."[47] The memo expressed concern about the potential effects of unabated CO_2 emissions from Defendants' fossil fuel products, saying, "it is distinctly possible that [Exxon Planning Division's] scenario will later produce effects which will indeed be catastrophic (at least for a substantial fraction of the world's population)."[48]

60. In 1982, another report prepared for API by climate scientists recognized that the atmospheric CO_2 concentration had risen significantly compared to the concentration at the

[46] *Ibid.*

[47] R.W. Cohen memorandum to W. Glass (Aug. 18, 1981), available at http://www.climatefiles.com/exxonmobil/1981-exxon-memo-on-possible-emission-consequences-of-fossil-fuel-consumption.

[48] *Ibid*.

beginning of the industrial revolution. It went further, warning that "[s]uch a warming can have serious consequences for man's comfort and survival since patterns of aridity and rainfall can change, the height of the sea level can increase considerably and the world food supply can be affected."[49] Exxon's own modeling research confirmed this.[50] In a 1982 internal memorandum, Exxon's Corporate Research and Science Laboratories acknowledged a consensus "that a doubling of atmospheric CO_2 from its pre-industrial revolution value would result in an average global temperature rise of (3.0 ± 1.5)°C [5.4 ± 2.7 °F]" as well as "unanimous agreement in the scientific community that a temperature increase of this magnitude would bring about significant changes in the earth's climate[.]"[51]

61. Also in 1982, Exxon's Environmental Affairs Manager distributed a primer on climate change to Exxon management; it was "restricted to Exxon personnel and not [to be] distributed externally."[52] The primer explained the science behind climate change, confirmed fossil fuel combustion as a primary anthropogenic contributor to global warming, and estimated a CO_2 doubling by 2090 with a "Most Probable Temperature Increase" of more than 2° C over the 1979 level, as shown in the figure on the following page.[53] The report also warned that "disturbances in the existing global water distribution balance would have dramatic impact on soil moisture, and in turn, on agriculture," and that the American Midwest would become much drier. It further warned of "potentially catastrophic effects that must be considered[.]"[54] It concluded

[49] American Petroleum Institute, Climate Models and CO_2 Warming: A Selective Review and Summary (Mar. 1982) p. 4, available at https://www.climatefiles.com/trade-group/american-petroleum-institute/api-climate-models-and-co2-warming-a-selective-review-and-summary/ (as of Sept. 13, 2023).

[50] See Roger W. Cohen, Exxon Research and Engineering Co., memorandum to A.M. Natkin, Office of Science and Technology, Exxon Corp. (Sept. 2, 1982), available at https://www.climatefiles.com/exxonmobil/1982-exxon-memo-summarizing-climate-modeling-and-co2-greenhouse-effect-research/ (as of Sept. 13, 2023).

[51] *Id.* at p. 1.

[52] M.B. Glaser, Exxon Research and Engineering Co., memorandum to R.W. Cohen et al. re CO_2 "Greenhouse" Effect (Nov. 12, 1982) p. 1, available at https://insideclimatenews.org/wp-content/uploads/2015/09/1982-Exxon-Primer-on-CO2-Greenhouse-Effect.pdf (as of Sept. 13, 2023).

[53] *Id.* at pp. 1, 7.

[54] *Id.* at p. 11.

that "[a]ll biological systems are likely to be affected," and "the most severe economic effects could be on agriculture."[55]

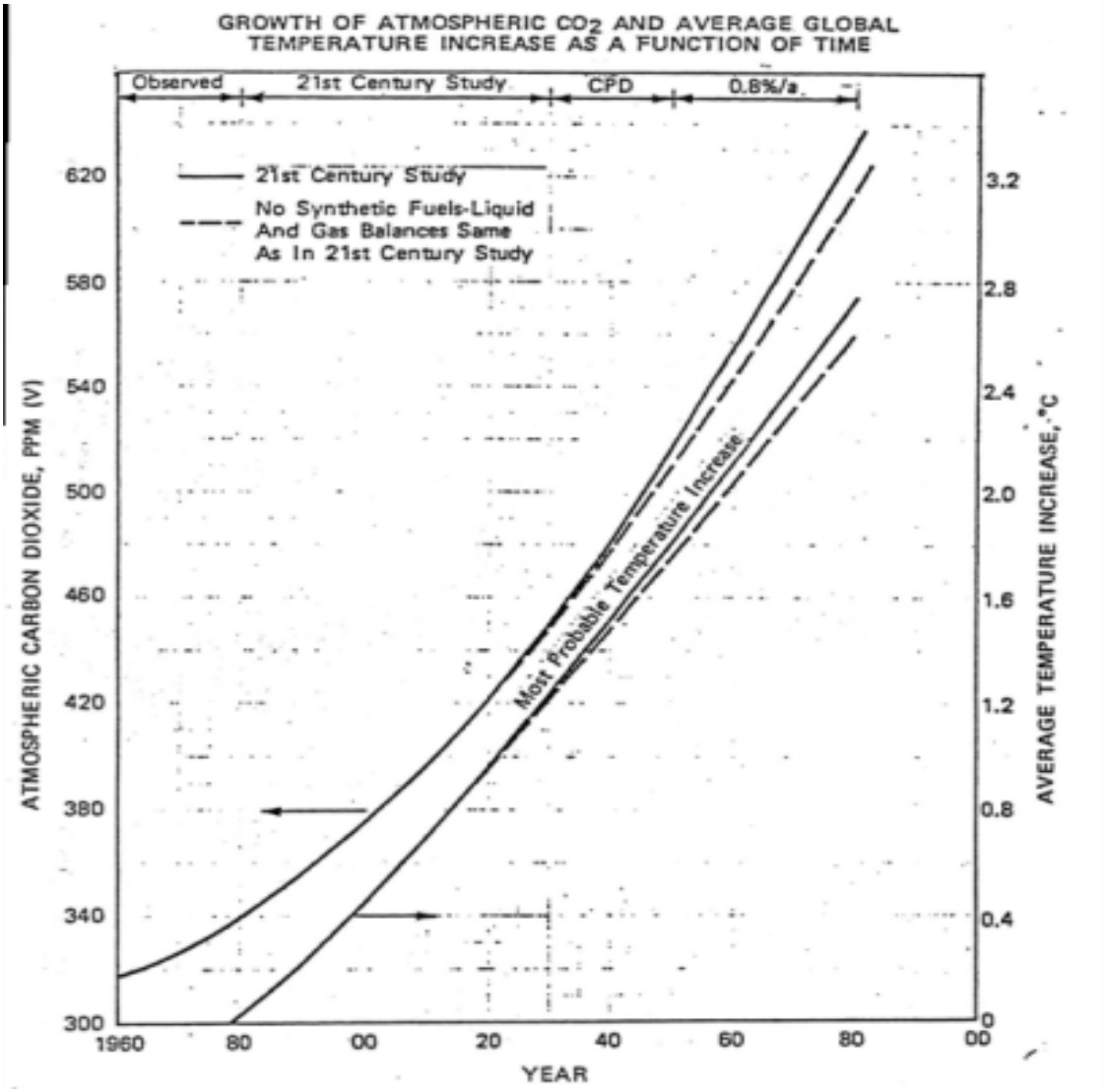

Figure 5: Exxon's Internal Prediction of Future CO_2 Increase and Global Warming from 1982[56]

62. The report recommended studying "soil erosion, salinization, or the collapse of irrigation systems" in order to understand how society might be affected and might respond to global warming, as well as "[h]ealth effects" and "stress associated with climate related famine or

[55] *Id.* at p. 14.

[56] *Id.* at p. 7. The company predicted a doubling of atmospheric carbon dioxide concentrations above preindustrial levels by around 2090 (left curve), with a temperature increase of more than 2° C over the 1979 level (right curve).

migration[.]"[57] The report estimated that undertaking "[s]ome adaptive measures" (not all of them) would cost "a few percent of the gross national product estimated in the middle of the next century" (gross national product was $25,640 billion in 2022).[58] To avoid such impacts, the report discussed a scientific analysis which studied energy alternatives and requirements for introducing them into widespread use, and which recommended that "vigorous development of non-fossil energy sources be initiated as soon as possible."[59] The primer also noted that the analysis indicated that other greenhouse gases related to fossil fuel production, such as methane (which is a more powerful GHG than CO_2), "may significantly contribute to a global warming," and that concerns over CO_2 would be reduced if fossil fuel use were decreased due to "high price, scarcity, [or] unavailability."[60] "Mitigation of the 'greenhouse effect' would require major reductions in fossil fuel combustion," the primer stated.[61] The primer was widely distributed to Exxon leadership.

63. In September 1982, the Director of Exxon's Theoretical and Mathematical Sciences Laboratory, Roger Cohen, wrote Alvin Natkin of Exxon's Office of Science and Technology to summarize Exxon's internal research on climate modeling.[62] Cohen reported:

> [O]ver the past several years a clear scientific consensus has emerged regarding the expected climatic effects of increased atmospheric CO_2. The consensus is that a doubling of atmospheric CO_2 from its pre-industrial revolution value would result in an average global temperature rise of (3.0 ± 1.5) °C. . . . The temperature rise is predicted to be distributed nonuniformly over the earth, with above-average temperature elevations in the polar regions and relatively small increases near the equator. There is unanimous agreement in the scientific community that a temperature increase of this magnitude would bring about significant changes in the earth's climate, including rainfall distribution and alterations in the biosphere. The time required for doubling of atmospheric CO_2 depends on future world consumption of fossil fuels. Current projections indicate that doubling will occur sometime in the latter half of the 21st century. The models predict that CO_2 climate

[57] *Id.* at p. 14.
[58] *Ibid.*; See Fed. Reserve Bank of St. Louis, Gross National Product (updated Mar. 30, 2023), available at https://fred.stlouisfed.org/series/GNPA (as of Sept. 13, 2023).
[59] M.B. Glaser, CO2 "Greenhouse" Effect, *supra*, p. 18.
[60] *Id.* at pp. 18, 29.
[61] *Id.* at p. 2.
[62] Roger W. Cohen, Exxon Research and Engineering Co., memorandum to A.M. Natkin, Exxon Corp. Office of Science and Technology (Sept. 2, 1982), available at https://www.climatefiles.com/exxonmobil/1982-exxon-memo-summarizing-climate-modeling-and-co2-greenhouse-effect-research/ (as of Sept. 14, 2023).

> changes should be observable well before doubling. It is generally believed that the first CO_2-induced temperature increase will not be observable until around the year 2000.

Cohen described Exxon's own climate modeling experiments, reporting that they produced "a global averaged temperature increase that falls well within the range of the scientific consensus," were "consistent with the published predictions of more complex climate models," and were "also in agreement with estimates of the global temperature distribution during a certain prehistoric period when the earth was much warmer than today." "In summary," Cohen wrote, "the results of our research are in accord with the scientific consensus on the effect of increased atmospheric CO_2 on climate."

64. Throughout the early 1980s, at Exxon's direction, Exxon climate scientist Henry Shaw forecasted emissions of CO_2 from fossil fuel use. Those estimates were incorporated into Exxon's twenty-first century energy projections and were distributed among Exxon's various divisions. Shaw's conclusions included an expectation that atmospheric CO_2 concentrations would double in 2090 per the Exxon model, with an attendant 2.3–5.6°F average global temperature increase.[63]

65. During the 1980s, many Defendants formed their own research units focused on climate modeling. API, including the API CO_2 Task Force, provided a forum for the Fossil Fuel Defendants to share their research efforts and corroborate their findings related to anthropogenic GHG emissions.[64]

66. In 1988, the Shell Greenhouse Effect Working Group issued a confidential internal report, "The Greenhouse Effect," which acknowledged global warming's anthropogenic nature: "Man-made carbon dioxide, released into and accumulated in the atmosphere, is believed to warm

[63] Banerjee, *More Exxon Documents Show How Much It Knew About Climate 35 Years Ago*, Inside Climate News (Dec. 1, 2015), available at https://insideclimatenews.org/news/01122015/documents-exxons-early-co2-position-senior-executives-engage-and-warming-forecast/ (as of Sept. 13, 2023).

[64] Banerjee, *Exxon's Oil Industry Peers Knew About Climate Dangers in the 1970s, Too*, Inside Climate News (Dec. 22, 2015), available at https://insideclimatenews.org/news/22122015/exxon-mobil-oil-industry-peers-knew-about-climate-change-dangers-1970s-american-petroleum-institute-api-shell-chevron-texaco/ (as of Sept. 13, 2023).

the earth through the so-called greenhouse effect." The authors also noted the burning of fossil fuels as a primary driver of CO_2 buildup and warned that warming could "create significant changes in sea level, ocean currents, precipitation patterns, regional temperature and weather." They further pointed to the potential for "direct operational consequences" of sea level rise on "offshore installations, coastal facilities and operations (e.g. platforms, harbors, refineries, depots)."[65]

67. The Shell report noted that "by the time the global warming becomes detectable it could be too late to take effective countermeasures to reduce the effects or even to stabilise the situation." The authors mentioned the need to consider policy changes, noting that "the potential implications for the world are . . . so large that policy options need to be considered much earlier," and that research should be "directed more to the analysis of policy and energy options than to studies of what we will be facing exactly."[66]

68. In 1991, a researcher for Exxon's subsidiary Imperial Oil stated to an audience of engineers that greenhouse gases are rising "due to the burning of fossil fuels. . . . Nobody disputes this fact."[67]

69. The fossil fuel industry was at the forefront of carbon dioxide research for much of the latter half of the twentieth century. It worked with many of the field's top researchers to produce exceptionally sophisticated studies and models. For instance, in the mid-1990s, Shell began developing and employing scenarios to plan how the company could respond to various global forces in the future. In one scenario, published in a 1998 internal report, Shell paints an eerily prescient scene:

> In 2010, a series of violent storms causes extensive damage to the eastern coast of the US. Although it is not clear whether the storms are caused by climate change, people are not willing to take further chances. The insurance industry refuses to accept liability, setting off a fierce debate over who is liable: the

[65] Shell Internationale Petroleum, Greenhouse Effect Working Group, The Greenhouse Effect (May 1988) pp. 1, 27, available at https://www.documentcloud.org/documents/4411090-Document3.html#document/p9/a411239 (as of Sept. 13, 2023).

[66] *Id.* at pp. 1, 6.

[67] Jerving et al., *Special Report: What Exxon Knew About Global Warming's Impact on the Arctic*, L.A. Times (Oct. 10, 2015), available at https://www.latimes.com/business/la-na-adv-exxon-arctic-20151011-story.html (as of Sept. 14, 2023).

> insurance industry, or the government. After all, two successive IPCC reports since 1995 have reinforced the human connection to climate change . . . Following the storms, a coalition of environmental NGOs brings a class-action suit against the US government and fossil-fuel companies on the grounds of neglecting what scientists (including their own) have been saying for years: that something must be done. A social reaction to the use of fossil fuels grows, and individuals become 'vigilante environmentalists' in the same way, a generation earlier, they had become fiercely anti-tobacco. Direct-action campaigns against companies escalate. Young consumers, especially, demand action.[68]

70. Fossil fuel companies did not just consider climate change impacts in scenarios; they also incorporated those impacts in their on-the-ground planning. In the mid-1990s, Exxon, Shell, and Imperial Oil (Exxon) jointly undertook the Sable Offshore Energy Project in Nova Scotia. The project's own Environmental Impact Statement declared, "The impact of a global warming sea-level rise may be particularly significant in Nova Scotia. The long-term tide gauge records at a number of locations along the N.S. coast have shown sea level has been rising over the past century. . . . For the design of coastal and offshore structures, an estimated rise in water level, due to global warming, of 0.5 m [1.64 feet] may be assumed for the proposed project life (25 years)."[69]

71. Climate change research conducted by Defendants and their industry associations frequently acknowledged uncertainties in their climate modeling. Those uncertainties, however, were largely with respect to the magnitude and timing of climate impacts resulting from fossil fuel consumption, not with respect to whether significant changes would eventually occur. Defendants' researchers and the researchers at their industry associations harbored little doubt that climate change was occurring and that fossil fuel products were, and are, the primary cause.

72. Despite the overwhelming information about the threats to people and the planet posed by continued unabated use of their fossil fuel products, the Fossil Fuel Defendants failed to act as they reasonably should have to avoid or mitigate those dire adverse impacts. The Fossil Fuel Defendants instead undertook affirmative efforts to promote their fossil fuel products as safe

[68] Royal Dutch Shell Group, Group Scenarios 1998–2020 (1998) pp. 115, 118, available at http://www.documentcloud.org/documents/4430277-27-1-Compiled.html (as of Sept. 13, 2023).

[69] ExxonMobil, *Sable Project Development Plan*, vol. 3, Environmental Impact Statement (Feb. 1996), pp. 4-77.

and cast doubt in the public's mind about the burgeoning scientific consensus on climate change, as described below. This was an abdication of the Fossil Fuel Defendants' responsibility to consumers and the public, including the State, to act on their knowledge of the reasonably foreseeable hazards of unabated production and consumption of their fossil fuel products.

C. Defendants Did Not Disclose Known Harms Associated with the Intended Use of Fossil Fuel Products, and Instead Affirmatively Concealed Those Harms by Engaging in a Campaign of Deception to Increase the Use of Those Products

73. By 1988, Defendants had amassed a compelling body of knowledge about the role of anthropogenic greenhouse gases, specifically those emitted from the use of fossil fuel products, in causing climate change and its cascading impacts, including disruptions to the hydrologic cycle, extreme precipitation, extreme drought, increasing temperatures, and associated consequences for human communities and the environment.

74. On notice that their products were causing global climate change and dire effects on the planet, the Fossil Fuel Defendants and API faced the decision whether to take steps to limit the damage that the use of fossil fuel products was causing and would continue to cause Earth's inhabitants, including the people of California. Before or thereafter, Defendants could and reasonably should have taken any number of steps to mitigate the damage caused by the use of fossil fuel products. Their own comments reveal an awareness of what steps should have been taken. Defendants should have warned civil society and California consumers of the dangers known to Defendants of the unabated use of fossil fuel products, and they could and should have taken reasonable steps to limit the greenhouse gases emitted by use of fossil fuel products. This would have allowed policymakers to act sooner and more quickly to limit fossil fuel consumption and accelerate the transition to non-carbon sources. This work is now underway, but was wrongfully delayed by Defendants' deception. Simply put, Defendants should have issued warnings commensurate with their own understanding of the risks posed by the expected and intended uses of fossil fuel products.

75. Not only did Defendants fail to issue any warnings, but several key events during the period between 1988 and 1992 prompted them to change their tactics from general research and

internal discussion on climate change to a public campaign aimed at deceiving consumers and the public, including the inhabitants of California. These key events included the following:

a. In 1988, National Aeronautics and Space Administration (NASA) scientists confirmed that human activities were actually contributing to global warming. On June 23, 1988, NASA scientist James Hansen's presentation of this information to Congress engendered significant news coverage and publicity for the announcement, including coverage on the front page of *The New York Times*.[70]

b. On July 28, 1988, Senator Robert Stafford and four bipartisan co-sponsors introduced S. 2666, "The Global Environmental Protection Act," to regulate CO_2 and other greenhouse gases. Three more bipartisan bills to significantly reduce CO_2 pollution were introduced over the following ten weeks, and in August, U.S. Presidential candidate George H.W. Bush pledged that his presidency would combat the greenhouse effect with "the White House effect."[71] Political will in the United States to reduce anthropogenic GHG emissions and mitigate the harms associated with Defendants' fossil fuel products was gaining momentum.

c. In December 1988, the United Nations formed the IPCC, a scientific panel dedicated to providing the world's governments with an objective, scientific analysis of climate change and its environmental, political, and economic impacts.

d. In 1990, the IPCC published its First Assessment Report on anthropogenic climate change,[72] which concluded that (1) "there is a natural greenhouse effect which already keeps the Earth warmer than it would otherwise be," and (2) that

> emissions resulting from human activities are substantially increasing the atmospheric concentrations of the greenhouse gases: carbon dioxide, methane, chlorofluorocarbons (CFCs) and nitrous oxide. These increases will enhance the greenhouse effect, resulting on average in an additional warming of the Earth's

[70] See Frumhoff et al., *The Climate Responsibilities of Industrial Carbon Producers* (2015) 132 Climatic Change 157, 161, available at http://dx.doi.org/10.1007/s10584-015-1472-5 (as of Sept. 13, 2023).

[71] N.Y. Times Editorial Board, *The White House and the Greenhouse*, N.Y. Times (May 9, 1989), available at http://www.nytimes.com/1989/05/09/opinion/the-white-house-and-the-greenhouse.html (as of Sept. 13, 2023).

[72] See IPCC, Reports, available at https://www.ipcc.ch/reports/ (as of Sept. 13, 2023).

> surface. The main greenhouse gas, water vapour, will increase in response to global warming and further enhance it.[73]

The IPCC reconfirmed those conclusions in a 1992 supplement to the First Assessment Report.[74]

e. The United Nations held the 1992 Earth Summit in Rio de Janeiro, Brazil, a major, newsworthy gathering of over 170 world governments, of which more than 100 sent their heads of state. The Summit resulted in the United Nations Framework Convention on Climate Change, an international environmental treaty providing protocols for future negotiations aimed at "stabiliz[ing] greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."[75]

76. Defendants' campaign of deception focused on concealing, discrediting, and/or misrepresenting information that tended to support restricting the use of fossil fuels and transitioning society to a lower-carbon future, thereby decreasing demand for Fossil Fuel Defendants' products. The campaign enabled the Fossil Fuel Defendants to continue their business practice of exploiting fossil fuel reserves and concurrently externalizing the social and environmental costs of their fossil fuel products. Those activities ran counter to Defendants' own prior recognition that the science of anthropogenic climate change was clear, and that action was needed to avoid or mitigate dire consequences to the planet and to communities like California's.

77. The Fossil Fuel Defendants—both on their own and jointly through industry and front groups such as API and the GCC—funded, conceived, planned, and carried out a sustained and widespread campaign of denial and disinformation about the existence of climate change and their products' contribution to it. The campaign included a long-term pattern of direct misrepresentations and material omissions, as well as a plan to influence consumers indirectly by affecting public opinion through the dissemination of misleading information to the press, government, and academia. Although the Fossil Fuel Defendants were competitors in the

[73] IPCC, Climate Change: The IPCC Scientific Assessment (Houghton et al. edits. 1990) p. xi, available at https://www.ipcc.ch/report/ar1/wg1/ (as of Sept. 13, 2023).

[74] IPCC, Climate Change: The 1990 and 1992 IPCC Assessments (1992) p. 52, available at https://www.ipcc.ch/report/climate-change-the-ipcc-1990-and-1992-assessments (as of Sept. 13, 2023).

[75] United Nations, United Nations Framework Convention on Climate Change (1992) art. 2, p. 4, available at https://unfccc.int/resource/docs/convkp/conveng.pdf (as of Sept. 13, 2023).

marketplace, they combined and collaborated with each other and with API on this public campaign to misdirect and stifle public knowledge in order to increase sales and protect profits. The effort included promoting hazardous fossil fuel products through advertising campaigns that failed to warn of the existential risks associated with the use of those products and that were designed to influence consumers to continue using the Fossil Fuel Defendants' fossil fuel products, irrespective of those products' damage to communities and the environment.

78. For example, in 1988, Joseph Carlson, an Exxon public affairs manager, stated in an internal memo that Exxon "is providing leadership through API in developing the petroleum industry position" on "the greenhouse effect."[76] He then went on to describe the "Exxon Position," which included two important messaging tenets, among others: (1) "[e]mphasize the uncertainty in scientific conclusions regarding the potential enhanced Greenhouse effect"; and (2) "[r]esist the overstatement and sensationalization of potential Greenhouse effect which could lead to noneconomic development of nonfossil fuel resources."[77]

79. Reflecting on his time as an Exxon consultant in the 1980s, Professor Martin Hoffert, a former New York University physicist who researched climate change, expressed regret over Exxon's "climate science denial program campaign" in his sworn testimony before Congress:

> [O]ur research [at Exxon] was consistent with findings of the United Nations Intergovernmental Panel on Climate Change on human impacts of fossil fuel burning, which is that they are increasingly having a perceptible influence on Earth's climate. . . . If anything, adverse climate change from elevated CO_2 is proceeding faster than the average of the prior IPCC mild projections and fully consistent with what we knew back in the early 1980's at Exxon. . . . I was greatly distressed by the climate science denial program campaign that Exxon's front office launched around the time I stopped working as a consultant—but not collaborator—for Exxon. The advertisements that Exxon ran in major newspapers raising doubt about climate change were contradicted by the scientific work we had done and continue to do. Exxon was publicly promoting views that its own scientists knew were wrong, and we knew that because we were the major group working on this.[78]

[76] Joseph M. Carlson, memorandum re The Greenhouse Effect (Aug. 3, 1988) p. 7, available at https://assets.documentcloud.org/documents/3024180/1998-Exxon-Memo-on-the-Greenhouse-Effect.pdf (as of Sept. 13, 2023).

[77] *Id*. at pp. 7-8.

[78] Martin Hoffert, former Exxon consultant and Professor Emeritus of Physics at New York University, Examining the Oil Industry's Efforts to Suppress the Truth About Climate Change, Hearing Before the House Comm. on Oversight and Reform, Subcomm. on Civil Rights and Civil Liberties, 116th Cong., 1st Sess., at pp. 7-8 (Oct. 23, 2019), available at https://www.congress.gov/event/116th-congress/house-event/110126 (as of Sept. 13, 2023).

80. A 1994 Shell report entitled "The Enhanced Greenhouse Effect: A Review of the Scientific Aspects" by Royal Dutch Shell's Peter Langcake stands in stark contrast to the company's 1988 report on the same topic. Whereas before the authors had recommended consideration of policy solutions early on, Langcake warned of the potentially dramatic "economic effects of ill-advised policy measures." While the report recognized the IPCC conclusions as the mainstream view, Langcake still emphasized scientific uncertainty, noting, for example, that "the postulated link between any observed temperature rise and human activities has to be seen in relation to natural climate variability, which is still largely unpredictable." The Shell position is stated clearly in the report: "Scientific uncertainty and the evolution of energy systems indicate that policies to curb greenhouse gas emissions beyond 'no regrets' measures could be premature, divert resources from more pressing needs and further distort markets."[79]

81. In 1996, Exxon released a publication called "Global Warming: Who's Right? Facts about a debate that's turned up more questions than answers." In the publication's preface, Exxon CEO Lee Raymond inaccurately stated that "taking drastic action immediately is unnecessary since many scientists agree there's ample time to better understand the climate system." The publication described the greenhouse effect as "unquestionably real and definitely a good thing," while ignoring the severe consequences that would result from the influence of the increased CO_2 concentration on the Earth's climate. Instead, it characterized the greenhouse effect as simply "what makes the earth's atmosphere livable." Directly contradicting Exxon's own internal knowledge and peer-reviewed science, the publication ascribed the rise in temperature since the late nineteenth century to "natural fluctuations that occur over long periods of time" rather than to the anthropogenic emissions that Exxon itself and other scientists had confirmed were responsible. The publication also falsely challenged the computer models that projected the future impacts of unabated fossil fuel product consumption, including those developed by Exxon's own employees, as having been "proved to be inaccurate." The publication contradicted the numerous

[79] Langcake, Shell Internationale Petroleum, The Enhanced Greenhouse Effect: A Review of the Scientific Aspects (Dec. 1994) pp. 1, 9, 14, available at https://www.documentcloud.org/documents/4411099-Document11.html#document/p15/a411511 (as of Sept. 13, 2023).

reports prepared by and circulated among Exxon's staff, and by API, stating that "the indications are that a warmer world would be far more benign than many imagine . . . moderate warming would reduce mortality rates in the U.S., so a slightly warmer climate would be more healthful." Raymond concluded his preface by attacking advocates for limiting the use of his company's fossil fuel products as "drawing on bad science, faulty logic or unrealistic assumptions"—despite the important role that Exxon's own scientists had played in compiling those same scientific underpinnings.[80]

82. API published an extensive report in the same year warning against concern over CO_2 buildup and any need to curb consumption or regulate the fossil fuel industry. The introduction stated that "there is no persuasive basis for forcing Americans to dramatically change their lifestyles to use less oil." The authors discouraged the further development of certain alternative energy sources, writing that "government agencies have advocated the increased use of ethanol and the electric car, without the facts to support the assertion that either is superior to existing fuels and technologies" and that "[p]olicies that mandate replacing oil with specific alternative fuel technologies freeze progress at the current level of technology, and reduce the chance that innovation will develop better solutions." The paper also denied the human connection to climate change, by falsely stating that "no conclusive—or even strongly suggestive—scientific evidence exists that human activities are significantly affecting sea levels, rainfall, surface temperatures or the intensity and frequency of storms." The report's message was false but clear: "facts don't support the arguments for restraining oil use."[81]

83. In a speech presented at the World Petroleum Congress in Beijing in 1997 at which many of the Defendants were present, Exxon CEO Lee Raymond reiterated those views. This time, he presented a false dichotomy between stable energy markets and abatement of the

[80] Exxon Corp., *Global Warming: Who's Right?* (1996) pp. 3, 5-7, available at https://www.documentcloud.org/documents/2805542-Exxon-Global-Warming-Whos-Right.html (as of Sept. 13, 2023).

[81] Gentille et al., American Petroleum Institute, *Reinventing Energy: Making the Right Choices* (1996) pp. 2, 11, 63, 79, available at https://www.documentcloud.org/documents/4224133-Reinventing-Energy (as of Sept. 13, 2023).

marketing, promotion, and sale of fossil fuel products Defendants knew to be hazardous. He stated:

> [S]ome people . . . argue that we should drastically curtail our use of fossil fuels for environmental reasons . . . my belief [is] that such proposals are neither prudent nor practical. With no readily available economic alternatives on the horizon, fossil fuels will continue to supply most of the world's and this region's energy for the foreseeable future.
>
> . . . .
>
> Governments also need to provide a stable investment climate . . . . They should avoid the temptation to intervene in energy markets in ways that give advantage to one competitor over another—or one fuel over another.
>
> . . . .
>
> We also have to keep in mind that most of the greenhouse effect comes from natural sources . . . . Leaping to radically cut this tiny sliver of the greenhouse pie on the premise that it will affect climate defies common sense and lacks foundation in our current understanding of the climate system.
>
> . . . .
>
> [L]et's agree there's a lot we really don't know about how climate will change in the 21st century and beyond . . . . It is highly unlikely that the temperature in the middle of the next century will be significantly affected whether policies are enacted now or 20 years from now. . . . It's bad public policy to impose very costly regulations and restrictions when their need has yet to be proven.[82]

84. Imperial Oil (Exxon) CEO Robert Peterson falsely denied the established connection between the Fossil Fuel Defendants' fossil fuel products and anthropogenic climate change in an essay in the Summer 1998 issue of Imperial Oil's magazine, "Imperial Oil Review":

> [T]his issue [referring to climate change] has absolutely nothing to do with pollution and air quality. Carbon dioxide is not a pollutant but an essential ingredient of life on this planet. . . . [T]he question of whether or not the trapping of "greenhouse" gases will result in the planet's getting warmer . . . has no connection whatsoever with our day-to-day weather.
>
> . . . .
>
> There is absolutely no agreement among climatologists on whether or not the planet is getting warmer or, if it is, on whether the warming is the result of man-made factors or natural variations in the climate. . . . I feel very safe in saying that the view that burning fossil fuels will result in global climate change remains an unproved hypothesis.[83]

[82] Lee R. Raymond, Chairman and Chief Executive Officer, Exxon Corp., in an address at the World Petroleum Congress at pp. 4, 8, 9, 11, (Oct. 13, 1997), available at https://assets.documentcloud.org/documents/2840902/1997-Lee-Raymond-Speech-at-China-World-Petroleum.pdf (as of Sept. 13, 2023).

[83] Peterson, *A Cleaner Canada*, Imperial Oil Review (1998) p. 29, available at https://www.documentcloud.org/documents/6555577-1998-Robert-PetersonA-Cleaner-Canada-Imperial.html (as of Sept. 13, 2023).

85. Mobil (Exxon) paid for a series of "advertorials," advertisements located in the editorial section of *The New York Times* and meant to look like editorials rather than paid ads. Many of those advertorials communicated doubt about the reality and severity of human-caused climate change, even as industry scientists contemporaneously reiterated that climate change was real, serious, and caused by human activity. The ads addressed various aspects of the public discussion of climate change and sought to undermine the justifications for tackling GHG emissions as unsettled science. The 1997 advertorial on the following page argued that economic analysis of emissions restrictions was faulty and inconclusive and therefore provided a justification for delaying action on climate change.

like race,

But when we no longer allow those choices, both civility and common sense will have been diminished. □

who was dragged from his sister's car by police officers and shot in the face at point-blank range. The cops

who have the power to do something about those officers, but choose not to. □

When facts don't square with the theory, throw out the facts

That seems to characterize the administration's attitude on two of its own studies which show that international efforts to curb global warming could spark a big run-up in energy prices.

For months, the administration—playing its cards close to the vest—has promised to provide details of the emission reduction plan it will put on the table at the climate change meeting in Kyoto, Japan, later this year. It also promised to evaluate the economics of that policy and measure its impact. Those results are important because the proposals submitted by other countries thus far would be disruptive and costly to the U.S. economy.

Yet, when the results from its own economic models were finally generated, the administration started distancing itself from the findings and models that produced them. The administration's top economic advisor said that economic models can't provide a "definitive answer" on the impact of controlling emissions. The effort, she said, was "futile." At best, the models can only provide a "range of potential impacts."

Frankly, we're puzzled. The White House has promised to lay the economic facts before the public. Yet, the administration's top advisor said such an analysis won't be based on models and it will "preclude . . . detailed numbers." If you don't provide numbers and don't rely on models, what kind of rigorous economic examination can Congress and the public expect?

We're also puzzled by ambivalence over models. The administration downplays the utility of economic models to forecast cost impacts 10–15 years from now, yet its negotiators accept as gospel the 50–100-year predictions of global warming that have been generated by climate models—many of which have been criticized as seriously flawed.

The second study, conducted by Argonne National Laboratory under a contract with the Energy Department, examined what would happen if the U.S. had to commit to higher energy prices under the emission reduction plans that several nations had advanced last year. Such increases, the report concluded, would result in "significant reductions in output and employment" in six industries—aluminum, cement, chemical, paper and pulp, petroleum refining and steel.

Hit hardest, the study noted, would be the chemical industry, with estimates that up to 30 percent of U.S. chemical manufacturing capacity would move offshore to developing countries. Job losses could amount to some 200,000 in that industry, with another 100,000 in the steel sector. And despite the substantial loss of U.S. jobs and manufacturing capacity, the net emission reduction could be insignificant since developing countries will not be bound by the emission targets of a global warming treaty.

Downplaying Argonne's findings, the Energy Department noted that the study used outdated energy prices (mid-1996), didn't reflect the gains that would come from international emissions trading and failed to factor in the benefits of accelerated developments in energy efficiency and low-carbon technologies.

What it failed to mention is just what these new technologies are and when we can expect their benefits to kick in. As for emissions trading, many economists have theorized about the role they could play in reducing emissions, but few have grappled with the practicality of implementing and policing such a scheme.

We applaud the goals the U.S. wants to achieve in these upcoming negotiations—namely, that a final agreement must be "flexible, cost-effective, realistic, achievable and ultimately global in scope." But until we see the details of the administration's policy, we are concerned that plans are being developed in the absence of rigorous economic analysis. Too much is at stake to simply ignore facts that don't square with preconceived theories.

Mobil The energy to make a difference.

http://www.mobil.com

©1997 Mobil Corporation

Figure 6: 1997 Mobil Advertorial[84]

86. Many other Exxon and Mobil advertorials falsely or misleadingly characterized the state of climate science research to the readership of *The New York Times's* op-ed page. A sample of misleading or outright untruthful statements in paid advertisements that resembled op-eds includes the following:

- "We don't know enough about the factors that affect global warming and the degree to which—if any—that man-made emissions (namely, carbon dioxide) contribute to increases in Earth's temperature."[85]
- "[G]reenhouse-gas emissions, which have a warming effect, are offset by another combustion product—particulates—which leads to cooling."[86]
- "Even after two decades of progress, climatologists are still uncertain how—or even if—the buildup of man-made greenhouse gases is linked to global warming."[87]
- "[I]t is impossible for scientists to attribute the recent small surface temperature increase to human causes."[88]

87. A quantitative analysis of Exxon's climate communications between 1989 and 2004 found that, while 83% of the company's peer-reviewed papers and 80% of its internal documents acknowledged the reality and human origins of climate change, 81% of its advertorials communicated doubt about those conclusions.[89] Based on this "statistically significant"

[84] Mobil, *When Facts Don't Square with the Theory, Throw Out the Facts*, in N.Y. Times (Aug. 14, 1997) p. A31, available at https://www.documentcloud.org/documents/705550-mob-nyt-1997-aug-14-whenfactsdontsquare.html (as of Sept. 13, 2023).

[85] Mobil, *Climate Change: A Prudent Approach*, in N.Y. Times (Nov. 13, 1997) p. A27, available at https://www.documentcloud.org/documents/705548-mob-nyt-1997-11-13-climateprudentapproach.html (as of Sept. 13, 2023).

[86] Mobil, *Less Heat, More Light on Climate Change*, in N.Y. Times (July 18, 1996) p. A23, available at https://www.documentcloud.org/documents/705544-mob-nyt-1996-jul-18-lessheatmorelight.html (as of Sept. 13, 2023).

[87] Mobil, *Climate Change: Where We Come Out*, in N.Y. Times (Nov. 20, 1997) p. A31, available at https://www.documentcloud.org/documents/705549-mob-nyt-1997-11-20-ccwherewecomeout.html (as of Sept. 13, 2023) (emphasis in original).

[88] ExxonMobil, *Unsettled Science*, in N.Y. Times (Mar. 23, 2000), available at https://www.documentcloud.org/documents/705605-xom-nyt-2000-3-23-unsettledscience (as of Sept. 13, 2023).

[89] Supran & Oreskes, *Assessing ExxonMobil's Climate Change Communications (1977–2014)* (2017) 12(8) Environmental Research Letters, available at https://iopscience.iop.org/article/10.1088/1748-9326/aa815f/pdf (as of Sept. 13, 2023).

discrepancy between internal and external communications, the authors concluded that "ExxonMobil misled the public."[90]

88. The Fossil Fuel Defendants—individually and through API, other trade associations, and various front groups—mounted a public campaign of deception in order to continue wrongfully promoting and marketing their fossil fuel products, despite their own knowledge and the growing national and international scientific consensus about the hazards of doing so.

89. One of the key organizations formed by the Fossil Fuel Defendants to coordinate the fossil fuel industry's response to the world's growing awareness of climate change was the International Petroleum Industry Environmental Conservation Association (IPIECA). In 1988, the IPIECA formed a "Working Group on Global Climate Change" chaired by Duane LeVine, Exxon's manager for science and strategy development. The Working Group also included Brian Flannery from Exxon, Leonard Bernstein from Mobil, Terry Yosie from API, and representatives from BP, Shell, and Texaco (Chevron). In 1990, the Working Group sent a strategy memo created by LeVine to IPIECA member companies. This memo explained that, to forestall a global shift away from burning fossil fuels for energy, the industry should emphasize uncertainties in climate science, call for further research, and promote industry friendly policies that would leave the fossil fuel business intact.[91]

90. The GCC, on behalf of the Fossil Fuel Defendants and other fossil fuel companies, also funded deceptive advertising campaigns and distributed misleading material to generate public uncertainty around the climate debate, seeking to prevent U.S. adoption of a 1997 international agreement to limit and reduce GHG emissions known as the Kyoto Protocol and thereby inflate the market for fossil fuels, despite the leading role that the U.S. had played in negotiating the Protocol.[92] The GCC's position on climate change contradicted decades of its

[90] *Ibid*.; Supran & Oreskes, *Addendum to 'Assessing ExxonMobil's Climate Change Communications (1977–2014)* (2020) 15(11) Environmental Research Letters, available at https://iopscience.iop.org/article/10.1088/1748-9326/aa815f/pdf (as of Sept. 13, 2023).

[91] Bonneuil et al., *Early Warnings and Emerging Accountability: Total's Responses to Global Warming, 1971-2021* (2021) 71 Global Environmental Change, available at https://www.sciencedirect.com/science/article/pii/S0959378021001655 (as of Sept. 13, 2023).

[92] Brulle, *Advocating Inaction: A Historical Analysis of the Global Climate Coalition* (2023) 32 Environmental Politics 2, 13-14, available at https://cssn.org/wp-

members' internal scientific reports by asserting that natural trends, not human combustion of fossil fuels, were responsible for rising global temperatures:

> The GCC believes that the preponderance of the evidence indicates that most, if not all, of the observed warming is part of a natural warming trend which began approximately 400 years ago. If there is an anthropogenic component to this observed warming, the GCC believes that it must be very small and must be superimposed on a much larger natural warming trend.[93]

91. The GCC's promotion of overt climate change skepticism also contravened its internal assessment that such theories lacked scientific support. Despite an internal primer acknowledging that various "contrarian theories" (i.e., climate change skepticism) "do not offer convincing arguments against the conventional model of greenhouse gas emission-induced climate change,"[94] the GCC excluded this section from the publicly released version of the backgrounder,[95] and instead funded and promoted some of those same contrarian theories. Between 1989 and 1998, the GCC spent $13 million on advertisements as part of a campaign to obfuscate the facts and the science relating to climate change and undermine the public's trust in climate scientists.[96] Ultimately, the GCC's efforts "created an influential discourse of climate skepticism in the U.S. that continues to be an influential political current."[97]

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content/uploads/2022/04/GCC-Paper.pdf (as of Sept. 13, 2023) (Brulle notes in particular the effectiveness of the GCC in opposing the Kyoto protocol: "In one final compliment, the GCC's effectiveness was acknowledged in a meeting with White House staff on 21 June 2001. The talking points for that meeting noted that 'POTUS rejected Kyoto, in part, based on input from you.'").

[93] Global Climate Coalition, Global Climate Coalition: An Overview (Nov. 1996) p. 2, available at https://www.documentcloud.org/documents/5453339-1996-GCC-Overview-and-Reports (as of Sept. 13, 2023).

[94] Gregory J. Dana, Assoc. of Int'l Auto. Mfrs., memorandum to AIAM Technical Committee, Global Climate Coalition (GCC) re Primer on Climate Change Science - Final Draft (Jan. 18, 1996) p. 16, available at http://www.webcitation.org/6FyqHawb9 (as of Sept. 13, 2023).

[95] See Gregory J. Dana, Assoc. of Int'l Auto. Mfrs., memorandum to AIAM Technical Committee, Global Climate Coalition (GCC) re Science and Technology Assessment Committee (STAC) Meeting – February 15, 1996 – Summary (Feb. 27, 1996) p. 7, available at https://www.documentcloud.org/documents/5631461-AIAM-050835.html (as of Sept. 13, 2023) ("Most suggestions [at the STAC meeting] had been to drop the 'contrarian' part. This idea was accepted and that portion of the paper will be dropped.").

[96] Franz, Kennedy School of Government, Harvard University, *Science, Skeptics and Non-State Actors in the Greenhouse* (Sept. 1998) ENRP Discussion Paper E-98-18, p. 13, available at https://www.belfercenter.org/sites/default/files/legacy/files/Science%20Skeptics%20and%20Non-State%20Actors%20in%20the%20Greenhouse%20-%20E-98-18.pdf (as of Sept. 13, 2023).

[97] Boon, *A Climate of Change? The Oil Industry and Decarbonization in Historical Perspective* (2019) 93 Bus. History Rev. 101, 110.

92. For example, in a 1994 report, the GCC stated that "observations have not yet confirmed evidence of global warming that can be attributed to human activities," that "[t]he claim that serious impacts from climate change have occurred or will occur in the future simply has not been proven," so "there is no basis for the design of effective policy actions that would eliminate the potential for climate change."[98] In 1995, the GCC published a booklet called "Climate Change: Your Passport to the Facts," which stated, "While many warnings have reached the popular press about the consequences of a potential man-made warming of the Earth's atmosphere during the next 100 years, there remains no scientific evidence that such a dangerous warming will actually occur."[99]

93. In 1997, William O'Keefe, chairman of the GCC and executive vice president of API, made the following false statement in a Washington Post op-ed: "Climate scientists don't say that burning oil, gas, and coal is steadily warming the earth."[100] This statement contradicted the established scientific consensus as well as Defendants' own knowledge. Yet Defendants did nothing to correct the public record, and instead continued to fund the GCC's anti-scientific climate skepticism.

94. In addition to publicly spreading false and misleading information about the climate science consensus, the GCC also sought to undermine credible climate science from within the IPCC. After becoming a reviewer of IPCC's Second Assessment Report in 1996, the GCC used its position to accuse the lead author of a key chapter in the Report of modifying the chapter's conclusions. The GCC claimed that the author, climatologist Ben Santer, had engaged in "scientific cleansing" that "understate[d] uncertainties about climate change causes and effects . . . to increase the apparent scientific support for attribution of changes to climate to

[98] Global Climate Coalition, Issues and Options: Potential Global Climate Change (1994), preface & p. 43, available at https://www.documentcloud.org/documents/5628164-Potential-Global-Climate-Change-Issues-and-Options (as of Sept. 13, 2023).

[99] Global Climate Coalition, Climate Change: Your Passport to the Facts (1995), available at https://www.documentcloud.org/documents/5628109-Climate-Change-Your-Passport-to-the-Facts (as of Sept. 13, 2023).

[100] O'Keefe, *A Climate Policy*, The Washington Post (July 5, 1997), available at https://www.washingtonpost.com/archive/opinions/1997/07/05/a-climate-policy/6a11899a-c020-4d59-a185-b0e7eebf19cc/ (as of Sept. 13, 2023).

human activities."[101] The GCC also arranged to spread the accusation among legislators, reporters, and scientists, and similar accusations were published in a *Wall Street Journal* op-ed.[102] This effort "was widely perceived to be an attempt on the part of the GCC to undermine the credibility of the IPCC."[103]

95. In the late 1990s, Defendants shifted away from openly denying anthropogenic warming and toward peddling a subtler form of climate change skepticism. Defendants became alarmed by the enormous legal judgments the tobacco industry then faced as a result of decades spent publicly denying the health risks of smoking cigarettes; a Shell employee explained that the company "didn't want to fall into the same trap as the tobacco companies who have become trapped in all their lies."[104] Defendants began to shift their communications strategy, claiming they had accepted climate science all along.[105] Several large fossil fuel companies, including BP and Shell, left the GCC (although all the Fossil Fuel Defendants remained members of API).[106] At this point in time, Defendants publicly claimed to accept the reality of anthropogenic climate change, while insisting that the costs of climate action were unacceptably high in light of the yet-unresolved uncertainties in climate science—especially around the severity and timeframe of future climate impacts. Reflecting this new strategy, API Executive Vice President (and GCC chairman) William O'Keefe announced in November 1998 that "[w]e are committed to being part of the solution to the climate risk and to active participation in the debate to forge a clear, defensible policy." "[T]he debate is not about action or inaction," O'Keefe wrote, "but what set of

[101] Franz, Kennedy School of Government, Harvard University, *Science, Skeptics and Non-State Actors in the Greenhouse* (Sept. 1998) ENRP Discussion Paper E-98-18, p. 14, available at https://www.belfercenter.org/sites/default/files/legacy/files/Science%20Skeptics%20and%20Non-State%20Actors%20in%20the%20Greenhouse%20-%20E-98-18.pdf (as of Sept. 13, 2023).

[102] Oreskes & Conway, Merchants of Doubt: How a Handful of Scientists Obscured the Truth on Issues from Tobacco Smoke to Global Warming (2011) p. 207. See also Singer, *Climate Change and Consensus*, 271 Science no. 5249 (Feb. 2, 1996); Seitz, *A Major Deception on 'Global Warming'*, Wall Street Journal (June 12, 1996), available at https://www.wsj.com/articles/SB834512411338954000 (as of Sept. 13, 2023).

[103] Franz, Science, Skeptics, and Non-State Actors in the Greenhouse, *supra*, p. 15.

[104] Rich, Losing Earth: A Recent History (2020) p. 186.

[105] Bonneuil et al., *Early Warnings and Emerging Accountability: Total's Responses to Global Warming, 1971-2021* (2021) 71 Global Envtl. Change 6, available at https://www.sciencedirect.com/science/article/pii/S0959378021001655 (as of Sept. 13, 2023).

[106] *Ibid*.

actions is consistent with our state of knowledge and economic well-being."[107] Rather than publicly deny the need to address climate change, Defendants' new communications strategy sought to forestall policy actions that might decrease consumption of fossil fuel products.

96. Despite their public about-face, Defendants surreptitiously continued to organize and fund programs designed to deceive the public about the weight and veracity of the climate science consensus. In 1998, API convened a Global Climate Science Communications Team (GCSCT) whose members included Exxon's senior environmental lobbyist, an API public relations representative, and a federal relations representative from Chevron. There were no climate scientists on the GCSCT. Steve Milloy and his organization, The Advancement of Sound Science Coalition (TASSC), were founding members of the GCSCT. TASSC was an organization created by the tobacco industry to give the impression of a "grassroots" movement, which aimed to sow uncertainty by discrediting the scientific link between exposure to second-hand cigarette smoke and increased rates of cancer and heart disease. Philip Morris had launched TASSC on the advice of its public relations firm, which advised Philip Morris that the tobacco company itself would not be a credible voice on the issue of smoking and public health. TASSC also became a front group for the fossil fuel industry, using the same tactics it had honed while operating on behalf of tobacco companies to spread doubt about climate science.

97. The GCSCT continued Defendants' efforts to deceive the public about the dangers of fossil fuel use by launching a campaign in 1998 to convince the public that the scientific basis for climate change was in doubt. The multi-million-dollar, multi-year "Global Climate Science Communications Action Plan" plan, sought, among other things, to do the following: (a) "[d]evelop and implement a national media relations program to inform the media about uncertainties in climate science"; (b) "to generate national, regional and local media coverage on the scientific uncertainties"; (c) "[d]evelop a global climate science information kit for media including peer-reviewed papers that undercut the 'conventional wisdom' on climate science"; (d) "[p]roduce . . . a steady stream of op-ed columns"; and (e) "[d]evelop and implement a direct

[107] API, *U.S. Oil Industry Recognizes Climate Change Risk*, 28 Oil & Gas Journal (Nov. 1, 1998).

outreach program to inform and educate members of Congress, state officials, . . . and school teachers/students about uncertainties in climate science" to "begin to erect a barrier against further efforts to impose Kyoto [Protocol]-like measures in the future"[108]—a blatant attempt to disrupt international efforts to negotiate any treaty curbing GHG emissions and to ensure a continued and unimpeded market for their fossil fuel products.

98. Exxon, Chevron, and API directed and contributed to the development of the plan, which plainly set forth the criteria by which the contributors would know when their efforts to manufacture doubt had been successful. "Victory," they wrote, "will be achieved when . . . average citizens 'understand' (recognize) uncertainties in climate science" and "recognition of uncertainties becomes part of the 'conventional wisdom.'"[109] In other words, the plan was part of Defendants' goal to use disinformation to plant doubt about the reality of climate change in an effort to maintain consumer demand for their fossil fuel products and their large profits.

99. Soon after, API distributed a memo to its members illuminating API's and the Fossil Fuel Defendants' concern over the potential regulation of their fossil fuel products: "Climate is at the center of the industry's business interests. Policies limiting carbon emissions reduce petroleum product use. That is why it is API's highest priority issue and defined as 'strategic.'"[110] The API memo stressed many of the strategies that Defendants collectively utilized to combat the perception of fossil fuel products as hazardous. These strategies included the following:

a. Influencing the tenor of the climate change "debate" as a means to establish that greenhouse gas reduction policies like the Kyoto Protocol were not necessary to responsibly address climate change;

[108] Joe Walker, email to Global Climate Science Team re Draft Global Climate Science Communications Plan (Apr. 3, 1998), available at https://assets.documentcloud.org/documents/784572/api-global-climate-science-communications-plan.pdf (as of Sept. 13, 2023).

[109] *Ibid*.

[110] Allegations of Political Interference with Government Climate Change Science, Hearing Before the Comm. on Oversight and Government Reform, 110th Cong. 324 (Mar. 19, 2007), available at https://www.govinfo.gov/content/pkg/CHRG-110hhrg37415/html/CHRG-110hhrg37415.htm (as of Sept. 13, 2023).

b. Maintaining strong working relationships between government regulators on the one hand, and communications-oriented organizations and other groups carrying Defendants' message minimizing the hazards of the unabated use of fossil fuel products and opposing regulation thereof; and

c. Presenting Defendants' positions on climate change in domestic and international forums, including by presenting an "alternative" to the IPCC.

100. In furtherance of the strategies described in these memoranda, Defendants made misleading statements about climate change, the relationship between climate change and fossil fuel products, and the urgency of the problem. Defendants made these statements in public fora and in advertisements published in newspapers and other media with substantial circulation in California, including national publications such as *The New York Times*, *The Wall Street Journal*, and *The Washington Post*.

101. Another key strategy in Defendants' efforts to discredit the scientific consensus on climate change as well as the IPCC itself was to fund scientists who held fringe opinions. Those scientists obtained part or all of their research budget from the Fossil Fuel Defendants, either directly or through Fossil Fuel Defendant-funded organizations like API,[111] but frequently failed to disclose their funding sources.[112] At least one such scientist, Dr. Wei-Hock Soon, took the highly unusual approach of contractually agreeing to allow donors to review his research before publication, and his housing institution, the Smithsonian Institute, agreed not to disclose the funding arrangement without prior permission from his fossil fuel donors.[113] Defendants intended

[111] E.g., Soon & Baliunas, *Proxy Climatic and Environmental Changes of the Past 1000 Years,* (Jan. 31, 2003) 23 Climate Rsch. 88, 105, available at https://www.int-res.com/articles/cr2003/23/c023p089.pdf (as of Sept. 13, 2023).

[112] Allman, *Climate Change Researcher Received Funds From Fossil Fuel Industry* (Feb. 26, 2015) Smithsonian Magazine, available at https://www.smithsonianmag.com/smithsonianmag/smithsonian-climate-change-scientist-180954380/ (as of Sept. 13, 2023).

[113] Mulvey et al., Union of Concerned Scientists, The Climate Deception Dossiers: Internal Fossil Fuel Industry Memos Reveal Decades of Disinformation, Climate Deception Dossiers #1: Dr. Wei-Hock Soon's Smithsonian Contracts (July 2015) pp. 6-9, available at https://www.ucsusa.org/sites/default/files/attach/2015/07/The-Climate-Deception-Dossiers.pdf (as of Sept. 13, 2023).

for the research of scientists they funded to be distributed to and relied on by consumers when buying Fossil Fuel Defendants' products, including by consumers in California.

102. Creating a false perception of disagreement in the scientific community (despite the consensus previously acknowledged within the industry) has evidently disrupted vital channels of communication between scientists and the public. A 2007 Yale University-Gallup poll found that while 71% of Americans personally believed global warming was happening, only 48% believed that there was a consensus among the scientific community, and 40% believed, falsely, that there was substantial disagreement among scientists over whether global warming was occurring.[114] Eight years later, a 2015 Yale-George Mason University poll found that "[o]nly about one in ten Americans understands that nearly all climate scientists (over 90%) are convinced that human-caused global warming is happening, and just half . . . believe a majority do."[115] Further, it found that 33% of Americans believe that climate change is mostly due to natural changes in the environment, in stark contrast to the 97% of peer-reviewed climate science papers that acknowledge that global warming is happening and at least partly human-caused.[116] The lack of progress, and indeed the regression, in the public's understanding of climate science over this period—during which Defendants professed to accept the conclusions of mainstream climate science—demonstrates the success of Defendants' deception campaign in thwarting the dissemination of accurate scientific information to the public regarding the effects of the use of fossil fuels.

103. Defendants, individually, collectively, and through their trade association memberships, worked directly, and often in a deliberately obscured manner, to conceal and misrepresent fossil fuel products' known dangers from consumers, the public, and the State.

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[114] American Opinions on Global Warming: A Yale/Gallup/Clearvision Poll, Yale Program on Climate Change Communication (July 31, 2007), available at https://climatecommunication.yale.edu/publications/american-opinions-on-global-warming/ (as of Sept. 13, 2023).

[115] Leiserowitz et al., Program on Climate Change Communication, Yale University, and Center for Climate Change Communication, George Mason University, Climate Change in the American Mind (Oct. 2015), available at https://climatecommunication.yale.edu/wp-content/uploads/2015/11/Climate-Change-American-Mind-October-20151.pdf (as of Sept. 13, 2023).

[116] *Ibid*.

104. Defendants have funded dozens of think tanks, front groups, and "dark money" foundations—i.e., organizations that raise funds to influence elections while concealing their contributions to political candidates or causes, and the sources of their contributions—promoting climate change denial. These organizations include the Competitive Enterprise Institute, the Heartland Institute, Frontiers of Freedom, Committee for a Constructive Tomorrow, and the Heritage Foundation. According to the Union of Concerned Scientists, from 1998 to 2017, Exxon spent over $36 million funding numerous organizations misrepresenting the scientific consensus[117] that fossil fuel products were causing climate change, sea level rise, and injuries to California, among other communities. Several Defendants have been linked to other groups that undermine the scientific basis linking fossil fuel products to climate change and sea level rise, including the Frontiers of Freedom Institute and the George C. Marshall Institute.

105. Beginning in 2015, journalists began to uncover mounting evidence of Defendants' campaign of deception. In September 2015, journalists at *Inside Climate News* reported that, as far back as the 1970s, Exxon had had sophisticated knowledge of the causes and consequences of climate change and of the role its products played in contributing to climate change.[118]

106. Between October and December 2015, several journalists at the Energy and Environment Reporting Project at Columbia University's Graduate School of Journalism and the *Los Angeles Times* also exposed the fact that, as far back as the 1970s, Exxon and other members of the fossil fuel industry had had superior knowledge of the causes and consequences of climate change and the role their products played in causing it.[119]

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[117] Union of Concerned Scientists, ExxonMobil Foundation & Corporate Giving to Climate Change Denier & Obstructionist Organizations (1998-2017), available at https://www.ucsusa.org/sites/default/files/attach/2019/ExxonMobil-Worldwide-Giving-1998-2017.pdf (as of Sept. 13, 2023).

[118] Banerjee et al., *Exxon: The Road Not Taken*, Inside Climate News (Sept. 16, 2015), available at https://insideclimatenews.org/project/exxon-the-road-not-taken/ (as of Sept. 13, 2023).

[119] The Los Angeles Times published a series of three articles between October and December 2015. (See Jennings et al., *How Exxon Went From Leader to Skeptic on Climate Change Research*, Los AngelesTimes (Oct. 23, 2015), available at https://graphics.latimes.com/exxon-research (as of Sept. 13, 2023); Jerving et al., *What Exxon Knew About the Earth's Melting Arctic*, Los Angeles Times (Oct. 9, 2015), available at https://graphics.latimes.com/exxon-arctic/ (as of Sept. 13, 2023); Lieberman & Rust et al., *Big Oil Braced for Global Warming While it Fought Regulations*, Los Angeles Times (Dec. 31, 2015),

107. In November 2017, the Center for International Environmental Law issued a report revealing that Defendants, including API, had had superior knowledge of the causes and consequences of climate change and the role fossil fuel products played in causing it as early as the 1970s.[120]

D. Defendants Could Have Chosen to Facilitate, and Be Part of, a Lower-Carbon Future, but Instead Chose Corporate Profits and Continued Deception

108. Defendants could have chosen a different path. They could have refrained from undermining the global effort to mitigate the impacts of GHG emissions, or contributed to it by, for example, delineating practical technical strategies, policy goals, and regulatory structures that would have allowed them to continue their business ventures while reducing GHG emissions and supporting a transition to a lower-carbon future. Instead, Defendants devoted significant efforts to deceiving consumers, lawmakers, and the public about the existential hazards of burning fossil fuels—all with the purpose and effect of perpetuating and inflating usage of fossil fuels and delaying the advent of alternative energy sources not based on fossil fuels.

109. As a result of Defendants' tortious, deceptive, and misleading conduct, consumers of Defendants' fossil fuel products, the public, and policymakers, in California as elsewhere, have been deliberately and unnecessarily deceived about the following: the role of fossil fuel products in causing global warming, sea level rise, disruptions to the hydrologic cycle, more extreme precipitation, heat waves, droughts, and other consequences of the climate crisis; the acceleration of global warming since the mid-twentieth century; and the fact that continued increases in fossil fuel consumption create increasingly severe environmental threats and increasingly significant economic costs for coastal and other communities in California. Consumers, the public, and policymakers in California and elsewhere have also been deceived about the depth and breadth of the state of the scientific evidence on anthropogenic climate change, and, in particular, about the

available at https://graphics.latimes.com/oil-operations (as of Sept. 13, 2023)).

[120] Muffett & Feit, Smoke and Fumes: The Legal and Evidentiary Basis for Holding Big Oil Accountable for the Climate Crisis, Center for International Environmental Law (2017), available at https://www.ciel.org/reports/smoke-and-fumes (as of Sept. 13, 2023).

strength of the scientific consensus regarding the role of fossil fuels in causing both climate change and a wide range of potentially destructive impacts.

110. Defendants' deception also significantly delayed the transition to alternative energy sources that could have prevented some of the worst impacts of climate change in California. Exxon had long forecasted—and other Defendants were aware—that alternative energy sources could have penetrated half of a competitive energy market in 50 years if allowed to develop unimpeded. However, by sowing doubt about the future consequences of unrestricted fossil fuel consumption, Defendants' deception campaign successfully forestalled development and dissemination of alternative fuels, as well as legislation supporting a broad-based transition to alternative energy sources. This delay led to emission of huge amounts of avoidable greenhouse gases, thereby ensuring that the damage caused by climate change will be substantially more severe than if Defendants had acted in a manner commensurate with their internal knowledge of climate risks.

E. Defendants' Internal Actions Demonstrate Their Awareness of the Impacts of Climate Change and Their Intent to Continue to Profit from the Unabated Use of Fossil Fuel Products

111. In contrast to their public-facing efforts challenging the validity of the scientific consensus about anthropogenic climate change, the Fossil Fuel Defendants' acts and omissions since the 1970s—including taking expensive actions to protect their own investments from the impacts of climate change—have evinced their clear understanding of the realities of climate change and its likely consequences. These actions have included making multi-billion-dollar infrastructure investments for their own operations, including, among others, the following: raising offshore oil platforms to protect against sea level rise; reinforcing offshore oil platforms to withstand increased wave strength and storm severity; and developing technology and infrastructure to extract, store, and transport fossil fuels in a warming Arctic environment.[121]

[121] Lieberman & Rust, *Big Oil braced for global warming while it fought regulations*, Los Angeles Times (Dec. 31, 2015), available at https://graphics.latimes.com/oil-operations (as of Sept. 13, 2023).

112. For example, oil and gas reserves in the Arctic that were not previously reachable due to sea ice are becoming increasingly reachable as sea ice thins and melts due to climate change.[122] In 1973, Exxon obtained a patent for a cargo vessel, such as a tank ship, capable of breaking through sea ice for use in Arctic operations[123] and for an oil tanker[124] designed for Arctic operations.

113. In 1974, Texaco (Chevron) obtained a patent for a mobile Arctic drilling platform designed to withstand significant interference from lateral ice masses.[125]

114. Shell obtained a patent for an Arctic offshore platform adapted for conducting operations in the Beaufort Sea in 1984.[126]

115. In 1989, Norske Shell, Royal Dutch Shell's Norwegian subsidiary, altered designs for a natural gas platform planned for construction in the North Sea to account for anticipated sea level rise. Those design changes added substantial costs to the project.[127]

a. In 1979, Norske Shell was approved by Norwegian oil and gas regulators to operate a portion of the Troll oil and gas field.

b. In 1986, the Norwegian parliament granted Norske Shell authority to complete the first development phase of the Troll field gas deposits, and Norske Shell began designing the "Troll A" gas platform, with the intent to begin operation of the platform in approximately 1995.

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[122] Henderson & Loe, The Prospects and Challenges for Arctic Oil Development, Oxford Institute for Energy Studies (Nov. 2014) p. 1, available at https://www.oxfordenergy.org/publications/the-prospects-and-challenges-for-arctic-oil-development/ (as of Sept. 13, 2023).

[123] ExxonMobil Research Engineering Co., Patent US3727571A: Icebreaking cargo vessel (granted Apr. 17, 1973), available at https://www.google.com/patents/US3727571 (as of Sept. 13, 2023).

[124] ExxonMobil Research Engineering Co., Patent US3745960A: Tanker vessel (granted July 17, 1973), available at https://www.google.com/patents/US3745960 (as of Sept. 13, 2023).

[125] Texaco Inc., Patent US3793840A: Mobile, arctic drilling and production platform (granted Feb. 26, 1974), available at https://www.google.com/patents/US3793840 (as of Sept. 13, 2023).

[126] Shell Oil Co., Patent US4427320A: Arctic offshore platform (granted Jan. 24, 1984), available at https://www.google.com/patents/US4427320 (as of Sept. 13, 2023).

[127] *Greenhouse Effect: Shell Anticipates a Sea Change*, N.Y. Times (Dec. 20, 1989), available at https://www.nytimes.com/1989/12/20/business/greenhouse-effect-shell-anticipates-a-sea-change.html; Lieberman & Rust, *Big Oil Braced for Global Warming While it Fought Regulations*, L.A. Times (Dec. 31, 2015), available at https://graphics.latimes.com/oil-operations (as of Sept. 13, 2023).

Based on the very large size of the gas deposits in the Troll field, the Troll A platform was projected to operate for approximately 70 years.

c. The platform was originally designed to stand approximately 100 feet above sea level—the height necessary to stay above the waves in a once-in-a-century-strength storm.

d. In 1989, Shell engineers revised their plans to increase the above-water height of the platform by three to six feet in order to account for higher anticipated average sea levels and increased storm intensities due to global warming over the platform's 70-year operational life.[128]

e. Shell projected that the additional three to six feet of above-water construction would increase the cost of the Troll A platform by tens of millions of dollars.

F. Defendants' Actions Have Slowed the Development of Alternative Energy Sources and Exacerbated the Costs of Adapting to and Mitigating the Adverse Impacts of the Climate Crisis

116. As GHG pollution accumulates in the atmosphere, some of which (namely CO_2) does not dissipate for potentially thousands of years, climate changes and consequent adverse environmental changes compound, and their frequencies and magnitudes increase. As those adverse environmental changes compound, and their frequencies and magnitudes increase, so too do the physical, environmental, economic, and social injuries resulting therefrom.

117. Delayed societal development and adoption of alternative energy sources and related efforts to curb anthropogenic GHG emissions have therefore increased environmental harms and increased the magnitude and cost to address harms, including to California, that have already occurred or are locked in as a result of historical emissions.

118. Therefore, Defendants' campaign to obscure the science of climate change to protect and expand the use of fossil fuels greatly increased and continues to increase the injuries suffered by California and its residents. Had concerted action to reduce GHG emissions begun earlier, the subsequent impacts of climate change could have been avoided or mitigated.

[128] *Ibid.*

119. Defendants have been aware for decades that clean energy presents a feasible alternative to fossil fuels. In 1980, Exxon forecasted that non-fossil fuel energy sources, if pursued, could penetrate half of a competitive energy market in approximately 50 years.[129] This internal estimate was based on extensive modeling within the academic community, including research conducted by the Massachusetts Institute of Technology's David Rose, which concluded that a transition to non-fossil energy could be achieved in around 50 years. Exxon circulated an internal memo approving of Rose's conclusions, stating they were "based on reasonable assumptions."[130] But instead of pursuing a clean energy transition or warning the public about the dangers of burning fossil fuels, Defendants chose to deceive consumers to preserve Fossil Fuel Defendants' profits and assets. As a result, much time has been lost in which consumers and policymakers could have done much to mitigate the climate crisis in California.

120. The costs of inaction on anthropogenic climate change and its adverse environmental effects were not lost on Defendants. In a 1997 speech by John Browne, Group Chief Executive for BP America, at Stanford University, Browne described Defendants' and the entire fossil fuel industry's responsibility and opportunity to reduce the use of fossil fuel products, reduce global CO_2 emissions, and mitigate the harms associated with the use and consumption of such products:

> [W]e need to go beyond analysis and to take action. It is a moment for change and for a rethinking of corporate responsibility.
>
> . . . .
>
> [T]here is now an effective consensus among the world's leading scientists and serious and well informed people outside the scientific community that there is a discernible human influence on the climate, and a link between the concentration of carbon dioxide and the increase in temperature.
>
> . . . .
>
> We [the fossil fuel industry] have a responsibility to act, and I hope that through our actions we can contribute to the much wider process which is desirable and necessary.

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[129] Shaw & McCall, Exxon Research and Engineering Company's Technological Forecast: CO_2 Greenhouse Effect (Dec. 18, 1980) p. 5, available at https://www.climatefiles.com/exxonmobil/1980-exxon-memo-on-the-co2-greenhouse-effect-and-current-programs-studying-the-issue/ (as of Sept. 13, 2023).

[130] Exxon Research and Engineering Company, Coordination and Planning Division, CO_2 Greenhouse Effect: A Technical Review (Apr. 1, 1982) pp. 17-18, available at https://www.climatefiles.com/exxonmobil/1982-memo-to-exxon-management-about-co2-greenhouse-effect/ (as of Sept. 13, 2023).

> BP accepts that responsibility and we're therefore taking some specific steps.
>
> To control our own emissions.
>
> To fund continuing scientific research.
>
> To take initiatives for joint implementation.
>
> To develop alternative fuels for the long term.
>
> And to contribute to the public policy debate in search of the wider global answers to the problem.[131]

121. Despite Defendants' knowledge of the foreseeable, measurable, and significant harms associated with the unrestrained consumption and use of fossil fuel products, in California as elsewhere, and despite Defendants' knowledge of technologies and practices that could have helped to reduce the foreseeable dangers associated with their fossil fuel products, Defendants continued to promote heavy fossil fuel use, and mounted a campaign to obscure the connection between fossil fuel products and the climate crisis, thus dramatically adding to the costs of abatement. (See *supra*, Section IV.C.) This campaign was intended to, and did, reach and influence California consumers, along with consumers elsewhere.

122. At all relevant times, Defendants were deeply familiar with opportunities to reduce the use of fossil fuel products and associated GHG emissions, mitigate the harms associated with the use and consumption of these products, and promote development of alternative, clean energy sources. Examples of that recognition date back to the 1960s, and include, but are not limited to, the following:

a. In 1980, Imperial Oil (Exxon) wrote in its "Review of Environmental Protection Activities for 1978–79": "There is no doubt that increases in fossil fuel usage and decreases in forest cover are aggravating the potential problem of increased CO_2 in the atmosphere. Technology exists to remove CO_2 from stack gases but removal of only 50% of the CO_2 would double the cost of power generation."[132]

[131] John Browne, Group Executive for BP America, BP Climate Change Speech to Stanford (May 19, 1997), available at http://www.climatefiles.com/bp/bp-climate-change-speech-to-stanford (as of Sept. 13, 2023).

[132] Imperial Oil Ltd., Review of Environmental Protection Activities for 1978–1979 (Aug. 6, 1980) p. 2, available at https://www.climatefiles.com/exxonmobil/1980-imperial-oil-review-of-environmental-protection-activities-for-1978-1979/ (as of Sept. 13, 2023).

b. A 1987 company briefing produced by Shell on "Synthetic Fuels and Renewable Energy" emphasized the importance of immediate research and development of alternative fuel sources, noting that "the task of replacing oil resources is likely to become increasingly difficult and expensive and there will be a growing need to develop clean, convenient alternatives. . . . New energy sources take decades to make a major global contribution. Sustained commitment is therefore needed during the remainder of this century to ensure that new technologies and those currently at a relatively early stage of development are available to meet energy needs in the next century."[133]

c. A 1989 article in a publication from Exxon Corporate Research for company use only stated: "CO_2 emissions contribute about half the forcing leading to a potential enhancement of the Greenhouse Effect. Since energy generation from fossil fuels dominates modern CO_2 emissions, strategies to limit CO_2 growth focus near term on energy efficiency and long term on developing alternative energy sources. Practiced at a level to significantly reduce the growth of greenhouse gases, these actions would have substantial impact on society and our industry—near-term from reduced demand for current products, long term from transition to entirely new energy systems."[134]

123. Despite these repeated recognitions of opportunities to reduce emissions and mitigate corresponding harms from climate change, Defendants continued to sow doubt and disinformation in the minds of the public regarding the causes and effects of climate change, and methods of reducing emissions. Examples of those efforts include, but are not limited to, the following:

a. In 1996, more than 30 years after API's president told petroleum industry leaders that carbon emissions from fossil fuels could "cause marked changes in climate" by the

[133] Shell Briefing Service, *Synthetic Fuels and Renewable Energy*, Shell Service Briefing, No. 2 (1987), available at https://www.climatefiles.com/shell/1987-shell-synthetic-fuels-renewable-energy-briefing/ (as of Sept. 13, 2023).

[134] Flannery, Greenhouse Science, Connections: Corporate Research, Exxon Research and Engineering Company (Fall 1989), available at https://www.climatefiles.com/exxonmobil/1989-exxon-mobil-article-technologys-place-marketing-mix/ (as of Sept. 13, 2023).

year 2000 if not abated,[135] API published the book *Reinventing Energy: Making the Right Choices* to refute this very conclusion. Contradicting the scientific consensus of which its members had been aware for decades, the book claims: "Currently, **no** conclusive—or even strongly suggestive—scientific evidence exists that human activities are significantly affecting sea levels, rainfall, surface temperatures, or the intensity and frequency of storms."[136] The book also suggested that even if some warming does occur, such warming "would present few if any problems" because, for example, farmers could be "smart enough to change their crop plans" and low-lying areas would "likely adapt" to sea level rise.[137]

b. In the publication, API also contended that "[t]he state of the environment does not justify the call for the radical lifestyle changes Americans would have to make to substantially reduce the use of oil and other fossil fuels" and that the "benefits of alternatives aren't worth the cost of forcing their use." "Some jobs definitely will be created in making, distributing and selling alternatives. But they will come at the expense of lost jobs in the traditional automobile and petroleum industries," the authors continued. "[A]lternatives will likely be more expensive than conventional fuel/vehicle technology. Consumers, obviously, will bear these increased expenses, which means they will have less to spend on other products. This in turn will . . . cost jobs."[138]

c. API published this book to ensure its members could continue to produce and sell fossil fuels in massive quantities that it knew would devastate the planet. The book's final section reveals this purpose. API concluded: "[S]evere reductions in greenhouse gas emissions by the United States, or even all developed countries, would impose large costs on those countries but yield little in the way of benefits—even under drastic climate change scenarios."[139]

124. The Fossil Fuel Defendants could have made major inroads towards mitigating the harms they caused, and in particular, the State's injuries, by developing and employing

[135] Ikard, *Meeting the Challenges of 1966*, in Proceedings of the American Petroleum Institute (1965) p. 13, available at https://www.documentcloud.org/documents/5348130-1965-API-Proceedings (as of Sept. 13, 2023).

[136] American Petroleum Institute, Reinventing Energy: Making the Right Choices (1996) p. 79 (emphasis in original), available at https://www.climatefiles.com/trade-group/american-petroleum-institute/1996-reinventing-energy/ (as of Sept. 13, 2023).

[137] *Id*. at pp. 85-87.

[138] *Id*. at pp. 59, 68, 69.

[139] *Id*. at p. 89.

technologies to capture and sequester GHG emissions associated with conventional use of their fossil fuel products. The Fossil Fuel Defendants had knowledge of these technologies dating back at least to the 1960s, and, had indeed, internally researched many such technologies.

125. Even if the Fossil Fuel Defendants did not adopt technological or energy source alternatives that would have reduced the use of fossil fuel products, reduced global GHG pollution, and/or mitigated the harms associated with the use and consumption of such products, the Fossil Fuel Defendants could have taken other practical, cost-effective steps to mitigate the harms caused by their fossil fuel products. Those alternatives could have included, among other measures, the following:

a. Refraining from affirmative efforts, whether directly, through coalitions, or through front groups, to distort public debate, manipulate public perception and the public policy agenda, and cause many consumers, business, and political leaders to think the relevant science is far less certain than it actually is;

b. Acknowledging the validity of scientific evidence on anthropogenic climate change and the damages it will cause people, communities (including the State), and the environment. Disseminating that evidence would have changed the public policy agenda from determining whether to combat climate change to deciding how to combat it; avoided much of the public confusion that has ensued since at least 1988; and contributed to an earlier and quicker transition to cleaner energy sources in California that could help minimize catastrophic climatic consequences;

c. Forthrightly communicating with consumers, the public, regulators, shareholders, banks, insurers, and the State, and warning them about the global warming hazards of fossil fuel products that were known to Defendants, which would have enabled those groups to make informed decisions about whether to curb the use of these products—including whether and to what extent to invest in alternative clean energy sources instead of in fossil fuels;

d. Sharing their internal scientific research with consumers, lawmakers, and the public, as well as with other scientists and business leaders, to increase public understanding of the scientific underpinnings of climate change and its relation to fossil fuel products;

e. Supporting and encouraging policies to avert catastrophic climate change, and demonstrating corporate leadership in addressing the challenges of transitioning to a low-carbon economy; and

f. Prioritizing development of alternative sources of energy through sustained investment and research on renewable energy sources to replace dependence on hazardous fossil fuel products.

126. Despite their knowledge of the foreseeable harms associated with the consumption of fossil fuel products, and despite the existence of, and the fossil fuel industry's knowledge of, opportunities to reduce the foreseeable dangers associated with those products, Defendants wrongfully promoted and concealed the hazards of using fossil fuel products, delaying meaningful development of alternative energy sources and exacerbating the costs of adapting to and mitigating the adverse impacts of the climate crisis, including the climate crisis in California.

G. Defendants Continue to Deceive California Consumers Through Misleading Advertisements That Portray Defendants as Climate-Friendly Energy Companies and Obscure Their Role in Causing Climate Change

127. Defendants' deceptive conduct continues to the present day, albeit through updated messaging. Now, rather than engaging in outright denials of the existence of climate change, Defendants deflect attention from their role in causing climate change by falsely portraying fossil fuel products as environmentally friendly, climate-friendly, or otherwise less environmentally damaging than those products really are.

128. Defendants have continued to mislead the public about the impact of fossil fuel products on climate change through "greenwashing." Through recent advertising campaigns and public statements in California and/or intended to reach California, including but not limited to online advertisements and social media posts, Defendants falsely and misleadingly portray these products as "green," and the Fossil Fuel Defendants portray themselves as climate-friendly energy companies that are deeply engaged in finding solutions to climate change. In reality, Fossil Fuel Defendants continue to primarily invest in, develop, promote, and profit from fossil fuel products and heavily market those products to consumers, with full knowledge that those products will continue to exacerbate climate change harms.

129. Defendants' greenwashing exploits California consumers' concerns about climate change and their desire to purchase "green" products and spend their consumer dollars on products and businesses that are taking substantial and effective measures to combat climate change. Defendants' false advertisements are likely to mislead California consumers by giving the impression that in purchasing the Fossil Fuel Defendants' fossil fuel products, consumers are supporting genuine, substantial, and effective measures to mitigate climate change through these companies' alleged investments in clean energy. Defendants' greenwashing ultimately attempts to persuade California consumers to support Defendants' purported attempts to contribute to climate change solutions by purchasing and consuming these products, including the Fossil Fuel Defendants' fossil fuel products.

130. Below are representative examples of Defendants' greenwashing campaigns.

1. Defendants' Affirmative Promotion of Fossil Fuel Products as "Green," "Clean," or Otherwise Good for the Environment Is Likely to Mislead California Consumers About How Use of Those Fossil Fuel Products Leads to Climate Change

131. At all times relevant to this complaint, Defendants have attempted to deceive consumers by promoting certain of the Fossil Fuel Defendants' fossil fuel products as environmentally beneficial, when in fact Defendants knew that those products would continue to contribute to climate change, and thus imperil the environment, if used as intended. These products, which Defendants tout as "green," "clean" and/or "cleaner," and/or "environmentally friendly," in fact result in the increase of GHG emissions, despite Defendants' knowledge that, when used as designed and intended, these products lead to climate change.

132. Defendants have made these advertisements with the intention of capitalizing on California consumers' concern over environmental degradation. Because of a growing collective realization of past environmental damage and increasingly severe current and anticipated future climate change harms, consumers more often seek to buy products that they believe will not contribute to further injury to the environment. By advertising fossil fuel products as environmentally friendly, and with words, phrases, colors, and imagery that evoke positive environmental attributes, Defendants seek to convince consumers that fossil fuel products are

beneficial to the environment. Reasonable consumers—i.e., a significant portion of the general consuming public or of targeted consumers, acting reasonably under the circumstances—are likely to be misled by Defendants' advertisements into believing that these products do not contribute to substantial injury to the environment. However, these supposedly environmentally friendly fossil fuel products, through increased GHG emissions, contribute to the sweeping environmental degradation caused by climate change—just as other fossil fuel products do. By promoting fossil fuel products as environmentally beneficial, Defendants exploit concerned consumers' goodwill and mislead them into purchasing products that they believe will be part of the solution, even though Defendants are aware that these products only exacerbate the problem.

133. Defendants' marketing of fossil fuel products as environmentally beneficial follows in the footsteps of the tobacco industry's advertising campaigns to de-emphasize, and confuse the public about, the deadly effects of smoking cigarettes. Just as tobacco companies promoted "low-tar" and "light" cigarettes, inducing consumers to think of them as healthy alternatives to quitting smoking, while knowing that smoking "healthy" cigarettes was still harmful to human health, so too do Defendants peddle "low-carbon" and "emissions-reducing" fossil fuel products to persuade consumers that those products are climate-friendly alternatives to traditional fossil fuels. In reality, the fossil fuel products they describe as "low-carbon," "clean" and/or "cleaner," "green," and "emissions-reducing" in fact contribute to climate change and are harmful to the health of the planet and its people.

134. Below are representative examples of the Fossil Fuel Defendants' advertisements to California consumers that misleadingly portray fossil fuels as environmentally beneficial or benign and fail to mention the products' role in causing environmentally injurious climate change. The emphasis on lower emissions, "cleaning" terminology, and positive environmental imagery and messaging—individually and together—in Defendants' advertisements are likely to mislead reasonable consumers by suggesting that Defendants' fuels are environmentally beneficial or benign when they contribute to climate change like any other fossil fuel product. The examples are representative of Defendants' other advertisements and public statements in

Defendants' greater greenwashing strategy to confuse consumers about the consequences of using fossil fuel products and consequently to increase demand for those fossil fuel products.

a. Since at least 2016, Exxon has offered for sale and marketed its Synergy fossil fuels, including, since at least 2020, at a substantial number of Exxon-branded gas stations in California. In Exxon's advertisements for its Synergy fuels, including those on or near the gas pumps at Exxon-branded gas stations in California, Exxon makes several claims that a reasonable consumer would understand to mean that the Synergy fuels are beneficial or benign, and not harmful, to the environment. For example, Exxon consistently promotes Synergy fuels as "clean" or "cleaner," and the company's climate strategy mentions its Synergy fuel, claiming it can help reduce GHG emissions. Exxon also cites Synergy's alleged reduction of CO_2 emissions in Exxon's advertisement of the company's improved environmental performance. An advertisement on Exxon's website, which is reproduced on the following page, includes an image featuring a bright sunrise in a clear sky over hills of green grass, green trees, and little to no industrial or urban development.

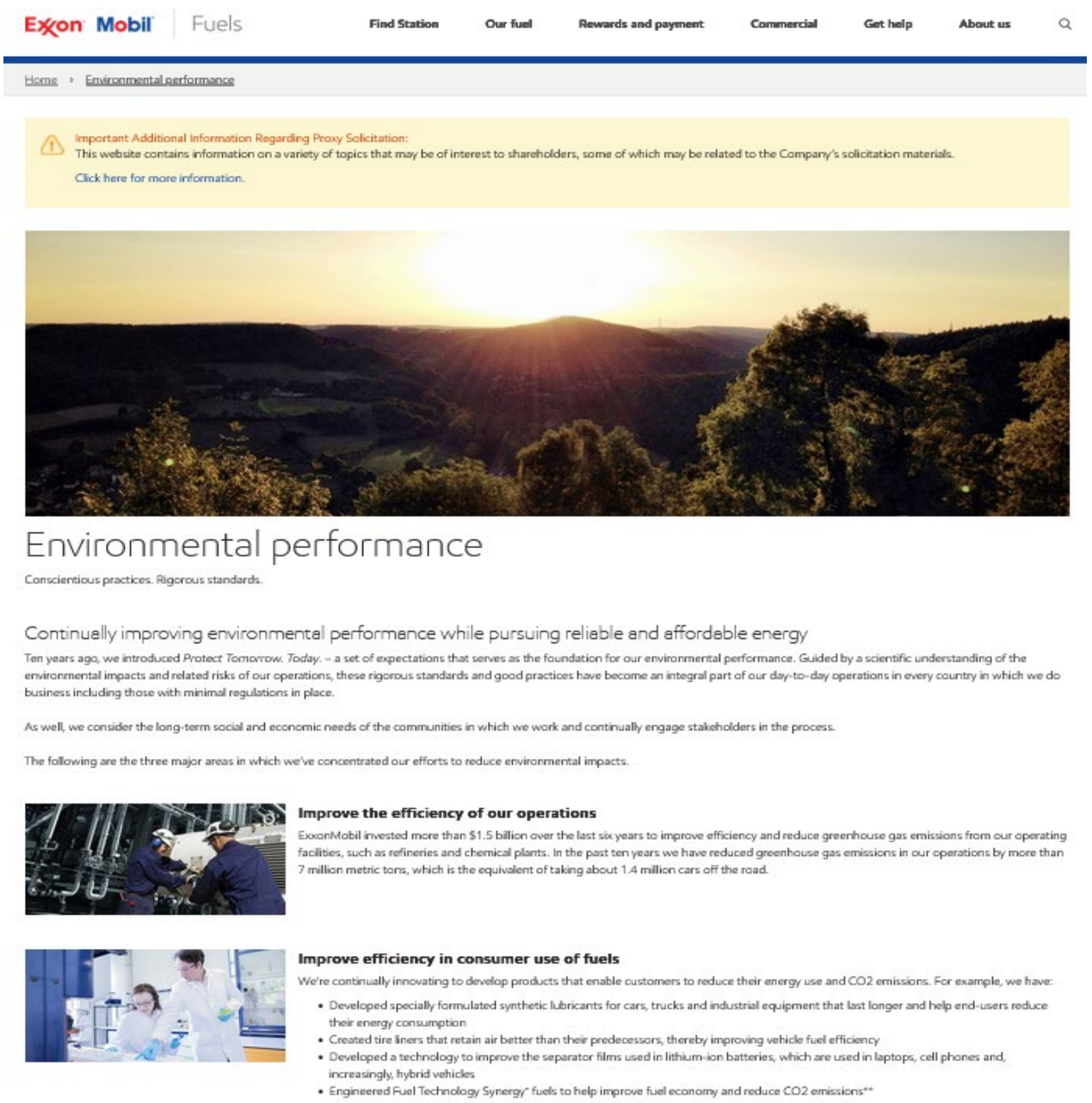


Figure 7: ExxonMobil Fuels "Environmental Performance" website

b. In addition to its Synergy fuels, Exxon offers for sale, and has marketed, Mobil 1™ ESP x2 motor oil to California consumers. From 2016 through at least 2022, Exxon promoted Mobil 1™ ESP x2 on the website *Energy Factor*—effectively a corporate blog for Exxon, in which Exxon claims to discuss developing safe and reliable energy sources for the future—in a post titled, "Green motor oil? ExxonMobil scientists deliver an unexpected solution." According to its advertisement of Mobil 1™ ESP x2, Exxon specially formulated the green oil to "contribute to [] carbon-emission reduction efforts." Exxon's advertising suggests to the consumer that

purchase and use of this motor oil conveys an environmental benefit, when in fact the opposite is true.

c. Shell also offers for sale and markets in California gasoline and oil products. Shell describes its products as "cleaning" and that their use "produces fewer emissions." Shell's repeated claim that its products are clean, and its frequent use of green and environmentally positive imagery in its marketing materials, individually and together, are likely to mislead reasonable consumers into believing that Shell's fuels are environmentally beneficial or benign, when in fact they are fossil fuels which, when used as designed and intended, contribute to climate change.

d. Similarly, Chevron's gasoline offered for sale and marketed in California, Chevron with Techron, is marketed as having "cleaning power" that minimizes emissions. Chevron's repeated emphasis on "cleaning" terminology, its focus in its marketing materials on "advancing a lower carbon future," and its express solicitation of consumers who "care for the environment," are likely to mislead reasonable consumers by suggesting that Chevron's fuels are environmentally beneficial or benign, when they are not.

e. ConocoPhillips, through its 76-branded gas stations in California, offers for sale and markets its 76-brand fossil fuels. In ConocoPhillips's advertisements for its 76-brand fuels, including advertisements on or near the pumps at 76-branded gas stations in California, ConocoPhillips claims that its fuels "clean" a car's engine, resulting in "lower emissions, and that deposits left from other gasolines "can increase emissions." ConocoPhillips advertises that 76's fossil fuels are "better for the environment." The 76 website for 76's fuels contains the marketing materials shown below, in which ConocoPhillips makes the claim—superimposed on an image of a bluebird standing on a car's side mirror and looking at the viewer, with silhouetted trees in the background—that 76 and its fossil fuels align with the values of environmentally conscious consumers: "We're on the driver's side®. And the environment's."

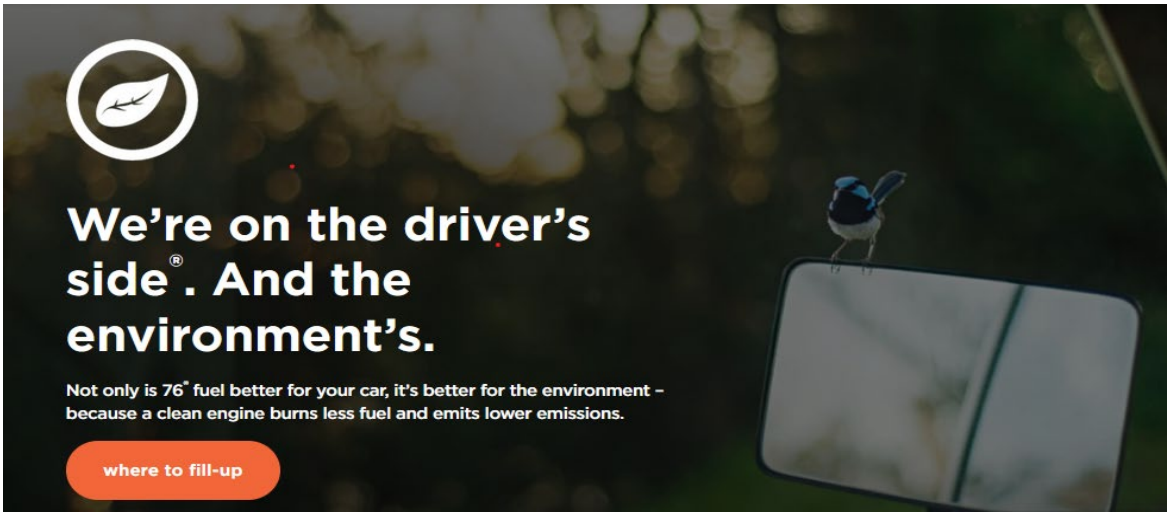


Figure 8: ConocoPhillips 76 Fuels Website: Top Tier Gas

135. The Fossil Fuel Defendants also collectively promote their petroleum and natural gas products through Defendant API, which makes public statements and claims about oil and natural gas. These include advertisements and promotional campaign websites that have been directed at and/or reached California, which reasonable consumers would understand to mean that the Fossil Fuel Defendants' fossil fuels are beneficial or benign, not harmful, to the environment. In particular, API's marketing material falsely promotes the narrative that natural gas is an environmentally friendly fuel.

136. In several advertisements in *The Washington Post*—e.g., "Why natural gas will thrive in the age of renewables," "Real climate solutions won't happen without natural gas and oil," "Low- and no-carbon future starts with natural gas"—API has misleadingly touted natural gas as "part of the solution" to climate change. API claims natural gas is "clean." API also promotes natural gas's purported benefits through a campaign titled "Energy for a Cleaner Environment." As part of this campaign, API has offered on its website, in social media posts, and in other advertisements that have reached Californians, the image on the following page, of lush greenery and a message that "88% of Americans favor energy companies helping meet environmental challenges." API elaborates within the advertisement that "natural gas and oil [] powers and supports modern living . . . with lower emissions."

Figure 9: API, We Are America's Generation Energy

137. API further claims, falsely, that, "[n]atural gas is an economical, environmentally friendly complement to renewable energy. The sooner green activists realize that, the more effective they'll be at continuing to slash emissions." API's misleading messaging regarding the alleged environmental benefits of natural gas, coupled with its positive environmental imagery and messaging, is likely to mislead reasonable consumers by suggesting that fossil fuels, in particular natural gas, are environmentally beneficial and not harmful to the climate. In reality, the majority of natural gas is derived from fossil fuels, and its primary constituent is methane, a potent greenhouse gas which plays a significant role in accelerating climate change. Methane has a relatively short lifespan, but its "global warming potential" is approximately 28 times greater than an equivalent weight of carbon dioxide over a 100-year time period, and approximately 84 times greater than carbon dioxide over a 20-year timeframe. Accounting for methane leaks,

flaring, and venting in production and supply chains, the net GHG emissions of natural gas are on par with—and sometimes higher than—the GHG emissions from coal combustion. Moreover, combustion of methane for use as a fuel emits carbon dioxide. Methane is the second largest component of GHG emissions in California, behind carbon dioxide.

2. Defendants' Affirmative Claims That They Contribute Substantially to Climate Change Solutions Are Likely to Mislead California Consumers

138. Recognizing a shift in consumer knowledge and understanding of climate change, Defendants have changed tactics from seeking to deceive the public about the science and reality of climate change to deceptively portraying themselves as part of the solution to climate change. The Fossil Fuel Defendants tout their climate-friendly investments in "clean" fuels and renewable energy, when in fact those investments are nonexistent or miniscule in comparison to the Fossil Fuel Defendants' investments in developing and expanding their fossil fuel production. In many cases, those "clean" fuels themselves contribute substantially to climate change. Defendants also market themselves as being in alignment with international goals to reduce GHG emissions, while instead working to grow the Fossil Fuel Defendants' fossil fuel businesses. Thus, Defendants' efforts to mislead the public about climate change have not stopped. Defendants have simply shifted gears to engage in a different form of deceptive conduct. In doing so, their marketing seeks to mislead California consumers into believing another lie: that Defendants have made and are making substantial contributions to solving climate change.

139. By deceptively portraying themselves and their products as part of the climate solution, rather than as the problem, Defendants' advertisements induce consumers to purchase fossil fuel products and develop brand affinity under the misimpression that purchasing and using fossil fuels will somehow contribute to a "greener" energy future rather than contributing to climate change.

140. In reality, the Fossil Fuel Defendants' expansion of their fossil fuel businesses and insubstantial investments in non-GHG-emitting technology belie Defendants' purported commitments to solving climate change. The following are but a few examples of Defendants'

attempts to falsely portray themselves as being aligned with solutions to the climate crisis, rather than continuing to be the problem.

141. Exxon has announced its ambition to achieve net-zero GHG emissions by 2050, and touts its commitment to helping society reach a lower-emissions future. Exxon has heavily promoted its investment in developing algae for use as a biofuel to reduce emissions and combat climate change. Exxon's advertising tells consumers that Exxon is working to decrease its carbon footprint and that its research is leading toward "A Greener Energy Future. Literally."

142. Exxon's investment in potential renewable fuels, such as biofuels, has been miniscule compared to its overall profits and to its investments in developing and expanding its fossil fuels business. One analysis comparing Exxon's advertised goal of producing 10,000 barrels of biofuels per day by 2025 to Exxon's fossil fuel refinery operations found that the goal for biofuel production would amount to only 0.2% of Exxon's refinery capacity, as reported in 2019—in essence, a rounding error. Also, Exxon's advertisements touting the development of biofuels from plant waste substantially overplayed the likely environmental benefits by failing to acknowledge the intensive energy required to process that plant waste, which would create substantial additional GHG emissions.

143. As of late 2022, Exxon quietly abandoned its investments in developing algae as a biofuel, but Exxon continues to invest in its development of fossil fuels, as it has done for decades.

144. Shell also falsely portrays itself to consumers as part of the climate solution. Shell claims that it aims to become a net-zero emissions[140] energy business by 2050, and that it is "tackling climate change." However, in June 2023, Shell announced that it would no longer reduce annual oil and gas production through the end of the decade as previously announced, after selling off oil-producing assets and claiming the reduction in its own production as a reduction in emissions. Shell's CEO told the BBC that cutting oil and gas production would be "dangerous and irresponsible." Moreover, in advertisements in *The New York Times* and *The*

[140] "Net-zero" means achieving a balance between the carbon emitted into the atmosphere, and the carbon removed from it.

Washington Post, Shell touts its investments in "lower-carbon transport fuels," including natural gas. In "The Mobility Quandary," under a "Finding Sustainable Solutions" banner, Shell singles out natural gas as "a critical component of a sustainable energy mix" and a "cleaner-burning fossil fuel." In "The Making of Sustainable Mobility," Shell describes natural gas as "a cleaner fossil fuel" with a "lighter carbon footprint." Shell's advertising fails to acknowledge, however, that development and use of natural gas produces potent GHGs, like methane, that contribute to climate change, and is far from a "clean" or "sustainable" energy source, let alone a solution to climate change. As discussed above, natural gas is a significant contributor to climate change: methane from natural gas is a GHG that exacerbates climate change, and methane emissions associated with natural gas exploration, development, and use are 28 to 84 times as powerful as CO_2 at trapping heat in the atmosphere.

145. Moreover, Shell's investments in clean energy pale in comparison with its investments in fossil fuel production. In the first half of 2023, Shell reported $11.6 billion in total spending, of which less than $1 billion went to renewables and "energy solutions"—a category that also includes fossil fuel investments such as marketing and trading of pipeline gas. In 2018, speaking at the Oil and Money conference in the U.K., Shell's CEO, after acknowledging the challenge of climate change and referring to recent headlines about Shell's investments in the clean energy industry, such as acquiring the renewable electricity company First Utility, said, "even headlines that are true can be misleading. They might even make people think we have gone soft on the future of oil and gas. If they did think that, they would be wrong." Leaving no doubt about Shell's plans regarding clean, renewable energy, or lack thereof, he stated that "Shell's core business is, and will be for the foreseeable future, very much in oil and gas."

146. Using a remarkably similar playbook, Chevron claims that it "is committed to addressing climate change" and touts its intentions to invest billions of dollars in carbon reduction projects, as well as its net-zero "aspirations." And Chevron's director states in a 2021 report, "We believe the future of energy will be lower carbon, and we intend to be a leader in that future." Its CEO claims that Chevron's "work to create fuels of the future—like hydrogen, renewable diesel, and sustainable aviation fuel—seeks to lower the carbon intensity of these products and support

our customers' efforts to reduce their greenhouse gas emissions." Chevron representatives have even delivered public seminars at top educational institutions, deceptively claiming Chevron uses its "unique capabilities, assets and expertise to deliver progress" toward the global ambition of achieving net-zero carbon emissions.

147. Chevron's minimal efforts in the area of renewable and lower-carbon energy, coupled with its expansion of its fossil fuel business, belie its statements suggesting that it is part of the climate change solution. Chevron in fact sold its only renewable energy holding in 2018. Moreover, from 2010 to 2018, according to one analysis, Chevron's investments in low-carbon energy sources were only 0.2% of Chevron's capital spending, compared to 99.8% in continuing its fossil fuel exploration and development. Chevron to this day continues to prioritize capital expenditures in its traditional fossil fuel business over its investments in renewable and low-carbon energy.

148. ConocoPhillips claims, similarly, that its "actions for our oil and gas operations are aligned with the aims of the Paris Agreement" and touts its actions and achievements toward the net-zero energy transition. But these claims are contradicted by the company's substantial investments in expanding its fossil fuel production and sales. For example, the company's new Willow Project in Alaska is expected to produce approximately 576 million barrels of oil, with associated indirect GHG emissions equivalent to 239 million tons of CO_2.

149. BP also has misleadingly portrayed itself, and continues to misleadingly portray itself, as a climate leader, claiming that it aims to be a net-zero company by 2050 or sooner and to help the world get there too. Further, BP emphasized in its "Possibilities Everywhere" campaign, which it ended in 2020, the company's investments in renewable energy, such as solar and wind energy, and "cleaner" energy like natural gas. In its "Blade Runner" advertisement, BP claims that it is "one of the major wind energy businesses in the US." In these advertisements, BP failed to mention that its investments in clean energy resources have been relatively meager. From 2010 to 2018, according to one analysis, BP only devoted 2.3% of its capital expenditures to clean energy development. BP also failed to mention that in 2019, at the time of its "Blade Runner" advertisement, BP only owned about 1% of the installed wind capacity in the U.S. Moreover, at a

time of record-breaking profits, BP is scaling back its plan to lower emissions by 2030, and BP continues to make significant investments in fossil fuel production, refining, and sales.

150. API is also no stranger to misleading the public into believing that its and its members' actions are part of the solution, rather than the source of the problem. API markets itself as being an environmental steward, committed to helping reduce GHG emissions. API's 2021 Climate Action Framework portrays the organization as a partner in moving towards a climate solution, stating: "Our industry is essential to supplying energy that makes life modern, healthier and better while doing so in ways that tackle the climate challenge: lowering emissions, increasing efficiency, advancing technological innovation, building modern infrastructure and more." Tellingly, however, API's strategy does not advocate for or even mention reduction in fossil fuel production as a strategy to protect the climate. Rather, it focuses on potential technical advances and shifting to heavier reliance on natural gas as a "clean fuel." And an internal API email shows that its Climate Action Framework was in fact organized around the purpose of "the continued promotion of natural gas in a carbon constrained economy." As discussed above, natural gas is far from a "clean" fuel, as API misleadingly claims, as natural gas production and use contributes substantially to climate change through the release of methane, an extremely potent greenhouse gas.

H. Defendants' Concealments and Misrepresentations Regarding the Dangers of Fossil Fuel Products Encouraged Continued Use of Fossil Fuels and Discouraged Concerted Action on Greenhouse Gas Emissions

151. As a result of Defendants' efforts to deny and undermine climate science and conceal the dangers of fossil fuel consumption, Defendants encouraged consumers to continue to use fossil fuels and discouraged policymakers from imposing regulations limiting the use of fossil fuels.

152. As a result of Defendants' sustained and widespread campaign of disinformation, many California consumers have been unaware of the strength of the scientific consensus about the relationship between consumption of fossil fuels and climate change, the magnitude of the threat posed by their own use of fossil fuels, or of the contribution their purchasing behavior makes to aggravating the effects of climate change.

153. By misleading California consumers about the climate impacts of using fossil fuel products, and by failing to disclose the climate risks associated with their purchase and use of those products, Defendants deprived consumers of information about the consequences of their purchasing decisions. This led to consumers using more fossil fuels, and using fossil fuels less efficiently, than they otherwise would have done in the absence of Defendants' deception.

154. As with cigarettes, history demonstrates that when consumers are made aware of the harmful effects or qualities of the products they purchase, they often choose to stop purchasing them, to reduce their purchases, or to make different purchasing decisions. This phenomenon holds especially true when products have been shown to harm public health or the environment. For example, increased consumer awareness of the role of plastics in harming human health and the environment has spurred a growing market for plastic-free products and packaging. With access to information about health and environmental impacts, consumers have demanded healthier choices, and the market has responded.

155. A consumer who received accurate information that fossil fuel use was a primary driver of climate change, and about the resultant dangers to the environment and to public health, might have decreased the consumer's use of fossil fuel products and/or demanded lower-carbon transportation options from policymakers. Indeed, recent studies and surveys have found that consumers with substantial awareness of climate change are largely willing "to change their consumption habits . . . to help reduce the impacts of climate change."[141] If consumers were aware of what the Defendants knew about climate change when the Defendants knew it, consumers might have opted to avoid or minimize airplane travel; avoid or combine car travel trips; carpool; switch to more fuel-efficient vehicles, hybrid vehicles, or electric vehicles; demand more charging infrastructure for electric vehicles; use a car-sharing service; seek transportation alternatives all or some of the time, if and when available (e.g., public transportation, biking, or walking); or adopt any combination of these choices. In addition, informed consumers often

[141] The Conference Board, Changes in Consumers' Habits Related to Climate Change May Require New Marketing and Business Models (Oct. 26, 2022), available at https://www.conference-board.org/topics/consumers-attitudes-sustainability/changes-in-consumer-habits-related-to-climate-change (as of Sept. 13, 2023).

attempt to contribute toward solving environmental problems by supporting companies that they perceive to be developing "green" or more environmentally friendly products.[142]

156. As described herein, by casting doubt upon the scientific consensus on climate change, Defendants deceived consumers about the relationship between consumption of fossil fuels and climate change, and the magnitude of the threat posed by fossil fuel use. Consumers equipped with complete and accurate knowledge about the climate and the public health effects of continued consumption of fossil fuels would have likely formed a receptive customer base for clean energy alternatives decades before such demand in fact developed. Instead, Defendants' campaign of deception allowed them to exploit public uncertainty to reap substantial profits.

157. As described herein, Defendants' campaign of deception was also aimed at discouraging policymakers and lawmakers from taking action on climate change. By downplaying the scientific consensus on climate change and emphasizing uncertainty, Defendants hoped to delay any regulatory action that might seek to reduce or control GHG emissions, thereby threatening the industry's profits.[143]

158. By sowing doubt in the minds of consumers, the media, policymakers, and the public about the magnitude and the urgency of climate threats, Defendants delayed regulatory action on GHG emissions, exacerbating the climate crisis and causing significant harm to California and its residents.

I. The Effects of Defendants' Deceit Are Ongoing

159. The consequences of Defendants' tortious misconduct—in the form of misrepresentations, omissions, and deceit—began decades ago, and continue to be felt to this day. As described above, Defendants, directly and/or through membership in other organizations,

[142] See, e.g., Leiserwitz et al., Program on Climate Change Communication, Yale University, and Center for Climate Change Communication, George Mason University, Consumer Activism on Global Warming, September 2021 (2021), available at https://climatecommunication.yale.edu/wp-content/uploads/2021/12/consumer-activism-on-global-warming-september-2021.pdf (as of Sept. 14, 2023). About a third of American consumers surveyed report "reward[ing] companies that are taking steps to reduce global warming by buying their products" and "punish[ing] companies that are opposing steps to reduce global warming by *not* buying their products" (*id.* at p. 3).

[143] See, e.g., *supra*, ¶¶ 51, 97.

misrepresented their own activities, the fact that their products cause climate change, and the danger presented by climate change.

160. Defendants' collective goal was to ensure that "[a] majority of the American public, including industry leadership, recognizes that significant uncertainties exist in climate science, and therefore raises questions among those (e.g. Congress) who chart the future U.S. course on global climate change."[144] In 2023, only 20% of Americans understand how strong the level of consensus is among scientists that human-caused global warming is happening, and 28% think climate change is caused mostly by natural changes in the environment.[145]

161. Defendants' misrepresentations, omissions, and deceit had a significant and long-lasting effect on how the public views climate change and the dangers of fossil fuel use that continues to the present day. By sowing doubt in the minds of the public, Defendants substantially altered the public discourse on climate change, and intentionally delayed action on climate change.

162. If Defendants had been forthcoming about their own climate research and understanding of the dangers of fossil fuel products, consumers, policymakers, and the public could have made substantial progress in transitioning to a lower-carbon economy, at a much earlier time, potentially averting some of the effects of the climate crisis that California is experiencing today.

163. Moreover, by concealing the very fact of their campaign of deception, including by using front groups to obscure their own involvement in the deception, Defendants concealed their unlawful conduct from the public and the State, thereby preventing the State from discovering the facts underlying the claims alleged herein.

[144] Joe Walker, email to Global Climate Science Team re Draft Global Climate Science Communications Plan (Apr. 3, 1998), available at https://assets.documentcloud.org/documents/784572/api-global-climate-science-communications-plan.pdf (as of Sept. 13, 2023).

[145] Leiserowitz et al., Program on Climate Change Communication, Yale University, and Center for Climate Change Communication, George Mason University, Climate Change in the American Mind: Beliefs & Attitudes, Spring 2023 (2023) pp. 3, 8, available at https://climatecommunication.yale.edu/publications/climate-change-in-the-american-mind-beliefs-attitudes-spring-2023/ (as of Sept. 13, 2023).

164. Due to Defendants' deceptive and misleading conduct, California is in the throes of a climate crisis—one that would have been avoidable in part had Defendants acted differently.

J. The State Has Suffered, Is Suffering, and Will Suffer Injuries from Defendants' Wrongful Conduct

165. Defendants' individual and collective conduct is a substantial factor in causing harms to California. This conduct includes, but is not limited to, their wrongful promotion of fossil fuel products, their concealment of the known hazards associated with the use of those products, and their public deception campaigns designed to obscure the connection between these products and climate change and its public health, environmental, physical, social, and economic consequences. Such consequences include, but are not limited to, the following: extreme heat; drought; wildfires; increased frequency and intensity of extreme weather events, including coastal and inland storms and associated flooding; habitat loss and species impacts; sea level rise and attendant flooding, erosion, damage to riparian lands and submerged lands, and loss of wetlands and beaches; ocean warming and acidification; and the cascading social, economic, health, and other consequences of these environmental changes. These adverse impacts will continue to increase in frequency and severity in California and disproportionately impact frontline communities.

166. As an actual and proximate result of Defendants' conduct, which was a substantial factor in bringing about the aforementioned environmental changes, the State has suffered and will continue to suffer severe harms and losses. These include, but are not limited to, the following: increased costs associated with public health impacts, environmental impacts, and economic impacts; injury or destruction of state-owned or -operated facilities and property deemed critical for operations, utility services, and risk management, as well as other assets that are essential to community health, safety, and well-being; increased costs for responding to increasingly frequent natural disasters and increasingly intense weather events, including extreme heat, drought, wildfires, coastal and inland storms and associated flooding, and extreme precipitation events; and increased planning and preparation costs for community adaptation and resilience to climate change's effects.

167. The State has incurred, and will foreseeably continue to incur, as a result of Defendants' deceptive conduct as described in this Complaint, injuries due to delays in taking action to mitigate or curtail the climate crisis. As a result of Defendants' wrongful conduct, California has experienced, is experiencing, and will continue to experience significant adverse impacts, including, but not limited to, those described below.

1. Extreme Heat

168. California is being impacted and will continue to be impacted in years and decades to come by higher average temperatures and more frequent and severe heat waves. The last nine years have been the nine hottest on record, and that trend is only expected to continue. These changes will pose a risk to every region of the state. Severe harms from rising temperatures are already a reality in many frontline communities. Members of frontline communities tend to work in occupations with increased exposure to extreme heat, such as the agricultural, construction, and delivery industries.

169. Globally, increased concentrations of carbon dioxide and other gases in the atmosphere are causing a continuing increase in the planet's average temperature. California temperatures have risen since records began in 1895, and the rate of increase is accelerating.

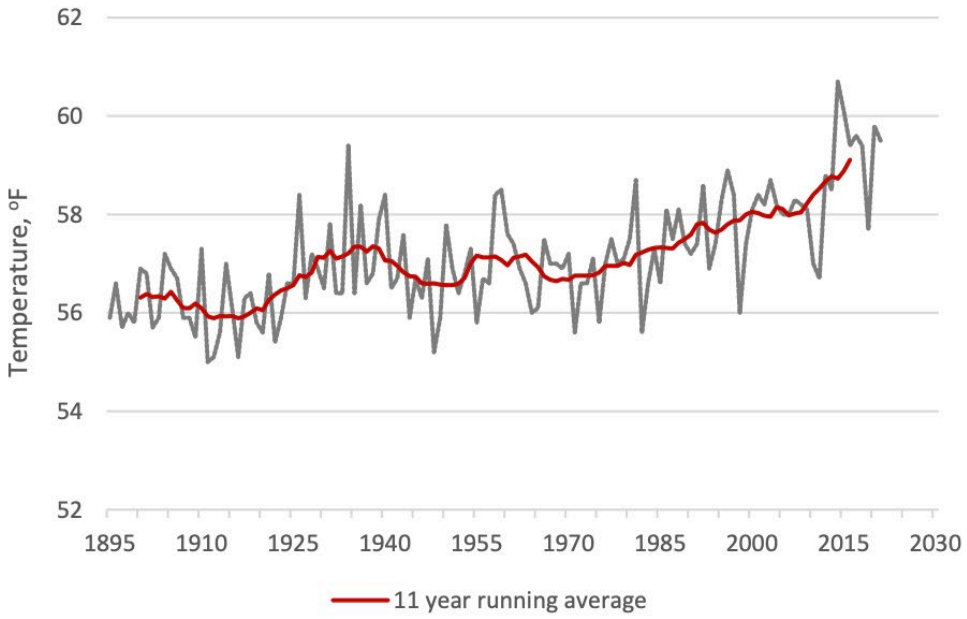


Figure 10: Statewide Annual Average Temperatures

170. Death Valley recorded the world's highest reliably measured temperature (130° F) in July 2021, breaking its own record (129° F) set in summer 2020. Meanwhile, the City of Fresno also broke one of its own records in 2021, with 64 days over 100° F that year. This is part of a trend: the daily maximum average temperature, an indicator of extreme temperature shifts, is expected to rise by 4.4° F to 5.8° F by 2050 and by 5.6° F to 8.8° F by 2100. Heat waves that result in public health impacts are also projected to worsen throughout California. By 2050, these heat-related health events are projected to last two weeks longer in the Central Valley and occur four to ten times more often in the Northern Sierra region.

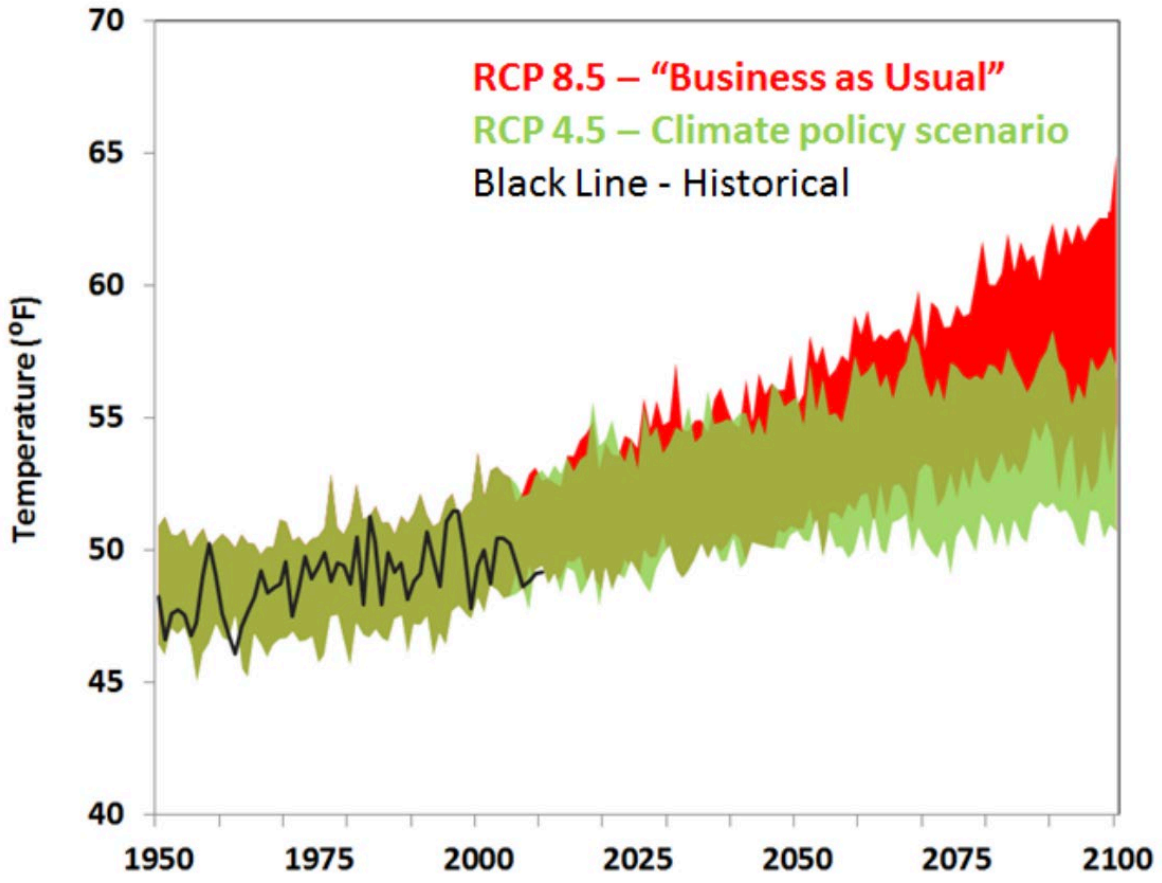


Figure 11: Projected California Temperature Increases[146]

[146] RCP in this graph refers to Representative Concentration Pathways, which are projections based on the emissions scenarios used by the IPCC's Fifth Assessment Report. There are four RCPs (2.6, 4.5, 6.0 and 8.5), and each RCP represents a family of possible underlying socioeconomic conditions, policy options, and technological considerations, from a low-end scenario (RCP 2.6) that requires significant emissions reductions to a high-end, "business-as-usual," fossil fuel-intensive emission scenario (RCP 8.5).

171. Recent heat waves have broken heat records and caused serious illness across the state, and these events are becoming more frequent. Heat waves have a particularly high impact in Southern California, where they have become more intense and longer-lasting. In the past two years, Los Angeles recorded 121° F, and the Coachella Valley had its hottest year ever, with temperatures reaching 123° F. In urbanized environments, pavement, cement, and other non-vegetated areas contribute to the "heat island" effect, in which built environments retain heat, causing daytime temperatures to be 1° to 6° F hotter than rural areas and nighttime temperatures to be as much as 22° F hotter. The heat island effect is inequitably distributed, and disproportionately affects frontline communities. Heat events exacerbate respiratory and cardiac illness and cause emergency room visits to soar. Young children, the elderly, people with preexisting health conditions, and African Americans are more vulnerable than the rest of the population to extreme heat events.

172. Heat ranks among the deadliest of all climate hazards in California, and heat waves in cities are projected to cause two to three times more heat-related deaths by mid-century. Frontline communities will experience the worst of these effects, as heat risk is associated and correlated with physical, social, political, and economic factors.

173. Heat events also lead to increased poultry and livestock mortality, which can lead to potentially adverse impacts to public health, animal health, and the environment, and resultant economic losses. Hotter weather can deteriorate the integrity of containment systems at toxic waste sites.

174. Extreme heat also threatens California's natural systems. Increasing temperatures, for example, lead to exacerbated risk of wildfire; drought and its effects on the health of watersheds; and negative effects on plants and animals, including reduced fitness, increased stress, decreased reproduction, migration, death, and in some cases extinction. These shifts result in significant cultural impacts to tribes, where plants and animals that have been used as traditional food, medicine, materials, or in ceremonies are no longer available.

2. Drought and Water Shortages

175. Anthropogenic warming has increased the likelihood, frequency, and duration of extreme droughts in California.

176. Over the last three years, the State has earmarked more than $8 billion to modernize water infrastructure and management, as part of planning for a potential loss of 10% of its water supplies by 2040 due to climate change.

177. California's five-year drought of 2012 to 2016 occurred in a setting of then-record statewide warmth and set numerous hydrologic and impact records, including lowest statewide snowpack, groundwater levels in many parts of California falling below previous historical lows, and severe resultant land subsidence. This event was soon followed by the 2020-2023 drought, which again set new hydrologic records.

178. Snowpack in the Sierra Nevada mountains serves as a vital water storage and supply system for California, supplying roughly 30% of the state's water needs in an average year. Warmer winter temperatures caused by climate change are reducing the fraction of precipitation falling as snow, and increased evaporation is reducing snowpack volume. Recent projections show that the Sierra snowpack could decline to less than two-thirds of its historical average by 2050, even if precipitation remains relatively stable.

179. Warmer temperatures in the spring and summer cause the snowpack to melt earlier and more quickly. This rapid melting can result in flooding, and can reduce California's supplies of water stored in reservoirs.

180. Warmer average temperatures across California will increase moisture loss from soils, which leads to drier summers even if winter precipitation increases. Climate projections show that the seasonal summer dryness in California may start earlier in the spring due to earlier soil drying, and last longer into the fall and winter.

181. Droughts have significant environmental, social, and economic repercussions in California, and their impacts are widespread. The 2012-2016 and 2020-2022 droughts impacted most of California and required statewide responses. Future climate-exacerbated droughts are expected to harm the State and its people by, among other things, causing drinking water

shortages, damaging the State's agricultural industry, depleting groundwater, devastating aquatic ecosystems, increasing the intensity and severity of wildfires, reducing the availability of hydroelectricity, and harming human health.

182. Drinking water shortages primarily affect small drinking water systems and domestic wells, which are often found in rural communities. In 2015, more than 100 small water systems experienced water shortages, and more than 2,000 domestic wells went dry. These vulnerable systems are located throughout California, and approximately half serve frontline communities. In the 2012-2016 drought, some rural frontline communities in the San Joaquin Valley relied on bottled water, interim tanks, and filling buckets and barrels with water from neighboring communities. From July 2021 to August 2023, the State spent over $100 million providing emergency bottled and hauled water to communities experiencing drinking water shortages.

183. California is the top agriculture-producing state in the nation, accounting for more than 60% of the country's production of vegetables and two-thirds of the country's fruit and nut crops. The state's agricultural industry accounts for 40% of total water use in an average year. Drought conditions can result in crop losses and decreased agriculture production, and future water shortages are expected to limit agricultural suitability for various crops. The resulting economic damages will be substantial—in 2016 alone, the impacts of drought on California's agriculture industry resulted in over $600 million in direct economic damages and the loss of 4,700 jobs.

184. Reliance on groundwater increases during droughts, when surface water storage is depleted due to reduced precipitation and low snowpack. Overdraft of groundwater may cause land subsidence, which can impact infrastructure—including water conveyance systems, roads, railways, bridges—aquifer storage capacity, and land topography. Increased groundwater pumping during drought also worsens groundwater quality, causing increased contamination of drinking water supplies. Under the Sustainable Groundwater Management Act, which was passed in 2014, the State has spent more than $300 million to fund Groundwater Sustainability Agencies to manage groundwater resources at the local level.

185. Drought harms aquatic ecosystems by causing low water flows, which, among other things, negatively impact water quality by affecting factors like temperature and salinity and increasing the concentration of pollutants in water. As many as 18 California native fish species would have been at high risk of extinction if the 2012-2016 drought had continued. Drought has contributed to a precipitous decline in Chinook salmon populations in California and led to an economically devastating shutdown of California's salmon fishery in 2023. Drought also reduces water availability for California's managed wetlands, harming millions of migratory birds that rely on those wetlands by reducing food and habitat availability.

186. Dry conditions produced by droughts can lead to more intense and severe wildfires. A 2016 study found that climate-induced warming and drying have created a favorable environment for fires, doubling the area burned by forest fires over the area expected to burn from natural climate variability alone from 1984 to 2015. Several of the largest, most destructive, and deadliest wildfires in state history followed the 2012-2016 drought. The second largest in the State's history, the Dixie Fire, occurred during the 2021 drought year. For additional discussion of wildfire harms, see Section IV.J.3, *infra.*

187. Drought can also affect human health by increasing harmful algal blooms, altering patterns of certain vector-borne diseases, increasing the risk of water-borne diseases, and increasing air pollution from wildfires and dust storms.

188. The State has borne and will continue to bear the substantial costs associated with mitigating and responding to climate-exacerbated drought impacts.

3. Extreme Wildfire

189. Climate change has caused and will continue to cause an accelerated increase in the risk, occurrence, and intensity of wildfires in California, resulting in wildfire-related injuries to the State and its residents.

190. Wildfire has always been an essential element of California's ecology; however, climate change is leading to disruptions in the state's natural temperature and precipitation patterns that have helped maintain the healthy, balanced role of wildfire in California. The result is a wildfire crisis. Increasingly higher temperatures coupled with longer and more intense

droughts have led to substantially drier vegetation and fuel loads across the state that are more easily ignitable during periods of hotter conditions, which are becoming more frequent and more intense in California under climate change. The wildfire season is beginning earlier in the year and ending later, and the footprint of wildfire in California has expanded due to climate change. More than 23 million acres of California wildlands, extended over half the state, are classified as under very high risk of fire, the highest fire hazard severity level. As demonstrated in the figures below, in 2023 compared to in 2007, more areas are at risk of fire, with increased severity of that risk in many areas.

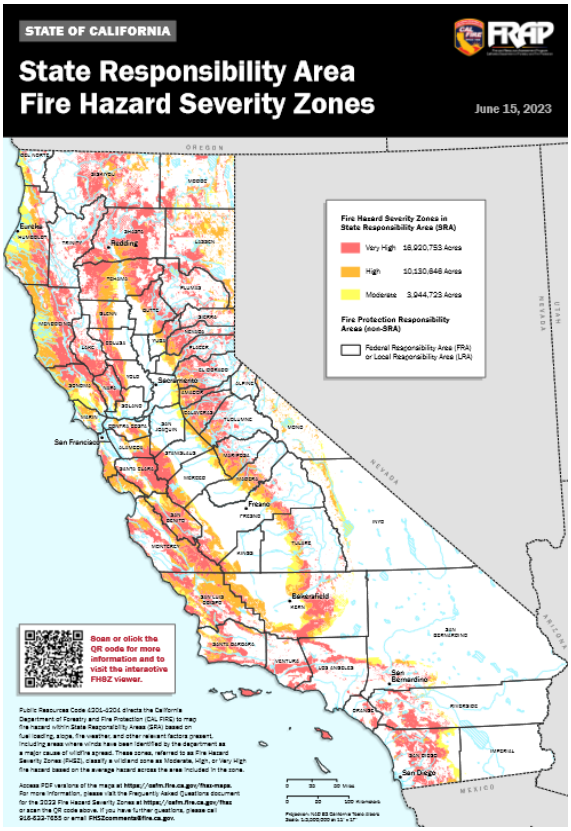


Figure 12: Fire Hazards Severity Zones, 2007 (adopted) and 2023 (proposed)

Similarly, summer forest burned area during 1996 to 2021 showed a fivefold increase compared to the years 1971 to 1995, and one recent study found that nearly all of the increase in burned area is due to anthropogenic climate change.

191. The evidence is unequivocal that both the severity and intensity of wildfires in California are increasing as a result of climate change. Most of the largest and most destructive fires in California's history have occurred since 2000, as illustrated by the following chart:

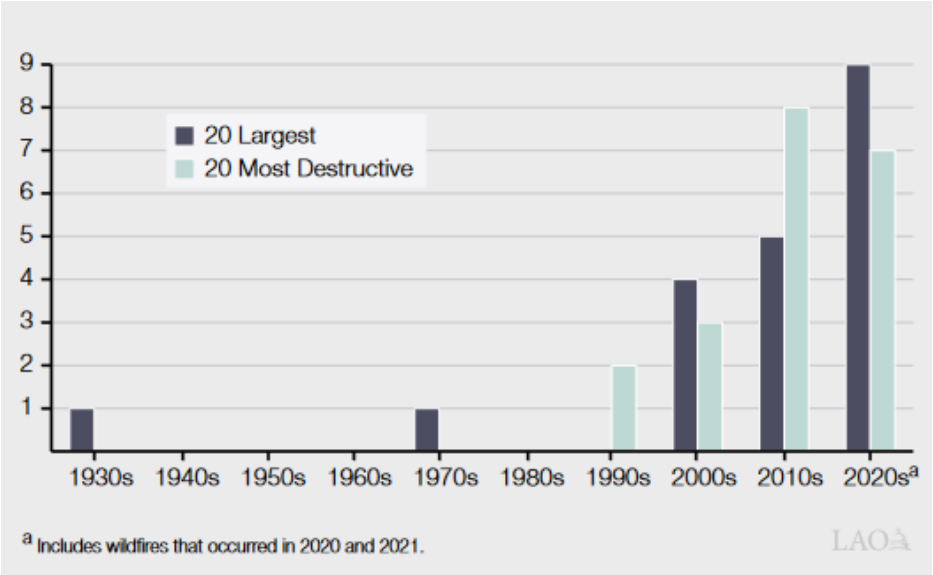


Figure 13: Largest and Most Destructive Wildfires in California

Nine of the 20 largest fires ever in California occurred in 2020 and 2021, after some of the driest and hottest years on record. California saw its largest wildfire season in 2020, when over 4.3 million acres burned (over 4% of the land within California, an area larger than the State of Rhode Island). In that season California also suffered its first gigafire, the August Complex Fire, which burned over a million acres through seven counties. The Camp Fire in 2018 burned fiercely and spread so rapidly that it destroyed the town of Paradise, California, in the fire's first four hours. The fire was the most destructive and costliest ever in the world, resulting in nearly 19,000 structures destroyed and over $16 billion in property damage. The fire was also the deadliest in California's history, with 85 civilian fatalities.

192. Related climate change impacts drive the increased risk, occurrence, and intensity of wildfire in California by impairing the health of forests and vegetation and creating conditions primed for megafires. Episodes of ever-more extreme drought are parching landscapes across California. Higher temperatures and diminishing quantities of available water create increasingly inhospitable conditions for trees at lower elevations and in hotter, drier southern regions.

Consequently, new forest trees gravitate northward and upslope, leaving stressed and dying trees behind. Dead trees are more flammable than live trees, furthering California's wildfire risk. More frequent climate change-induced extreme weather events, such as extended periods of dry, hot, high winds and dry lightning storms, combine with the dangerous conditions on the ground not only to create more wildfires in California but also to fan their flames. In 2020, during one of California's worst periods of drought, a severe dry lightning storm followed by dry high winds passed through Central and Northern California and sparked hundreds of wildfires. These fires were so intense, expansive, and numerous that they became known as the 2020 Fire Siege. This was a perfect storm of conditions, driven by climate change, creating catastrophic fires.

193. These catastrophic, climate change-driven wildfires result in substantial losses to the State's financial resources. While the State only owns about 3% (approximately one million acres) of the forestlands within California's boundaries, the State is financially responsible for wildfire protection for about 40% (over 31 million acres) of California's wildlands (approximately 79 million acres), which include forestland, watershed, and rangeland. The State spends billions of dollars on wildfire response annually; however, the cost of fighting more extreme climate change-driven wildfires is increasing. The State budgets for its response to large wildfires in the form of an emergency fund, which is funded each year based in part on the average costs of large wildfires over the previous five years. For the 2020-2021 fiscal year, the State budgeted $373 million for the emergency fund, but spent over $1.3 billion from the emergency fund during the 2020 Fire Siege. In 2011, the State spent only about $90 million on emergency fire suppression, but has not spent as little since.

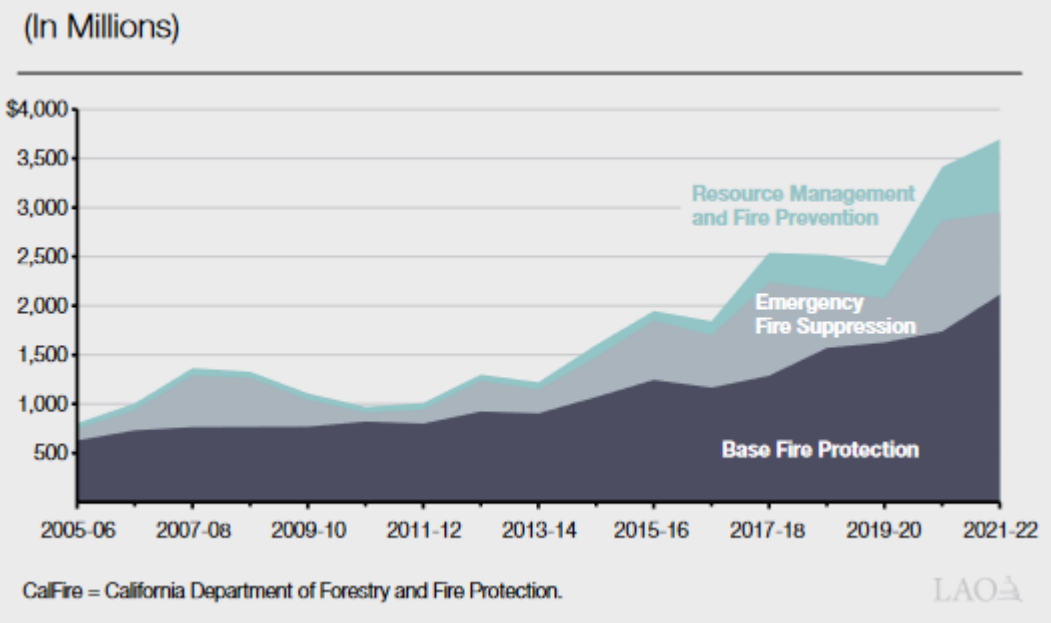


Figure 14: State Spending on CAL FIRE

194. Once suppressed, climate change-driven wildfires leave shattered communities in their wake, resulting in further financial loss to the State for wildfire recovery efforts. Increased wildfire smoke blankets these communities with ash that contains hazardous chemicals, such as the metals lead, cadmium, nickel, and arsenic; asbestos from older homes or other buildings; perfluorochemicals; flame retardants; caustic materials; and other debris, all of which must be removed before communities can rebuild. In addition to wildfire response, the State incurs further costs for wildfire recovery, including removal of household hazardous waste and wildfire debris in areas impacted by wildfire.

195. In addition to suppression and disaster response and recovery costs incurred by the State, the total property loss from recent fire seasons has also climbed to several billions of dollars per year.

196. Further, the State has lost precious natural resources to catastrophic, climate change-driven wildfires. During the 2020 Fire Siege, for example, the CZU Lightning Complex Fire effectively destroyed the State's oldest state park, Big Basin Redwoods State Park, and the surrounding forest of primarily coastal redwoods. The park lost all of its historic structures, and the awe-inspiring landscape of towering old- and second-growth coastal redwoods was razed. While old-growth redwoods are known for fire resilience, and while many survived and are

currently recovering, it is also becoming clear that changing climatic conditions such as hotter, drier summers and prolonged extreme drought will play a significant role in how the forest of Big Basin Redwoods State Park declines or recovers in the decades to come. The vast majority of the park remains closed indefinitely as it recovers from the damage.

197. Substantial natural resource costs from wildfire also extend beyond the forests. Destruction from wildfires deteriorates watersheds, which stresses municipal water supplies and treatment operations. Some smoke plumes from these megafires are so immense and hot that they form pyrocumulus clouds that create their own hazardous weather, such as lightning, hail, and tornadoes. These gigantic billows of smoke travel thousands of miles at both high and low elevations, severely compromising air quality and harming public health.

198. With the health of forests impaired and conditions worsening as the climate warms, the State has incurred costs and will incur further costs to manage forestlands to prevent future catastrophic, climate change-driven wildfires. Recently, the State has devoted $2.7 billion over three years to address wildfire resiliency in California.

4. Public Health Injuries

199. Climate change has caused and will continue to cause significant public health-related injuries to the State and its residents.

200. Heat causes more reported deaths per year on average in the United States than any other weather hazard. Greater numbers of extreme heat events in California will result in increased risk of heat-related illnesses (from mild heat stress to fatal heat stroke). Certain groups are more vulnerable to heat exposure. These include the elderly, young children, people with pre-existing health conditions (such as heart or lung disease), and African Americans.[147] Workers who engage in vigorous physical activity, especially outdoors, are also at risk, including workers in construction, firefighting, and agriculture. Farmworkers die of heat-related causes at 20 times the rate of the rest of the U.S. civilian workforce. Since 2005, the first year California began tracking the number of heat-related fatalities, 36% of California's heat-related worker deaths have

[147] Heat deaths or illness are underreported or misclassified. Hence, the available data on heat-related illnesses and deaths likely underestimate the full health impact of exposure to periods of high temperatures.

been of farmworkers. Similarly, although construction workers comprise only 6% of the national workforce, they account for 36% of heat-related deaths.

201. The rate of occupational heat-related deaths in California slightly exceeds the national average. In 2006, dramatic increases in many heat-related illnesses and deaths were reported following a record-breaking heat wave. Over 16,000 excess emergency room visits, over 1,100 excess hospitalizations, and at least 140 deaths occurred between July 15 and August 1, 2006. Projections for California estimate about a 10- to 20-fold increase in the number of extremely hot days by the mid-21st century, and about a 20- to 30-fold increase by the end of the century.

202. Californians already experience the worst air quality in the nation. Hotter temperatures lead to more smog, which can damage lungs, and increase childhood asthma, respiratory and heart disease, and death. Air quality is expected to deteriorate due to rising temperatures, as ground-level ozone and particulate matter concentrations rise. Ozone and particulate matter are associated with a wide range of harmful health effects in humans, including cardiovascular disease, cancer, and asthma.

203. The smoke from climate change-driven wildfires has also compromised and will further compromise California's air quality. Smoke from these fires has reached everywhere in California, clogging the skies, eclipsing the sun, and suffocating Californians' air. Wildfire smoke is a complex mixture of toxic gases, fine particulate matter, and other pollutants. Most of the state has experienced large increases in wildfire-driven air pollution when comparing air quality data from 2002-2013 with those from 2014-2020. During the 2020 Fire Siege, all of California was covered by wildfire smoke for over 45 days—and 36 counties for at least 90 days. Altogether, more than half of California's population experienced approximately one month characterized by unhealthy, very unhealthy, or hazardous levels of wildfire smoke during the 2020 fire season. The five highest average daily air pollution readings ever recorded in California occurred in 2020.

204. The decline in air quality from wildfire smoke has had pernicious impacts on the State's public health. Exposure to wildfire smoke has been linked to respiratory infections, cardiac arrests, low birth weight, mental health conditions, and exacerbated asthma and chronic obstructive pulmonary disease. Sensitive groups, such as children, pregnant people, and the

elderly; those with underlying health conditions; and those whose occupations require working outdoors with greater exposure to wildfire smoke, such as agricultural workers, suffer an even greater risk of harmful health effects from wildfire smoke. Researchers from Stanford University estimated California wildfire smoke likely led to at least 1,200 and as many as 3,000 excess California deaths between August 1 and September 10, 2020 alone.

205. Heavy precipitation, sea level rise, and extreme weather events will lead to more frequent flooding, which causes death and injury in addition to secondary health risks such as damage to sanitation infrastructure, aggravation of chronic diseases, and contamination of drinking water, land, and property which jeopardizes human health and the State economy. As one example, the alternating cycle of heavy precipitation and heat attributed to climate change provides an ideal condition for fungal Valley Fever outbreaks. Sea level rise and increased flooding are also expected to lead to increased risk of contamination and chemical exposure due to flooding of toxic sites. These risks are particularly acute for California because 68.5% of the state's population lives in the coastal areas. As pest seasons and ranges expand, vector-and tick-borne illnesses will increase in California's population. The State has borne, and will continue to bear, costs associated with mitigating and responding to these public health threats.

5. Extreme Storms and Flooding

206. Much of California's winter precipitation arrives in the form of "atmospheric river" storms, which are fed by long streams of water vapor transported from the Pacific Ocean. These storms deliver extreme precipitation when their moisture-laden winds encounter California's coastal mountain ranges.

207. Atmospheric rivers and the heavy precipitation they bring are the major cause of historical floods in California, resulting significant damage to property and public infrastructure and substantial economic losses.

208. Studies uniformly show that atmospheric rivers are likely to become more frequent and more intense in the future, in part because warmer air allows atmospheric rivers to hold more moisture. In a warmer future climate, total precipitation in atmospheric river events is projected to

increase by about 25% on average throughout the state, and maximum hourly precipitation rates may increase by 30%.

209. With the increased likelihood of extreme storms comes an increased risk of catastrophic flooding. Because warming temperatures will cause a lower proportion of winter storms to fall as snow, the predicted 25% increase in total precipitation from atmospheric river events will result in 50% more runoff, posing significant flood risks. Additionally, higher hourly precipitation rates will result in short-duration bursts of intense precipitation, which pose a significant risk of flash flooding and related hazards, such as mudslides.

210. One recent study analyzed the likelihood that California would experience a "megaflood" in the future—a historically rare flood caused by 30 consecutive days of precipitation. Researchers found that the annual likelihood of a megaflood increases rapidly for each 1° C of global warming, and that warming as of 2022 has already doubled the annual likelihood of a megaflood. By 2060, megafloods—which historically occurred approximately once every two hundred years—may occur three times per century.

211. The State's water infrastructure consists of dams, reservoirs, aqueducts, canals, spillways, levees, and pumping plants designed to store and transport water and reduce flood risk. Much of this infrastructure was designed to operate within historical ranges of precipitation and temperatures, not the more frequent and intense storms that the State will face in the warming future. The flood improvement investments needed in the Central Valley alone are expected to cost the State between $1.8 and $2.8 billion through 2027. In the winter of 2022 to 2023, California experienced a series of severe atmospheric river storms that broke precipitation records throughout the state, with some areas of the state receiving more than 200% of average precipitation. These storms had devastating effects throughout California. More than 80 state park properties were fully or partially closed due to storm impacts. In March 2023, the Pajaro River breached a levee on the border of Monterey and Santa Cruz counties, triggering evacuation orders and warnings for more than 8,500 people, and leaving residents of the unincorporated community of Pajaro without safe drinking water for the next month. In the Central Valley, Tulare Lake—

which was drained to support agriculture in the early 1900s and has been largely dry since—reappeared, flooding 168 square miles, and grew in size as the Sierra snowpack melted.

212. Floods can cause emergency conditions such as power, water, and gas outages; disrupt transportation routes and commercial supplies; damage homes, buildings, and roads; and cause severe environmental problems, including landslides and mudslides, which require response and recovery efforts by the State. Household, industrial, agricultural, and other wastes can contaminate floodwaters, creating chemical and biological public health risks to impacted communities. Flooding from storms often leads to increased sanitary sewer overflows. Drinking water supplies are often inundated with sewage and other contaminants from flood waters resulting in water use restrictions, including Boil Water Notices and Do Not Drink Orders, limiting or eliminating drinking water for communities. Burn scars from wildfires increase the risk of debris flows during episodes of increased precipitation. Locations downhill and downstream from burned areas are susceptible to flash flooding and debris flows, especially near steep terrain. Rainfall that would normally be absorbed will run off extremely quickly after a wildfire. As a result, after a wildfire, much less rainfall is required to produce a flash flood. The force of the rushing water and debris can damage or destroy culverts, bridges, roadways, and buildings even miles away from the burned area.

213. In addition, extreme precipitation events can cause inundation of toxic waste sites, leading containment systems and structures not designed for extreme weather events to fail and release contamination.

214. The State has borne, and will continue to bear, the costs of constructing, maintaining, and upgrading water infrastructure, including flood management infrastructure, and otherwise responding to the damage caused by extreme storms and flooding.

6. Damage to Agriculture

215. California is a global leader in the agricultural sector and produces more than 400 types of commodities. The state produces over a third of the country's vegetables and two-thirds of its fruits and nuts. California is the largest and most diverse agricultural state in the United States.

216. While California farmers and ranchers have always been affected by the natural variability of weather from year to year, the increased rate and scale of climate change is beyond the realm of experience for the agricultural community.

217. Agricultural production in California is highly sensitive to climate change. Changes in temperatures and in the amounts, forms, and distribution of precipitation, increased frequency and intensity of climate extremes, and water availability are a few examples of climate-related challenges to California's agriculture sector. Irrigated agriculture produces nearly 90% of the harvested crops in California, and a decrease in water availability could reduce crop areas and yields. Drought can adversely affect agricultural crop production by slowing plant growth and causing severe crop yield losses. Lower stream flow and groundwater levels as a consequence of drought can harm plants by increasing the risk of wildfires when vegetation and soil surface dry out. Warmer environments can cause greater runoff caused by faster snowmelt. This, in turn, causes reservoirs to fill up earlier, increasing the odds of both winter flooding and summer water deficits. Increasing temperatures result in more flooding events, which greatly affect plant survival through a reduction in oxygen availability, root asphyxia, and an increase in disease and nitrogen losses.

218. Changes in California's climate are negatively influencing California's highly productive agricultural industry. Impacts on agriculture include low chill hour accumulations, crop yield declines, increased pest and disease pressure, increased crop water demands, altered phenology of annual and perennial cropping systems, and uncertain future sustainability of some highly vulnerable crops.

219. Permanent crops are among the most profitable commodities in California. They are most commonly grown for more than 25 years, which makes them more vulnerable to impacts of climate change. Most of the permanent crops in California require several years to reach maturity and profitable production. California has already observed a significant loss of winter chill hours, due to an increase in average winter temperatures. Winter chill hours are defined as the number of hours spent below 45° F, necessary for the flowers of fruits and nuts to bloom, and required by certain crops to achieve high yields. According to University of California researchers, around the

year 1950, growers in the Central Valley could rely on having between 700 and 1,200 chill hours annually. For chilling requirements of 500 hours (chestnut, pecan, and quince), only about 78% of the Central Valley will be suitable for production by the end of the 21st century. For chilling requirements of more than 700 hours (apricot, kiwifruit, peach, nectarine, plum, and walnut), only 23–46% of the valley remains suitable, and only 10% will remain suitable by 2080–2095. Only 4% of the area of the Central Valley was suitable in the year 2000 for species such as apples, cherries, and pears, which have annual chilling requirements of more than 1,000 hours; however, virtually no areas in California will remain suitable by 2041–2060 under any emissions scenario for these types of fruit crops.

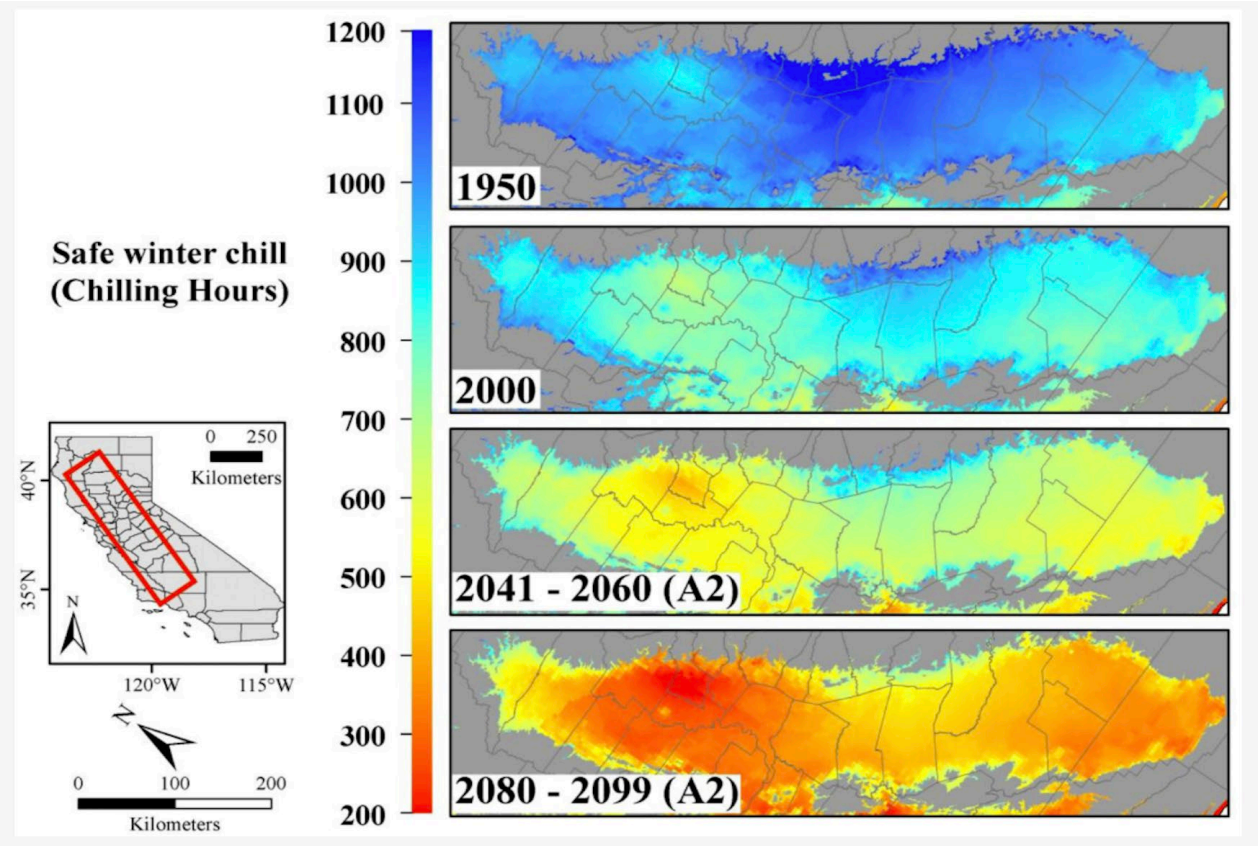


Figure 15: California Central Valley Winter Chill Hours in 1950, 2000, 2041–2060, and 2080–2099

220. Increases in invasive pests, changes to plant and pest interactions, and increases in plant and animal diseases in agriculture are some additional potential impacts from climate change. University of California researchers have indicated that due to climate change, by 2050,

yields are projected to decline by 40% for avocados and 20% for almonds, table grapes, oranges, and walnuts. In 2021, drought resulted in the fallowing of nearly 400,000 acres of fields. Direct crop revenue losses were approximately $962 million, and total economic impacts were more than $1.7 billion, with over 14,000 full- and part-time job losses. During the 2011–2017 drought, California's agricultural industry suffered at least $5 billion in losses. Because California feeds not only its own residents, but the entire U.S. and other countries as well, production declines could lead to food shortages and higher prices.

7. Sea Level Rise, Coastal Flooding and Coastal Erosion

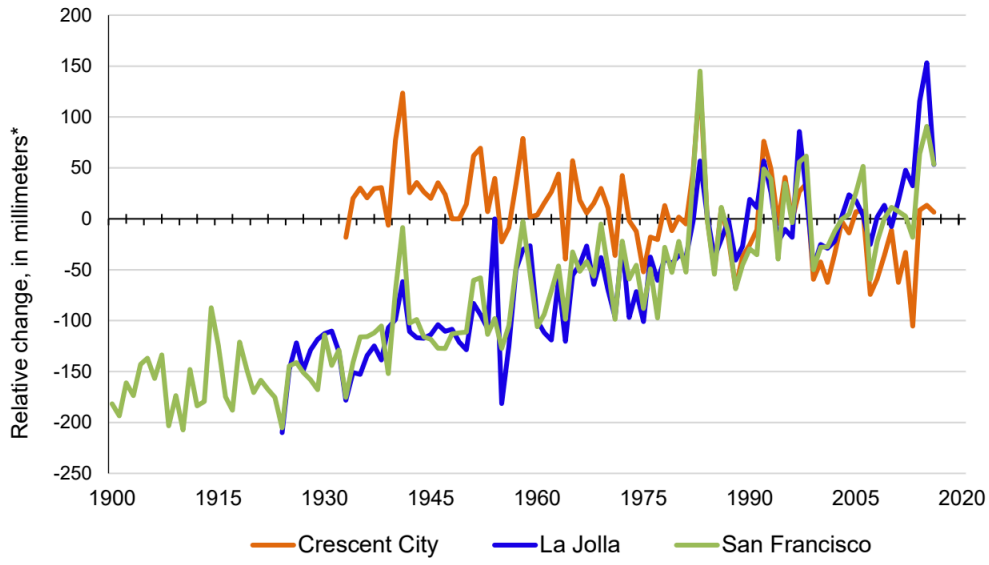
221. Climate change causes sea level rise in two primary ways: (1) by causing the melting of ice sheets and glaciers, and (2) by warming seawater, which consequently expands. Sea level rise is already accelerating along the California coast and will continue to rise substantially over the twenty-first century, threatening coastal communities, natural resources, cultural sites, and infrastructure.

222. California has approximately 1,100 miles of coastline. California's 19 coastal counties are home to 68% of its people, 80% of its wages, and 80% of its GDP.[148] The sea level along California's coasts has risen nearly eight inches in the past century and is projected to rise by 3.5 feet, and as much as 6.6 feet under extreme scenarios, by the end of the century. As the Earth gradually warms, sea level rise will continue to threaten coastal communities and infrastructure through more frequent flooding (followed by permanent inundation of low-lying areas), and increased erosion of cliffs, bluffs, dunes, and beaches. Across California, accelerating sea level rise will cause an exponential increase in the frequency of coastal flooding events, doubling with approximately every two to four inches of sea level rise. Sea level rise could put 600,000 people at risk of flooding by the year 2100, and threaten $150 billion in property and infrastructure, including roadways, buildings, hazardous waste sites, power plants, and parks and tourist destinations. Coastal erosion could have a significant impact on California's ocean-dependent economy, which is the nation's largest, and estimated to exceed $45 billion per year.

[148] California's gross domestic product, or GDP, is the value of all goods and services produced in California.

Critical infrastructure located on the shore, such as wastewater treatment plants, power stations, and transportation corridors, will also be affected. Sea level rise also pushes shallow groundwater closer to the surface, a process that may release contaminants buried in the soil.

223. Sea levels along the California coast have generally risen over the past century, except along the far north coast where uplift of the land surface has occurred due to the movement of the Earth's plates, as illustrated in the following chart.



** Relative to tidal datum (reference point set by the NOAA)*

Figure 16: Annual Mean Sea Level Trends

224. Coastal wave events and high tides, in combination with current and rising sea levels, will increase flood impacts on land, which will exacerbate the impact on coastal assets. Rising sea levels may also contaminate coastal groundwater aquifers and raise groundwater tables, causing increased flooding leading to impacts that will, among other things, further damage buried and low-lying infrastructure.

225. Coastal recreation and tourism are vulnerable to repeated and increasing disruptions from sea level rise, flooding, and erosion. Accelerated erosion and flooding diminish the number and quality of beaches. Beach closures have already occurred in California because of erosion and high storm surges, and such closures impact tourism and result in natural resource damage. Areas including some state parks and beaches will suffer further erosion due to sea level rise.

226. Rising water levels and increased storm activity will increase coastal erosion, impacting beaches and cliffs throughout the state. For example, a projected 31–67% of Southern California beaches are projected to completely erode by the end of the century if adaptation actions are not implemented.

227. Billions of dollars' worth of real estate development, primarily residential properties, line the California seashore. All of California's low-lying communities, as well as developments on cliffs, bluffs, dunes, or the beach itself, and their associated infrastructure, are vulnerable to the impacts of a rising sea. King tides, and/or storm events—often accompanied by the simultaneous arrival of large waves—have already impacted many of these areas repeatedly.

228. Saltwater intrusion from sea level rise is also expected to impair water quality in coastal groundwater aquifers, as well as surface water supplies, as the salt front moves upstream. Water quality will also be degraded as rising sea levels submerge sewer discharge points, allowing contaminants to move into waterways and the surrounding environment. Industrial sites located in coastal areas will be at a greater risk of pollutant discharge into the State's waters.

229. Rising seas will inundate coastal infrastructure, including wastewater treatment plants and toxic cleanup sites where contaminants may be mobilized and risk spreading contamination to nearby vulnerable communities. Hundreds of such sites in the state are potentially vulnerable to impacts from sea level rise.

230. Sea level rise in California not only threatens coastal communities, but also threatens the health of the Sacramento-San Joaquin Delta, the heart of the California water supply system, the source of water for 25 million Californians and millions of acres of prime farmland, and essential habitat for imperiled native wildlife. Sea level rise in California could lead to flooding of low-lying areas, loss of coastal wetlands, saltwater contamination of drinking water, impacts on roads and bridges, and increased stress on levees. It may also require increased flows to prevent saltwater intrusion into the Bay-Delta system.

8. Ecosystem, Habitat, and Biodiversity Disruption

231. California is one of the most biologically diverse regions of the world, with the highest number of unique plant and animal species of all 50 states, and the greatest number of

endangered species. Moreover, due to its diverse topographic, geologic, and climate conditions, California is one of 25 global biodiversity hotspots, where exceptional concentrations of endemic species are experiencing significant habitat loss. California's diverse climates are closely linked to the State's biodiversity; climate change is therefore expected to directly and indirectly impact California's terrestrial and marine habitats and species—and indeed already is impacting them.

232. Healthy ecosystems and biodiversity provide a plethora of direct and indirect benefits to Californians and the State's economy, such as clean air, clean water, crop pollination, and recreational opportunities such as hunting, fishing, and wildlife viewing. These "ecosystem services" are tied to biodiversity and will therefore be negatively impacted by climate change.

233. Climate change can affect biodiversity in many ways. For example, species can be directly impacted, like salmon being exposed to warming stream temperatures that threaten their survival. Species can also be affected indirectly, through climate-induced changes in food, water, and habitat availability. Since ecosystems are highly interconnected, impacts to individual species often have consequences for other species within the system.

234. As a result of climate change, California has seen, and will continue to see, the following impacts on its ecosystems: shifts in species abundance and distributions; shifts in the timing of important life-cycle events such as pollination, flowering, breeding, and migration; the spread of invasive species and pests, which pose a threat to the survival of native species and usually disrupt ecosystem processes; and habitat loss and species extinctions. Throughout California, these types of changes have been observed across terrestrial, freshwater, estuarine, and marine ecosystems.

235. More specifically, some of the effects of climate change on habitat and biodiversity in California will include the following:

a. *Physiological stress on species due to changes in temperature and precipitation*. Warming temperatures, declining snowpack, and earlier spring snowmelt runoff create stresses on vegetation. This stress will cause shifts in geographic ranges, and will facilitate the spread of invasive species, pests (such as the bark beetle), pathogens, and diseases that affect ecosystems and species, and generally cause population declines. For example, tree deaths have

increased dramatically in California since the 2012-2016 drought; approximately 129 million trees died in California between 2012 and 2017. Higher temperatures and decreased water availability made the trees more vulnerable to insects and pathogen attacks. Some of the most heavily impacted vegetation regions are predicted to be the Sierra Nevada foothills; the south coast, including Los Angeles and San Diego; the deserts; and potentially the coast ranges north of the San Francisco Bay Area. Similarly, in three study regions of the Sierra Nevada, the habitat ranges of almost 75% of the small mammalian species and over 80% of the bird species surveyed were observed to have shifted compared to a century ago.

b. *Impacts to timing of species' lifecycle phases due to shifting timing of climatic events*. Changes in temperature, precipitation, food sources, competition for prey, and other physical or biological elements may cause detrimental alterations in the timing of key life cycle events for plants and animals, harming population health and further shifting the ranges where these plants and animals can survive. For example, some butterfly species emerge at the same time that their host plants flower. Warming temperatures are linked with earlier flowering times, and if butterflies and host plants are not able to adapt to a shifting climate at the same rate, butterflies may have insufficient food, and the host plants may lack pollinators. As another example, shifts in suitable climatic conditions for seedling establishment for two common California oak species have caused significant decreases in seedling "establishment windows," which is likely to bring about future population declines.

c. *Aquatic ecosystem and marine habitat impacts*. Shifts anticipated and already observed in precipitation and water flow patterns have negatively impacted water quality (e.g., due to sedimentation or algal blooms) and habitat suitability. As one example, harmful algal blooms are becoming more frequent and more intense across California as waters warm. These blooms, which result from the overgrowth of algae, caused 18 human illnesses and 444 animal illnesses in California in 2021 alone. Further, shifts in quantities of sediment in waterways have significant consequences, including declining water quality due to increases in contaminants such as pesticides, herbicides, nutrients, and mercury. Under current GHG emissions trajectories, 82% of native California freshwater fishes have an increased probability of becoming extinct by 2100;

these include many species that are already at risk and listed as species of special concern or species that are endangered, including salmon and steelhead trout. In contrast, non-native species are thriving in the increasingly warm waters of California's rivers and reservoirs, taking the place of many native fishes. Further, ocean acidification and warming have a broad variety of effects, negatively impacting everything from copepods at the base of the food chain to Chinook salmon and sea lion pup births.

236. The State has incurred damages as a direct and proximate result of Defendants' conduct. The State has planned and is planning, at significant expense, adaptation and mitigation strategies to address climate change-related impacts in order to preemptively mitigate and/or prevent injuries to itself and its residents.

237. The scale of transformation needed over this decade to avoid the worst impacts of climate change is extraordinary. The State has made investments of a historic scale to advance the all-of-government approaches necessary to avert the worst impacts of climate change. For example, California's $52.2 billion Climate Change Commitment for 2021 through 2027 includes $10 billion for zero-emission vehicles, $2.1 billion for clean energy investments, $13.8 billion for programs that reduce emissions from the transportation sector, such as improving public transportation while also funding walking, biking, and adaptation projects, and $13.2 billion for wildfire risk reduction, drought mitigation, extreme heat resilience, and nature-based solutions.

238. The State has spent tens of billions of dollars to adapt to climate change and address the damages climate change has caused so far, and the State will need to spend multiples of that figure in the years to come.

239. Defendants' tortious and deceptive conduct was a substantial factor in bringing about these and other climate-related injuries suffered by the State, including harms to its infrastructure, environment, socioeconomic condition, and public health, that it has endured, and foreseeably will endure, due to the climate crisis. Moreover, the brunt of these injuries and harms will fall on frontline communities, as climate change exacerbates existing public health and environmental disparities.

240. Defendants' tortious and deceptive conduct as described herein is therefore an actual, direct, and proximate substantial-factor cause of the State's climate crisis-related injuries and brought about or helped to bring about those injuries. Such injuries include, but are not limited to, harms due to delayed responses to climate change caused by Defendants' behavior.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

PUBLIC NUISANCE

(Civil Code Sections 3479, 3480, and 3494)

(Against All Defendants)

241. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

242. Under Civil Code section 3479, a "nuisance" is "anything which is injurious to health," including, but not limited to, "an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property," or anything which "unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway."

243. Under Civil Code section 3480, a "public nuisance" is "one which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal."

244. Pursuant to Civil Code section 3494, a "public nuisance may be abated by any public body or officer authorized thereto by law." As courts have recognized, the Attorney General is such a public officer authorized to bring an action in the name of the People of the State of California to abate a public nuisance.

245. Defendants, individually and in concert with each other, by their affirmative acts and omissions, have created, contributed to, and assisted in creating harmful climate-related conditions throughout California, including extreme heat, drought, increased wildfire risk, air pollution, flooding, damage to agriculture, sea level rise, coastal erosion, habitat destruction, and loss of ecosystems, with compounding effects in frontline communities. These climate-related

harms are injurious to health, indecent and offensive to the senses, and obstruct the free use of property, so as to interfere with the comfortable enjoyment of life and property, and therefore constitute a nuisance.

246. Defendants, and each of them, created, caused, contributed to, and assisted in the creation of these and other climate-related harms in California by, among other things, affirmatively promoting the sale and use of fossil fuel products in California which Defendants knew would cause or exacerbate climate change and its impacts, including without limitation extreme heat, drought, increased wildfire risk, public heath injuries, extreme weather, and sea level rise.

247. The climate-related harms that Defendants created, caused, contributed to, and assisted in the creation of, have substantially and unreasonably interfered with the exercise of rights common to the public, including the public health, the public safety, the public peace, the public comfort, and the public convenience. These interferences with public rights include, among other things, affirmatively promoting the sale and use of fossil fuel products in California, which Defendants knew would cause or exacerbate climate change and its impacts, including without limitation extreme heat, drought, increased wildfire risk, public health injuries, extreme weather, and sea level rise.

248. The climate-related harms that Defendants created, caused, contributed to, and assisted in the creation of, have substantially and unreasonably interfered with the exercise of rights common to the public, including the public health, the public safety, the public peace, the public comfort, and the public convenience. These interferences with public rights include, among other things:

a. Extreme heat events, which increase the risk of injury or death from dehydration, heat stroke, heart attack, and respiratory problems;

b. Frequent and severe droughts, which can result in drinking water shortages and land subsidence due to groundwater depletion;

c. Catastrophic wildfires, which destroy California's natural resources and residents' homes, while also emitting dangerous pollutants into the air and severely compromising air quality;

d. Increased smog from hotter temperatures, which damages lungs and increases rates of childhood asthma, respiratory and heart disease, and death, and which reduces visibility and obstructs scenic views;

e. Extreme winter storms, which cause flooding that can damage public infrastructure, obstructing the free passage and use of property;

f. Damage to agriculture, including reduced crop yields that could lead to food shortages;

g. Sea level rise, coastal inundation, and groundwater changes, which obstruct the free passage and use of roads and property, impair water quality in groundwater aquifers, damage critical public infrastructure such as power plants and airports, and lead to unprecedented and dangerous storm surges that can cause injury or even deaths; and

h. Significant disruptions to California's ecosystems and biodiversity, including the spread of invasive species and pests and the risk of extinction for California's native species.

249. The harms caused by Defendants' nuisance-creating conduct are extremely grave, and far outweigh the social utility of that conduct.

250. The climate-related harms that Defendants created, caused, contributed to, and assisted in the creation of are present throughout California, and therefore affect a considerable number of persons in California.

251. The climate-related harms that Defendants created, caused, contributed to, and assisted in the creation of continue to harm to the State and its people into the present day, and will continue to harm the State and its people many years into the future.

252. As a direct and proximate result of Defendants' acts and omissions, the State will be required to expend significant public resources to mitigate the impacts of climate-related harms throughout California.

253. As a direct and proximate result of Defendants' acts and omissions, Californians have sustained and will sustain injuries to public health, safety, and welfare; the loss of use and enjoyment of natural resources; and obstruction to the free use of property, harms for which Defendants are jointly and severally liable.

254. Defendants' acts and omissions have caused or threaten to cause injuries to people, properties, and natural resources in California that are indivisible.

255. The State seeks abatement of the public nuisance caused by Defendants.

256. The State requests that this Court order Defendants, and each of them jointly and severally, to abate the nuisance, including by making payments into an abatement fund to address the public nuisance.

SECOND CAUSE OF ACTION

ACTION FOR EQUITABLE RELIEF FOR POLLUTION, IMPAIRMENT, AND DESTRUCTION OF NATURAL RESOURCES

(Government Code Section 12607)

(Against All Defendants)

257. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

258. Government Code section 12607 authorizes the Attorney General to "maintain an action for equitable relief in the name of the People of the State of California against any person for the protection of the natural resources of the state from pollution, impairment, or destruction."

259. "Natural resource" is defined to include "land, water, air, minerals, vegetation, wildlife, silence, historic or aesthetic sites, or any other natural resource which, irrespective of ownership contributes, or in the future may contribute, to the health, safety, welfare, or enjoyment of a substantial number of persons, or to the substantial balance of an ecological community." (Gov. Code, § 12605.)

260. As a result of Defendants' misconduct, climate-related conditions are polluting, impairing, and destroying the State's natural resources.

261. As a result of Defendants' misconduct, climate-related conditions are polluting, impairing, and destroying "other natural resources" as described in the statute which, "irrespective of ownership contribute, or in the future may contribute, to the health, safety, welfare, or enjoyment of a substantial number of persons, or to the substantial balance of an ecological community." (Gov. Code, § 12605.)

262. This pollution, impairment, and destruction of natural resources, including water, wildlife, and other natural resources, is continuing in nature.

263. Defendants, and each of them, have engaged in and continue to engage in, conduct that caused or contributed to the pollution, impairment, and destruction of natural resources, including water resources, wildlife, and other natural resources. The acts and practices engaged in by Defendants that polluted, impaired, and destroyed natural resources include the following:

a. affirmatively and knowingly promoting the sale and use of fossil fuel products in California which Defendants knew would cause or exacerbate climate change and its impacts, including extreme heat, drought, extreme weather, and sea level rise;

b. affirmatively and knowingly concealing the hazards that Defendants knew would result from the use of their fossil fuel products by misrepresenting and casting doubt on the integrity of scientific information related to climate change;

c. affirmatively promoting fossil fuel products for uses that Defendants knew would be dangerous and cause harm to consumers, the public, and the State;

d. disseminating and funding the dissemination of information intending to mislead customers, consumers, lawmakers, and the public regarding the known and foreseeable risks of climate change and its consequences that follow from the normal, intended use of fossil fuel products;

e. delaying the development of viable clean energy alternatives by preventing customers, the media, policymakers, and the public from having access to full and accurate information material to their energy purchasing decisions, thereby causing the emission of vast quantities of greenhouse gases into the atmosphere;

f. failing to warn the public about the hazards associated with the use of fossil fuel products; and

g. deceptively marketing their products as environmentally beneficial or benign when in reality those products contribute to climate change and are harmful to the health of the planet and its people.

264. Defendants' acts and omissions have caused pollution, impairment, and destruction of California's natural resources, including water, wildlife, and other natural resources that are indivisible.

265. Pursuant to Government Code section 12607, the State requests that this Court grant temporary and permanent equitable relief and impose such conditions upon Defendants as are required to protect the natural resources of California from pollution, impairment, or destruction.

266. Pursuant to Government Code section 12610, the State requests that this Court grant any and all temporary and permanent equitable relief needed to prevent further pollution, impairment and destruction of the natural resources of California, including the imposition of such conditions upon the Defendants as are required to protect the natural resources of California from pollution, impairment, or destruction.

THIRD CAUSE OF ACTION

UNTRUE OR MISLEADING ADVERTISING

(Business and Professions Code Section 17500)

(Against All Defendants)

267. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

268. Defendants, and each of them, have engaged in and continue to engage in acts or practices that constitute violations of the False Advertising Law, Business and Professions Code section 17500 et seq.

269. Defendants, with the intent to induce members of the public to purchase and utilize fossil fuel products, made or caused to be made and/or disseminated misleading statements concerning the fossil fuels, which Defendants knew, or by the exercise of reasonable care should

have known, were untrue or misleading at the time they were made. Such misrepresentations include, but are not limited to:

a. Deceptively marketing fossil fuel products claimed to be "low carbon," "emissions-reducing," "clean" and/or "green," or otherwise environmentally beneficial or benign, when in reality those products contribute to climate change and are harmful to the health of the planet and its people;

b. Deceptively promoting natural gas as a climate-friendly or environmentally friendly fuel, and/or as "clean" or "cleaner" than other fossil fuels, when in reality natural gas contributes to climate change and is harmful to the health of the planet and its people;

c. Deceptively marketing their companies and their products as contributing to solutions to climate change when in reality their investments in clean energy and alternative fuels pale in comparison to their investments in expanding fossil fuel production, and those alternative fuels, such as natural gas, contribute to climate change; and

d. Misleadingly promoting their companies as being in alignment with international goals to reduce carbon emissions and reach net-zero emissions, when in reality they are investing in maintaining and/or expanding their fossil fuel businesses.

FOURTH CAUSE OF ACTION

MISLEADING ENVIRONMENTAL MARKETING

(Business and Professions Code Section 17580.5)

(Against All Defendants)

270. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

271. Defendants, and each of them, have made environmental marketing claims that are untruthful, deceptive, and/or misleading, whether explicitly or implicitly, in violation of Business and Professions Code section 17580.5.

272. Such misleading environmental marketing claims include, but are not limited to, such deceptive representations as:

a. Deceptively marketing fossil fuel products claimed to be "low carbon," "emissions-reducing," "clean" and/or "green," or otherwise environmentally beneficial or benign, when in reality those products contribute to climate change and are harmful to the health of the plant and its people;

b. Deceptively promoting natural gas as a climate-friendly or environmentally friendly fuel, and/or as "clean" or "cleaner" than other fossil fuels, when in reality natural gas contributes to climate change and is harmful to the health of the planet and its people;

c. Deceptively marketing their companies and their products as contributing to solutions to climate change when in reality their investments in clean energy and alternative fuels pale in comparison to their investments in expanding fossil fuel production, and those alternative fuels, such as natural gas, contribute to climate change; and

d. Misleadingly promoting their companies as being in alignment with international goals to reduce carbon emissions and reach net-zero emissions, when in reality they are investing in maintaining and/or expanding their fossil fuel businesses.

FIFTH CAUSE OF ACTION

UNLAWFUL, UNFAIR, OR FRAUDULENT BUSINESS PRACTICES

(Business and Professions Code Section 17200)

(Against All Defendants)

273. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding and following paragraphs as though fully set forth herein.

274. Defendants have engaged in and continue to engage in unlawful, unfair, or fraudulent business acts or practices and unfair, deceptive, untrue, or misleading advertising that constitutes unfair competition as defined in the Unfair Competition Law, Business and Professions Code section 17200 et seq.

275. Defendants committed unlawful acts in violation of the Unfair Competition Law by, among other things:

a. Affirmatively promoting the use of fossil fuels while knowing that fossil fuels would lead to devastating consequences on the climate, and affirmatively misleading the public

and casting doubt on climate science, thereby creating or assisting in the creation of a public nuisance, as alleged in the First Cause of Action;

b. Engaging in conduct that caused or contributed to the pollution, impairment, and destruction of natural resources in violation of Government Code section 12607, as alleged in the Second Cause of Action;

c. Disseminating untrue and misleading statements to the public in violation of Business and Professions Code section 17500, as alleged in the Third Cause of Action;

d. Making misleading environmental marketing claims in violation of Business and Professions Code section 17580.5, as alleged in the Fourth Cause of Action; and

e. Failing to warn consumers of the known risks of fossil fuel use in violation of common law, as alleged in the Sixth and Seventh Causes of Action, which follow and which Plaintiff incorporates by reference herein.

SIXTH CAUSE OF ACTION

STRICT PRODUCTS LIABILITY

(Failure to Warn)

(Against All Fossil Fuel Defendants)

276. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

277. At all relevant times the Fossil Fuel Defendants, and each of them, extracted, refined, formulated, designed, packaged, manufactured, merchandised, advertised, promoted, and/or sold fossil fuel products, which were intended by the Fossil Fuel Defendants to be combusted for energy, refined into petrochemicals, and refined and/or incorporated into petrochemical products including fuels and plastics. The Fossil Fuel Defendants placed these fossil fuel products into the stream of commerce.

278. The Fossil Fuel Defendants, and each of them, heavily marketed, promoted, and advertised fossil fuel products and their derivatives, which were sold or used by their respective affiliates and subsidiaries. The Fossil Fuel Defendants received direct financial benefit from their affiliates' and subsidiaries' sales of fossil fuel products. The Fossil Fuel Defendants' roles as

promoters and marketers were integral to their respective businesses and a necessary factor in bringing fossil fuel products and their derivatives to the consumer market, such that the Fossil Fuel Defendants had control over, and a substantial ability to influence, the manufacturing and distribution processes of their affiliates and subsidiaries.

279. Throughout the times at issue, the Fossil Fuel Defendants individually and collectively knew or should have known that fossil fuel products, whether used as intended or used in a foreseeable manner, release greenhouse gases into the atmosphere, inevitably causing among other things, global warming, heat waves, more frequent and extreme droughts, precipitation events, sea level rise, and the associated consequences of those physical and environmental changes.

280. Throughout the times at issue and continuing today, fossil fuel products presented, and still present, a substantial danger to the State and its people through the climate harms described herein, whether used as intended or used in a reasonably foreseeable manner.

281. Throughout the times at issue, the ordinary consumer would not recognize that the use of fossil fuel products causes global and localized changes in climate, and consequent injuries to California, its communities, and its resources, as described herein.

282. Throughout the times at issue, the Fossil Fuel Defendants individually and in concert widely disseminated false, and misleading marketing materials; cast doubt upon the consensus on climate change within the scientific community at the time; advanced pseudo-scientific theories of their own; and developed public relations campaigns and materials that prevented reasonable consumers from recognizing the risk that fossil fuel products would cause grave climate harms, including those described herein.

283. Notwithstanding the Fossil Fuel Defendants' superior knowledge of the risks posed by their fossil fuel products, the Fossil Fuel Defendants, and each of them, failed to adequately warn customers, consumers, elected officials, and regulators of the known and foreseeable risks of climate change and the consequences that inevitably follow from the normal, intended use of the Fossil Fuel Defendants' fossil fuel products.

284. Any warnings that the Fossil Fuel Defendants might have disseminated were rendered ineffective and inadequate by their false and misleading public statements about the dangers of their fossil fuel products, and their widespread and longstanding efforts to conceal and misrepresent the dangers inherent in the use of their fossil fuel products.

285. Had the Fossil Fuel Defendants provided adequate warnings, their fossil fuel products would not have had widespread acceptance in the marketplace, and alternatives to fossil fuel products would have been developed sooner. In addition, if the Fossil Fuel Defendants had adequately warned of the adverse impacts to public health and the environment caused by the ordinary and foreseeable use of their fossil fuel products, the State and its residents would have taken measures to avoid or lessen those impacts in California.

286. The Fossil Fuel Defendants' acts and omissions as alleged herein are indivisible causes of the State's injuries as alleged herein.

287. The Fossil Fuel Defendants' wrongful conduct was oppressive, malicious, and fraudulent, in that their conduct was willful, intentional, and in conscious disregard for the rights of others. Defendants' conduct was so vile, base, and contemptible that it would be looked down upon and despised by reasonable people, justifying an award of punitive and exemplary damages, in an amount subject to proof.

288. As a direct and proximate result of the Fossil Fuel Defendants' failure to warn, their fossil fuel products caused the State to sustain the injuries and damages set forth in this Complaint, and will cause future injuries and damages to State as set forth in this Complaint, including, without limitation, damage to State property, State infrastructure, and natural resources. The State seeks compensatory damages for these injuries in an amount subject to proof.

SEVENTH CAUSE OF ACTION

NEGLIGENT PRODUCTS LIABILITY

(Failure to Warn)

(Against All Fossil Fuel Defendants)

289. Plaintiff re-alleges and incorporates by reference the allegations in each of the preceding paragraphs as though fully set forth herein.

290. At all relevant times the Fossil Fuel Defendants, and each of them, extracted, refined, formulated, designed, packaged, manufactured, merchandised, advertised, promoted, and/or sold fossil fuel products, which were intended by the Fossil Fuel Defendants to be combusted for energy, refined into petrochemicals, and refined and/or incorporated into petrochemical products including fuels and plastics. The Fossil Fuel Defendants placed these fossil fuel products into the stream of commerce.

291. The Fossil Fuel Defendants, and each of them, heavily marketed, promoted, and advertised fossil fuel products and their derivatives, which were sold or used by their respective affiliates and subsidiaries. The Fossil Fuel Defendants received direct financial benefit from their affiliates' and subsidiaries' sales of fossil fuel products. The Fossil Fuel Defendants' roles as promoters and marketers were integral to their respective businesses and a necessary factor in bringing fossil fuel products and their derivatives to the consumer market, such that the Fossil Fuel Defendants had control over, and a substantial ability to influence, the manufacturing and distribution processes of their affiliates and subsidiaries.

292. Throughout the times at issue, the Fossil Fuel Defendants individually and collectively knew or should have known that fossil fuel products, whether used as intended or in a foreseeable manner, release greenhouse gases into the atmosphere, inevitably causing, among other things, global warming, more frequent and extreme heat waves, more frequent and extreme droughts, injuries to public health, more frequent and extreme precipitation events, sea level rise, and the associated consequences of those physical and environmental changes.

293. Throughout the times at issue and continuing today, fossil fuel products presented and still present a substantial danger to the State and its people through the climate effects described herein, whether used as intended or in a reasonably foreseeable manner.

294. Throughout the times at issue, the ordinary consumer would not recognize that the use of fossil fuel products causes global and localized changes in climate, and consequent injuries to California, its communities, and its resources, as described herein.

295. Throughout the times at issue, the Fossil Fuel Defendants individually and in concert widely disseminated false and misleading marketing materials; cast doubt in the public's mind about the consensus on climate change within the scientific community at the time; advanced pseudo-scientific theories of their own; and developed public relations campaigns and materials that prevented reasonable consumers from recognizing the risk that fossil fuel products would cause grave climate changes, including those described herein.

296. Notwithstanding the Fossil Fuel Defendants' superior knowledge of the risks posed by their fossil fuel products, the Fossil Fuel Defendants, and each of them, failed to adequately warn customers, consumers, elected officials, and regulators, including in California, of the known and foreseeable risks of climate change and the consequences that inevitably follow from the normal, intended use of the Fossil Fuel Defendants' fossil fuel products.

297. Given the grave dangers caused by normal or foreseeable use of fossil fuel products as described herein, a reasonable extractor, refiner, formulator, designer, manufacturer, merchandiser, advertiser, promoter, or seller responsible for introducing fossil fuel products into the stream of commerce, would have warned of those known and inevitable climate effects.

298. Any warnings that the Fossil Fuel Defendants might have disseminated were rendered ineffective and inadequate by their false and misleading public statements about the dangers of their fossil fuel products, and their widespread and longstanding efforts to conceal and misrepresent the dangers inherent in the use of their fossil fuel products.

299. Had the Fossil Fuel Defendants provided adequate warnings, their fossil fuel products would not have had widespread acceptance in the marketplace, and alternatives to fossil fuel products would have been developed sooner. In addition, if the Fossil Fuel Defendants had

adequately warned of the adverse impacts to public health and the environment caused by the ordinary and foreseeable use of their fossil fuel products, the State and its residents would have taken measures to avoid or lessen those impacts in California.

300. The Fossil Fuel Defendants' acts and omissions as alleged herein are indivisible causes of the State's injuries as alleged herein.

301. The Fossil Fuel Defendants' wrongful conduct was oppressive, malicious, and fraudulent, in that their conduct was willful, intentional, and in conscious disregard for the rights of others. Defendants' conduct was so vile, base, and contemptible that it would be looked down upon and despised by reasonable people, justifying an award of punitive and exemplary damages in an amount subject to proof.

302. As a direct and proximate result of the Fossil Fuel Defendants' failure to warn, their fossil fuel products caused the State to sustain the injuries and damages set forth in this Complaint, and will cause future injuries and damages to State as set forth in this Complaint, including, without limitation, damage to State property, State infrastructure, and natural resources. The State seeks compensatory damages for these injuries in an amount subject to proof.

VI. PRAYER FOR RELIEF

WHEREFORE, the State respectfully requests that the Court enter judgment in favor of the State and against Defendants, jointly and severally, as follows:

1. Compelling Defendants to abate the ongoing public nuisance their conduct has created in California, including by establishing and contributing to an abatement fund to pay the costs of such abatement;

2. Granting any and all temporary and permanent equitable relief and imposing such conditions upon the Defendants as are required to protect and/or prevent further pollution, impairment and destruction of the natural resources of California, including the imposition of such conditions upon the Defendants as are required to protect the natural resources of California from pollution, impairment, or destruction, pursuant to Government Code sections 12607 and 12610;

3. Pursuant to Business and Professions Code section 17535, entering all orders necessary to prevent Defendants, along with Defendants' successors, agents, representatives, employees, and all persons who act in concert with Defendants, from making any false or misleading statements in violation of Business and Professions Code section 17500 or 17580.5;

4. Pursuant to Business and Professions Code section 17203, entering all orders necessary to prevent Defendants, along with Defendants' successors, agents, representatives, employees, and all persons who act in concert with Defendants, from engaging in any act or practice that constitutes unfair competition in violation of Business and Professions Code section 17200;

5. Pursuant to Business and Professions Code section 17535, entering all orders or judgments as may be necessary to restore to any person in interest any money or other property that Defendants may have acquired by violations of Business and Professions Code section 17500 or 17580.5;

6. Pursuant to Business and Professions Code section 17203, entering all orders or judgments as may be necessary to restore to any person in interest any money or other property that Defendants may have acquired by violations of Business and Professions Code section 17200;

7. Pursuant to Business and Professions Code section 17536, assessing a civil penalty of two thousand five hundred dollars ($2,500) against Defendants for each violation of Business and Professions Code section 17500, as proved at trial;

8. Pursuant to Business and Professions Code section 17536, assessing a civil penalty of two thousand five hundred dollars ($2,500) against Defendants for each violation of Business and Professions Code section 17580.5, as proved at trial;

9. Pursuant to Business and Professions Code section 17206, assessing a civil penalty of two thousand five hundred dollars ($2,500) against Defendants for each violation of Business and Professions Code section 17200, as proved at trial;

10. Awarding compensatory damages in an amount according to proof;

11. Awarding punitive and exemplary damages in an amount according to proof;

12. Awarding to the Attorney General all costs of investigating and prosecuting the public nuisance cause of action pursuant to Civil Code section 3494 and Government Code section 12607 cause of action, including expert fees, reasonable attorney's fees, and costs in an amount according to proof pursuant to Code of Civil Procedure section 1021.8;

13. Ordering that the State recover its costs of suit, including costs of investigation;

14. Ordering that the State receive all other relief to which it is legally entitled; and

15. Awarding such other relief that the Court deems just, proper, and equitable.

16. Notwithstanding the foregoing, the Counties of San Mateo, Marin, and Santa Cruz, the Cities of Richmond, Imperial Beach, Santa Cruz, Oakland, and the City and County of San Francisco (collectively, Local Entities) have filed pending actions against various fossil fuel industry defendants for creating, contributing to, and/or assisting in the creation of climate change-related harms within their respective jurisdictions (collectively, Pending Local Actions).[149] The geographic areas covered by any claim or theory of recovery asserted by any Local Entity in the Pending Local Actions are excluded from, and not subsumed by, this action, except as to state-owned property and assets, and except as to harms or violations for which the State has exclusive authority to recover damages or obtain injunctive relief. Nothing herein shall be construed as abrogating the State's jurisdiction, duties, or obligations as a trustee of state resources, or permitting and regulatory authority under existing law over lands located within or outside the Local Entities' geographic limits.

[149] The Pending Local Actions are as follows: *People of the State of California & County of San Mateo v. Chevron et al.* (San Mateo Super. Ct., No. 17-CIV-03222); *People of the State of California & County of Marin v. Chevron et al.* (Marin Super. Ct., No. CIV1702586); *People of the State of California & City of Imperial Beach v. Chevron et al.* (Contra Costa Super. Ct., No. MSC17-01227); *People of the State of California & City of Santa Cruz v. Chevron et al.* (Santa Cruz Super. Ct., No. 17CV03243); *People of the State of California & County of Santa Cruz v. Chevron et al.* (Santa Cruz Super. Ct., No. 17CV03242); *People of the State of California & City of Richmond v. Chevron et al.* (Contra Costa Super. Ct., No. MSC18-00055); *People of the State of California by and through the City Attorney for the City and County of San Francisco & City and County of San Francisco v. BP et al.* (S.F. Super. Ct., No. CGC-17-561370); and *People of the State of California by and through the City Attorney for the City of Oakland & City of Oakland v. BP et al.* (Alameda Super. Ct., No. RG17875889).

VII. REQUEST FOR JURY TRIAL

Plaintiff respectfully requests that all issues presented by the above Complaint be tried by a jury, with the exception of those issues that, by law, must be tried before the Court.

Dated: September 15, 2023

Respectfully submitted,

ROB BONTA
Attorney General of California
EDWARD H. OCHOA
Senior Assistant Attorney General
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

/s/ Heather M. Lewis
HEATHER M. LEWIS
ERIN GANAHL
MARI MAYEDA
BRIAN CALAVAN
KATE HAMMOND
Deputy Attorneys General
Attorneys for Plaintiff
People of the State of California ex rel.
Rob Bonta, Attorney General of California

Exhibit 3

SCO ID: 0820-230279U

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-0279U	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Justice

CONTRACTOR NAME
Lieff, Cabraser, Heimann & Bernstein, LLP

2. The term of this Agreement is:

START DATE
September 5, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions (04/2017)	1
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	1
Exhibit F	Contractor's Resume	38
	Case Name: People ex. rel. Bonta v. Exxon Mobil Corp., et. al. Docket Number: 00003 430 OK2023302311 DAG: Mari Mayeda	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Lieff, Cabraser, Heimann & Bernstein, LLP

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
275 Battery Street, STE 2900	San Francisco	CA	94111

PRINTED NAME OF PERSON SIGNING	TITLE
Robert J. Nelson	Partner

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	10/2/23

SCO ID: 0820-230279U

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-0279U	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Justice

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1300 I Street, 8th Floor	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Patrick Owens	Manager, Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE
Patrick Owens
Digitally signed by Patrick Owens
Date: 2023.10.05 16:07:45 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

APPROVED
OCT 27 2023
RB/BD:vkh
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Justice (DOJ) legal counsel services as described herein:

   Contractor, attorneys with expertise in complex litigation (Tobacco, Opioids, Whistleblower/False Claims Act, and Environmental Litigation), and support staff, will provide outside legal services including, but not limited to, advising the Attorney General's Office (AGO) on legal strategy and objectives; case time management, including ensuring compliance with filing deadlines; advising and assisting the AGO in discovery, including drafting requests and responses and reviewing documents; preparing for, conducting, and defending depositions; coordinating with California state agencies and AGO contract partners to develop evidence and expert testimony; identifying and retaining other experts via subcontract as directed by the AGO; managing experts and reviewing expert reports; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting motions and briefs; and representing the AGO at conferences, settlement negotiations, hearings, and trials.

   Case Name: PEOPLE EX. REL. BONTA V. EXXON MOBIL CORP., ET. AL.
   Docket No.: 00003 430 OK2023302311

2. The project representatives during the term of this agreement will be:

State Agency: **DEPARTMENT OF JUSTICE**	Contractor: **LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP**
Name: **MARI MAYEDA, DAG**	Name: **ROBERT J. NELSON**
Address**: 1515 CLAY STREET**	Address: **275 BATTERY STREET, STE 2900**
City/State/Zip: **OAKLAND, CA 94612**	City/State/Zip: **SAN FRANCISCO, CA 94111**
Phone: **(510) 622-2270**	Phone: **(415) 956-1000**
E-Mail: **MARI.MAYEDA@DOJ.CA.GOV**	E-Mail: **RNELSON@LCHB.COM**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment: For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor **in accordance with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

Budgeted Line Items

	Record Review, Consultation and other Non-Testimony Services, Travel Time, Deposition, Arbitration, and/or Trial Testimony	See Hourly Rates Listed Below
1.	Partners:	
	Cabraser, Elizabeth J.	$**1,241.00**/hour
	Nelson, Robert J.	$**1,105.00**/hour
	Fastiff, Eric B.	$**969.00**/hour
	Hazam, Lexi J.	$**858.50**/hour
	Desai, Nimish R.	$**858.50**/hour
	London, Sarah R.	$**692.75**/hour
	Budner, Kevin R.	$**671.50**/hour
	Dunlavey, Wilson M.	$**552.50**/hour
	Kaufman, Andrew R.	$**633.25**/hour
	Gardner, Melissa A.	$**654.50**/hour
	McBride, Katherine	$**573.75**/hour
	Stoler, Reilly T.	$**603.50**/hour
	Levin-Gesundheit, Michael	$**599.25**/hour
2.	Of Counsel:	
	Arbitblit, Donald C.	$**1,130.50**/hour
	Drachler, Dan	$**969.00**/hour
3.	Associates:	
	Polin, Jacob H.	$**544.00**/hour
	Andrews, Patrick I.	$**544.00**/hour
	Marks, Miriam E.	$**476.00**/hour
	Woods (Nelson), Caitlin M.	$**454.75**/hour
	Mattes, Margaret J.	$**454.75**/hour
	Zandi, Sarah D.	$**425.00**/hour
	Haselkorn, Amelia A.	$**425.00**/hour
	Harwell, Emily N.	$**399.50**/hour
4.	Staff Attorneys	$**446.25**/hour

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5.	Paralegals: Archer, Hazel Chen, Sophia Pratt-McCloud, Kenede Lucas, Maxwell Svec, Marissa McCullough, Ryan Anderson, Corrie Kruger, Erik Troxel, Brian Texier, Richard Schneider, Elizabeth	 $**433.50**/hour $**386.75**/hour $**386.75**/hour $**416.50**/hour $**386.75**/hour $**386.75**/hour $**433.50**/hour $**433.50**/hour $**433.50**/hour $**433.50**/hour $**454.75**/hour
6.	Research: Mukerji, Renee Rudnick, Jennifer Belushko-Barrows, Nikki Carnam, Todd Siddiqi, Nabila	$**454.75**/hour
7.	Litigation Support	$**454.75**/hour
8.	Case-Related Material(s)/Item(s)*	
9.	Case–Related Expenses*	

NOTE: For any services or equipment not listed on this schedule, an amendment must be completed before services can be rendered or equipment added.

***All expenses under this category shall be pre-approved by the assigned DOJ Attorney or other authorized representative prior to Contractor expenditure. See *Case-Related Material(s)/Item(s)* and *Case-Related Expenses* below for specific details.**

Case-Related Material(s)/Item(s): Should the Contractor need to acquire/purchase case-related material(s) or other item(s) for testing purposes, prior written authorization must be obtained from **MARI MAYEDA, DAG or other authorized representative, Division of Public Rights, Environment Section**. The Contractor shall include the expense in an itemized monthly invoice. The invoice shall include itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**. The Contractor further understands that once they have been reimbursed for the case-related material(s) or other item(s) they purchased, the material(s)/item(s) becomes the property of the Department of Justice and must be provided to the Deputy Attorney General or designated Department of Justice employee, upon demand or conclusion of the contract.

Case-Related Expenses: Case-related expenses are unanticipated expenses that include, but are not limited to: copies of documents from the court, color photocopies, and express mail delivery charges. For all case-related expenses not specifically stated herein, the Contractor must contact **MARI MAYEDA, DAG or other authorized representative,**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Case-Related Expenses (Cont.)

Division of Public Rights, Environment Section to ensure the case-related expense(s) is reimbursable and obtain prior written authorization to acquire/purchase. The Contractor shall include the expense in an itemized monthly invoice and shall include all itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**.

Travel and Per Diem (Excluding Travel Time): Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current California Department of Human Resources (CalHR) regulations applicable to State of California non-represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit invoices clearly indicating:

1. Department of Justice as the Customer
2. Company Name and Remittance Mailing Address
3. Agreement Number
4. Agreement Term
5. Invoice Number
6. Invoicing Period
7. Itemized List of Services and Rates
8. Any Applicable Federal and/or State Registration Numbers, Region Codes, etc.
9. Reimbursable Expenditures
10. Total Amount Due

Absence of any of the above listed information or inconsistency of information between contracting documents and invoices may result in your invoice being disputed and returned by Contract Administrator, without payment.

For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage.

Submit invoice(s) in arrears to:

DEPARTMENT OF JUSTICE
DIVISION OF PUBLIC RIGHTS, ENVIRONMENT SECTION
Attn: MARI MAYEDA, or other authorized representative
1515 CLAY STREET
OAKLAND, CA 94612
Email Address: MARI.MAYEDA@DOJ.CA.GOV

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Budget Contingency Clause (Cont.)

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made in accordance with the provisions of the California Prompt Payment Act, **Government Code section 927, et seq.** Unless expressly exempt by statute, the Department of Justice will pay the Contractor for services performed to the satisfaction of the Department of Justice, not more than 45 days after receipt by the Department of Justice of a properly submitted undisputed invoice.

Federally Funded Contracts (Applies ONLY to Federally Funded Contracts) All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:

- It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.

- This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the grant fiscal year(s) **N/A** for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.

- The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

- The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources and click on Standard Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions, except as superseded by other terms or provisions of this Agreement.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A to this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Control and Direction The Department of Justice shall at all times maintain control and direction over the scope of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general scope of the work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement.

Right to Terminate The Department of Justice reserves the right to terminate this Agreement when such termination is in the best interest of the Department of Justice. Such termination is subject to written notice to the Contractor.

Termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- Transfer title to the Department of Justice (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department of Justice the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.
- Deliver to the Department of Justice all property and documents of the Department of Justice in the custody of the Contractor.

Contractor may submit a written request to terminate this Agreement only if the Department of Justice should substantially fail to perform its responsibilities as provided herein.

Temporary Inability to Provide Services If Contractor is temporarily unable to provide services, the Department of Justice, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the rate or amount under the Agreement, **and/or terminate this Agreement for cause** (if applicable).

Protection of Confidential Data In accordance with all applicable statutes, rules, and regulations of the United States and the State of California and applicable industry standards and practices, all financial, statistical, personal, technical, and other data and information relating to the Department of Justice's operations which are designated confidential by the Department of Justice and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure and other events as further described herein (such data and information collectively referred to herein as "confidential data"). Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure confidential data from breach (as defined in this Agreement) or security incident as defined in this Agreement), and protect confidential data from hacks, viruses, disabling devices, malware, and other forms of malicious or inadvertent acts. For protection of Criminal Justice Information (CJI), the Contractor must comply with the "California Justice Information Services Division Security Requirements for Research Organizations, Contractor, External Entities & Vendor" requirements (incorporated and made part of this Agreement as if attached hereto). For Non-CJI, the Contractor must comply with the "California Justice Information Services Division Non-Criminal Justice Information Security Requirements for Research Organizations, Contractors, External Entities & Vendors" requirements (incorporated and made part of this Agreement as if attached hereto). If the safeguards employed by the Contractor for the protection of the Contractor's data and information are deemed by the Department of Justice to be adequate for the protection of confidential data, such methods and procedures may be used, with the written consent of the Department of Justice, to carry out the intent of this paragraph. At no time shall any confidential data be accessed, copied, or retained by the Contractor for any purposes other than to perform the services under this Agreement. Unless otherwise set forth in this Agreement, the Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Unless otherwise set forth in this Agreement, confidential data shall only be stored in the Contractor's physical location within the continental United States. Remote access to confidential data from outside the continental United States is prohibited unless approved in advance in writing by the Department.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Breach or Security Incident Related to Confidential Data Contractor shall inform the Department of any breach or security incident related to confidential data immediately upon the Contractor's knowledge of such breach or security incident. Under this Agreement, "breach" means unauthorized access that results in the use, disclosure, destruction, modification, loss, or theft of confidential data; and "security incident" means the potentially unauthorized access to confidential data that could reasonably result in the access, use, disclosure, destruction, modification, loss, or theft of confidential data. A security incident may or may not turn into a breach.

In the event of a breach or security incident, the Contractor shall, within 24 hours of the breach or security incident: identify the nature of the breach or security incident; the confidential data breached or subject to the security incident; the persons or entities that had unauthorized access to the confidential data as a result of the breach or security incident, if known; measures the Contractor has taken or will take to quarantine and mitigate the breach or security incident; and the corrective action the Contractor has taken or will take to prevent a future breach or security incident. Contractor shall cooperate with the Department to investigate and resolve the breach or security incident. The Contractor will provide daily updates, or more frequently if required by the Department, regarding findings and actions performed by the Contractor until the breach or security incident has been effectively resolved to the Department's satisfaction.

After any breach or security incident, the Contractor shall, upon the Department's request and at the Contractor's expense, have an independent, industry-recognized, Department-approved third party perform an information security audit. The audit results shall be shared with the Department within seven (7) days of the Contractor's receipt of such results. The Contractor will provide the Department with written evidence of planned remediation within 30 days of the audit results and promptly modify its security measures in order to meet its obligations under this Agreement. Alternatively, the Department may perform the information security audit.

Contractor shall be responsible for any and all costs due to a breach or security incident resulting from the Contractor's failure to comply with this Agreement or the willful or negligent acts or omissions of its employees, officers, or agents. Examples of costs include costs associated with the investigation and resolution of the breach or security incident; notifications to individuals, regulators, or others as required by law; a credit monitoring service as required law; a website or a toll-free number and call center for affected individuals as required by law; and all corrective actions.

Third Party Requests for Confidential Data Unless otherwise required by law, the Contractor shall contact the Department upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to confidential data, or which in any way might reasonably require access to confidential data. The Contractor shall not respond to subpoenas, service of process, or other legal requests related to the Department or this Agreement without first notifying the Department, unless prohibited by law from providing such notice. Unless otherwise required by law, the Contractor agrees to provide its intended responses to the Department with adequate time for the Department to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the Department unless authorized in writing to do so by the Department. Contractor shall inform the Department of any other inquiries from any other persons or entities before responding to such inquiries.

Copyrights and Rights in Data (Applies ONLY to Custom Software Developed for DOJ and NOT for Commercial Off-The-Shelf, or COTS, Software Licensed to DOJ) The Department of Justice reserves the right to use, to authorize others to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, the activities supported by this Agreement that produce original computer programs, writings, sound recordings, pictorial reproductions, drawings, or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form). The Department of Justice reserves its right to any original materials produced pursuant to this Agreement.

Publications Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify the Department of Justice ninety (90) days in advance of any such intended publication and shall submit twenty (20) copies of the materials to be published. Within sixty (60) days after any such materials have been received by the Department of Justice, the Department of Justice shall submit to the Contractor its comments with respect to the materials intended to be published.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Publications (Cont.)

The Contractor shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of the Department of Justice and shall advise the Department of Justice of its determination within fifteen (15) days after such comments have been received by the Contractor. If the Contractor determines not to incorporate any of the comments of the Department of Justice into the text of the materials, it may publish the materials provided that the initial preface of introduction to these materials as published contain the following:

- A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Department of Justice. The Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use and to authorize others to use these materials."
- The comments of the Department of Justice are full, unabridged, and unedited.

If the Contractor wishes to incorporate some or any of the comments of the Department of Justice in the text of the materials, it shall revise the materials to be published and resubmit them to the Department of Justice which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, the Contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to the Department of Justice and shall advise the Department of Justice of this determination within fifteen (15) days after receipt of the comments of the Department of Justice. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which the Department of Justice has submitted the comments to the Contractor.

If the Department of Justice has not submitted its comments on any materials submitted to it within ninety (90) days after the Department of Justice has received any such materials, the Contractor may proceed to publish the materials in the form in which they have been submitted to the Department of Justice but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

Patents If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the Contractor shall refer the discovery or invention to the Department of Justice. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the Department of Justice, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Department of Justice, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the Department of Justice shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes and invention made in the course of or under this Agreement.

Assignment or Subcontracting It is the policy of the Department of Justice to withhold consent from proposed assignments, subcontractors, or novation when such transfer of responsibility would operate to decrease the Department of Justice's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Department of Justice and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Department of Justice shall be void and shall constitute a breach of this Agreement.

Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Covenant Against Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department of Justice shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disputes Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Department of Justice who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor has fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department of Justice specifying in detail in what particulars the Contractor disagrees with the Department's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment of the Department's decision and the Department of Justice's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

Consultant Services (Applies ONLY to Consultant Services Contracts) The Contractor is advised that the provisions of Public Contract Code sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement. Within sixty (60) days after completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation (PCC 10369). This evaluation shall not be a public record.

Outside Legal Counsel (Applies ONLY to Outside Legal Counsel Contracts) The Contractor shall agree to adhere to legal costs, billing guidelines, litigation plans, and case phasing of activities designated by the Department of Justice. The Contractor shall also submit and adhere to legal budgets as designated by the Department and shall maintain legal malpractice insurance in an amount not less than $1,000,000.00. The Contractor shall also submit to legal bill audits and law firm audits if requested by the Department. The audits may be conducted by employees or designees of the Department of Justice or by legal cost control providers retained by the Department for that purpose. A contractor may be required to submit to a legal cost and utilization review, as determined by the Department.

Conflict with Existing Law The Contractor and the Department of Justice agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Prevailing Wage Rates and Work Hours (Applies ONLY to Moving, Courier, Security and Video Services Contracts) The Contractor shall comply with all the applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the prevailing rates of wages established by the Department of Industrial Relations (Labor Code section 1770 et seq.).

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. General Prevailing Wage Rate Determinations applicable to the project are available and on file with DOJ, which shall be made available to any interested party on request under Labor Code section 1773.2. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: www.dir.ca.gov/DLSR/PWD/Index.htm .

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

After award of the Agreement, and prior to the commencement of work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Labor Code section 1773.2.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Prevailing Wage Rates and Work Hours (Cont.)
It is hereby mutually agreed that the Contractor shall forfeit to the State **$0.00** dollars for each day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, $25 for each worker employed in execution of the contract for each day during which a worker is required or permitted to labor for more than eight hours in any day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810 – 1815, inclusive.

Contractor and any subcontractor shall keep an accurate payroll records in accordance with Labor Code section 1776. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with Labor Code section 1776.

Employee Benefits (Applies ONLY to Janitorial and Security Guard Services Contracts) The Contractor shall comply with Government Code (GC) section 19134, which requires Contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. The benefit rate is published by the California Department of Human Resources (CalHR) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.calhr.ca.gov.

Recycled Product Content (Applies ONLY to Janitorial, Printing and Parts Cleaning Services Contracts) Janitorial contracts must use janitorial supplies containing recycled paper products only. Printing contracts must use recycled paper only, unless the proposed printing job cannot be done on recycled paper. Contracts involving parts cleaning must use recycled solvents. Contractor must agree to certify in writing, upon completion of performance under the agreement, the minimum percentage, or the exact percentage of post-consumer and secondary materials provided, or used in the services provided the Agreement (PCC 12205). This certification must be under penalty of perjury.

Statements of Economic Interest (Applies ONLY to Personal Service Contracts) Under the Political Reform Act of 1974 (California Government Code Section 81000 et seq.) and the Department of Justice Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this Agreement may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under this Agreement, annually during the term of the Agreement, and within thirty (30) days after the expiration of the Agreement. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.

Disabled Veteran Business Enterprise (DVBE) Program (Applies ONLY to contracts when DVBE participation is mandatory or when a DVBE incentive for DVBE participation was used to award the contract)

(a) Participation

Pursuant to Military and Veterans Code section 999.5, subdivision (g), after being awarded the Agreement, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid or proposal to the state unless a substitution is requested and approved. The Contractor shall request the substitution in writing to the Department of Justice and receive approval from both the Department of Justice and the Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution shall additionally comply with regulations adopted by the Department of General Services.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disabled Veteran Business Enterprise (DVBE) Program (Cont.)

(b) Certification

The Contractor made a commitment to achieve DVBE participation of zero (**0%**) percent. Pursuant to Military and Veterans Code section 999.5, subdivision (d), and Government Code section 14841, upon completion of this Agreement, the Contractor, which entered into a subcontract with a DVBE, shall certify to the Department of Justice all of the following:

(1) The total amount the Contractor received under the Agreement.
(2) The name and address of the DVBE that participated in the performance of the Agreement and the Agreement number.
(3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the Agreement and the amount each DVBE received from the Contractor.
(4) That all payments under the Agreement have been made to the DVBE. Upon request by the Department of Justice, the Contractor shall provide proof of payment for the work.

(c) Payment Withhold (Applies ONLY to Contracts entered into on or after January 1, 2021)

Pursuant to Military and Veterans Code section 999.7, the Department of Justice shall withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Contractor complies with the certification requirements of Military and Veterans Code section 999.5, subdivision (d). If the Contractor fails to comply with the certification requirement, the Contractor shall, after notice, be allowed to cure the defect. If, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the Department of Justice shall permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

Apprentices Special attention is directed to Labor Code sections 1777.5, 1777.6, 1777.7, and 3070 - 3100 and Title 8 of the California Code of Regulations. Contractor and any subcontractor must, prior to commencement of this Agreement, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the Contractor and subcontractor.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. Contractor and any subcontractor must comply with the requirements of Labor Code section 1777.5 and any related regulations regarding the employment of registered apprentices.

Target Area Contract Preference Act (Applies ONLY if the total amount of this Agreement exceeds $100,000 and the Contractor was awarded this Agreement based on preference under the Target Area Contract Preference Act)

Contractor agrees to comply with the Target Area Contract Preference Act (TACPA) under Government Code section 4530 et seq. and implementing regulations under California Code of Regulations, title 2, section 1896.30 et seq. Contractor agrees that the Department of Justice, or its delegee, will have the right to inspect the Contractor's facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of this Agreement or compliance with the requirements of TACPA and implementing regulations. Contractor further agrees that such records shall be maintained for a period of three (3) years after final payment under this Agreement or until any dispute with the Department of Justice arising from the Agreement is finally resolved, whichever period is longer.

Contractor agrees, with respect to any certification submitted to the Department of Justice regarding its hiring of persons with high risk of unemployment, to:

(1) Act in good faith for the purpose of maintaining such persons as employees for the duration of performance under this Agreement;

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Target Area Contract Preference Act (Cont.)

(2) To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and

(3) To promptly report to the Department of Justice and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. Contractor agrees under such circumstances to promptly consult with the Department of Justice and the Employment Development Department with respect to replacement of such persons.

Antitrust Claims and Employment of Undocumented Immigrants No State agency or department, as defined in Public Contract Code section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants (Public Contract Code section 6101).

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants.

Health and Safety Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

Executive Order N-6-22 Economic Sanctions Against Russia On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED. CONTRACTOR MAY NOT COMMENCE PERFORMANCE UNTIL SUCH APPROVAL HAS BEEN OBTAINED AND ANY COMMENCEMENT OF PERFORMANCE PRIOR TO AGREEMENT APPROVAL SHALL BE DONE AT THE CONTRACTOR'S OWN RISK.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Failure to Perform In the event the Contractor is unable to perform the services contracted for as to quality, quantity, or for any other reason violates the specifications set forth in this Agreement, such action shall constitute cause to null and void this Agreement.

It is understood and agreed that DOJ reserves the right to obtain at its discretion the contracted services outside of the terms of this Agreement.

Penalty Schedule In the event the Contractor, or its subcontractor fails to provide services within the time period designated, damage will be sustained by the Department. Therefore, the parties agree that the Contractor will pay to the Department the actual cost incurred as the result of using another Contractor plus a late fee of **$100.00** per occurrence.

Such penalties will be deduced by DOJ from amounts owed by DOJ to the Contractor.

A repetition of late response time will be considered a failure to perform and will be considered cause for the Department to terminate this Agreement.

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME		2. FEDERAL I.D. NUMBER
Lieff, Cabraser, Heimann & Bernstein, LLP		94-2262492
3. AGENCY TRANSMITTING AGREEMENT	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE
DEPARTMENT OF JUSTICE	PRD/ENV-Oakland	043-432
6a. CONTRACT ANALYST NAME	6b. EMAIL	6c. PHONE NUMBER
Christina Galvan	christina.galvan@doj.ca.gov	(916) 210-6432

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☑ No ☐ Yes *(If Yes, enter prior Contractor Name and Agreement Number)*

PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES

This is a contract for the services of an outside counsel.

Case Name: People ex. rel. Bonta v. Exxon Mobil Corp., et. al.
Docket No.: 00003 430 OK2023302311
DAG: Mari Mayeda

9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Contractor, attorneys with an expertise in complex litigation (Tobacco, Opioids, Whistleblower/False Claims Act, and Environmental Litigation), and support staff, will provide outside legal services including, but not limited to, advising the Attorney General's Office (AGO) on legal strategy and objectives; case time management, including ensuring compliance with filing deadlines; advising and assisting the AGO in discovery, including drafting requests and responses and reviewing documents; preparing for, conducting, and defending depositions; coordinating with California state agencies and AGO contract partners to develop evidence and expert testimony; identifying and retaining other experts via subcontract as directed by the AGO; managing experts and reviewing expert reports; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting motions and briefs; and representing the AGO at conferences, settlement negotiations, hearings, and trials.

10. PAYMENT TERMS *(More than one may apply)*

☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed
☐ Reimbursement / Revenue _____ or _____ %
☑ Other *(Explain)* See attached Budgeted Line Items which is and incorporated as Exhibit B to the Standard Agreement (STD 213).

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General	0820-001-0001	23/24	12	2023	$1,500,000.00

OBJECT CODE	AGREEMENT TOTAL	$1,500,000.00
4150		
OPTIONAL USE Support 432	AMOUNT ENCUMBERED BY THIS DOCUMENT	$1,500,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	$1,500,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME *(Print or Type)*	DATE SIGNED
Digitally signed by Kimberley Nguyen 'Date: 2023.10.06 07:36:49 -07'00	Kimberley Nguyen	10/06/2023

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	09/05/2023	06/30/2024	$1,500,000.00	Exempt - SCM Vol. 1, Sec. 580, A., 7.
Amendment 1				
		TOTAL	$1,500,000.00	

13. BIDDING METHOD USED
☐ Request for Proposal (RFP) *(Attach justification if secondary method is used)* ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB) ☑ Exempt from Bidding *(Give authority for exempt status)* ☐ Sole Source Contract *(Attach STD. 821)*
☑ Other *(Explain)* This Agreement is for outside counsel services for litigation. Exempt per SCM Vol. 1, Sec. 5.80, A., 7.
Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
The contractor's rates are reasonable as compared to other experts with the same qualifications and expertise as the contractor's.

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*
☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
☐ Not Applicable (Interagency / Public Works / Other _____)
☑ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
☑ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 15:54:00 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☑ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☑ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☑ None on file ☐ No ☐ Yes ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. Contractor Certification Clauses ☐ No ☑ Yes ☐ N/A
B. STD 204 Vendor Data Record ☐ No ☑ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED ☐ No ☐ Yes ☑ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
☑ No ☐ Yes
SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) ☑ No *(Explain below)* ☐ Yes _____ % of Agreement
This is a contract for an outside counsel. At present, the list of DVBE resources is extremely limited. Checked DGS's certification list on their website without success in locating a DVBE expert in the needed field. This consultant was chosen based on qualifications and expertise, as well as availability to assist the Department in the subject litigation.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? ☑ No ☐ Yes *(If Yes, provide justification below)*

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 15:54:22 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Contracting out is justified based on Government Code 19130(b)(3) – The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

The contractor will provide outside counsel services in the matter of People ex. rel. Bonta v. Exxon Mobil Corp., et. al., Docket No. 00003 430 OK2023302311. The State of California does not have experts in the field of complex litigation (climate nuisance) available within the civil service system.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 16:02:33 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

PHONE NUMBER	STREET ADDRESS		
(916) 210-7110	Department of Justice - 1300 I Street, 8th Floor		
EMAIL	**CITY**	**STATE**	**ZIP**
Patrick.Owens@doj.ca.gov	Sacramento	CA	95814

Exhibit 4

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE

1515 CLAY STREET, 20TH FLOOR
P.O. BOX 70550
OAKLAND, CA 94612-0550

Public: (510) 879-1300
Telephone: (510) 879-1299
Facsimile: (510) 622-2270
E-Mail: Laura.Zuckerman@doj.ca.gov

September 15, 2023

VIA E-MAIL ONLY

Katherine Regan
Director of Labor Relations, CASE
1231 I Street, Suite 300
Sacramento, CA 95814
Kregan@calattorneys.org

RE: Employment of Outside Counsel in *People of the State of California ex rel. Rob Bonta, Attorney General of California v. Exxon Mobil Corporation et al*.

Dear Ms. Regan:

The Attorney General has determined, pursuant to Government Code section 12520, subdivision (b), that his office needs to employ outside counsel to assist it in conducting a major and important piece of litigation, *People of the State of California ex rel. Rob Bonta, Attorney General of California v. Exxon Mobil Corporation et al.* (the Lawsuit). This letter will serve as the notification to the Designated Representative of State Employees Bargaining Unit 2 required by Government Code section 11045, subdivision (a)(3).

The complaint in the Lawsuit contains seven causes of action[1] against five major oil and gas companies. The complaint alleges that defendants created a public nuisance by falsely and/or misleadingly promoting fossil fuel use while knowing that fossil fuel combustion would cause climate change. The case additionally alleges violations of numerous laws including Government Code section 12607 and Business and Professions Code sections 17200, 17500 and 17580.5. The Lawsuit seeks to hold defendants accountable for the substantial climate-related harms sustained by California, and seeks remedies including abatement, injunctive relief, damages, and penalties. The Lawsuit will be one of the largest, most high-profile, and most significant cases the Department of Justice has ever litigated, affecting the whole of California and its residents, and it involves multiple extremely well-resourced defendants.

[1] These causes of action include the following: (1) public nuisance; (2) damage to natural resources; (3) untrue or misleading advertising; (4) misleading environmental marketing; (5) unlawful, unfair, and fraudulent business practices, (6) strict products liability – failure to warn; and (7) negligent products liability – failure to warn.

Absent employment of outside counsel, the case would have to be staffed entirely from within the Department of Justice. Given the number of vacant attorney positions within the Department of Justice and the complexity, urgency, and magnitude of the case, this would not be feasible within the necessary time frame. Because we expect the named defendants to aggressively litigate this action from the outset, it is imperative that the litigation be adequately staffed immediately. The law firm contractor, Lieff Cabraser Heimann & Bernstein LLP (Lieff Cabraser), which will serve as co-counsel in the lawsuit and in any necessary federal court remand proceedings, is an expert in complex litigation, and has litigated similar cases involving many of the same tort and consumer protection causes of action in large, attorney-intensive, and hard-fought lawsuits against well-resourced and sophisticated defendants. Lieff Cabraser will draw on that experience in representing the People of the State of California, and will provide our office with critical support not otherwise available. Entry into this contract is therefore justified by Government Code section 19130, subdivisions (b)(3), (b)(5), and (b)(10).

Lieff Cabraser's services may include the following: advising on legal strategy and objectives; advising and assisting in discovery; coordinating with California state agencies and Department of Justice contract partners to develop evidence and expert testimony; identifying, retaining, and managing experts; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting substantive motions and briefs; and appearing at conferences, settlement negotiations, hearings, and trials. The contract term is September 5, 2023, to June 30, 2024. Estimated hourly wages to be paid under the contract range from $386.85 to $1,241.00.

A copy of the complaint will be forthcoming once it has been accepted by the court for filing.

Sincerely,

Laura J. Zuckerman

LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

For ROB BONTA
Attorney General

OK2023302311

Exhibit 5

From: Laura Zuckerman
To: Katherine Regan
Cc: Jeff Keil; Ed Ochoa
Subject: DOJ Approved Contract: #23-0279U - Lieff, Cabraser, Heimann & Bernstein, LLP
Date: Monday, December 18, 2023 2:24:00 PM
Attachments: 23-0279U_WH_Program Copy.pdf

Ms. Regan,

Please see attached. Sorry for the delay.

Regards,

Laura J. Zuckerman
Supervising Deputy Attorney General | Environment Section
Office of the Attorney General | California Department of Justice
Tel.: 510-879-1299 | Fax: (510) 622-2270
Email: Laura.Zuckerman@doj.ca.gov

SCO ID: 0820-230279U

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-0279U	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Justice

CONTRACTOR NAME
Lieff, Cabraser, Heimann & Bernstein, LLP

2. The term of this Agreement is:

START DATE
September 5, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions (04/2017)	1
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	1
Exhibit F	Contractor's Resume	38
	Case Name: People ex. rel. Bonta v. Exxon Mobil Corp., et. al. Docket Number: 00003 430 OK2023302311 DAG: Mari Mayeda	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Lieff, Cabraser, Heimann & Bernstein, LLP

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
275 Battery Street, STE 2900	San Francisco	CA	94111

PRINTED NAME OF PERSON SIGNING	TITLE
Robert J. Nelson	Partner

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	10/2/23

SCO ID: 0820-230279U

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-0279U	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Justice

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1300 I Street, 8th Floor	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Patrick Owens	Manager, Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE
Patrick Owens
Digitally signed by Patrick Owens
Date: 2023.10.05 16:07:45 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

APPROVED
OCT 27 2023
RB/BD:vkh
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Justice (DOJ) legal counsel services as described herein:

   Contractor, attorneys with expertise in complex litigation (Tobacco, Opioids, Whistleblower/False Claims Act, and Environmental Litigation), and support staff, will provide outside legal services including, but not limited to, advising the Attorney General's Office (AGO) on legal strategy and objectives; case time management, including ensuring compliance with filing deadlines; advising and assisting the AGO in discovery, including drafting requests and responses and reviewing documents; preparing for, conducting, and defending depositions; coordinating with California state agencies and AGO contract partners to develop evidence and expert testimony; identifying and retaining other experts via subcontract as directed by the AGO; managing experts and reviewing expert reports; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting motions and briefs; and representing the AGO at conferences, settlement negotiations, hearings, and trials.

   Case Name: PEOPLE EX. REL. BONTA V. EXXON MOBIL CORP., ET. AL.
   Docket No.: 00003 430 OK2023302311

2. The project representatives during the term of this agreement will be:

State Agency: **DEPARTMENT OF JUSTICE**	Contractor: **LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP**
Name: **MARI MAYEDA, DAG**	Name: **ROBERT J. NELSON**
Address**: 1515 CLAY STREET**	Address: **275 BATTERY STREET, STE 2900**
City/State/Zip: **OAKLAND, CA 94612**	City/State/Zip: **SAN FRANCISCO, CA 94111**
Phone: **(510) 622-2270**	Phone: **(415) 956-1000**
E-Mail: **MARI.MAYEDA@DOJ.CA.GOV**	E-Mail: **RNELSON@LCHB.COM**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment: For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor **in accordance with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

Budgeted Line Items

	Record Review, Consultation and other Non-Testimony Services, Travel Time, Deposition, Arbitration, and/or Trial Testimony	See Hourly Rates Listed Below
1.	Partners:	
	Cabraser, Elizabeth J.	$**1,241.00**/hour
	Nelson, Robert J.	$**1,105.00**/hour
	Fastiff, Eric B.	$**969.00**/hour
	Hazam, Lexi J.	$**858.50**/hour
	Desai, Nimish R.	$**858.50**/hour
	London, Sarah R.	$**692.75**/hour
	Budner, Kevin R.	$**671.50**/hour
	Dunlavey, Wilson M.	$**552.50**/hour
	Kaufman, Andrew R.	$**633.25**/hour
	Gardner, Melissa A.	$**654.50**/hour
	McBride, Katherine	$**573.75**/hour
	Stoler, Reilly T.	$**603.50**/hour
	Levin-Gesundheit, Michael	$**599.25**/hour
2.	Of Counsel:	
	Arbitblit, Donald C.	$**1,130.50**/hour
	Drachler, Dan	$**969.00**/hour
3.	Associates:	
	Polin, Jacob H.	$**544.00**/hour
	Andrews, Patrick I.	$**544.00**/hour
	Marks, Miriam E.	$**476.00**/hour
	Woods (Nelson), Caitlin M.	$**454.75**/hour
	Mattes, Margaret J.	$**454.75**/hour
	Zandi, Sarah D.	$**425.00**/hour
	Haselkorn, Amelia A.	$**425.00**/hour
	Harwell, Emily N.	$**399.50**/hour
4.	Staff Attorneys	$**446.25**/hour

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5.	Paralegals: Archer, Hazel Chen, Sophia Pratt-McCloud, Kenede Lucas, Maxwell Svec, Marissa McCullough, Ryan Anderson, Corrie Kruger, Erik Troxel, Brian Texier, Richard Schneider, Elizabeth	 $**433.50**/hour $**386.75**/hour $**386.75**/hour $**416.50**/hour $**386.75**/hour $**386.75**/hour $**433.50**/hour $**433.50**/hour $**433.50**/hour $**433.50**/hour $**454.75**/hour
6.	Research: Mukerji, Renee Rudnick, Jennifer Belushko-Barrows, Nikki Carnam, Todd Siddiqi, Nabila	$**454.75**/hour
7.	Litigation Support	$**454.75**/hour
8.	Case-Related Material(s)/Item(s)*	
9.	Case–Related Expenses*	

NOTE: For any services or equipment not listed on this schedule, an amendment must be completed before services can be rendered or equipment added.

***All expenses under this category shall be pre-approved by the assigned DOJ Attorney or other authorized representative prior to Contractor expenditure. See *Case-Related Material(s)/Item(s)* and *Case-Related Expenses* below for specific details.**

Case-Related Material(s)/Item(s): Should the Contractor need to acquire/purchase case-related material(s) or other item(s) for testing purposes, prior written authorization must be obtained from **MARI MAYEDA, DAG or other authorized representative, Division of Public Rights, Environment Section**. The Contractor shall include the expense in an itemized monthly invoice. The invoice shall include itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**. The Contractor further understands that once they have been reimbursed for the case-related material(s) or other item(s) they purchased, the material(s)/item(s) becomes the property of the Department of Justice and must be provided to the Deputy Attorney General or designated Department of Justice employee, upon demand or conclusion of the contract.

Case-Related Expenses: Case-related expenses are unanticipated expenses that include, but are not limited to: copies of documents from the court, color photocopies, and express mail delivery charges. For all case-related expenses not specifically stated herein, the Contractor must contact **MARI MAYEDA, DAG or other authorized representative,**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Case-Related Expenses (Cont.)

Division of Public Rights, Environment Section to ensure the case-related expense(s) is reimbursable and obtain prior written authorization to acquire/purchase. The Contractor shall include the expense in an itemized monthly invoice and shall include all itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**.

Travel and Per Diem (Excluding Travel Time): Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current California Department of Human Resources (CalHR) regulations applicable to State of California non-represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit invoices clearly indicating:

1. Department of Justice as the Customer
2. Company Name and Remittance Mailing Address
3. Agreement Number
4. Agreement Term
5. Invoice Number
6. Invoicing Period
7. Itemized List of Services and Rates
8. Any Applicable Federal and/or State Registration Numbers, Region Codes, etc.
9. Reimbursable Expenditures
10. Total Amount Due

Absence of any of the above listed information or inconsistency of information between contracting documents and invoices may result in your invoice being disputed and returned by Contract Administrator, without payment.

For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage.

Submit invoice(s) in arrears to:

DEPARTMENT OF JUSTICE
DIVISION OF PUBLIC RIGHTS, ENVIRONMENT SECTION
Attn: MARI MAYEDA, or other authorized representative
1515 CLAY STREET
OAKLAND, CA 94612
Email Address: MARI.MAYEDA@DOJ.CA.GOV

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Budget Contingency Clause (Cont.)

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made in accordance with the provisions of the California Prompt Payment Act, **Government Code section 927, et seq.** Unless expressly exempt by statute, the Department of Justice will pay the Contractor for services performed to the satisfaction of the Department of Justice, not more than 45 days after receipt by the Department of Justice of a properly submitted undisputed invoice.

Federally Funded Contracts (Applies ONLY to Federally Funded Contracts) All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:

- It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.

- This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the grant fiscal year(s) **N/A** for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.

- The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

- The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources and click on Standard Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions, except as superseded by other terms or provisions of this Agreement.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A to this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Control and Direction The Department of Justice shall at all times maintain control and direction over the scope of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general scope of the work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement.

Right to Terminate The Department of Justice reserves the right to terminate this Agreement when such termination is in the best interest of the Department of Justice. Such termination is subject to written notice to the Contractor.

Termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- Transfer title to the Department of Justice (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department of Justice the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.
- Deliver to the Department of Justice all property and documents of the Department of Justice in the custody of the Contractor.

Contractor may submit a written request to terminate this Agreement only if the Department of Justice should substantially fail to perform its responsibilities as provided herein.

Temporary Inability to Provide Services If Contractor is temporarily unable to provide services, the Department of Justice, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the rate or amount under the Agreement, **and/or terminate this Agreement for cause** (if applicable).

Protection of Confidential Data In accordance with all applicable statutes, rules, and regulations of the United States and the State of California and applicable industry standards and practices, all financial, statistical, personal, technical, and other data and information relating to the Department of Justice's operations which are designated confidential by the Department of Justice and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure and other events as further described herein (such data and information collectively referred to herein as "confidential data"). Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure confidential data from breach (as defined in this Agreement) or security incident as defined in this Agreement), and protect confidential data from hacks, viruses, disabling devices, malware, and other forms of malicious or inadvertent acts. For protection of Criminal Justice Information (CJI), the Contractor must comply with the "California Justice Information Services Division Security Requirements for Research Organizations, Contractor, External Entities & Vendor" requirements (incorporated and made part of this Agreement as if attached hereto). For Non-CJI, the Contractor must comply with the "California Justice Information Services Division Non-Criminal Justice Information Security Requirements for Research Organizations, Contractors, External Entities & Vendors" requirements (incorporated and made part of this Agreement as if attached hereto). If the safeguards employed by the Contractor for the protection of the Contractor's data and information are deemed by the Department of Justice to be adequate for the protection of confidential data, such methods and procedures may be used, with the written consent of the Department of Justice, to carry out the intent of this paragraph. At no time shall any confidential data be accessed, copied, or retained by the Contractor for any purposes other than to perform the services under this Agreement. Unless otherwise set forth in this Agreement, the Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Unless otherwise set forth in this Agreement, confidential data shall only be stored in the Contractor's physical location within the continental United States. Remote access to confidential data from outside the continental United States is prohibited unless approved in advance in writing by the Department.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Breach or Security Incident Related to Confidential Data Contractor shall inform the Department of any breach or security incident related to confidential data immediately upon the Contractor's knowledge of such breach or security incident. Under this Agreement, "breach" means unauthorized access that results in the use, disclosure, destruction, modification, loss, or theft of confidential data; and "security incident" means the potentially unauthorized access to confidential data that could reasonably result in the access, use, disclosure, destruction, modification, loss, or theft of confidential data. A security incident may or may not turn into a breach.

In the event of a breach or security incident, the Contractor shall, within 24 hours of the breach or security incident: identify the nature of the breach or security incident; the confidential data breached or subject to the security incident; the persons or entities that had unauthorized access to the confidential data as a result of the breach or security incident, if known; measures the Contractor has taken or will take to quarantine and mitigate the breach or security incident; and the corrective action the Contractor has taken or will take to prevent a future breach or security incident. Contractor shall cooperate with the Department to investigate and resolve the breach or security incident. The Contractor will provide daily updates, or more frequently if required by the Department, regarding findings and actions performed by the Contractor until the breach or security incident has been effectively resolved to the Department's satisfaction.

After any breach or security incident, the Contractor shall, upon the Department's request and at the Contractor's expense, have an independent, industry-recognized, Department-approved third party perform an information security audit. The audit results shall be shared with the Department within seven (7) days of the Contractor's receipt of such results. The Contractor will provide the Department with written evidence of planned remediation within 30 days of the audit results and promptly modify its security measures in order to meet its obligations under this Agreement. Alternatively, the Department may perform the information security audit.

Contractor shall be responsible for any and all costs due to a breach or security incident resulting from the Contractor's failure to comply with this Agreement or the willful or negligent acts or omissions of its employees, officers, or agents. Examples of costs include costs associated with the investigation and resolution of the breach or security incident; notifications to individuals, regulators, or others as required by law; a credit monitoring service as required law; a website or a toll-free number and call center for affected individuals as required by law; and all corrective actions.

Third Party Requests for Confidential Data Unless otherwise required by law, the Contractor shall contact the Department upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to confidential data, or which in any way might reasonably require access to confidential data. The Contractor shall not respond to subpoenas, service of process, or other legal requests related to the Department or this Agreement without first notifying the Department, unless prohibited by law from providing such notice. Unless otherwise required by law, the Contractor agrees to provide its intended responses to the Department with adequate time for the Department to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the Department unless authorized in writing to do so by the Department. Contractor shall inform the Department of any other inquiries from any other persons or entities before responding to such inquiries.

Copyrights and Rights in Data (Applies ONLY to Custom Software Developed for DOJ and NOT for Commercial Off-The-Shelf, or COTS, Software Licensed to DOJ) The Department of Justice reserves the right to use, to authorize others to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, the activities supported by this Agreement that produce original computer programs, writings, sound recordings, pictorial reproductions, drawings, or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form). The Department of Justice reserves its right to any original materials produced pursuant to this Agreement.

Publications Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify the Department of Justice ninety (90) days in advance of any such intended publication and shall submit twenty (20) copies of the materials to be published. Within sixty (60) days after any such materials have been received by the Department of Justice, the Department of Justice shall submit to the Contractor its comments with respect to the materials intended to be published.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Publications (Cont.)

The Contractor shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of the Department of Justice and shall advise the Department of Justice of its determination within fifteen (15) days after such comments have been received by the Contractor. If the Contractor determines not to incorporate any of the comments of the Department of Justice into the text of the materials, it may publish the materials provided that the initial preface of introduction to these materials as published contain the following:

- A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Department of Justice. The Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use and to authorize others to use these materials."
- The comments of the Department of Justice are full, unabridged, and unedited.

If the Contractor wishes to incorporate some or any of the comments of the Department of Justice in the text of the materials, it shall revise the materials to be published and resubmit them to the Department of Justice which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, the Contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to the Department of Justice and shall advise the Department of Justice of this determination within fifteen (15) days after receipt of the comments of the Department of Justice. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which the Department of Justice has submitted the comments to the Contractor.

If the Department of Justice has not submitted its comments on any materials submitted to it within ninety (90) days after the Department of Justice has received any such materials, the Contractor may proceed to publish the materials in the form in which they have been submitted to the Department of Justice but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

Patents If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the Contractor shall refer the discovery or invention to the Department of Justice. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the Department of Justice, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Department of Justice, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the Department of Justice shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes and invention made in the course of or under this Agreement.

Assignment or Subcontracting It is the policy of the Department of Justice to withhold consent from proposed assignments, subcontractors, or novation when such transfer of responsibility would operate to decrease the Department of Justice's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Department of Justice and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Department of Justice shall be void and shall constitute a breach of this Agreement.

Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Covenant Against Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department of Justice shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disputes Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Department of Justice who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor has fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department of Justice specifying in detail in what particulars the Contractor disagrees with the Department's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment of the Department's decision and the Department of Justice's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

Consultant Services (Applies ONLY to Consultant Services Contracts) The Contractor is advised that the provisions of Public Contract Code sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement. Within sixty (60) days after completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation (PCC 10369). This evaluation shall not be a public record.

Outside Legal Counsel (Applies ONLY to Outside Legal Counsel Contracts) The Contractor shall agree to adhere to legal costs, billing guidelines, litigation plans, and case phasing of activities designated by the Department of Justice. The Contractor shall also submit and adhere to legal budgets as designated by the Department and shall maintain legal malpractice insurance in an amount not less than $1,000,000.00. The Contractor shall also submit to legal bill audits and law firm audits if requested by the Department. The audits may be conducted by employees or designees of the Department of Justice or by legal cost control providers retained by the Department for that purpose. A contractor may be required to submit to a legal cost and utilization review, as determined by the Department.

Conflict with Existing Law The Contractor and the Department of Justice agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Prevailing Wage Rates and Work Hours (Applies ONLY to Moving, Courier, Security and Video Services Contracts) The Contractor shall comply with all the applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the prevailing rates of wages established by the Department of Industrial Relations (Labor Code section 1770 et seq.).

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. General Prevailing Wage Rate Determinations applicable to the project are available and on file with DOJ, which shall be made available to any interested party on request under Labor Code section 1773.2. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: www.dir.ca.gov/DLSR/PWD/Index.htm .

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

After award of the Agreement, and prior to the commencement of work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Labor Code section 1773.2.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Prevailing Wage Rates and Work Hours (Cont.)
It is hereby mutually agreed that the Contractor shall forfeit to the State **$0.00** dollars for each day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, $25 for each worker employed in execution of the contract for each day during which a worker is required or permitted to labor for more than eight hours in any day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810 – 1815, inclusive.

Contractor and any subcontractor shall keep an accurate payroll records in accordance with Labor Code section 1776. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with Labor Code section 1776.

Employee Benefits (Applies ONLY to Janitorial and Security Guard Services Contracts) The Contractor shall comply with Government Code (GC) section 19134, which requires Contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. The benefit rate is published by the California Department of Human Resources (CalHR) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.calhr.ca.gov.

Recycled Product Content (Applies ONLY to Janitorial, Printing and Parts Cleaning Services Contracts) Janitorial contracts must use janitorial supplies containing recycled paper products only. Printing contracts must use recycled paper only, unless the proposed printing job cannot be done on recycled paper. Contracts involving parts cleaning must use recycled solvents. Contractor must agree to certify in writing, upon completion of performance under the agreement, the minimum percentage, or the exact percentage of post-consumer and secondary materials provided, or used in the services provided the Agreement (PCC 12205). This certification must be under penalty of perjury.

Statements of Economic Interest (Applies ONLY to Personal Service Contracts) Under the Political Reform Act of 1974 (California Government Code Section 81000 et seq.) and the Department of Justice Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this Agreement may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under this Agreement, annually during the term of the Agreement, and within thirty (30) days after the expiration of the Agreement. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.

Disabled Veteran Business Enterprise (DVBE) Program (Applies ONLY to contracts when DVBE participation is mandatory or when a DVBE incentive for DVBE participation was used to award the contract)

(a) Participation

Pursuant to Military and Veterans Code section 999.5, subdivision (g), after being awarded the Agreement, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid or proposal to the state unless a substitution is requested and approved. The Contractor shall request the substitution in writing to the Department of Justice and receive approval from both the Department of Justice and the Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution shall additionally comply with regulations adopted by the Department of General Services.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disabled Veteran Business Enterprise (DVBE) Program (Cont.)

(b) Certification

The Contractor made a commitment to achieve DVBE participation of zero (**0%**) percent. Pursuant to Military and Veterans Code section 999.5, subdivision (d), and Government Code section 14841, upon completion of this Agreement, the Contractor, which entered into a subcontract with a DVBE, shall certify to the Department of Justice all of the following:

(1) The total amount the Contractor received under the Agreement.
(2) The name and address of the DVBE that participated in the performance of the Agreement and the Agreement number.
(3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the Agreement and the amount each DVBE received from the Contractor.
(4) That all payments under the Agreement have been made to the DVBE. Upon request by the Department of Justice, the Contractor shall provide proof of payment for the work.

(c) Payment Withhold (Applies ONLY to Contracts entered into on or after January 1, 2021)

Pursuant to Military and Veterans Code section 999.7, the Department of Justice shall withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Contractor complies with the certification requirements of Military and Veterans Code section 999.5, subdivision (d). If the Contractor fails to comply with the certification requirement, the Contractor shall, after notice, be allowed to cure the defect. If, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the Department of Justice shall permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

Apprentices Special attention is directed to Labor Code sections 1777.5, 1777.6, 1777.7, and 3070 - 3100 and Title 8 of the California Code of Regulations. Contractor and any subcontractor must, prior to commencement of this Agreement, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the Contractor and subcontractor.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. Contractor and any subcontractor must comply with the requirements of Labor Code section 1777.5 and any related regulations regarding the employment of registered apprentices.

Target Area Contract Preference Act (Applies ONLY if the total amount of this Agreement exceeds $100,000 and the Contractor was awarded this Agreement based on preference under the Target Area Contract Preference Act)

Contractor agrees to comply with the Target Area Contract Preference Act (TACPA) under Government Code section 4530 et seq. and implementing regulations under California Code of Regulations, title 2, section 1896.30 et seq. Contractor agrees that the Department of Justice, or its delegee, will have the right to inspect the Contractor's facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of this Agreement or compliance with the requirements of TACPA and implementing regulations. Contractor further agrees that such records shall be maintained for a period of three (3) years after final payment under this Agreement or until any dispute with the Department of Justice arising from the Agreement is finally resolved, whichever period is longer.

Contractor agrees, with respect to any certification submitted to the Department of Justice regarding its hiring of persons with high risk of unemployment, to:

(1) Act in good faith for the purpose of maintaining such persons as employees for the duration of performance under this Agreement;

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Target Area Contract Preference Act (Cont.)

(2) To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and

(3) To promptly report to the Department of Justice and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. Contractor agrees under such circumstances to promptly consult with the Department of Justice and the Employment Development Department with respect to replacement of such persons.

Antitrust Claims and Employment of Undocumented Immigrants No State agency or department, as defined in Public Contract Code section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants (Public Contract Code section 6101).

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants.

Health and Safety Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

Executive Order N-6-22 Economic Sanctions Against Russia On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED. CONTRACTOR MAY NOT COMMENCE PERFORMANCE UNTIL SUCH APPROVAL HAS BEEN OBTAINED AND ANY COMMENCEMENT OF PERFORMANCE PRIOR TO AGREEMENT APPROVAL SHALL BE DONE AT THE CONTRACTOR'S OWN RISK.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Failure to Perform In the event the Contractor is unable to perform the services contracted for as to quality, quantity, or for any other reason violates the specifications set forth in this Agreement, such action shall constitute cause to null and void this Agreement.

It is understood and agreed that DOJ reserves the right to obtain at its discretion the contracted services outside of the terms of this Agreement.

Penalty Schedule In the event the Contractor, or its subcontractor fails to provide services within the time period designated, damage will be sustained by the Department. Therefore, the parties agree that the Contractor will pay to the Department the actual cost incurred as the result of using another Contractor plus a late fee of **$100.00** per occurrence.

Such penalties will be deduced by DOJ from amounts owed by DOJ to the Contractor.

A repetition of late response time will be considered a failure to perform and will be considered cause for the Department to terminate this Agreement.

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME		2. FEDERAL I.D. NUMBER
Lieff, Cabraser, Heimann & Bernstein, LLP		94-2262492
3. AGENCY TRANSMITTING AGREEMENT	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE
DEPARTMENT OF JUSTICE	PRD/ENV-Oakland	043-432
6a. CONTRACT ANALYST NAME	6b. EMAIL	6c. PHONE NUMBER
Christina Galvan	christina.galvan@doj.ca.gov	(916) 210-6432

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☑ No ☐ Yes *(If Yes, enter prior Contractor Name and Agreement Number)*

PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES

This is a contract for the services of an outside counsel.

Case Name: People ex. rel. Bonta v. Exxon Mobil Corp., et. al.
Docket No.: 00003 430 OK2023302311
DAG: Mari Mayeda

9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Contractor, attorneys with an expertise in complex litigation (Tobacco, Opioids, Whistleblower/False Claims Act, and Environmental Litigation), and support staff, will provide outside legal services including, but not limited to, advising the Attorney General's Office (AGO) on legal strategy and objectives; case time management, including ensuring compliance with filing deadlines; advising and assisting the AGO in discovery, including drafting requests and responses and reviewing documents; preparing for, conducting, and defending depositions; coordinating with California state agencies and AGO contract partners to develop evidence and expert testimony; identifying and retaining other experts via subcontract as directed by the AGO; managing experts and reviewing expert reports; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting motions and briefs; and representing the AGO at conferences, settlement negotiations, hearings, and trials.

10. PAYMENT TERMS *(More than one may apply)*

☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed
☐ Reimbursement / Revenue _____ or _____ %
☑ Other *(Explain)* See attached Budgeted Line Items which is and incorporated as Exhibit B to the Standard Agreement (STD 213).

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General	0820-001-0001	23/24	12	2023	$1,500,000.00

OBJECT CODE	AGREEMENT TOTAL	$1,500,000.00
4150		
OPTIONAL USE Support 432	AMOUNT ENCUMBERED BY THIS DOCUMENT	$1,500,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	$1,500,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME *(Print or Type)*	DATE SIGNED
Digitally signed by Kimberley Nguyen 'Date: 2023.10.06 07:36:49 -07'00	Kimberley Nguyen	10/06/2023

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	09/05/2023	06/30/2024	$1,500,000.00	Exempt - SCM Vol. 1, Sec. 580, A., 7.
Amendment 1				
		TOTAL	$1,500,000.00	

13. BIDDING METHOD USED
☐ Request for Proposal (RFP) *(Attach justification if secondary method is used)* ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB) ☑ Exempt from Bidding *(Give authority for exempt status)* ☐ Sole Source Contract *(Attach STD. 821)*
☑ Other *(Explain)* This Agreement is for outside counsel services for litigation. Exempt per SCM Vol. 1, Sec. 5.80, A., 7.
Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
The contractor's rates are reasonable as compared to other experts with the same qualifications and expertise as the contractor's.

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*
☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
☐ Not Applicable (Interagency / Public Works / Other _____)
☑ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
☑ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 15:54:00 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☑ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☑ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☑ None on file ☐ No ☐ Yes ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. Contractor Certification Clauses ☐ No ☑ Yes ☐ N/A
B. STD 204 Vendor Data Record ☐ No ☑ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED ☐ No ☐ Yes ☑ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
☑ No ☐ Yes
SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) ☑ No *(Explain below)* ☐ Yes _____ % of Agreement
This is a contract for an outside counsel. At present, the list of DVBE resources is extremely limited. Checked DGS's certification list on their website without success in locating a DVBE expert in the needed field. This consultant was chosen based on qualifications and expertise, as well as availability to assist the Department in the subject litigation.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? ☑ No ☐ Yes *(If Yes, provide justification below)*

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 15:54:22 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

SCO ID: 0820-230279U

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
23-0279U	

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Contracting out is justified based on Government Code 19130(b)(3) – The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

The contractor will provide outside counsel services in the matter of People ex. rel. Bonta v. Exxon Mobil Corp., et. al., Docket No. 00003 430 OK2023302311. The State of California does not have experts in the field of complex litigation (climate nuisance) available within the civil service system.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
Patrick Owens Digitally signed by Patrick Owens Date: 2023.10.05 16:02:33 -07'00'	PATRICK OWENS, Manager, OPS Contracts	

PHONE NUMBER	STREET ADDRESS		
(916) 210-7110	Department of Justice - 1300 I Street, 8th Floor		
EMAIL	**CITY**	**STATE**	**ZIP**
Patrick.Owens@doj.ca.gov	Sacramento	CA	95814

Exhibit 6

DECLARATION OF MARI MAYEDA IN SUPPORT OF THE CALIFORNIA DEPARTMENT OF JUSTICE'S RESPONSE TO REQUEST FOR REVIEW OF PERSONNEL SERVICE CONTRACT

(SBP CASE NO. 23-00052(b))

I, Mari Mayeda, declare:

1. I am a Deputy Attorney General employed by the Office of the Attorney General of California and am duly licensed to practice law before the courts of the State of California.

2. I have personal knowledge of the facts set forth in this Declaration based on my participation in prosecuting this climate nuisance and deception action and my experience in complex civil litigation, an area in which I have practiced for almost 40 years.

3. I am one of the five Deputy Attorneys General (DAGs) in our office assigned to the climate nuisance and deception litigation, *People of the State of California ex. rel. Bonta v. Exxon Mobil Corporation et al.*, No. GCG-23-609134 (San Francisco County Superior Court). As set forth in greater detail in the Declaration of Senior Assistant Attorney General Edward H. Ochoa, this case is an enormous and historic undertaking by our office.

4. Five DAGs, including myself, worked on and are listed in the caption for our civil complaint. Collectively, the team of five has tremendous skill and experience in environmental law and complex litigation. But the fact that only five DAGs, together with a Supervising Deputy Attorney General and the Section's Senior Assistant Attorney General, worked on the complaint does not mean that this case can be handled by our team, even if it were significantly expanded. Drafting a complaint is complex and takes a great deal of thought. We are proud of the substantial work that we did on the complaint, but drafting the complaint represents only a tiny fraction of the amount of work that will be involved in the litigation. Moreover, successfully conducting a litigation like this one involves a very specialized body of knowledge. In filing the complaint, we knew that we would be facing an army of the best-known, best-paid, most

experienced litigators from multiple major law firms representing defendants with almost infinite resources, and we knew that we would need the resources of a large plaintiffs' firm specializing in complex litigation to assist us in the battle.

Retention of Lieff Cabraser Heimann & Bernstein, LLP

5. In light of my experience in and familiarity with complex litigation, I was the lead DAG tasked with investigating law firms for the outside counsel role on this case. After due investigation, our team ultimately recommended that we hire Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser"). We knew that to be successful in this historic effort, in this "monster"[1] of a case, would require tremendous resources, great skill, and specialized expertise. Lieff Cabraser has this specialized skill, expertise and experience and has successfully litigated similar cases many times, taking on large industries that seemed invincible. In addition to Lieff Cabraser's extensive complex litigation experience representing plaintiffs (including state governments), the firm also holds valuable experience in Judicial Council coordination proceedings as well as in environmental litigation, including without limitation wildfire litigation and oil spill litigation. The firm has successfully sued many different oil companies over the years, including ExxonMobil, Chevron, and BP.

6. Lieff Cabraser is one of the best complex litigation firms in the country, and our team selected the firm because of the highly specialized knowledge, experience, expertise, and resources it

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[1] Office of Governor Gavin Newsom, *'This is a Big Big Deal': Climate Leaders Praise California's Lawsuit to Hold Big Oil Accountable* ["On the heels of some major legislative moves this week, California just filed a freakin' monster of a climate case."] Amy Westervelt, investigative journalist, available at https://www.gov.ca.gov/2023/09/18/this-is-a-big-big-deal-climate-leaders-praise-californias-lawsuit-to-hold-big-oil-accountable/ [as of Jan 22, 2024]; "California's case is the most significant, decisive, and powerful climate action directed against the oil and gas industry in U.S. history." Richard Wiles, President of the Center for Climate Integrity] (*Ibid.*)

provides that are not available through the civil service system. In our view, Lieff Cabraser's exceptional and highly specialized knowledge, skill, and abilities will increase our chances of winning this important and historic case. A more detailed description of the firm's experience and background is set forth in the declarations of Lieff Cabraser partner Robert J. Nelson and Senior Assistant Attorney General Edward H. Ochoa.

7. Lieff Cabraser also can provide—on very short notice—the resources needed to respond promptly to high-volume litigation tasks that our office is not equipped to handle. Lieff Cabraser can expand and contract its litigation team, which was a consideration in our decision to retain the firm. This ability gives our office important added resources for completing complex litigation tasks which already have repeatedly required after business hours, weekend and holiday work by attorneys. Our litigation team is better able to respond, more nimble, and more formidable with Lieff Cabraser as our co-counsel. In this case we can expect huge surges in the time required by the litigation, and successfully navigating these surges will require special knowledge and resources. Lieff Cabraser brings experience and an understanding of the ebb and flow of this type of litigation, familiarity with the strategy and tactics of defendants and their counsel, and can provide our office with advice and recommendations so that we can meet the challenges of this case. For example, Lieff Cabraser's contract includes the ability to utilize its over 40 staff attorneys. These attorneys specialize in reviewing, coding, and organizing documents and pulling noteworthy documents for deposition and trial. With six defendants and a complaint alleging liability for acts going back to the 1950s, the size of the document productions in this case will far exceed anything I have faced in my career.

8. In addition, our strategy and approach are improved by having Lieff Cabraser as a thought partner, providing our office with an outside perspective and new and improved ways of

approaching some of the tasks we will face. It has been and will be valuable for our team to brainstorm strategy, ideas, and approaches with Lieff Cabraser. This is particularly critical for a case of this magnitude and of this importance to the State.

9. This litigation involves not only the statewide case filed by the Environment Section, but the eight other cases filed by California cities and counties in four different Superior Courts that are being coordinated in a Judicial Council coordination proceeding (JCCP) with the statewide case. Lieff Cabraser has already provided assistance with tasks our office is not well suited to perform. For example, in order for the JCCP petition to proceed promptly as our office desired, we needed to complete service and filing of the Judicial Council coordination petition, the notice of submission of the petition, the memorandum of points and authorities and a declaration in support on numerous parties, counsel and courts. In one day, working well beyond normal business hours, Lieff served 216 such packets by Federal Express, as there was no e-service agreement in any of the city or county cases. That large volume of service packages was the result of the number of cases, counsel, and parties in the proposed coordinated proceedings. Had we not had outside counsel, we would have overburdened state staff, including DAGs and secretarial staff, and likely would not have been able to complete filing and service as promptly, which was important for strategic reasons.

10. Lieff Cabraser's experience with Judicial Council coordination proceedings was a factor in our choice of Lieff Cabraser, and it enabled our office promptly to file a JCCP petition on November 3, 2023 (JCCP No. 5310). Having Lieff Cabraser's experience and expertise in the early phases of the litigation has been critical, as the JCCP hearing is set for January 25, 2024.

11. I am proud to say that I am a rank-and-file, dues-paying member of CASE. While we recognize that CASE was not required to do so, our DAG team wishes our union had contacted

us before filing the CASE petition. We could have explained our unique case—which will be one of the biggest and most important cases that I have worked on in my decades-long legal career—its magnitude and historic importance, and the need for outside counsel.

12. Our team is not alone in viewing the retention of Lieff Cabraser as important to the litigation. One news article noted the significance of our office's retaining Lieff Cabraser for this case, stating that for California's climate case the "state has also retained the powerhouse San Francisco-based firm Lieff Cabraser Heimann & Bernstein as co-counsel." A recent environmental newsletter notes that in the biggest climate cases, Elizabeth Cabraser is among lawyers to watch. It states the following about Cabraser and the firm:

> "Founding partner Elizabeth Cabraser — who, along with her colleagues, will help fashion California's legal arguments against the oil and gas industry — has been involved in other high-profile legal battles, including multistate litigation against the tobacco industry and lawsuits that followed the Deepwater Horizon and Exxon Valdez oil spills.
>
> Cabraser led litigation over faulty General Motors ignition switches and was lead counsel in a case that delivered a nearly $15 billion settlement against Volkswagen Group of America over the automaker's skirting of emissions standards.
>
> She has been selected four times as one of the 100 Most Influential Lawyers in America by the National Law Journal, which called her 'a pillar of the plaintiffs' bar.' The Wall Street Journal profiled her in 2016, noting that she's 'made a career of suing big businesses.'
>
> Cabraser, who holds law and undergraduate degrees from the University of California, Berkeley, told the newspaper that she aspired to be a theoretical physicist or a law librarian before co-founding her law firm in 1978."

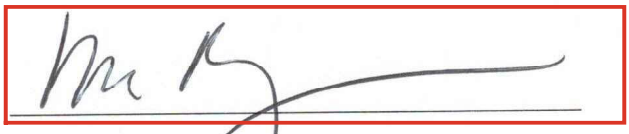
(Clark, *Climate in the Courts: Lawyers to Watch in 2024* Climatewire (Jan. 2, 2024), available at https://subscriber.politicopro.com/article/eenews/2024/01/02/climate-in-the-courts-lawyers-to-watch-in-2024-00133310 [as of Jan. 22. 2024].)

13. I am hampered in my ability to provide additional supporting information in this declaration that is confidential and protected by work product, attorney client, and/or governmental privileges. For example, I cannot explain the reasons for the timing regarding filing the

complaint without waiving protections for confidential information. Waiver of these confidentiality protections could potentially harm our litigation, which I know is not CASE's intention. I request that CASE and the SPB take the need to protect confidential information into account in assessing our response.

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

Executed this 23rd day of January, 2024, in Oakland, California.



Mari Mayeda
Deputy Attorney General

Exhibit 7

DECLARATION OF ROBERT J. NELSON IN SUPPORT OF THE CALIFORNIA DEPARTMENT OF JUSTICE'S RESPONSE TO REQUEST FOR REVIEW OF PERSONNEL SERVICE CONTRACT (SBP CASE NO. 23-00052(b))

I, Robert J. Nelson, declare:

1. I am a partner in the law firm of Lieff, Cabraser, Heimann & Bernstein, LLP ("LCHB"). The California Department of Justice ("DOJ") has contracted for LCHB's legal services in *People ex. rel. Bonta v. Exxon Mobil Corp., et. al.*, Case No. CGC-23-609134 (San Francisco Super. Ct.) (hereinafter "the Case"), wherein the State alleges that the largest fossil fuel companies doing business in the United States, including Exxon, Chevron, BP, Shell, and ConocoPhillips, as well as the industry trade group the American Petroleum Institute, are liable to the State for harms related to climate change caused by these defendants' misconduct.

2. I have personal knowledge of the facts set forth in this Declaration based on my thirty (30) year tenure at LCHB and my participation in prosecuting this climate change action for the last several months. If called as a witness to testify upon the matters stated herein, I would be competent to do so.

3. I submit this declaration in support of the DOJ's response to California Attorneys, Administrative Law Judges, and Hearing Officers in State Employment's ("CASE") request that the State Personnel Board review DOJ's contract with LCHB in connection with the DOJ's monumental fossil fuel industry litigation (SBP Case No. 23-00052(b)).

4. My view is relatively straightforward: LCHB is a firm that is uniquely suited to the unprecedented challenges of the Case, and that the State's effort to litigate this Case effectively would be severely compromised if LCHB were not working alongside the Attorney General.

I. LCHB'S EXPERIENCE AND SUCCESSES IN LITIGATION CHALLENGING INDUSTRY WIDE MISCONDUCT ARE UNPARALLELED

5. LCHB's experience in litigation specializing in suits against the largest companies in the world, as well as the largest and most powerful industries in the world, cannot be overstated. LCHB is a 125-plus lawyer firm that has been recognized repeatedly as one of the nation's top plaintiffs' law firms capable of handling the largest and most complex litigations in the nation's history. LCHB has prosecuted several hundreds of class actions on behalf of plaintiff classes, and served as lead class counsel, lead MDL and JCCP counsel, and other court-appointed leadership roles in several hundreds of cases.

6. Moreover, LCHB has recovered more than $129 billion for its clients. LCHB has resolved 25 cases for more than $1 billion, and another 55 cases resulted in verdicts or settlements at or in excess of $100 million. These successes have been made possible by virtue of the firm's unprecedented experience in handling extremely large and complex cases.

7. Attached hereto as **Exhibit 8** is a true and correct copy of LCHB's firm resume, which demonstrates the firm's many successes against well-funded and aggressive defendants.

A. LCHB Has Unique Experience Challenging Industry Malfeasance.

8. LCHB is uniquely suited to help prosecute this groundbreaking litigation against the titans of the fossil fuel industry because of its extensive experience confronting major industrial players, and entire industries in the same litigation. Some of those litigations against entire industries include the following:

a. **Opioids:** In the national opioids litigation, *In re: National Prescription Opiate Litig*. ("*Opioids*"), MDL No. 2804 (N.D. Ohio), LCHB has played a leadership role in what may be one of the most complex litigations in U.S. history. Specifically, LCHB plays a key role in prosecuting claims for cities/counties, Native American Tribes, and third-party payors against all categories of Opioids defendants in the MDL and in its multiple bellwether tracks. LCHB founding partner Elizabeth Cabraser is a member of the Plaintiffs' Executive Committee in the MDL, serves on the Court-appointed Plaintiffs' Settlement Negotiation Committee, and participated in negotiating the $26 billion national settlement with the "Big Three" distributors

and Johnson & Johnson. In the San Francisco case, *City and County of San Francisco et al. v. Purdue Pharma L.P. et al.*, Case No. 3:18-cv-07591 (N.D. Cal.), LCHB served as co-lead trial counsel representing the City and County of San Francisco in the first bench trial to find the pharmaceutical chain Walgreens liable. To date, Walgreens and two other major chain pharmacies have agreed to settle the national opioids litigation for a combined total of nearly $14 billion. To date, the settling Opioids defendants have agreed to pay more than $50 billion to government entity plaintiffs (States, counties, cities, as well as Tribes) and the prosecution of claims continues against remaining defendants.

b. **Tobacco:** In the 1990s tobacco litigation on behalf of Attorneys General, LCHB represented the Attorneys General of Massachusetts, Illinois, Indiana, Louisiana, several additional states, and eighteen cities and counties in California in litigation alleging that the tobacco companies conspired to conceal the hazards and addictiveness of cigarettes. This litigation resulted in 1998 settlements totaling $42 billion to LCHB's public entity clients, and required the leading tobacco firms to undertake extensive changes in their marketing and sales practices to reduce teenage smoking. In total, litigation brought by the Attorneys General (largely represented by private counsel) recovered $246 billion, and the settlements remain the largest in history. This litigation is particularly relevant to the Case, because the allegations in the Complaint are that the fossil fuel companies borrowed heavily from the playbook of Big Tobacco, lying about the dangers of their products for decades. As counsel to dozens of public entities in Tobacco, I played a leading role in that litigation.

c. **Big Tech:** In *In re High-Tech Employee Antitrust Litig.*, Case No. 11-cv-02509 (N.D. Cal.), LCHB served as Co-Lead Class Counsel in what the Daily Journal described as the "most significant antitrust employment case in recent history," alleging that the major Silicon Valley firms, including Adobe, Apple, Google, Intel, Intuit, Lucasfilm, and Pixar violated antitrust law by conspiring to suppress the pay of technical, creative, and other salaried employees. In 2014 and 2015, the leading Tech firms settled for a combined total of $435 million.

d. **Social Media:** In *In re Social Media Adolescent Addiction/Pers. Inj. Prods. Liab. Litig.*, 4:22-md-03047-YGR (N.D. Cal.), LCHB and co-counsel are pursuing claims in an MDL on behalf of young social media users and their parents, alleging that social media apps such as Facebook and Tiktok cause addiction and mental health problems in young users, including suicidal thoughts, body image issues, anxiety, and depression. LCHB has been appointed Co-Lead Class Counsel in the action against several of the largest social media companies. LCHB partner Lexi J. Hazam is leading this litigation for LCHB.

e. **Big Pharma**: LCHB's work has been integral to holding Big Pharma accountable for restraint on competition and price collusion, misleading practices, and false advertising. For example, LCHB is a member of the End-Payer Plaintiffs' Steering Committee in *In re Generic Pharmaceuticals Pricing Antitrust Litig.*, 2:16-md-02724-CMR (E.D. Penn.), one of the largest lawsuits ever against the pharmaceutical industry. Previously, in *In re Pharmaceutical Cases I, II, and III*, JCCP Nos. 2969, 2971, and 2972 (San Francisco Super. Ct.), LCHB played a leadership role in suits alleging that pharmaceutical manufacturers conspired to overstate prescription drugs' average wholesale price. Similarly in *Cipro Cases I and II*, JCCP Nos. 4154 and 4220 (Cal. Supr. Ct.), LCHB alleged that various prescription drug manufacturers

colluded to restrain competition in the sale of Cipro (a drug that treats urinary tract, prostate, abdominal, and other infections), and which ultimately settled for $399 million.

B. LCHB Has a Robust Environmental Practice.

9. The firm also has the subject matter and procedural expertise in environmental torts litigation necessary to maximize results for the Attorney General. Over the past fifty years, LCHB has served as court-appointed lead counsel or co-lead counsel in cases regarding the largest oil spills in our nation's history, the most catastrophic fires in California history, and infamous incidents of industry-created toxic contamination, including the following:

a. ***In re Volkswagen 'Clean Diesel' Marketing, Sales Practices, and Products Liability Litig.*, MDL NO. 2672 (N.D. Cal.):** In 2015, the U.S. Environmental Protection Agency ("EPA") revealed that 475,000 diesel-powered cars in the United States sold since 2008 under the Volkswagen and Audi brands contain "cheat device" software that intentionally changed the vehicles' emissions production during official testing. The cars automatically turned off the emissions controls during actual road use, producing up to 40-times more pollutants than the testing amounts in an extraordinary violation of U.S. clean air laws. Judge Charles Breyer named Elizabeth Cabraser Lead Counsel and Chair of the 22-member Plaintiffs' Steering Committee in February 2016. Famously, after Ms. Cabraser led nine months of intensive negotiations, in 2016 the court approved a set of interrelated settlements totaling $14.7 billion. In May 2017, the court approved an additional settlement valued between $1.2-4.04 billion in connection with Volkswagen's 3.0-liter engine vehicles. The Volkswagen emissions settlements are among the largest consumer class action settlements. The settlements were also unprecedented for their scope and complexity, involving the federal DOJ, the federal EPA, the California Air Resources Board (CARB), California Attorney General, the Federal Trade Commission, and private plaintiffs. As a result of this litigation, an unprecedented and effective partnership among State and federal regulators and consumers themselves, approximately 99% of the polluting vehicles have been either taken off the road through buybacks or remediated to government standards;

b. ***In Re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, MDL No. 2179 (E.D. La.):** LCHB and Ms. Cabraser served on the Court-appointed Plaintiffs' Steering Committee and with co-counsel represented fishers, property owners, business owners, wage earners, and others in class action litigation against BP, Transocean, Halliburton, and other defendants involved in the April 20, 2010 Deepwater Horizon oil rig blowout and consequent oil spill in the Gulf of Mexico. Counsel settled these claims in 2014, and thus far have delivered $13 billion to compensate claimants' losses;

c. ***Northern California Fire Cases (2017 North Bay Fires and 2018 Camp Fire)*, JCCP No. 4955 (Cal. Supr. Ct.) (2017 North Bay Fires), JCCP No. 4995 (2018 Camp Fire):** Here, LCHB partners Elizabeth J. Cabraser and Lexi J. Hazam served as Chairs of the Class Action Committee in the consolidated lawsuits against Pacific Gas & Electric ("PG&E")

relating to losses from the 2017 North Bay Fires, and also served on the Individual Plaintiffs' Executive Committee. After PG&E and its parent company filed for bankruptcy in January 2019, LCHB began representing a member of the committee of tort claimants appointed by the bankruptcy trustee. In 2019, LCHB helped negotiate a settlement with PG&E worth approximately $13.5 billion—one of the largest mass tort bankruptcy settlements in history. The settlement also established a Fire Victim Trust, of which Ms. Cabraser is a member, to oversee and administer the equitable allocation of funds to fire victims;

d. ***In re Exxon Valdez Oil Spill Litig.*, No. 3:89-cv-0095 HRH (D. Al.):** The Exxon Valdez famously ran aground on March 24, 1989, spilling 11 million gallons of oil into Prince William Sound in Alaska. As court-appointed Plaintiffs' Class Counsel, LCHB represented fishers and others whose livelihoods were gravely affected by the disaster, and led the 1994 jury trial team. LCHB helped deliver a total award worth $977 million, plus an equal amount in punitive damages;

e. ***Southern California Fire Cases (California Thomas Wildfire & Mudslide Litigation),* JCCP No. 4965 (Cal. Supr. Ct., Los Angeles Cnty):** I, along with LCHB partner Lexi J. Hazam, serve as Co-Lead Counsel for plaintiffs in consolidated state litigation involving thousands of claims against Southern California Edison for the utility's role in triggering the devastating December 2017 Thomas Fire that annihilated over a thousand homes in Southern California, and resulted in subsequent mudslides in Montecito that destroyed additional homes and killed 23 people. Together with the individual plaintiffs in the Woolsey Fire, below, these individual cases have recovered over $1 billion to date;

f. ***Andrews, et al. v. Plains All American Pipeline, et al.*, No. 2:15-cv-04113-PSG-JEM (C.D. Cal.):** In May 2015, a pipeline owned by Plains All American Pipeline rupture and spilled vast quantities of oil into the Pacific Ocean, damaging beaches and local properties and impacting local fisheries. LCHB represented fishers, fish processors reliant on those fishers' catch, and homeowners and lessees who lost use of their beachfront properties. On behalf of LCHB, I was appointed Class Counsel in this litigation arising from a massive oil spill in Santa Barbara County. This case settled in 2022 for $230 million;

g. ***In re GCC Richmond Works Cases*, JCCP No. 2906 (Cal. Super. Ct.):** LCHB served as co-liaison counsel and lead class counsel in coordinated litigation arising out of the release of a massive toxic sulfuric acid cloud that harmed an estimated 50,000 residents of Richmond, California in July 1993. This coordinated litigation procured a $180 million class action settlement for exposed residents;

h. ***In re Unocal Refinery Litig.*, No. C 94-04141 (Cal. Super. Ct.):** LCHB served as Co-Lead Class Counsel and sat on the Plaintiffs' Steering Committee in this action against Union Oil Company of California ("Unocal") arising from a series of toxic releases from the oil company's refinery in Rodeo, California. In 1997, LCHB helped secure a settlement on behalf of approximately 10,000 individuals for $80 million;

i. ***Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. 8:21-cv-1628 (C.D. Cal.):** In October 2021, a failure occurred in a pipeline owned by Amplify Energy and operated by Beta Operating Company, causing an estimated tens of thousands of gallons of oil to

gush into the Catalina Channel and causing an 8,000-acre wide oil slick. This spill has spewed oil along long stretches of beach in Orange County, killing wildlife and threatening ecologically-endangered wetlands, and closing commercial fishing on this part of the coast. LCHB partner Lexi J. Hazam served as Co-Lead Counsel in the Orange County Oil Spill Litigation, which resulted in a $50 million settlement in April 2023, and a second settlement worth $45 million later in the year;

j. ***Woolsey Fire Cases*, JCCP No. 5000 (Cal. Superior Ct., Los Angeles Cnty):** Judge William F. Highberger named LCHB partner Lexi Hazam as Co-Lead Counsel in the coordinated litigation against Southern California Edison, relating to the 2018 Woolsey fire that devastated more than 1000 homes and 96,000 acres in Los Angeles and Ventura Counties. This litigation entered into a settlement protocol and has resolved hundreds of cases to date;

k. ***Southern California Gas Leak Cases*, JCCP No. 4861:** I currently serve on the Plaintiffs' Steering Committee in this litigation on behalf of homeowners and businesses economically harmed by the historic October 2015 – February 2016 Porter Ranch gas leak, during which enormous quantities of natural gas spewed out of an old well at Southern California Gas's Aliso Canyon Facility and into the neighborhood of Porter Ranch, located adjacent to the Facility and a mere 25 miles northwest of Los Angeles. The individual cases settled in 2023 for approximately $1.8 billion, and a class action settlement on behalf of impacted property owners settled for $40 million; and

l. ***In re East Palestine Train Derailment*, Case No. 4:23-cv-00242 (N.D. Ohio):** LCHB currently sits on the Plaintiffs' Executive Committee in consolidated litigation relating to the February 2023 Norfolk Southern train derailment and toxic spill in East Palestine, Ohio.

C. Exceptional Skills and Leadership Experience of LCHB Attorneys Assigned to the Case.

1. Elizabeth J. Cabraser

10. Elizabeth J. Cabraser has spent over 40 years representing plaintiffs in trailblazing aggregate litigation, and her experience and successes are, according to many, second to none. She is a fount of institutional knowledge, having served in court-appointed roles in scores of MDLs. Her current and recent positions in multi-district litigation include Lead Counsel in *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Prod. Liab. Litigation*, MDL No. 2777 (N. D. Cal.); *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); Co-Lead Counsel in *In re General Motors, LLC Ignition Switch Litig.*, MDL No. 2543 (S.D.N.Y.); Co-Lead Counsel in *Toyota Motor Corp.*

Unintended Acceleration Marketing, Sales Practices and Prod. Liab. Litig., MDL No. 2151 (C.D. Cal.); PEC in *In re National Prescription Opiate Litigation*, MDL. No. 2804 (N.D. Ohio); PSC/Class Counsel in *In re Oil Spill by the Oil Rig Deepwater Horizon*, MDL No. 2179 (E.D. La.); and PSC in *Takata Air Bags*, MDL No. 2599 (S.D. Fl.). Other appointments include: *In re Bextra/Celebrex Prods. Liab. Litig.*, MDL No. 1699 (N.D. Cal.), Liaison Counsel/PSC; *In re Cordis Pacemaker Prod. Liab. Litig.*, MDL No. 850 (S.D. Ohio), Co-Lead Counsel; *In re Silicone Gel Breast Implants Prods. Liab. Litig.*, MDL No. 926 (N.D. Ala.), Settlement Class Counsel; PSC; *In re Felbatol Prods. Liab. Litig.*, MDL No. 1048 (N.D. Cal.), Lead/Class Counsel; *In re Ford Ignition Prods. Liab. Litig.*, MDL No. 1112 (D.N.J.), PEC; *In re Diet Drugs Prods. Liab. Litig.*, MDL No. 1203 (E.D. Pa.), PSC; *In re Bridgestone/Firestone Tires Prods. Liab. Litig.*, MDL No. 1373 (S.D. Ind.), PEC/Class Counsel; *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657 (E.D. La.), PSC/Consumer Class Counsel; *In re Neurontin Marketing, Sales Practices and Prods. Liab. Litig.*, MDL 1629 (D. Mass.) Exec. Committee/Class Counsel; *In re Guidant Defibrillators Prods. Liab. Litig.*, MDL No. 1708 (D. Minn.), Co-Lead Counsel; *In re ConAgra Peanut Butter Prods. Liab. Litig.*, MDL No. 1845 (N.D. Ga.), Lead Counsel; and *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), Lead/Class Counsel.

11. Ms. Cabraser is one of the most heavily decorated attorneys in the country. She has been named one of *National Law Journal*'s "100 Most Influential Lawyers in America" an unprecedented four times (in 1997, 2000, 2006, and 2013). She is an emeritus member of the American Law Institute Council and a Fellow of the American Academy of Arts and Sciences, served from 2010–2017 on the Federal Civil Rules Advisory Committee, and is the 2010 recipient of the ABA "Margaret Brent Women Lawyers of Achievement Award." Other honors include *California Lawyer*'s "California Lawyer of the Year (CLAY) Award" (1998 and 2000);

the Legal Aid Society "Matthew O. Tobriner Public Service Award" (2000); *The Daily Journal*'s "Top 100 Attorneys in California" (2002-2021) award; Anti-Defamation League, "Distinguished Jurisprudence Award" (2002); Berkeley Law School "Citation Award" (2003); Legal Community Against Violence, "Distinguished Leadership Award" (2006); Legal Momentum, "Women of Achievement Award" (2006); University of San Francisco School of Law Public Interest Law Foundation, "Award for Public Interest Excellence" (2007); and *The National Law Journal*, "75 Outstanding Women Lawyers in America" award (2015). More recently, in 2023, the judges of the Northern District of California awarded her the Bill Edlund Award for Professionalism in the Law.

12. Apart from her work as a litigator, Ms. Cabraser also lectures on MDLs and aggregate litigation at Berkeley, Yale, and Columbia Law Schools, is Editor-in-Chief of *California Class Action Practice and Procedure* and Executive Editor of the ABA's annual *The Law of Class Action: Fifty State Survey* (current ed. 2024), and writes on class action, MDL, and complex litigation topics. Recent articles include "*The Participatory Class Action*," 92 N.Y.U. L. Rev. 846 (2017); "*The Essentials of Democratic Mass Litigation*," 45 Colum. J.L. & Soc. Problems 499 (2012); "*Apportioning Due Process: Preserving the Right to Affordable Justice*," 87 Denver U.L. Rev. 437 (2010); and "*The Manageable Nationwide Class: A Choice-of-Law Legacy of Phillips Petroleum v. Shutts*," 74 U.M.K.C.L. Rev. 543 (2006).

2. <u>Robert J. Nelson</u>

13. I have been an attorney at LCHB since 1994. The entirety of my practice has been devoted to complex litigation and class actions. I have served as court-appointed class counsel in more than 35 class actions, and have served as court-appointed lead or co-lead counsel or in leadership committees in numerous actions coordinated by the Judicial Panel on Multi-District Litigation and the Judicial Council of California.

14. Beginning in the 1990s, I played an integral role in the firm's litigation on behalf of various Attorneys General and municipalities in nationwide tobacco litigation against the cigarette companies (discussed above). In the 1990s, I also served as Lead Counsel in *ABS Pipe Cases II*, JCCP No. 3126 (Contra Costa County), a California state court coordinated proceeding that resulted in recoveries to homeowners of more than $80 million due to defective ABS plumbing pipes. In 2007, I served as lead trial counsel in *Mraz v. DaimlerChrysler,* Case No. BC 332487 (Cal Super. Ct.), a product defect case against automaker Chrysler, which resulted in a $55 million verdict, including $50 million in punitive damages. In 2008, I served as Lead Counsel in *Yamaha Rhino Litigation,* JCCP No. 4561 (Orange County), a coordinated proceeding against Yamaha involving its Rhino all-terrain vehicle. In 2009, I served as Co-Lead counsel in *United States ex rel. Mary Hendow and Julie Albertson v. University of Phoenix*, Case No. 2:03-cv-00457-GEB-DAD (E.D. Cal.), a False Claims Act case against the University of Phoenix that settled for $78 million, the largest settlement ever on behalf of the United States Department of Education in a non-intervened case. In 2013, I served as Lead Counsel, alongside the California Insurance Commissioner, in *Sutter Health Uninsured Pricing Cases*, JCCP No. 4388 (Cal. Super. Ct.), a coordinated whistleblower proceeding against Sutter Health, the Bay Area's largest health care provider, for overcharging for anesthesia services. That case settled for $46 million, a record under California's Insurance Frauds Prevention Act. In 2015, again as Lead Counsel, I settled 415 individual cases as a part of a $100 million global settlement in *Florida Tobacco Cases/In re Engle Cases*, No. 3:09-cv-10000-J-32 JBT (M.D. Fl.) against the major cigarette companies on behalf of smokers and their families in Florida. I also served as Class Counsel in *Allagas v. BP Solar*, No. 3:14-cv-00560-SI (N.D. Cal.), an action against BP Solar International and Home Depot U.S.A. alleging that the companies sold defective solar panels that

increased the risk of fire, which settled in 2017 for $68 million. In 2018, I served as Class Counsel in an action against State Farm, in which State Farm was accused of bribing an Illinois Supreme Court Justice and lying about it in a RICO action that settled for $250 million on the day that the trial began. In 2022, I helped procured a $230 million settlement as Class Counsel on behalf of victims of the 2015 Santa Barbara oil spill (discussed above). I was on the Steering Committee in the *Southern California Gas Leak Cases*, involving the three month long natural gas leak in Porter Ranch, California that settled for more than $1.8 billion in 2023 (discussed above). Alongside Lexi Hazam, I am Co-Lead Counsel in the *Southern California Fire Cases (California Thomas Wildfire & Mudslide Litig.)*, JCCP No. 4965 (Cal. Super Ct.) (discussed above).

15. I have been honored or awarded on many occasions. These honors include: *Law and Politics*' "California Super Lawyer" in the class action field award (2004 – 2023); Consumer Attorneys of California (CAOC) Consumer Attorney of the Year finalist (2007, 2010, 2014, and 2015); *California Lawyer* Attorney of the Year (CLAY) Award (2008) and (2010); inclusion in *The Best Lawyers in America* in the fields "Personal Injury Litigation – Plaintiffs" and "Product Liability Litigation – Plaintiffs" (2012 – 2024); *Benchmark Litigation*'s "California Litigation Star" (2013–2018); Public Justice's Trial Lawyer of the Year award (2019) (for my leadership that resulted in a $250 million settlement against State Farm); the *Daily Journal*'s "Top 100 Attorneys in California" award (2020); *Lawdragon's* "Lawdragon 500 Leading Lawyers in America' (2020–2023); the *National Law Journal*'s "Legal Trailblazer" in the field of environmental law (2021); and *Law360*'s "Environmental MVP of the Year" (2023).

3. <u>Lexi J. Hazam</u>

16. Lexi Hazam is the Chair of LCHB's Mass Torts Practice Group and has twenty years of experience in complex litigation. Her background is particularly strong in managing

large teams of lawyers through pre-trial phases, interfacing with the court on case management and through oral argument, handling scientific experts, and negotiating e-discovery, which makes her extremely well qualified to assist with prosecuting this Case.

17. Ms. Hazam is currently Interim Co-Lead Counsel in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. 8:21-cv-1628 (C.D. Cal.), the class action lawsuit related to the 2021 Orange County oil spill, a large part of which recently resolved within one year of the spill, with the settlement pending court approval (discussed above). She is also court-appointed in two JCCPs in Los Angeles County Superior Court arising from utility-caused wildfires, *Southern California Fire Cases*, JCCP No. 4965, and *Woolsey Fire Cases*, JCCP No. 5000, involving thousands of plaintiffs whose homes burned down in the fires (discussed above). Shortly before a multi-plaintiff bellwether trial, both JCCPs entered into a settlement protocol the Co-Leads negotiated, through which over 2,000 cases have resolved to date, for a recovery of well over $1 billion. These JCCPs are well into the settlement phase with only a small number of opt-outs.

18. Ms. Hazam has special expertise in working with scientific experts. In *In re: Abilify Prods. Liab. Litig.*, MDL 2734 (N.D. Fl.), wherein plaintiffs alleged that the drug at issue caused addictive/compulsive behavior, Ms. Hazam served on the Plaintiffs' Executive Committee and Co-Chaired the Science and Expert Sub-Committee. She also led the development of key plaintiffs' experts, and put on and crossed experts at the *Daubert* hearing. Additionally, Ms. Hazam co-led developing the regulatory expert for the Opioids MDL (discussed above). She also served on the Plaintiffs' Steering Committee and as Co-Chair of the Plaintiffs' Science and Experts Committee in *In re: Benicar (Olmersartan) Products Liability Litig.*, MDL 2606 (D.N.J.).

19. Ms. Hazam has been widely recognized for her acumen. Her honors include the following: selection for inclusion by her peers in *The Best Lawyers in America* in the "Mass Tort Litigation/Class Actions – Plaintiffs" and "Qui Tam Law" fields (2015 – 2024); Super Lawyers "Super Lawyer for Northern California" award (2015–2023); *Best Lawyers in America*'s "Lawyer of the Year" for Mass Tort Litigation/Class Actions – Plaintiffs for Northern California (2017); the *Daily Journal*'s "Top Women Lawyers in California" award (2020, 2021, 2023); *Lawdragon*'s "Lawdragon 500 Leading Plaintiff Financial Lawyers in America" (2019–2023), "Lawdragon 500 Leading Plaintiff Consumer Lawyers in America" (2022–2023), and "Lawdragon 500 Leading Lawyers in America" (2023); and the *National Law Journal*'s "Elite Women of the Plaintiffs Bar" award (2021 and 2023).

4. <u>Nimish R. Desai</u>

20. Nimish Desai has 17 years of experience in complex litigation, all at LCHB. He specializes in False Claims Act, class action, and environmental torts cases.

21. Mr. Desai brings a technical background to his practice. He received a B.S. with High Honors in Chemical Engineering from the University of Texas. His focus there was on air quality modeling and research, and along with co-authors, is published twice on that topic in leading environmental science journals. He is also published in a leading environmental law journal regarding the regulatory reporting framework for industrial pollutants.

22. Mr. Desai has put that technical background to good use in highly complex environmental litigation. For example, in the *Andrews v. Plains* oil spill matter referenced above, he located, prepared, presented, and defended technical experts on pipeline integrity management, oil spill dispersion modeling and cleanup, and spill volume modeling and estimation. In the *Takata Airbags* matter, Mr. Desai worked closely with experts on propellant

design and stability, and was one of a small team of lawyers tasked with deposing key engineers from the automaker defendants.

23. Mr. Desai is regularly recognized for his work. These recognitions include: The Best Lawyers in America in field of "Qui Tam Law," 2016 – 2023; "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2021-2023; "Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2023; "Super Lawyer for Northern California," Super Lawyers, 2013 – 2023; "40 and Under Hot List," Benchmark Litigation, 2018 – 2020; "Top 40 Under 40 Lawyer," Daily Journal, 2019; and "Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2014.

5. Junior Partners and Associates

24. The trial team also includes junior partners who have been with LCHB for an average of nine years and who have played instrumental roles in the major litigations discussed above. These junior partners include Kevin Budner (Opioids), Michael Levin-Gesundtheit (Opioids), and Wilson Dunlavey (*Andrews*, *Gutierrez*). In addition, the team also includes associates who have worked on these litigations, including Miriam E. Marks (Opioids), Amelia Haselkorn (*Andrews,* Porter Ranch), and Sarah Zandi (*Generic Drugs*). These lawyers understand the rigors of large, complex litigation against multiple defendants with virtually unlimited resources.

II. RESOURCES AVAILABLE TO EFFECTIVELY PROSECUTE THIS LITIGATION

25. LCHB's main office is located in San Francisco, though we have lawyers throughout the country, and including in Houston, where many of the defendants reside. In San Francisco, we have meeting and conference facilities necessary to host depositions with large

numbers of participants and conferences of counsel, and we also have the most up to date and sophisticated IT services.

26. Our IT staff is experienced in managing large document databases and coordinating electronic document reviews, deposition preparation, and managing remote depositions. Unlike vendors, our IT personnel are integrated with the firm, so they know how to approach these databases with our specific needs in mind. This experience is essential to effectively prosecute a large action like this one that is likely to involve a document production in the tens of millions of pages.

27. In addition to having the intellectual property to manage sophisticated document databases, LCHB also has a team of 40 staff attorneys. These lawyers are specifically trained in complex search and coding techniques so that documents are reviewed and organized and available for use in deposition and at trial. These skills are essential to the Case as there likely will be tens of millions of pages of documents to review and to organize so that the industry documents can be used as exhibits in depositions and at trial. This large number of staff attorneys will provide the litigation team the ability to expand and contract to meet the surges which will occur as documents are produced in the litigation and are needed to be readied for use in depositions and trial.

28. In addition to having the experience and skills necessary to prosecute this action successfully, it is important to emphasize that LCHB works 24/7. We know that litigation does not stop for weekends or holidays, and an essential part of our commitment to the Case is our availability and ability to ensure that the work gets done well and in a timely manner.

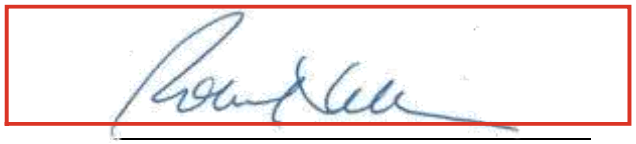
III. LCHB'S EXPERIENCE IN SETTLING LARGE MULTI-DEFENDANT CASES IS ESSENTIAL

29. Most cases settle. Indeed, all of the LCHB cases discussed in this declaration settled, whether before, during, or after trial. LCHB's senior attorneys are well versed in achieving settlements that maximize recoveries to our clients. This is not something that is taught in law school, as it is more an art than a science, and is only learned on the ground, by actually participating in hundreds of settlements, as we have. Our lawyers know when it makes to broach settlement with the other side; we know who the most capable and credible mediators are for this litigation, keeping in mind the needs not only of the Attorney General but also the needs of defendants and their counsel; and we also know how to close the deal. Based on our collective experience, unrivaled amongst our colleagues in the Bar, LCHB will be able to offer the Attorney General an essential perspective on settlement negotiation, valuation, and structure.

IV. CONCLUSION

30. LCHB is a law firm led by lawyers who have successfully handled the most massive litigations against the nation's most powerful companies. We have also successfully sued the largest and most powerful industries, such as the opioids industry, the tobacco industry, Big Pharma and Big Tech. That is what makes our firm and our skill sets unique. As large and as historic as this current litigation is against the five largest fossil fuel companies, it is not qualitatively different from the kinds of cases in which our firm specializes. Those unique skills are well suited to this litigation, and we look forward to utilizing our experience and skills to help ensure that the Attorney General's litigation is successful.

Under penalty of perjury, the foregoing is true and correct. Executed this 22nd day of January, 2024, in the City and County of San Francisco.



Robert J. Nelson

Exhibit 8

Lieff Cabraser Firm Resume

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Lieff Cabraser Heimann & Bernstein, LLP is a 125+ attorney AV-rated law firm founded in 1972 with offices in San Francisco, New York, Nashville, and Munich. We have a diversified practice successfully representing plaintiffs throughout the U.S. and Europe in the fields of personal injury and mass torts, securities and financial fraud, employment discrimination and unlawful employment practices, product defect, consumer protection, antitrust, environmental and toxic exposures, False Claims Act, digital privacy and data security, abuse and sexual abuse cases, and civil and human rights. Our clients include individuals, classes, and groups of people, businesses, and public and private entities.

Lieff Cabraser has served as Court-appointed Plaintiffs' Lead or Class Counsel in state and federal coordinated, multi-district, and complex litigation throughout the United States. The Firm has, often with co-counsel, represented clients from across the globe in cases filed in American Courts and in foreign jurisdictions.

This Firm Resume summarizes Lieff Cabraser's extensive and varied cases, including past successes and active matters; identifies the Firm's lawyers with links to their full biographies; and describes the Firm's community and legal organization engagement.

SAN FRANCISCO
NEW YORK
NASHVILLE
MUNICH
lieffcabraser.com

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

LIEFF CABRASER FIRM RESUME – Table of Contents

CASE PROFILES

LAWYER PROFILES

LIEFF CABRASER IN THE COMMUNITY

ANTITRUST

At the forefront of innovative and landmark cases promoting fair competition in the marketplace, Lieff Cabraser assists companies, governments, and consumers affected by anticompetitive conduct by assessing market circumstances and advising whether and how to pursue legal action. When we do advise litigation, our track record reflects remarkable successes for our clients.

Representative Current Cases

REALPAGE RESIDENTIAL LEASE PRICE-FIXING

Lieff Cabraser represents lessees nationwide who allege they have overpaid for rent as a result of a cartel among the largest owners of multifamily residential real estate. The class action suit, filed in October 2022, alleges that these lessors used a common third party (RealPage) to collect and fix rent amounts, increasing rents above competitive levels. RealPage touts that it sets pricing for Lessors' "properties as though we own them ourselves" — in other words, as plaintiffs detail in their complaint, the participating Lessors' cartel replicates the market outcomes one would observe if they were a monopolist of residential leases (which is the goal of any cartel).

DALE, ET AL. V. DEUTSCHE TELEKOM AG, T-MOBILE US, INC., AND SOFTBANK GROUP CORP., NO. 1:22-CV-03189 (N.D. ILL.)

In June 2022, Lieff Cabraser and co-counsel filed a federal class action complaint against Deutsche Telekom, T-Mobile, and Softbank Group challenging the merger of

T-Mobile and Sprint, a merger that reduced the overall number of mobile carriers in the U.S. from four to three and thereby removed all meaningful incentives for competition between the three remaining behemoths: the new T-Mobile, AT&T, and Verizon. As a result, small businesses and consumers in the United States who subscribe to national retail mobile wireless carriers, including AT&T and Verizon customers, have paid and continue to pay billions more for wireless service than they would have.

The lawsuit seeks the restoration of competition in one of the world's largest and most concentrated markets. Every consumer and small business in the U.S. market is paying the price of this monstrously anticompetitive merger, including AT&T and Verizon customers who no longer face any pricing challenges from the former mavericks of the telecom space.

The case follows two prior attempts to stop the deal pre-merger by the United States Department of Justice and a lawsuit by ten states. In both instances, T-Mobile made commitments to government regulators and a federal district court to continue to fiercely compete and at the same time help DISH emerge as a strong fourth competitor to replace Sprint. Neither promise was fulfilled.

In bringing this action, AT&T and Verizon subscribers seek to vindicate their rights under the antitrust laws for all nationwide wireless plan subscribers on AT&T or Verizon's network; they seek to undo the merger, create the viable fourth competitor that was promised, and recover damages for the overcharges sustained in the interim.

IN RE MISSION HEALTH ANTITRUST LITIGATION, NO. 1:22-CV-00114-MR-WCM (W.D. N.C.)

Lieff Cabraser and co-counsel represent consumer plaintiffs in litigation against HCA Healthcare/ Mission Health alleging the hospital giant is abusing its market power to prevent insurers from offering patients financial incentives to use lower cost or higher quality services offered by competitors. As described in detail in the class action complaint, HCA Healthcare and Mission Health have restricted competition in their respective health care markets, substantially and artificially inflating health care prices paid by plaintiffs and the proposed class member health plans. The lawsuit alleges that Mission Health's illegal practices have allowed it to reduce competition and keep its reimbursement rates to insurers higher than they otherwise would be, causing patients to pay significantly more for insurance as a result. The case against Mission Health is proceeding.

IN RE CALIFORNIA BAIL BOND ANTITRUST LITIG., 3:19-CV-00717-JST (N.D. CAL.)

Lieff Cabraser serves as Interim lead Class Counsel for a proposed class of purchasers of bail bonds in California. This first-of-its-kind class action antitrust case brought by Lieff Cabraser and leading non-profit worker rights organizations alleges that California insurance companies, sureties and bail agents

have conspired to unlawfully inflate California bail bond premiums since 2004. We serve as Lead Interim Class Counsel representing the California plaintiffs alleging illegal price-fixing and collusion agreements to eliminate competitive pricing to consumers. Plaintiffs have successfully overcome the preponderance of defendants' claims of immunity, and have shown sufficient facts of a plausible antitrust conspiracy, reinforcing the principle that antitrust laws can significantly impact intentional inequities and advance the cause of economic justice. In November 2022, the Court denied defendants' motion to dismiss claims from the suit. The litigation is ongoing.

IN RE TELESCOPES ANTITRUST LITIGATION, CASE NO. 5:20-CV-03639-EJD (N.D. CAL.)

We serve as Interim Lead Counsel for indirect purchasers of amateur telescopes who allege an illegal price-fixing and market allocation scheme intended to monopolize the consumer telescope manufacture and distribution markets. As a result of this conduct, purchasers of consumer telescopes have been illegally overcharged hundreds of millions of dollars for telescopes since at least 2005. As the class action complaint alleges, manufacturers Synta and Ningbo Sunny leveraged their 80% share of the U.S. telescope market to improperly set prices and monopolize the consumer telescope market in violation of antitrust law.

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION, MDL NO. 2724 (E.D. PA.)

Beginning in February 2015, Lieff Cabraser conducted an extensive investigation into dramatic price increases of certain generic prescription drugs. Lieff Cabraser worked alongside economists and industry experts and interviewed industry participants to evaluate possible misconduct. In December of 2016, Lieff Cabraser, with co-counsel, filed the first case alleging price-fixing of Levothyroxine, the primary treatment for hypothyroidism, among the most widely prescribed drugs in the world. Lieff Cabraser also played a significant role in similar litigation over the drug Propranolol, and the drug Clomipramine. These cases, and other similar cases, were consolidated and transferred to the Eastern District of Pennsylvania as In Re: Generic Pharmaceuticals Pricing Antitrust Litigation, MDL No. 2724. Lieff Cabraser is a member of the End-Payer Plaintiffs' Steering Committee.

IN RE LITHIUM-ION BATTERIES ANTITRUST LITIGATION, MDL NO. 2420 (N.D. CAL.)

Lieff Cabraser serves as Co-Lead Counsel representing indirect purchasers in a class action filed against LG, GS Yuasa, NEC, Sony, Sanyo, Panasonic, Hitachi, LG Chem, Samsung, Toshiba, and Sanyo for allegedly conspiring from 2002 to 2011 to fix and raise the prices of lithium-ion rechargeable batteries. The defendants are the world's leading manufacturers of lithium-ion rechargeable batteries, which provide power for a wide variety of consumer electronic products. As a result of the defendants' alleged anticompetitive and unlawful

conduct, consumers across the U.S. paid artificially inflated prices for lithium-ion rechargeable batteries. Lieff Cabraser and co-counsel have reached settlements totaling $113.45 million with all defendants.

SCHWAB SHORT-TERM BOND MARKET FUND, ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6409 (S.D.N.Y.); ***CHARLES SCHWAB BANK, N.A., ET AL. V. BANK OF AMERICA CORP., ET AL.***, NO. 11 CV 6411 (S.D.N.Y.); ***SCHWAB MONEY MARKET FUND, ET AL. V. BANK OF AMERICA CORP., ET AL.***, NO. 11 CV 6412 (S.D.N.Y.); ***THE CHARLES SCHWAB CORP., ET AL. V. BANK OF AMERICA CORP., ET AL.***, NO. 13 CV 7005 (S.D.N.Y.); AND ***BAY AREA TOLL AUTHORITY V. BANK OF AMERICA CORP., ET AL.***, NO. 14 CV 3094 (S.D.N.Y.) (COLLECTIVELY, "LIBOR")

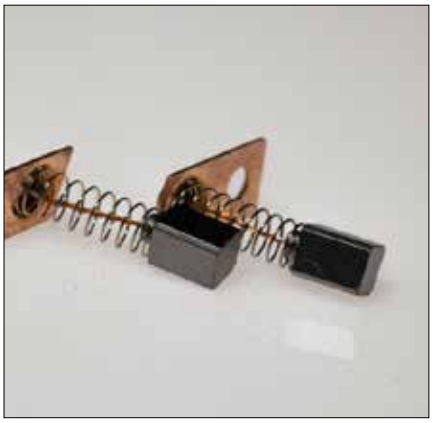
Lieff Cabraser serves as counsel for The Bay Area Toll Authority ("BATA"), as well as The Charles Schwab Corporation and certain Schwab Funds, in individual lawsuits against Bank of America Corporation, Credit Suisse Group AG, JPMorgan Chase & Co., Citibank, Inc., and additional banks for allegedly manipulating the London Interbank Offered Rate ("LIBOR").

The complaints allege that beginning in 2007, the defendants conspired to understate their true costs of borrowing, causing the calculation of LIBOR to be set artificially low. As a result, Schwab, the Schwab Funds, and BATA received less than their rightful rates of return on their

LIBOR-based investments. The complaints assert claims under federal antitrust laws, the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), and the statutory and common law of California. The actions were transferred to the Southern District of New York for consolidated or coordinated proceedings with the LIBOR multidistrict litigation pending there.

IN RE CAPACITORS ANTITRUST LITIGATION, NO. 3:14-CV-03264 (N.D. CAL.)

Lieff Cabraser is a member of the Plaintiffs' Steering Committee representing indirect purchasers in an electrolytic and film price-fixing class action lawsuit filed against the world's largest manufacturers of capacitors, used to store and regulate current in electronic circuits and computers, phones, appliances, and cameras worldwide. Lieff Cabraser has played a central role in discovery efforts, and assisted in opposing Defendants' motions to dismiss and in opposing Defendants' motions for summary judgment. Settlements with defendants NEC Tokin Corp., Nitsuko Electronics Corp., and Okaya Electric Industries Co., Ltd. have received final approval, and a settlement with Hitachi Chemical and Soshin Electric Co., Ltd. has received preliminary approval. Discovery continues with respect to the remaining defendants.



IN RE DOMESTIC AIRLINE TRAVEL ANTITRUST LITIGATION, 1:15-MC-01404 (DISTRICT OF COLUMBIA)

Lieff Cabraser represents consumers in a class action lawsuit against the four largest U.S. airline carriers: American Airlines, Delta Air, Southwest, and United. These airlines collectively account for over 80 percent of all domestic airline travel. The complaint alleges that for years the airlines colluded to restrain capacity, eliminate competition in the market, and increase the price of domestic airline airfares in violation of U.S. antitrust law. The proposed class consists of all persons and entities who purchased domestic airline tickets directly from one or more defendants from July 2, 2011 to the present. In February 2016, Judge Kollar-Kotelly appointed Lieff Cabraser to the three-member Plaintiffs' Executive Committee overseeing this multidistrict airline price-fixing litigation. Defendants filed a motion to dismiss, which was denied in October 2016. Subsequently, a settlement with Southwest Airlines was granted preliminary approval. Litigation as to the remaining defendants continues.

INTERNATIONAL ANTITRUST CASES

Lieff Cabraser has significant experience and expertise in antitrust litigation in Europe. Lieff Cabraser partner Dr. Katharina Kolb, head of the firm's Munich office, has experience in all aspects of German and European competition law, particularly antitrust litigation matters following anti-competitive behavior established by European competition authorities including German Federal Cartel Office and the European Commission.

Currently, one of the firm's major international antitrust cases involves the European truck cartel,

which the European Commission fined more than €3.8 billion for colluding on prices and emissions technologies for more than 14 years. Lieff Cabraser is working with a range of funders to prosecute the claims of persons damaged by the European truck cartel, including many municipalities in Europe which purchased trucks for street cleaning, fire brigades, waste disposal, and other purposes.

Lieff Cabraser is also prosecuting other cartel damages cases in the EU, including the German quarto steel cartel, the German plant pesticides cartel, and the French meal voucher cartel, each of which have likely caused significant damages to customers.

ANTITRUST – Representative Achievements & Successes

IN RE: RESTASIS ANTITRUST LITIGATION, MDL NO. 2819 (E.D.N.Y.)

Lieff Cabraser serves as Co-Lead Counsel for indirect purchasers (third-party payors and consumers) of Restasis, a blockbuster drug used to treat dry-eye disease. With co-counsel, we filed the first two class actions on behalf of indirect purchasers of Restasis, alleging a broad-based and ongoing anticompetitive scheme by pharmaceutical giant Allergan to maintain a market monopoly. The complaints detail a complex scheme by Allergan to list invalid patents with the FDA, accompanied by sham transfers of the invalid patents, to secure immunity from challenge. This alleged scheme of government petitioning delayed competition from generic equivalents to Restasis that would have been just as safe and cheaper for consumers.

After several other lawsuits were filed, the Judicial Panel on Multidistrict Litigation granted Lieff Cabraser's motion to centralize all cases for pretrial proceedings. In late 2018, plaintiffs successfully defeated defendant's motion to dismiss the case. In May of 2020, the Court granted plaintiffs' class certification motion and plaintiffs' motion to exclude two of the defendant's experts, and the Second Circuit Court of Appeals denied defendant's appeal. In October 2021, the parties announced a settlement that will provide $30 million to indirect Restasis purchasers. In August 2022, the Court approved the settlement.

NASHVILLE GENERAL V. MOMENTA PHARMACEUTICALS, ET AL., NO. 3:15-CV-01100 (M.D. TENN.)

Lieff Cabraser represented AFCSME DC 37 and the Nashville General Hospital (the Hospital Authority of Metropolitan Government of Nashville) in a class-action antitrust case against defendants Momenta Pharmaceuticals and Sandoz, Inc., for their alleged monopolization of enoxaparin, the generic version of the anti-coagulant blood clotting drug Lovenox, a highly profitable drug with annual sales of more than $1 billion. The drug entered the market in 1995 and its patent was invalidated by the federal government in 2008, making generic production possible. The complaint alleged that defendants colluded to secretly bring the official batch-release testing standard for generics within the ambit of their patent, delaying the entry of the second generic competitor—a never-before-tried theory of liability. In 2019, the court certified a class of hospitals, third-party payors, and uninsured persons in 29 states and DC, appointing Lieff Cabraser sole lead counsel. In 2019, the parties agreed to a proposed settlement totaling $120 million, the second largest indirect-purchaser antitrust pharmaceutical settlement fund in history, after Cipro. On May 29, 2020, the Court granted final approval to the settlement.

IN RE DISPOSABLE CONTACT LENS ANTITRUST LITIGATION, MDL NO. 2626 (M.D. FLA.)

Lieff Cabraser represented consumers who purchased disposable contact lenses manufactured by Alcon Laboratories, Inc., Johnson & Johnson Vision Care, Inc., Bausch + Lomb, and Cooper Vision, Inc. The complaint challenged the use by contact lens manufacturers of minimum resale price maintenance agreements with independent eye care professionals (including optometrists and ophthalmologists) and wholesalers. These agreements, the complaint alleged, operate to raise retail prices and eliminate price competition and discounts on contact lenses, including from "big box" retail stores, discount buying clubs, and online retailers. As a result, consumers across the United States paid artificially inflated prices. The case settled.

SEAMAN V. DUKE UNIVERSITY, NO. 1:15-CV-00462 (M.D. N.C.)

Lieff Cabraser represented Dr. Danielle M. Seaman and a certified class of over 5,000 academic doctors at Duke and UNC in a class action lawsuit against Duke University and Duke University Health System. The complaint charged that Duke and UNC entered into an express, secret agreement not to compete for each other's faculty. The lawsuit sought to recover damages and obtain injunctive relief, including treble damages, for defendants' alleged violations of federal and North Carolina antitrust law.

On February 1, 2018, U.S. District Court Judge Catherine C. Eagles issued an order certifying a faculty class.

On September 24, 2019, Judge Eagles granted final approval to the proposed settlement of the case, valued at $54.5 million.

The settlement includes an unprecedented role for the United States Department of Justice to monitor and enforce extensive injunctive relief, which will ensure

that neither Duke nor UNC will enter into or enforce any unlawful no-hire agreements or similar restraints on competition. Assistant Attorney General Delrahim remarked: "Permitting the United States to become part of this settlement agreement in this private antitrust case, and thereby to obtain all of the relief and protections it likely would have sought after a lengthy investigation, demonstrates the benefits that can be obtained efficiently for the American worker when public and private enforcement work in tandem."

CIPRO CASES I AND II, JCCP NOS. 4154 AND 4220 (CAL. SUPR. CT.)

Lieff Cabraser represented California consumers and third party payors in a class action lawsuit filed in California state court charging that Bayer Corporation, Barr Laboratories, and other generic prescription drug manufacturers conspired to restrain competition in the sale of Bayer's blockbuster antibiotic drug Ciprofloxacin, sold as Cipro. Between 1997 and 2003, Bayer paid its would-be generic drug competitors nearly $400 million to refrain from selling more affordable versions of Cipro.

The trial court granted defendants' motion for summary judgment, and the California Court of Appeal affirmed in October 2011. Plaintiffs sought California Supreme Court review. The case was stayed after briefing pending the U.S. Supreme Court's decision in *FTC v. Actavis*.

Once the Supreme Court overturned lower federal court precedent from *Actavis* that pay-for-delay deals in the pharmaceutical industry are generally legal, plaintiffs and Bayer entered into settlement negotiations. In November 2013, the Trial Court approved a $74 million settlement with Bayer.

On May 7, 2015, the California Supreme Court reversed the grant of summary judgment to defendants and resoundingly endorsed the rights of consumers to challenge pharmaceutical pay-for-delay settlements under California competition law. Working to the brink of trial, the plaintiffs reached additional settlements with the remaining defendants that brought the total recovery to $399 million (exceeding plaintiffs' damages estimate by approximately $68 million), a result the trial court found "extraordinary." The trial court granted final approval on April 21, 2017, adding that it was "not aware of any case" that "has taken roughly 17 years," where, net of fees, end-payor "claimants will get basically 100 cents on the dollar[.]"

Lieff Cabraser's Cipro team received the 2017 American Antitrust Institute award for Outstanding Private Practice Antitrust Achievement Award for their extraordinary work on the Cipro case. For their work on the Cipro case, Lieff Cabraser partners Eric B. Fastiff, Brendan P. Glackin, and Dean M. Harvey shared *The California Lawyer* and *The Daily Journal* 2016 "California Lawyers of the Year" Award.

HALEY PAINT CO. V. E.I. DUPONT DE NEMOURS AND CO. ET AL., NO. 10-CV-00318-RDB (D. MD.)

Lieff Cabraser served as Co-Lead Counsel for direct purchasers of titanium dioxide in a nationwide class action lawsuit against E.I. Dupont De Nemours and Co., Huntsman International LLC, Kronos Worldwide Inc., and Cristal Global (fka Millennium Inorganic Chemicals,

Inc.), alleging a global cartel to fix the price of titanium dioxide, the world's most widely used pigment for providing whiteness and brightness in paints, paper, plastics, and other products.

Plaintiffs charged that defendants coordinated increases in the prices for titanium dioxide despite declining demand, decreasing raw material costs, and industry overcapacity. Unlike some antitrust class actions, Plaintiffs proceeded without the benefit of any government investigation or proceeding. Plaintiffs overcame attacks on the pleadings, discovery obstacles, a rigorous class certification process that required two full rounds of briefing and expert analysis, and multiple summary judgment motions. In August 2012, the Court certified the class. Plaintiffs prepared fully for trial and achieved a settlement with the final defendant on the last business day before trial. In December 2013, the Court approved a series of settlements with defendants totaling $163 million.

IN RE MUNICIPAL DERIVATIVES LITIGATION, MDL NO. 1950 (S.D.N.Y.)

Lieff Cabraser represented the City of Oakland, the County of Alameda, City of Fresno, Fresno County Financing Authority, along with East Bay Delta Housing and Finance Agency, in a class action lawsuit brought on behalf of themselves and other California entities that purchased guaranteed investment contracts, swaps, and other municipal derivatives products

from Bank of America, N.A., JP Morgan Chase & Co., Piper Jaffray & Co., Societe Generale SA, UBS AG, and other banks, brokers and financial institutions. The complaint charged that defendants conspired to give cities, counties, school districts, and other governmental agencies artificially low bids for guaranteed investment contracts, swaps, and other municipal derivatives products, which are used by public entities to earn interest on bond proceeds.

The complaint further charged that defendants met secretly to discuss prices, customers, and markets for municipal derivatives sold in the U.S. and elsewhere; intentionally created the false appearance of competition by engaging in sham auctions in which the results were pre-determined or agreed not to bid on contracts; and covertly shared their unjust profits with losing bidders to maintain the conspiracy.

IN RE TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION, MDL NO. 1827 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel for direct purchasers in litigation against the world's leading manufacturers of Thin Film Transistor Liquid Crystal Displays. TFT-LCDs are used in flat-panel televisions as well as computer monitors, laptop computers, mobile phones, personal digital assistants, and other devices. Plaintiffs charged that defendants conspired to raise and fix the prices of TFT-LCD panels and certain

products containing those panels for over a decade, resulting in overcharges to purchasers of those panels and products.

In March 2010, the Court certified two nationwide classes of persons and entities that directly purchased TFT-LCDs from January 1, 1999 through December 31, 2006, one class of panel purchasers, and one class of buyers of laptop computers, computer monitors, and televisions that contained TFT-LCDs.

Over the course of the litigation, the classes reached settlements with all defendants except Toshiba. The case against Toshiba proceeded to trial. In July 2012, the jury found that Toshiba participated in the price-fixing conspiracy. The case was subsequently settled, bringing the total settlements in the litigation to over $470 million. For his outstanding work in the precedent-setting litigation, *California Lawyer* recognized Richard Heimann with a 2013 California Lawyer of the Year award.

IN THE MATTER OF THE ARBITRATION BETWEEN COPYTELE AND AU OPTRONICS, CASE NO. 50 117 T 009883 13 (INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION)

Lieff Cabraser successfully represented CopyTele, Inc. in a commercial dispute involving intellectual property. In 2011, CopyTele entered into an agreement with AU Optronics ("AUO") under which both companies would jointly develop two groups of products incorporating CopyTele's patented display technologies. CopyTele charged that AUO never had any intention of jointly developing the CopyTele technologies, and instead used the agreements to fraudulently obtain and transfer licenses of CopyTele's patented technologies. The case required the review of thousands of pages of documents in Chinese and in English culminating

in a two week arbitration hearing. In December 2014, after the hearing, the parties resolved the matter, with CopyTele receiving $9 million.

CALIFORNIA VITAMINS CASES, JCCP NO. 4076 (CAL. SUPR. CT.)

Lieff Cabraser served as Co-Liaison Counsel and Co-Chairman of the Plaintiffs' Executive Committee on behalf of a class of California indirect vitamin purchasers in every level of the chain of distribution alleging that certain vitamin manufacturers engaged in price fixing of particular vitamins. In January 2002, the Court granted final approval of a $96 million settlement. In December 2006, the Court granted final approval to over $8.8 million in additional settlements.

MEIJER V. ABBOTT LABORATORIES, CASE NO. C 07-5985 CW (N.D. CAL.)

Lieff Cabraser served as co-counsel for the group of retailers charging that Abbott Laboratories monopolized the market for AIDS medicines used in conjunction with Abbott's prescription drug Norvir. These drugs, known as Protease Inhibitors, have enabled patients with HIV to fight off the disease and live longer. In January 2011, the Court denied Abbott's motion for summary judgment on plaintiffs' monopolization claim. Trial commenced in February 2011. After opening statements and the presentation of four witnesses and evidence to the jury, plaintiffs and Abbott Laboratories entered into a $52 million settlement. The

Court granted final approval to the settlement in August 2011.

SULLIVAN V. DB INVESTMENTS, NO. 04-02819 (D. N.J.)

Lieff Cabraser served as Class Counsel for consumers who purchased diamonds from 1994 through March 31, 2006, in a class action lawsuit against the De Beers group of companies. Plaintiffs charged that De Beers conspired to monopolize the sale of rough diamonds in the U.S. In May 2008, the District Court approved a $295 million settlement for purchasers of diamonds and diamond jewelry, including $130 million to consumers. The settlement also barred De Beers from continuing its illegal business practices and required De Beers to submit to the jurisdiction of the Court to enforce the settlement. In December 2011, the Third Circuit Court of Appeals affirmed the District Court's order approving the settlement. 667 F.3d 273 (3rd Cir. 2011).

The hard-fought litigation spanned several years and countries. Despite the tremendous resources available to the U.S. Department of Justice and state attorney generals, it was only through the determination of plaintiffs' counsel that De Beers was finally brought to justice and the rights of consumers were vindicated. Lieff Cabraser attorneys played key roles in negotiating the settlement and defending it on appeal. Discussing the DeBeers case, *The National Law Journal* noted that Lieff Cabraser was "among the plaintiffs' firms that weren't afraid to take on one of the business world's great white whales."

MARCHBANKS TRUCK SERVICE V. COMDATA NETWORK, NO. 07-CV-01078 (E.D. PA.)

In July 2014, the Court approved a $130 million settlement of a class action brought by truck stops and other retail fueling facilities that paid percentage-based transaction fees to Comdata on proprietary card transactions using Comdata's over-the-road fleet card. The complaint challenged arrangements among Comdata, its parent company Ceridian LLC, and three national truck stop chains: defendants TravelCenters of America LLC and its wholly owned subsidiaries, Pilot Travel Centers LLC and its predecessor Pilot Corporation, and Love's Travel Stops & Country Stores, Inc. The alleged anticompetitive conduct insulated Comdata from competition, enhanced its market power, and led to independent truck stops' paying artificially inflated transaction fees.

In addition to the $130 million payment, the settlement required Comdata to change certain business practices that will promote competition among payment cards used by over-the-road fleets and truckers and lead to lower merchant fees for the independent truck stops. Lieff Cabraser served as Co-Lead Class Counsel in the litigation.

NATURAL GAS ANTITRUST CASES, JCCP NOS. 4221, 4224, 4226 & 4228 (CAL. SUPR. CT.)

In 2003, the Court approved a landmark of $1.1 billion settlement in class action litigation against El Paso Natural Gas Co. for manipulating the market for natural gas pipeline transmission capacity into California. Lieff Cabraser served as Plaintiffs' Co-Lead Counsel and Co-Liaison

Counsel in the Natural Gas Antitrust Cases I-IV. In June 2007, the Court granted final approval to a $67.39 million settlement against a group of natural gas suppliers. Plaintiffs charged defendants with manipulating the price of natural gas in California during the California energy crisis of 2000-2001 by a variety of means, including falsely reporting the prices and quantities of natural gas transactions to trade publications, which compiled daily and monthly natural gas price indices; prearranged wash trading; and, in the case of Reliant, "churning" on the Enron Online electronic trading platform, which was facilitated by a secret netting agreement between Reliant and Enron. The 2007 settlement followed a settlement reached in 2006 for $92 million with other energy suppliers.

WHOLESALE ELECTRICITY ANTITRUST CASES I & II, JCCP NOS. 4204 & 4205 (CAL. SUPR. CT.)

Lieff Cabraser served as Co-Lead Counsel in the private class action litigation against Duke Energy Trading & Marketing, Reliant Energy, and The Williams Companies for claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-2001. Extending the landmark victories for California residential and business consumers of electricity, in September 2004, plaintiffs reached a $206 million settlement with Duke Energy Trading

& Marketing, and in August 2005, plaintiffs reached a $460 million settlement with Reliant Energy, settling claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-01. Lieff Cabraser earlier entered into a settlement for over $400 million with The Williams Companies.

IN RE BUSPIRONE ANTITRUST LITIGATION, MDL NO. 1413 (S.D.N.Y.)

In November 2003, Lieff Cabraser obtained a $90 million cash settlement for individual consumers, consumer organizations, and third party payers that purchased BuSpar, a drug prescribed to alleviate symptoms of anxiety. Plaintiffs alleged that Bristol-Myers Squibb Co. (BMS), Danbury Pharmacal, Inc., Watson Pharmaceuticals, Inc. and Watson Pharma, Inc. entered into an unlawful agreement in restraint of trade under which BMS paid a potential generic manufacturer of BuSpar to drop its challenge to BMS' patent and refrain from entering the market. Lieff Cabraser served as Plaintiffs' Co-Lead Counsel.

IN RE LUPRON MARKETING AND SALES PRACTICES LITIGATION, MDL NO. 1430 (D. MASS.)

In May 2005, the Court granted final approval to a settlement of a class action lawsuit by patients, insurance companies and health and welfare benefit plans that paid for Lupron, a prescription drug used to treat prostate cancer, endometriosis and precocious puberty. The settlement requires the defendants, Abbott Laboratories, Takeda Pharmaceutical Company Limited, and TAP Pharmaceuticals, to pay $150 million, inclusive of costs and fees, to persons or entities who paid for Lupron from January 1, 1985 through March 31, 2005. Plaintiffs charged that the defendants conspired to overstate the drug's average wholesale price ("AWP"), which resulted in plaintiffs paying more for Lupron than they should have paid. Lieff Cabraser served as Co-Lead Plaintiffs' Counsel.

IN RE CARPET ANTITRUST LITIGATION, MDL NO. 1075 (N.D. GA.)

Lieff Cabraser served as Class Counsel and a member of the trial team for a class of direct purchasers of twenty-ounce level loop polypropylene carpet. Plaintiffs, distributors of polypropylene carpet, alleged that Defendants, seven manufacturers of polypropylene carpet, conspired to fix the prices of polypropylene carpet by agreeing to eliminate discounts and charge inflated prices on the carpet. In 2001, the Court approved a $50 million settlement of the case.

IN RE LASIK/PRK ANTITRUST LITIGATION, NO. CV 772894 (CAL. SUPR. CT.)

Lieff Cabraser served as a member of Plaintiffs' Executive Committee in class actions brought on behalf of persons who underwent Lasik/PRK eye surgery. Plaintiffs alleged that defendants, the manufacturers of the laser system used for the laser vision correction surgery, manipulated fees charged to ophthalmologists and others who performed the surgery, and that the overcharges were passed onto consumers who paid for laser vision correction surgery. In December 2001, the Court approved a $12.5 million settlement of the litigation.

METHIONINE CASES I AND II, JCCP NOS. 4090 & 4096 (CAL. SUPR. CT.)

Lieff Cabraser served as Co-Lead Counsel on behalf of indirect purchasers of methionine, an amino acid used primarily as a poultry and swine feed additive to enhance growth and production. Plaintiffs alleged that the companies illegally conspired to raise methionine prices to super-competitive levels. The case settled.

IN RE ELECTRICAL CARBON PRODUCTS ANTITRUST LITIGATION, MDL NO. 1514 (D.N.J.)

Lieff Cabraser represented the City and County of San Francisco and a class of direct purchasers of carbon brushes and carbon collectors on claims that producers fixed the price of carbon brushes and carbon collectors in violation of the Sherman Act. The case settled.

LABOR-ANTITRUST

Our antitrust group pioneered the expansion of antitrust litigation into anti-competitive behavior by high-tech giants, national and international corporations, and dominant franchise operations all working illegally to suppress the pay, mobility, and opportunities of their employees. We have spearheaded a series of highly successful anti-competition "no-poach" antitrust lawsuits on behalf of employees at universities, medical schools, high-tech companies, hospitals, fast-food franchises, railway systems, as well as other industries.

Representative Current Cases

ROE V. SURGICAL CARE AFFILIATES, LLC., ET AL., CASE NO. 1:21-CV-00305-ARW-SRH (N.D. ILL.)

We have been appointed Co-Lead Counsel for plaintiffs in a consolidated federal class action lawsuit against medical care center giant Surgical Care Affiliates for violations of U.S. antitrust laws. The civil case comes in the wake of a federal indictment regarding SCA's alleged antitrust violations, and alleges that employee compensation and mobility were criminally suppressed at Surgical Care Affiliates via illegal agreements between SCA and its competitors not to compete for each other's senior employees.

Representative Achievements & Successes

IN RE: RAILWAY INDUSTRY EMPLOYEE NO-POACH ANTITRUST LITIGATION, MDL NO. 2850 (W.D. PA.)

In late 2018, Lieff Cabraser was selected as interim Co-Lead Counsel for plaintiffs in the consolidated "no-poach" employee antitrust litigation against rail equipment companies Knorr-Bremse and Wabtec, the world's dominant rail equipment suppliers. The complaint charged that the companies entered into unlawful agreements with one another not to compete for each other's employees. Plaintiffs alleged that these agreements spanned several years, were monitored and enforced by Defendants' senior executives, and achieved their desired goal of suppressing employee compensation and mobility below competitive levels. Plaintiffs' vigorous prosecution of the case led to settlements with both defendants of $48.95 million, which was approved on August 26, 2020.

SEAMAN V. DUKE UNIVERSITY AND DUKE UNIVERSITY HEALTH SYSTEM, CASE NO. 1:15-CV-00462-CCE-JLW (M.D. N.C.)

We won a $54.5 million settlement and the American Antitrust Institute's 2019 award for "Outstanding Antitrust Litigation Achievement in Private Law Practice" representing a class of over 5,000 academic doctors in a federal class action against Duke University and the UNC Health Care System alleging that their agreement not to compete for certain of each other's employees (a "No-Hire" pact) illegally suppressed employee compensation. The settlement includes an unprecedented role for the U.S. Department of Justice to monitor and enforce extensive injunctive relief.

BINOTTI V. DUKE UNIVERSITY, CASE NO. 1:20-CV-00470 (M.D. N.C.)

We won a $19 million settlement representing a class of thousands of faculty members in a federal class action against Duke University and UNC alleging that their illegal agreement not to compete for certain of each other's employees (a "No-Hire" pact) suppressed employee compensation and mobility. The litigation follows a prior case Lieff Cabraser successfully resolved with respect to Duke and UNC medical faculty, which led to a certified class of all doctors of the two schools with an academic appointment, and a class settlement of $54.5 million.

IN RE HIGH-TECH EMPLOYEE ANTITRUST LITIGATION, NO. 11 CV 2509 (N.D. CAL.).

Lieff Cabraser served as Co-Lead Class Counsel in a consolidated class action charging that Adobe Systems Inc., Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm Ltd., and Pixar violated antitrust laws by conspiring to suppress the pay of technical, creative, and other

salaried employees. The complaint alleged that the conspiracy among defendants restricted recruiting of each other's employees. On October 24, 2013, U.S. District Court Judge Lucy H. Koh certified a class of approximately 64,000 persons who worked in Defendants' technical, creative, and/or research and development jobs from 2005-2009. On September 2, 2015, the Court approved a $415 million settlement with Apple, Google, Intel, and Adobe. Earlier, on May 15, 2014, the Court approved partial settlements totaling $20 million resolving claims against Intuit, Lucasfilm, and Pixar. *The Daily Journal* described the case as the "most significant antitrust employment case in recent history," adding that it "has been widely recognized as a legal and public policy breakthrough."

CIVIL RIGHTS & SOCIAL JUSTICE

Lieff Cabraser has an entire practice group dedicated to its clients' civil rights in the workplace. In addition, Lieff Cabraser has a long and deep commitment to pro bono and other case work in support of diversity, equity, and social justice.

Representative Current Cases

On an on-going basis, Lieff Cabraser participates in pro bono representation through the Justice & Diversity Center (JDC) of the Bar Association of San Francisco, including in its Eviction Defense Project helping to prevent displacement and homelessness in San Francisco. Every summer, Lieff Cabraser also participates in JDC's Homeless Advocacy Project as part of the firm's summer associate program client work. Lieff Cabraser also takes on numerous special pro bono projects.

Representative Successes & Achievements

SCHOLL V. MNUCHIN, ET AL., NO. 4:20-CV-05309-PJH (N.D. CAL.)

In March 2020, in response to Covid-19 financial distress, Congress passed the CARES Act to provide economic stimulus payments to most Americans. Trump government agencies thereafter arbitrarily denied relief to America's incarcerated. Lieff Cabraser and co-counsel Equal Justice Society filed suit against the government in an extraordinary and resoundingly successful effort to win back CARES Act benefits for 2 million incarcerated Americans. A veritable army of paralegals fielded thousands upon thousands of inquiries, including via a new website receiving 725,000+ visits in mere months. By 2021, these efforts won $1.465 billion in economic assistance for vulnerable people in American prisons, and contributed powerfully to the body of law permitting IRS policies to be challenged under the APA in federal court. This is the largest financial settlement by far in U.S. history for a purposefully disenfranchised group.

"HOW TO BE A GOOD ALLY" CONFERENCE, 2017

In late 2016, Kelly M. Dermody, then-Chair of the firm's Labor & Employment practice group and San Francisco office Managing Partner, conceived and coordinated the enormously successful SF Bay Area "How to be a Good Ally" project and symposium, attended by 1,300 legal professionals. The symposium, held in San Francisco in January 2017, united scores of California and national non-profit organizations with the legal community in an effort to assist communities in need, including in the areas of hate crimes and Anti-Semitism, government targeting of Muslims, attacks on immigrants and the undocumented, domestic violence and sexual assault, healthcare for people with disabilities and medical vulnerabilities, backlash against the LGBT community, criminalization of communities of color, reproductive rights, worker justice, and saving the environment.

"TIME'S UP" PROJECT

On January 2, 2018, a group of five Lieff Cabraser attorneys joined 300 prominent actresses, female agents, writers, directors, producers, and entertainment executives, as well as many other lawyers nationwide in the new "Time's Up" initiative in a concerted effort to combat sexual harassment, discrimination, and abuse in the workplace. The initiative begins with a new legal defense fund, intended to aid less-privileged women in protecting themselves from sexual misconduct; proposals of legislation to penalize companies that allow persistent harassment and discourage the use of nondisclosure agreements for silencing victims; as well as an ongoing drive to reach gender parity at studios and talent agencies.

HOGUE V. HOGUE, NO. C083285 (3D CIRCUIT CALIFORNIA COURT OF APPEAL)

On September 29, 2017, Lieff Cabraser secured a unanimous victory in the California Court of Appeal for a pro bono client who sought a restraining order against her ex-husband. The case, *Hogue v. Hogue*, resolved an issue of first impression in the California courts as to whether California may assert

jurisdiction over an out-of-state defendant who makes cyber threats against a California resident. Lieff Cabraser worked with the non-profit organization, Family Violence Appellate Project.

SANCTUARY JURISDICTIONS CASES

On June 28, 2017, Lieff Cabraser and a coalition of 48 cities and counties across the U.S. filed an amicus brief in San Francisco federal court to support the cases filed by the County of Santa Clara and the City and County of San Francisco asking the federal courts to reject the Trump Administration's efforts to dismiss cases seeking to halt the Executive Order threatening the withdrawal of federal funds from so-called "sanctuary jurisdictions," explaining that the Executive Order is unconstitutional and that the public will suffer irreparable harm unless the court leaves its preliminary injunction in place. The brief followed earlier, similar amicus briefs in the cases from our firm in March of 2017. The cases, *County of Santa Clara v. Trump*, Case No. 5:17-cv-00574, and City and County of *San Francisco v. Trump*, Case No. 3:17-cv-00485, are currently pending before the Honorable United States Judge William H. Orrick. On November 20, 2017, Judge Orrick permanently blocked the Order attempting to cut federal funding from cities that restrict cooperation with U.S. immigration authorities. "President Trump might be able to tweet whatever comes to mind, but he can't grant himself new authority because he feels like it," the judge said in a statement.

MONK V. SHULKIN (Fed. Circuit Court of Appeal)

In the summer of 2016, Lieff Cabraser filed an amicus brief on behalf of Administrative Law Professors and Complex Litigation Law Professors in *Monk v. Shulkin* in the United States Court of Appeals for the Federal Circuit in support of Conley F. Monk, Jr.'s petition to certify a class action over the claims of thousands of veterans whose benefits claims had been delayed or denied. Citing in part that amicus brief, on April 26, 2017, the Court issued a precedential opinion holding, for the first time, that the Veterans Courts have authority to certify classes in the absence of an express Rule 23 or similar device to promote efficiency and fairness.

LUSARDI V. MCHUGH, MDL NO. 1827 (N.D. CAL.)

On April 1, 2015, Lieff Cabraser secured a precedent-setting victory before the Equal Employment Opportunity Commission in which the Commission held that denial of access to the bathroom of one's gender identity is unlawful sex discrimination in violation of federal Title VII of the Civil Rights Act of 1964. Lieff Cabraser, along with Transgender Law Center, represented Tamara Lusardi, a transgender woman who transitioned while working for a military defense contractor in Alabama, and was thereafter harassed and denied access to the women's bathroom. Since this case, Lieff Cabraser has been an ongoing and frequent collaborator with Transgender Law Center on research and litigation strategy work.

MARRIAGE EQUALITY

Lieff Cabraser took an active role in support of marriage equality in California and nationwide. On March 5, 2015, Lieff Cabraser joined 378 businesses to ask the United States Supreme Court to strike down state law bans on same-sex marriage in connection with the pending case, *Obergefell v. Hodges*. On Friday, June 26, 2015, the U.S. Supreme Court made history in Obergefell by ruling that the U.S. Constitution protects the rights of same-sex couples to become legally married everywhere in the country.

Lieff Cabraser previously participated as an amicus party in the similar employer brief filed in the 2013 landmark United States Supreme Court case, United *States v. Windsor* (the challenge to the federal Defense of Marriage Act), and served as amici counsel in connection with the 2013 United States Supreme Court case challenging California's Proposition 8, *Perry v. Hollingsworth*.

Earlier, before the California Supreme Court in *Strauss v. Horton*, 46 Cal. 4th 364 (2008), Lieff Cabraser served as Amici Curiae counsel for forty bar and legal advocacy non-profit organizations throughout California and nationwide. Amici Curiae argued that Proposition 8's denial of equal protection to a class of individuals with respect to a fundamental right violated the California Constitution.

CRUZ V. U.S., ESTADOS UNIDOS MEXICANOS, WELLS FARGO BANK, ET AL., No. 01-0892-CRB (N.D. Cal.)

Working with co-counsel, Lieff Cabraser succeeded in correcting an

injustice that dated back 60 years. The case was brought on behalf of Mexican workers and laborers, known as Braceros ("strong arms"), who came from Mexico to the United States pursuant to bilateral agreements from 1942 through 1946 to aid American farms and industries hurt by employee shortages during World War II in the agricultural, railroad, and other industries. As part of the Braceros program, employers held back 10% of the workers' wages, which were to be transferred via United States and Mexican banks to savings accounts for each Bracero. The Braceros were never reimbursed for the portion of their wages placed in the forced savings accounts.

Despite significant obstacles including the aging and passing away of many Braceros, statutes of limitation hurdles, and strong defenses to claims under contract and international law, plaintiffs prevailed in a settlement in February 2009. Under the settlement, the Mexican government provided a payment to Braceros, or their surviving spouses or children, in the amount of approximately USD$3,500.

HOLOCAUST CASES

Lieff Cabraser was one of the leading firms that prosecuted claims by Holocaust survivors and the heirs of Holocaust survivors and victims against banks and private manufacturers and other corporations who enslaved and/or looted the assets of Jews and other minority groups persecuted by the Nazi Regime during the Second World War era. The firm served as Settlement Class Counsel in the case against the Swiss banks for which the Court approved a U.S. $1.25 billion settlement in July 2000. Lieff Cabraser donated its attorneys' fees in the Swiss Banks case, in the amount of $1.5 million, to endow a Human Rights clinical chair at Columbia University Law School. The firm was also active in slave labor and property litigation against German and Austrian defendants, and Nazi-era banking litigation against French banks. In connection therewith, Lieff Cabraser participated in multi-national negotiations that led to Executive Agreements establishing an additional approximately U.S. $5 billion in funds for survivors and victims of Nazi persecution.

Commenting on the work of Lieff Cabraser and co-counsel in the litigation against private German corporations, entitled In re Holocaust Era German Industry, Bank & Insurance Litigation (MDL No. 1337), U.S. District Court Judge William G. Bassler stated on November 13, 2002:

"Up until this litigation, as far as I can tell, perhaps with some minor exceptions, the claims of slave and forced labor fell on deaf ears. You can say what you want to say about class actions and about attorneys, but the fact of the matter is, there was no attention to this very, very large group of people by Germany, or by German industry until these cases were filed. . . . What has been accomplished here with the efforts of the plaintiffs' attorneys and defense counsel is quite incredible. . . . I want to thank counsel for the assistance in bringing us to where we are today. Cases don't get settled just by litigants. It can only be settled by competent, patient attorneys."

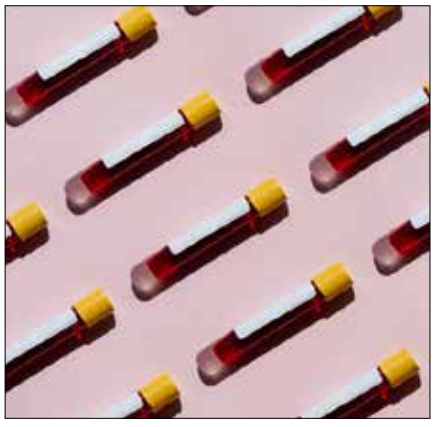
CONSUMER PROTECTION

Lieff Cabraser has been fighting to uphold the rights of consumers for over 50 years. Deceptive and fraudulent practices including false advertising, bait and switch marketing, phony bookkeeping disclosures, unconscionable pricing, and charging for services never provided are just a few of the many unfair and deceptive practices rogue players use to defraud and steal from consumers. These deceptive business practices also distort the marketplace by allowing dishonest businesses to gain unfair advantage over ethical competitors. We are proud of our ongoing successes in prosecuting scores of consumer class action lawsuits against many of the largest U.S. banks, financial service companies, telecommunications companies, and other corporations. Working with co-counsel, we have achieved judgments and settlements in excess of $20 billion for consumers in these cases.

Representative Current Cases

IN RE ARIZONA THERANOS, INC. LITIGATION, NO. 2:16-CV-2138-HRH (D. ARIZ.)

This class action lawsuit alleges that Walgreens and startup company Theranos Inc. (along with its two top executives) committed fraud and battery by prematurely marketing to consumers blood testing services that were still in-development, not ready-for-market, and dangerously unreliable. Hundreds of thousands of consumers in Arizona and California submitted to these "testing" services and blood draws under false pretenses. Consumers also made major health decisions (including taking actions and medication, and refraining from taking actions and medications) in reliance on these unreliable tests. Plaintiffs allege that Walgreens' and Theranos' conduct violates Arizona and California consumer protection statutes and common law.



EXPRESS FREIGHT INTERNATIONAL, ET AL. V. HINO MOTORS, LTD., ET AL., CASE NO. 1-22-CV-22483-DPG (S.D. FL.)

In August of 2022, Lieff Cabraser and co-counsel filed a federal class action complaint against Hino Motors and related entities alleging another instance in the now-pervasive problem across the automotive industry: automaker schemes about vehicle emissions and related performance. As with other well-known instances of emissions fraud — the Volkswagen "Clean Diesel" case; the Fiat Chrysler "EcoDiesel" case; the "Audi CO2" gasoline case; the Mercedes-Benz BlueTEC case; and the data manipulation scandals by Japanese automakers Mitsubishi Motors, Suzuki, Mazda, and Yamaha are just a few examples — the Plaintiffs in Express *Freight v. Hino* allege that the Defendants in the case illegally manipulated emissions and fuel economy test results for Hino-branded trucks in the United States.

The case relates to tens of thousands of Hino trucks sold in the U.S. with allegedly hidden defects that increased their toxic emissions beyond what the law allowed and what owners and lessees bargained for. Plaintiffs allege the scheme may implicate Hino branded vehicles in model years 2004-2021 that contain a Hino A05C, A09C, E13C, NO4C, J05D, J05E or J08E diesel engine, including but not limited to the following models: Hino 155, 195, 238, 258, 268, 338, M series, L series and XL series (the "Class Trucks"). As alleged in the Complaint, as a result of Defendants' "Emissions and Fuel Economy Scheme," damaged purchasers and lessees of these trucks. The litigation is ongoing.

IN RE: AME CHURCH EMPLOYEE RETIREMENT FUND LITIGATION, MDL 3035 (W.D.TENN.)

Lieff Cabraser serves on the Plaintiffs Steering Committee in multidistrict litigation on behalf of clergy and other employees of the African Methodist Episcopal Church who had almost $90 million of their retirement funds misappropriated. The litigation has been centralized in the Western District of Tennessee and includes as defendants church officials, the church's investment advisors, and others.

TELEPHONE CONSUMER PROTECTION ACT LITIGATION

Lieff Cabraser serves as a leader in nationwide Telephone Consumer Protection Act ("TCPA") class actions challenging abusing and harassing automated calls. Based

on Lieff Cabraser's experience and expertise in these cases, courts have appointed Lieff Cabraser as co-lead counsel in certified TCPA class actions against DIRECTV. *Brown v. DirecTV, LLC*, No. CV 13-1170 DMG (EX), 2019 WL 1434669 (C.D. Cal. Mar. 29, 2019); *Cordoba v. DirecTV, LLC*, 320 F.R.D. 582 (N.D. Ga. 2017). Lieff Cabraser also maintains leadership roles in ongoing nationwide class actions against several other companies that make automated debt-collection or telemarketing calls, including National Grid (*Jenkins v. National Grid USA, et al.*, Case No. 2:15-cv-01219-JS-GRB (E.D.N.Y.) Lieff Cabraser also maintains leadership roles in ongoing nationwide class actions against several other companies that make automated debt-collection or telemarketing calls.

MOORE V. VERIZON COMMUNICATIONS, NO. 09-CV-01823-SBA (N.D. CAL.); ***NWABUEZE V. AT&T***, NO. 09-CV-1529 SI (N.D. CAL.); ***TERRY V. PACIFIC BELL TELEPHONE CO.***, NO. RG 09 488326 (ALAMEDA COUNTY SUP. CT.)

Lieff Cabraser, with co-counsel, represents nationwide classes of landline telephone customers subjected to the deceptive business practice known as "cramming." In this practice, a telephone company bills customers for unauthorized third-party charges assessed by billing aggregators on behalf of third-party providers. A U.S. Senate committee has estimated that Verizon, AT&T, and Qwest place 300 million such charges on customer bills each year (amounting to $2 billion in charges), many of which are unauthorized. Various sources estimate that 90-99% of third-party charges are unauthorized. Both Courts have granted preliminary approval of settlements that allow customers to receive 100% refunds for all unauthorized charges from 2005 to the present, plus extensive injunctive relief to prevent cramming in the future. The *Nwabueze* and *Terry* cases are ongoing.

WHITE V. EXPERIAN INFORMATION SOLUTIONS, NO. 05-CV-1070 DOC (C.D. CAL.)

In 2005, plaintiffs filed nationwide class action lawsuits on behalf of 750,000 claimants against the nation's three largest repositories of consumer credit information, Experian Information Solutions, Inc., Trans Union, LLC, and Equifax Information Services, LLC. The complaints charged that defendants violated the Fair Credit Reporting Act ("FCRA") by recklessly failing to follow reasonable procedures to ensure the accurate reporting of debts discharged in bankruptcy and by refusing to adequately investigate consumer disputes regarding the status of discharged accounts.

In April 2008, the District Court approved a partial settlement of the action that established an historic injunction. This settlement required defendants comply with detailed procedures for the retroactive correction and updating of consumers' credit file information concerning discharged debt (affecting one million consumers who had filed for bankruptcy dating back to 2003), as well as new procedures to ensure that debts subject to future discharge orders will be similarly treated. As noted by the District Court, "Prior to the injunctive relief order entered in the

instant case, however, no verdict or reported decision had ever required Defendants to implement procedures to cross-check data between their furnishers and their public record providers." In 2011, the District Court approved a $45 million settlement of the class claims for monetary relief. In April 2013, the Court of Appeals for the Ninth Circuit reversed the order approving the monetary settlement and remanded the case for further proceedings.

MARCUS A. ROBERTS ET AL. V. AT&T MOBILITY LLC., NO. 3:15-CV-3418 (N.D. CAL.)

Lieff Cabraser represents consumers in a proposed class action lawsuit against AT&T claiming that AT&T falsely advertised that its "unlimited" mobile phone plans provide "unlimited" data, while purposefully failing to disclose that it regularly "throttles" (i.e., intentionally slows) customers' data speed once they reach certain data usage thresholds. The lawsuit also challenges AT&T's attempts to force consumers into non-class arbitration, claiming that AT&T's arbitration clause in its Wireless Customer Agreement violates consumers' fundamental constitutional First Amendment right to petition courts for a redress of grievances.

ZF-TRW AIRBAG SAFETY DEFECT LAWSUITS

In 2019, Lieff Cabraser and co-counsel filed a federal class action

lawsuit in California on behalf of consumers across the U.S. against Hyundai Motor America, Kia Motor America, and ZF-TRW Automotive Holding Corp. over defective vehicle airbags that fail to operate during crashes due to electrical overstress. As detailed in the Complaint, a defect in the application specific integrated circuit built into the airbags causes a failure in the Airbag Control Unit that prevents the airbags and the seat belt pre-tensioners, both vital to maximizing safety in a vehicle crash, from deploying. As the Complaint further alleges, ZF-TRW, Hyundai, and Kia became aware of the ACU defect as early as 2011, but did nothing to protect consumers or warn of the product dangers until 2018. Further, reports indicate there are no warning signs of the problem, so owners and lessees have no way of knowing the airbag and belt failures will happen.

JAMES V. UMG RECORDINGS, INC., NO. CV-11-1613 (N.D. CAL); ***ZOMBIE V. UMG RECORDINGS, INC.***, NO. CV-11-2431 (N.D. CAL)

Lieff Cabraser and its co-counsel represent music recording artists in a proposed class action against Universal Music Group. Plaintiffs allege that Universal failed to pay the recording artists full royalty income earned from customers' purchases of digitally downloaded music from vendors such as Apple iTunes. The complaint alleges that Universal licenses plaintiffs' music to digital download providers, but in its accounting of the royalties plaintiffs have earned, treats such licenses as "records sold" because royalty rate for "records sold" is lower than the royalty rate for licenses. Plaintiffs legal claims include breach of contract and violation of California unfair competition laws. In November 2011 the Court denied defendant's motion to dismiss plaintiffs' unfair competition law claims.

VOLKSWAGEN/PORSCHE EMISSION & FUEL ECONOMY LITIGATION

Lieff Cabraser represented consumers nationwide in a class action against Porsche relating to vehicles that can experience worse fuel economy than promised and advertised. The complaint alleged that Porsche manipulated certain gas-powered vehicles to overstate their advertised fuel economy, and make them seem more ecofriendly than they actually were by securing fraudulent emissions certifications. In June of 2022, Porsche agreed to settle the case for $80 million, paying class members nearly 100% of their damages. In October 2022, the Court granted final approval to the settlement.

CONSUMER PROTECTION - Representative Successes

THE PEOPLE OF THE STATE OF CALIFORNIA V. J.C. PENNEY CORPORATION, INC., CASE NO. BC643036 (LOS ANGELES COUNTY SUP. CT); ***THE PEOPLE OF THE STATE OF CALIFORNIA V. KOHL'S DEPARTMENT STORES, INC.,*** CASE NO. BC643037 (LOS ANGELES COUNTY SUP. CT); ***THE PEOPLE OF THE STATE OF CALIFORNIA V. MACY'S, INC.,*** CASE NO. BC643040 (LOS ANGELES COUNTY SUP. CT); ***THE PEOPLE OF THE STATE OF CALIFORNIA V. SEARS, ROEBUCK AND CO., ET AL.,*** CASE NO. BC643039 (LOS ANGELES COUNTY SUP. CT)

Working with the office of the Los Angeles City Attorney, Lieff Cabraser and co-counsel represented the People of California in consumer fraud and false advertising civil enforcement actions against national retailers J.C. Penney, Kohl's, Macy's, and Sears alleging that each of these companies used "false reference pricing" schemes — whereby the companies were alleged to advertise products at a purported "discount" from false "original" or "regular" prices — to mislead customers into believing they were receiving bargains. The cases are now fully resolved.

FIAT CHRYSLER DODGE JEEP ECODIESEL LITIGATION, 17-MD-02777-EMC

Lieff Cabraser represented owners and lessors of affected Fiat Chrysler vehicles in litigation accusing Fiat Chrysler of using secret software to allow excess emissions in violation of the law for at least 104,000 2014-2016 model year diesel vehicles, including Jeep Grand Cherokees and Dodge Ram 1500 trucks with 3-liter diesel engines sold in the United States from late 2013 through 2016 (model years 2014, 2015, and 2016). In June 2017, Judge Edward M. Chen of the Northern District of California named Elizabeth Cabraser sole Lead Counsel for Plaintiffs and Chair of the Plaintiffs' Steering Committee for consolidated litigation of the case.

In May 2019, Judge Chen granted final approval to a $307.5 million settlement of the case, which provided eligible owners and lessees with substantial cash payments and an extended warranty following the completion of a government-mandated emissions modification to affected vehicles.

KONA COFFEE ADVERTISING FRAUD CLASS ACTION CORKER, ET AL. V. COSTCO WHOLESALE CORP., ET AL., NO. 1:19-CV-290 (W.D. WASH.)

In October 2023, U.S. District Judge Robert S. Lasnik granted final approval to the latest settlement in a lawsuit brought by Hawaiian farmers accusing retailers and suppliers of selling regular coffee under the name "Kona." Defendants have agreed to provide Kona farmers more than $122 million in economic relief, including $41 million in cash payments to the Kona growers and a host of labeling and business practice changes to ensure accurate and reliable labeling of Kona coffee products. In approving the latest settlement, Judge Lasnik described this litigation as one "of the most impressive class action cases I have dealt with in my time on the federal bench, and the results as "great for justice … a real result that makes people whole again."

Lieff Cabraser brought suit on behalf of the farmers in 2019, claiming that only coffee harvested from Hawaii's Big Island is actually Kona coffee, and that those companies — almost two dozen named in the original suit — were selling beans and ground coffee under the name without buying from them, in violation of the Lanham Act. The David vs. Goliath style case pitted three small, longtime Kona coffee farms against 22 major coffee suppliers and retailers, selling a variety of mislabeled coffee products across the country in multiple channels of commerce.

AMIN, ET AL. V. MERCEDES-BENZ USA, LLC, NO. 1:17-CV-01701-AT (N.D. GA.)

Lieff Cabraser successfully represented a class of Mercedes-Benz vehicle owners and lessees whose defective HVAC systems developed moldy odors. In 2020, Judge Amy Totenberg granted final approval to a settlement offering financial compensation and extended warranties. Judge Totenberg estimated the financial benefits of the settlement for the class at between $35.93 and $103.66 million.

HALE, ET AL. V. STATE FARM MUT. AUTO. INS. CO., ET AL., CASE NO. 3:12-CV-00660-DRH-SCW

In 1997, Lieff Cabraser and co-counsel filed a class action in Illinois state court, accusing State Farm of approving the use of lower-quality non-original equipment manufacturer (non-OEM) automotive parts for repairs to the vehicles of more than 4 million State Farm policyholders, contrary to the company's policy language. Plaintiffs won a verdict of more than nearly $1.2 billion that

included $600 million in punitive damages. The state appeals court affirmed the judgment, but reduced it slightly to $1.05 billion. State Farm appealed to the Illinois Supreme Court in May 2013.

A two-plus-year delay in that Court's decision led to a vacancy in the Illinois Supreme Court. Plaintiffs alleged that State Farm recruited a little-known trial judge, Judge Lloyd A. Karmeier, to run for the vacant Supreme Court seat, and then managed his campaign behind the scenes, and secretly funded it to the tune of almost $4 million. Then, after Justice Karmeier was elected, State Farm hid its involvement in his campaign to ensure that Justice Karmeier could participate in the pending appeal of the $1.05 billion judgment. State Farm's scheme was successful: Justice Karmeier joined the otherwise "deadlocked" deliberations and voted to decertify the class and overturn the judgment.

In a 2012 lawsuit filed in federal court, Plaintiffs alleged that this secretive scheme to seat a sympathetic justice—and then to lie about it, so as secure that justice's participation in the pending appeal—violated the Racketeer Influenced and Corrupt Organization Act ("RICO"), and deprived Plaintiffs of their interest in the billion-dollar judgment. Judge David R. Herndon certified the class in October 2016, and the Seventh Circuit denied State Farm's petition to appeal

the ruling in December 2016 and again in May 2017. On August 21, 2018, Judge David R. Herndon issued two new Orders favorable to plaintiffs relating to evidence and testimony to be included in the trial. On September 4, 2018, the day the trial was to begin, Judge Herndon gave preliminary approval to a $250 million settlement of the case, and on December 13, 2018, Judge Herndon gave the settlement final approval.

CODY V. SOULCYCLE, INC., CASE NO. 2:15-CV-06457 (C.D. CAL.)

Lieff Cabraser represents consumers in a class action lawsuit alleging that indoor cycling fitness company SoulCycle sells illegally expiring gift certificates. The suit alleges that SoulCycle defrauded customers by forcing them to buy gift certificates with short enrollment windows and keeping the expired certificates' unused balances in violation of the U.S. Electronic Funds Transfer Act and California's Unfair Competition Law, and seeks reinstatement of expired classes or customer reimbursements as well as policy changes. In October of 2017, U.S. District Judge Michael W. Fitzgerald granted final approval to a settlement of the litigation valued between $6.9 million and $9.2 million that provides significant economic consideration to settlement class members as well as meaningful changes to SoulCycle's business practices.

WILLIAMSON V. MCAFEE, INC., NO. 14-CV-00158-EJD (N.D. CAL.)

This nationwide class action alleged that McAfee falsely represented the prices of its computer anti-virus software to customers enrolled in its "auto-renewal" program. Plaintiffs alleged that McAfee: (a) offers non-auto-renewal subscriptions at stated "discounts" from a "regular" sales price; however, the stated discounts are false because McAfee does not

ever sell subscriptions at the stated "regular" price to non-auto-renewal customers; and (b) charges the auto-renewal customers the amount of the false "regular" sales price, claiming it to be the "current" regular price even though it does not sell subscriptions at that price to any other customer. Plaintiffs alleged that McAfee's false reference price scheme violated California's and New York's unfair competition and false advertising laws. In 2017, a class settlement was approved that included monetary payments to claimants and practice changes.

DOVER V. BRITISH AIRWAYS, CASE NO. 1:12-CV-05567 (E.D.N.Y.)

Lieff Cabraser represents participants in British Airways' ("BA") frequent flyer program, known as the Executive Club, in a breach of contract class action lawsuit. BA imposes a very high "fuel surcharge," often in excess of $500, on Executive Club reward tickets. Plaintiffs alleged that the "fuel surcharge" was not based upon the price of fuel, and that it therefore violated the terms of the contract. The case was heavily litigated for five years, and settled on the verge of trial for a $42.5 million common fund. Class members had the choice of a cash refund or additional flyer miles based on the number of tickets redeemed during the class period, with a total settlement value of up to $63 million.

U.S. Magistrate Judge Cheryl Pollak signed off on the settlement on May

30, 2018: "In light of the court's experience throughout the course of this litigation — and particularly in light of the contentiousness of earlier proceedings, the inability of the parties to settle during previous mediation attempts and the parties' initial positions when they appeared for the settlement conferences with the court — the significant benefit that the settlement will provide to class members is remarkable."

HANSELL V. TRACFONE WIRELESS, NO. 13-CV-3440-EMC (N.D. CAL.); ***BLAQMOOR V. TRACFONE WIRELESS,*** NO. 13-CV-05295-EMC (N.D. CAL.); ***GANDHI V. TRACFONE WIRELESS,*** NO. 13-CV-05296-EMC (N.D. CAL.)

One of the nation's largest wireless carriers, TracFone uses the brands Straight Talk, Net10, Telcel America, and Simple Mobile to sell mobile phones with prepaid wireless plans at Walmart and other retail stores nationwide. This class action lawsuit alleged that TracFone falsely advertised its wireless mobile phone plans as providing "unlimited data," while actually maintaining monthly data usage limits that were not disclosed to customers. It further alleged that TracFone regularly throttled (i.e., significantly reduced the speed of) or terminated customers' data plans pursuant to the secret limits.

Approved by the Court in July 2015, the $40 million settlement permanently enjoined TracFone from making any advertisement or other representation about amount of data its cell phone plans offer without disclosing clearly and conspicuously all material restrictions on the amount and speed of the data plan. Further, TracFone and its brands may not state in their advertisements and marketing materials that any plan provides "unlimited data" unless there is also clear, prominent, and adjoining disclosure of any applicable throttling caps or limits. Notably, following two years of litigation by class counsel, the Federal Trade Commission joined the cased and filed a Consent Order with TracFone in the same federal court where the class action litigation was pending. All compensation to consumers was provided through the class action settlement.

GUTIERREZ V. WELLS FARGO BANK, NO. C 07-05923 WHA (N.D. CAL.)

Following a two week bench class action trial, U.S. District Court Judge William Alsup in August 2010 issued a 90-page opinion holding that Wells Fargo violated California law by improperly and illegally assessing overdraft fees on its California customers and ordered $203 million in restitution to the certified class. Instead of posting each transaction chronologically, the evidence presented at trial showed that Wells Fargo deducted the largest charges first, drawing down available balances more rapidly and triggering a higher volume of overdraft fees.

Wells Fargo appealed. In December 2012, the Appellate Court issued an opinion upholding and reversing portions of Judge Alsup's order, and remanded the case to the District Court for further proceedings. In May 2013, Judge Alsup reinstated the $203 million judgment against Wells Fargo and imposed post-judgment interest bringing the total award to nearly $250 million. On October 29, 2014, the Appellate Court affirmed

the Judge Alsup's order reinstating the judgment.

For his outstanding work as Lead Trial Counsel and the significance of the case, California Lawyer magazine recognized Richard M. Heimann with a California Lawyer Attorney of the Year (CLAY) Award. In addition, the Consumer Attorneys of California selected Mr. Heimann and Michael W. Sobol as Finalists for the Consumer Attorney of the Year Award for their success in the case.

In reviewing counsel's request for attorneys' fees, Judge Alsup stated on May 21, 2015:

"Lieff Cabraser, on the other hand, entered as class counsel and pulled victory from the jaws of defeat. They bravely confronted several obstacles including the possibility of claim preclusion based on a class release entered in state court (by other counsel), federal preemption, hard-fought dispositive motions, and voluminous discovery. They rescued the case [counsel that originally filed] had botched and secured a full recovery of $203 million in restitution plus injunctive relief. Notably, Attorney Richard Heimann's trial performance ranks as one of the best this judge has seen in sixteen years on the bench. Lieff Cabraser then twice defended the class on appeal. At oral argument on the present motion, in addition to the cash restitution, Wells Fargo acknowledged that since 2010, its posting practices changed

nationwide, in part, because of the injunction. Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."

IIN RE NEURONTIN MARKETING AND SALES PRACTICES LITIGATION, MDL NO. 1629 (D. MASS.)

Lieff Cabraser served on the Plaintiffs' Steering Committee in multidistrict litigation arising out of the sale and marketing of the prescription drug Neurontin, manufactured by Parke-Davis, a division of Warner-Lambert Company, which was later acquired by Pfizer, Inc. Lieff Cabraser served as co-counsel to Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals ("Kaiser") in Kaiser's trial against Pfizer in the litigation.

On March 25, 2010, a federal court jury determined that Pfizer violated a federal antiracketeering law by promoting its drug Neurontin for unapproved uses and found Pfizer must pay Kaiser damages of up to $142 million. At trial, Kaiser presented evidence that Pfizer knowingly marketed Neurontin for unapproved uses without proof that it was effective. Kaiser said it was misled into believing neuropathic pain, migraines, and bipolar disorder were among the conditions that could be treated effectively with Neurontin, which was approved by the FDA as an adjunctive therapy to treat epilepsy and later for post-herpetic neuralgia, a specific type of neuropathic pain.

In November 2010, the Court issued Findings of Fact and Conclusions of Law on Kaiser's claims arising under the California Unfair Competition Law, finding Pfizer liable and ordering that it pay restitution to Kaiser of approximately $95 million. In April 2013, the First Circuit Court of Appeals affirmed both the jury's and the District Court's verdicts. In November 2014, the Court approved a $325 million settlement on behalf of a nationwide class of third party payors.

IN RE CHECKING ACCOUNT OVERDRAFT LITIGATION, MDL NO. 2036 (S.D. FL.)

Lieff Cabraser serves on the Plaintiffs' Executive Committee ("PEC") in Multi-District Litigation against 35 banks, including Bank of America, Chase, Citizens, PNC, Union Bank, and U.S. Bank. The complaints alleged that the banks entered debit card transactions from the "largest to the smallest" to draw down available balances more rapidly and maximize overdraft fees. In March 2010, the Court denied defendants' motions to dismiss the complaints. The Court has approved nearly $1 billion in settlements with the banks.

In November 2011, the Court granted final approval to a $410 million settlement of the case against Bank of America. Lieff Cabraser was the lead plaintiffs' law firm on the PEC that prosecuted the case against Bank of America. In approving the settlement with Bank of America, U.S. District Court Judge James Lawrence King stated, "This is a marvelous result for the members of the class." Judge King added, "[B]ut for the high level of dedication, ability and massive and incredible hard work by the Class attorneys . . . I do not believe the Class would have ever seen . . . a penny."

In September 2012, the Court granted final approval to a $35 million settlement of the case against Union Bank. In approving the settlement, Judge King again complimented plaintiffs' counsel for their outstanding work and effort in resolving the case: "The description of plaintiffs' counsel, which is a necessary part of the settlement, is, if anything, understated. In my observation of the diligence and professional activity, it's superb. I know of no other class action case anywhere in the country in the last couple of decades that's been handled as efficiently as this one has, which is a tribute to the lawyers."

N RE APPLE AND AT&T IPAD UNLIMITED DATA PLAN LITIGATION, NO. 5:10-CV-02553 RMW (N.D. CAL.)

Lieff Cabraser served as class counsel in an action against Apple and AT&T charging that Apple and AT&T misrepresented that consumers purchasing an iPad with 3G capability could choose an unlimited data plan for a fixed monthly rate and switch in and out of the unlimited plan on a monthly basis as they wished. Less than six weeks after its introduction to the U.S. market, AT&T and Apple discontinued their unlimited data plan for any iPad 3G customers not currently enrolled and prohibited current unlimited data plan customers from switching back and forth from a less expensive, limited data plan. In March 2014, Apple agreed to compensate all class members $40

and approximately 60,000 claims were paid. In addition, sub-class members who had not yet entered into an agreement with AT&T were offered a data plan.

HEALY V. CHESAPEAKE APPALACHIA, NO. 1:10CV00023 (W.D. VA.); ***HALE V. CNX GAS, NO.*** 1:10CV00059 (W.D. VA.); ***ESTATE OF HOLMAN V. NOBLE ENERGY,*** NO. 03 CV 9 (DIST. CT., CO.)***; DROEGEMUELLER V. PETROLEUM DEVELOPMENT CORPORATION,*** NO. 07 CV 2508 JLK (D. CO.); ***ANDERSON V. MERIT ENERGY CO.,*** NO. 07 CV 00916 LTB (D. CO.); ***HOLMAN V. PETRO-CANADA RESOURCES***, (USA), NO. 07 CV 416 (DIST. CT., CO.)

Lieff Cabraser served as Co-Lead Counsel in multiple cases in federal court in Virginia, in which plaintiffs alleged that certain natural gas companies improperly underpaid gas royalties to the owners of the gas. In one of the settled cases, plaintiffs recovered approximately 95% of the damages they suffered. Lieff Cabraser also achieved settlements on behalf of natural gas royalty owners in five other class actions outside Virginia. Those settlements — in which class members recovered between 70% and 100% of their damages, excluding interest -- were valued at more than $160 million.

TELEPHONE CONSUMER PROTECTION ACT LITIGATION

Lieff Cabraser has spearheaded a series of groundbreaking class actions under the Telephone Consumer Protection Act ("TCPA"), which prohibits abusive telephone practices by lenders and marketers, and places strict limits on the use of autodialers to call or send texts to cell phones. The settlements in these cases have collectively put a stop to millions of harassing calls by debt collectors and others and resulted in the recovery by consumers across America of over $380 million.

In 2012, Lieff Cabraser achieved a $24.15 million class settlement with Sallie Mae – the then-largest settlement in the history of the TCPA. *Arthur v. Sallie Mae, Inc.*, No. C10-0198 JLR, 2012 U.S. Dist. LEXIS 132413 (W.D. Wash. Sept. 17, 2012). In subsequent cases, Lieff Cabraser and co-counsel eclipsed this record, including a $32,083,905 settlement with Bank of America (*Duke v. Bank of America*, No. 5:12-cv-04009-EJD (N.D. Cal.)), a $39,975,000 settlement with HSBC (*Wilkins v. HSBC Bank Nev., N.A.*, Case No. 14-cv-190 (N.D. Ill.)), a $75,455,098.74 settlement with Capital One (*In re Capital One Telephone Consumer Protection Act Litigation,* Master Docket No. 1:12-cv10064 (N.D. Ill.)), a settlement of $38.5 million with National Grid approved in 2022 *(Jenkins v. National Grid USA, et al.,* Case No. 2:15-cv01219-JS-GRB (E.D.N.Y.), and six settlements with Wells Fargo totaling over $95 million (*Dunn v. Wells Fargo Bank*, N.A., Case: 1:17-cv-00481 (N.D. Ill.)). In the HSBC matter, Judge James F. Holderman commented on "the excellent work" and "professionalism" of Lieff Cabraser and its co-counsel. As noted above, Lieff Cabraser's class settlements in TCPA cases have collectively resulted in the recovery by consumers to date of over $440 million.

WALSH V. KINDRED HEALTHCARE INC., NO. 3:11-CV-00050 (N.D. CAL.)

Lieff Cabraser and co-counsel represented a class of 54,000 current and former residents, and families of residents, of skilled nursing care facilities in a class action against Kindred Healthcare for failing to adequately staff its nursing facilities in California. Since January 1, 2000, skilled nursing facilities in California have been required to provide at least 3.2 hours of direct nursing hours per patient day (NHPPD), which represented the minimum staffing required for patients at skilled nursing facilities.

The complaint alleged a pervasive and intentional failure by Kindred Healthcare to comply with California's required minimum standard for qualified nurse staffing at its facilities. Understaffing is uniformly viewed as one of the primary causes of the inadequate care and often unsafe conditions in skilled nursing facilities. Studies have repeatedly shown a direct correlation between inadequate skilled nursing care and serious health problems, including a greater likelihood of falls, pressure sores, significant weight loss, incontinence, and premature death. The complaint further charged that Kindred Healthcare collected millions of dollars in payments from residents and their family members, under the false pretense that it was in compliance with California staffing laws and would continue to do so.

In December 2013, the Court approved a $8.25 million settlement which included cash payments to class members and an injunction

requiring Kindred Healthcare to consistently utilize staffing practices which would ensure they complied with applicable California law. The injunction, subject to a third party monitor, was valued at between $6 million and $20 million.

PAYMENT PROTECTION CREDIT CARD LITIGATION

Lieff Cabraser represented consumers in litigation in federal court against some of the nation's largest credit card issuers, challenging the imposition of charges for so-called "payment protection" or "credit protection" programs. The complaints charged that the credit card companies imposed payment protection without the consent of the consumer and/or deceptively marketed the service, and further that the credit card companies unfairly administered their payment protection programs to the detriment of consumers. In 2012 and 2013, the Courts approved monetary settlements with HSBC ($23.5 million), Bank of America ($20 million), and Discover ($10 million) that also required changes in the marketing and sale of payment protection to consumers.

ING BANK RATE RENEW CASES, CASE NO. 11-154-LPS (D. DEL.)

Lieff Cabraser represented borrowers in class action lawsuits charging that ING Direct breached its promise to allow them to refinance their mortgages for a flat fee. From October 2005 through April 2009, ING promoted a $500 or $750 flat-rate refinancing fee called "Rate Renew" as a benefit of choosing ING for mortgages over competitors. Beginning in May 2009, however, ING began charging a higher fee of a full monthly mortgage payment for refinancing using "Rate Renew," despite ING's earlier and lower advertised price. As a result, the complaint alleged that many borrowers paid more to refinance their loans using "Rate Renew" than they should have, or were denied the opportunity to refinance their loan even though the borrowers met the terms and conditions of ING's original "Rate Renew" offer.

In August 2012, the Court certified a class of consumers in ten states who purchased or retained an ING mortgage from October 2005 through April 2009. A second case on behalf of California consumers was filed in December 2012. In October 2014, the Court approved a $20.35 million nationwide settlement of the litigation. The settlement provided an average payment of $175 to the nearly 100,000 class members, transmitted to their accounts automatically and without any need to file a claim form.

IN RE CHASE BANK USA, N.A. "CHECK LOAN" CONTRACT LITIGATION, MDL NO. 2032 (N.D. CAL.)

Lieff Cabraser served as Plaintiffs' Liaison Counsel and on the Plaintiffs' Executive Committee in Multi-District Litigation ("MDL") charging that Chase Bank violated the implied covenant of good faith and fair dealing by unilaterally modifying the terms of fixed rate loans. The MDL was established in 2009 to coordinate more than two dozen cases that were filed in the wake of the conduct at issue. The nationwide, certified class consisted of more than 1 million Chase cardholders who, in 2008 and 2009, had their monthly minimum payment requirements

unilaterally increased by Chase by more than 150%. Plaintiffs alleged that Chase made this change, in part, to induce cardholders to give up their promised fixed APRs in order to avoid the unprecedented minimum payment hike. In November 2012, the Court approved a $100 million settlement of the case.

IN RE LAWN MOWER ENGINE HORSEPOWER MARKETING AND SALES PRACTICES LITIGATION, MDL NO. 1999 (E.D. WIS.)

Lieff Cabraser served as co-counsel for consumers who alleged manufacturers of certain gasoline-powered lawn mowers misrepresented, and significantly overstated, the horsepower of the product. As the price for lawn mowers is linked to the horsepower of the engine -- the higher the horsepower, the more expensive the lawn mower — defendants' alleged misconduct caused consumers to purchase expensive lawn mowers that provided lower horsepower than advertised. In August 2010, the Court approved a $65 million settlement of the action.

BRAZIL V. DELL, NO. C-07-01700 RMW (N.D. CAL.)

Lieff Cabraser served as Class Counsel representing a certified class of online consumers in California who purchased certain Dell computers based on the advertisement of an instant-off (or "slash-through") discount. The complaint challenged Dell's pervasive use of "slash-

through" reference prices in its online marketing. Plaintiffs alleged that these "slash-through" reference prices were interpreted by consumers as representing Dell's former or regular sales prices, and that such reference prices (and corresponding representations of "savings") were false because Dell rarely, if ever, sold its products at such prices. In October 2011, the Court approved a settlement that provided a $50 payment to each class member who submitted a timely and valid claim. In addition, in response to the lawsuit, Dell changed its methodology for consumer online advertising, eliminating the use of "slash-through" references prices.

YARRINGTON V. SOLVAY PHARMACEUTICALS, NO. 09-CV-2261 (D. MINN.)

In March 2010, the Court granted final approval to a $16.5 million settlement with Solvay Pharmaceuticals, one of the country's leading pharmaceutical companies. Lieff Cabraser served as Co-Lead Counsel, representing a class of persons who purchased Estratest—a hormone replacement drug. The class action lawsuit alleged that Solvay deceptively marketed and advertised Estratest as an FDA-approved drug when in fact Estratest was not FDA-approved for any use. Under the settlement, consumers obtained partial refunds for up to 30% of the purchase price paid of Estratest. In addition, $8.9 million of the settlement was allocated to fund

programs and activities devoted to promoting women's health and well-being at health organizations, medical schools, and charities throughout the nation.

VYTORIN/ZETIA MARKETING, SALES PRACTICES & PRODUCTS LIABILITY LITIGATION, MDL NO. 1938 (D. N.J.)

Lieff Cabraser served on the Executive Committee of the Plaintiffs' Steering Committee representing plaintiffs alleging that Merck/Schering-Plough Pharmaceuticals falsely marketed anti-cholesterol drugs Vytorin and Zetia as being more effective than other anti-cholesterol drugs. Plaintiffs further alleged that Merck/Schering-Plough Pharmaceuticals sold Vytorin and Zetia at higher prices than other anti-cholesterol medication when they were no more effective than other drugs. In 2010, the Court approved a $41.5 million settlement for consumers who bought Vytorin or Zetia between November 2002 and February 2010.

HEPTING V. AT&T CORP., CASE NO. C-06-0672-VRW (N.D. CAL.)

Plaintiffs alleged that AT&T collaborated with the National Security Agency in a massive warrantless surveillance program that illegally tracked the domestic and foreign communications and communications records of millions of Americans in violation of the U.S. Constitution, Electronic Communications Privacy Act, and other statutes. The case was filed on January 2006. The U.S. government quickly intervened and sought dismissal of the case. By the Spring of 2006, over 50 other lawsuits were filed against various telecommunications companies, in response to a USA Today article confirming the surveillance of communications and communications records. The cases were combined into a multi-district litigation proceeding entitled In re National

Security Agency Telecommunications Record Litigation, MDL No. 06-1791.

In June of 2006, the District Court rejected both the government's attempt to dismiss the case on the grounds of the state secret privilege and AT&T's arguments in favor of dismissal. The government and AT&T appealed the decision and the U.S. Court of Appeals for the Ninth Circuit heard argument one year later. No decision was issued. In July 2008, Congress granted the government and AT&T "retroactive immunity" for liability for their wiretapping program under amendments to the Foreign Intelligence Surveillance Act that were drafted in response to this litigation. Signed into law by President Bush in 2008, the amendments effectively terminated the litigation. Lieff Cabraser played a leading role in the litigation working closely with co-counsel from the Electronic Frontier Foundation.

BERGER V. PROPERTY I.D. CORPORATION, NO. CV 05-5373-GHK (C.D. CAL.)

In January 2009, the Court granted final approval to a $39.4 million settlement with several of the nation's largest real estate brokerages, including companies doing business as Coldwell Banker, Century 21, and ERA Real Estate, and California franchisors for RE/MAX and Prudential California Realty, in an action under the Real Estate Settlement Procedures Act on behalf of California home sellers.

Plaintiffs charged that the brokers and Property I.D. Corporation set up straw companies as a way to disguise kickbacks for referring their California clients' natural hazard disclosure report business to Property I.D. (the report is required to sell a home in California). Under the settlement, hundreds of thousands of California home sellers were eligible to receive a full refund of the cost of their report, typically about $100.

IN RE AMERIQUEST MORTGAGE CO. MORTGAGE LENDING PRACTICES LITIGATION, MDL NO. 1715

Lieff Cabraser served as Co-Lead Counsel for borrowers who alleged that Ameriquest engaged in a predatory lending scheme based on the sale of loans with illegal and undisclosed fees and terms. In August 2010, the Court approved a $22 million settlement.

IN RE JOHN MUIR UNINSURED HEALTHCARE CASES, JCCP NO. 4494 (CAL. SUPR. CT.)

Lieff Cabraser represented nearly 53,000 uninsured patients who received care at John Muir hospitals and outpatient centers and were charged inflated prices and then subject to overly aggressive collection practices when they failed to pay.

In November 2008, the Court approved a final settlement of the John Muir litigation. John Muir agreed to provide refunds or bill adjustments of 40-50% to uninsured patients who received medical care at John Muir over a six year period, bringing their charges to the level of patients with private insurance, at a value of $115 million. No claims were required. Every class member received a refund or bill adjustment. Furthermore, John Muir was required to (1) maintain charity care policies to give substantial discounts—up to 100%—to low income, uninsured patients who meet certain income requirements; (2) maintain an Uninsured Patient Discount Policy to give discounts to all uninsured patients, regardless of income, so that they pay rates no greater than those paid by patients with private insurance; (3) enhance communications to uninsured patients so they are better advised about John Muir's pricing discounts, financial assistance, and financial counseling services; and (4) limit the practices for collecting payments from uninsured patients.

CATHOLIC HEALTHCARE WEST CASES, JCCP NO. 4453 (CAL. SUPR. CT.)

Plaintiff alleged that Catholic Healthcare West ("CHW") charged uninsured patients excessive fees for treatment and services, at rates far higher than the rates charged to patients with private insurance or on Medicare. In January 2007, the Court approved a settlement that provides discounts, refunds and other benefits for CHW patients valued at $423 million. The settlement requires that CHW lower its charges and end price discrimination against all uninsured patients, maintain generous charity case policies allowing low-income and uninsured patients to receive free or heavily discounted care, and protect uninsured patients from unfair collections practices. Lieff Cabraser served as Lead Counsel in the coordinated action.

CINCOTTA V. CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP, NO. 07359096 (CAL. SUPR. CT.)

Lieff Cabraser served as class counsel for nearly 100,000 uninsured patients that alleged they were charged excessive and unfair rates for emergency room service across 55 hospitals throughout California. The settlement, approved on October 31, 2008, provided complete debt elimination, 100% cancellation of the bill, to uninsured patients treated by California Emergency Physicians Medical Group during the 4-year class period. These benefits were valued at $27 million. No claims were required, so all of these bills were canceled. In addition, the settlement required California Emergency Physicians Medical Group prospectively to (1) maintain certain discount policies for all charity care patients; (2) inform patients of the available discounts by enhanced communications; and (3) limit significantly the type of collections practices available for collecting from charity care patients.

R.M. GALICIA V. FRANKLIN; FRANKLIN V. SCRIPPS HEALTH, NO. IC 859468 (SAN DIEGO SUPR. CT.)

Lieff Cabraser served as Lead Class Counsel in a certified class action lawsuit on behalf of 60,750 uninsured patients who alleged that the Scripps Health hospital system imposed excessive fees and charges for medical treatment. The class action originated in July 2006, when

uninsured patient Phillip Franklin filed a class action cross-complaint against Scripps Health after Scripps sued Mr. Franklin through a collection agency. Mr. Franklin alleged that he, like all other uninsured patients of Scripps Health, was charged unreasonable and unconscionable rates for his medical treatment.

In June 2008, the Court granted final approval to a settlement of the action which includes refunds or discounts of 35% off of medical bills, collectively worth $73 million. The settlement also required Scripps Health to modify its pricing and collections practices by (1) following an Uninsured Patient Discount Policy, which includes automatic discounts from billed charges for Hospital Services; (2) following a Charity Care Policy, which provides uninsured patients who meet certain income tests with discounts on Health Services up to 100% free care, and provides for charity discounts under other special circumstances; (3) informing uninsured patients about the availability and terms of the above financial assistance policies; and (4) restricting certain collections practices and actively monitoring outside collection agents.

SUTTER HEALTH UNINSURED PRICING CASES, JCCP NO. 4388 (CAL. SUPR. CT.)

Plaintiffs alleged that they and a Class of uninsured patients treated at Sutter hospitals were charged substantially more than patients with

private or public insurance, and many times above the cost of providing their treatment. In December 2006, the Court granted final approval to a comprehensive and groundbreaking settlement of the action. As part of the settlement, Class members were entitled to make a claim for refunds or deductions of between 25% to 45% from their prior hospital bills, at an estimated total value of $276 million. For a three year period, Sutter agreed to provide discounted pricing policies for uninsureds. In addition, Sutter agreed to maintain more compassionate collections policies that will protect uninsureds who fall behind in their payments. Lieff Cabraser served as Lead Counsel in the coordinated action.

THOMPSON V. WFS FINANCIAL, NO. 3-02-0570 (M.D. TENN.); ***PAKEMAN V. AMERICAN HONDA FINANCE CORPORATION***, NO. 3-02-0490 (M.D. TENN.); ***HERRA V. TOYOTA MOTOR CREDIT CORPORATION***, NO. CGC 03-419 230 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser with co-counsel litigated against several of the largest automobile finance companies in the country to compensate victims of—and stop future instances of—racial discrimination in the setting of interest rates in automobile finance contracts. The litigation led to substantial changes in the way Toyota Motor Credit Corporation ("TMCC"), American Honda Finance Corporation ("American Honda") and WFS Financial, Inc. sell automobile finance contracts, limiting the discrimination that can occur.

In approving the settlement in *Thompson v. WFS Financial*, the Court recognized the "innovative" and "remarkable settlement" achieved on behalf of the nationwide class. In 2006 in Herra v. Toyota Motor Credit Corporation, the Court granted final approval to a nationwide class action settlement on behalf of all African-American and Hispanic

customers of TMCC who entered into retail installment contracts that were assigned to TMCC from 1999 to 2006. The monetary benefit to the class was estimated to be between $159 and $174 million.

STRUGANO V. NEXTEL COMMUNICATIONS, NO. BC 288359 (LOS ANGELES SUPR. CT.)

In May 2006, the Los Angeles Superior Court granted final approval to a class action settlement on behalf of all California customers of Nextel from January 1, 1999 through December 31, 2002, for compensation for the harm caused by Nextel's alleged unilateral (1) addition of a $1.15 monthly service fee and/or (2) change from second-by-second billing to minute-by-minute billing, which caused "overage" charges (i.e., for exceeding their allotted cellular plan minutes). The total benefit conferred by the Settlement directly to Class Members was between approximately $13.5 million and $55.5 million, depending on which benefit Class Members selected.

MORRIS V. AT&T WIRELESS SERVICES, NO. C-04-1997-MJP (W.D. WASH.)

Lieff Cabraser served as class counsel for a nationwide settlement class of cell phone customers subjected to an end-of-billing cycle cancellation policy implemented by AT&T Wireless in 2003 and alleged to have breached customers' service

agreements. In May 2006, the New Jersey Superior Court granted final approval to a class settlement that guarantees delivery to the class of $40 million in benefits. Class members received cash-equivalent calling cards automatically, and had the option of redeeming them for cash. Lieff Cabraser had been prosecuting the class claims in the Western District of Washington when a settlement in New Jersey state court was announced. Lieff Cabraser objected to that settlement as inadequate because it would have only provided $1.5 million in benefits without a cash option, and the Court agreed, declining to approve it. Thereafter, Lieff Cabraser negotiated the new settlement providing $40 million to the class, and the settlement was approved.

CURRY V. FAIRBANKS CAPITAL CORPORATION, NO. 03-10895-DPW (D. MASS.)

In 2004, the Court approved a $55 million settlement of a class action lawsuit against Fairbanks Capital Corporation arising out of charges against Fairbanks of misconduct in servicing its customers' mortgage loans. The settlement also required substantial changes in Fairbanks' business practices and established a default resolution program to limit the imposition of fees and foreclosure proceedings against Fairbanks' customers. Lieff Cabraser served as nationwide Co-Lead Counsel for the homeowners

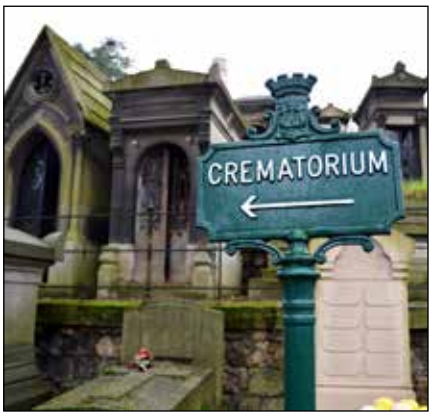
PROVIDIAN CREDIT CARD CASES, JCCP NO. 4085 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser served as Co-Lead Counsel for a certified national Settlement Class of Providian credit cardholders who alleged that Providian had engaged in widespread misconduct by charging cardholders unlawful, excessive interest and late charges, and by promoting and selling to cardholders "add-on products" promising illusory benefits and services. In November 2001, the Court granted final approval to a $105 million settlement of the case, which also required Providian to implement substantial changes in its business practices. The $105 million settlement, combined with an earlier settlement by Providian with Federal and state agencies, represents the largest settlement ever by a U.S. credit card company in a consumer protection case.

IN RE TRI-STATE CREMATORY LITIGATION, MDL NO. 1467 (N.D. GA.)

In March 2004, Lieff Cabraser delivered opening statements and began testimony in a class action by families whose loved ones were improperly cremated and desecrated by Tri-State Crematory in Noble, Georgia. The families also asserted claims against the funeral homes that delivered the decedents to Tri-State Crematory for failing to ensure that the crematory performed cremations in the manner required under the law and by human decency. One week into trial, settlements with the remaining funeral home defendants were reached and brought the settlement total to approximately $37 million. Trial on the class members' claims against the operators of crematory began in August 2004.

Soon thereafter, these defendants entered into a $80 million settlement with plaintiffs. As part of the settlement, all buildings on the Tri-State property were razed. The



property will remain in a trust so that it will be preserved in peace and dignity as a secluded memorial to those whose remains were mistreated, and to prevent crematory operations or other inappropriate activities from ever taking place there. Earlier in the litigation, the Court granted plaintiffs' motion for class certification in a published order. 215 F.R.D. 660 (2003).

KLINE V. THE PROGRESSIVE CORPORATION, CIRCUIT NO. 02-L-6 (CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT, JOHNSON COUNTY, ILLINOIS)

Lieff Cabraser served as settlement class counsel in a nationwide consumer class action challenging Progressive Corporation's private passenger automobile insurance sales practices. Plaintiffs alleged that the Progressive Corporation wrongfully concealed from class members the availability of lower priced insurance for which they qualified. In 2002, the Court approved a settlement valued at approximately $450 million, which included both cash and equitable relief. The claims program, implemented upon a nationwide mail and publication notice program, was completed in 2003.

CITIGROUP LOAN CASES, JCCP NO. 4197 (SAN FRANCISCO SUPR. CT.)

In 2003, the Court approved a settlement that provided approximately $240 million in relief to

former Associates' customers across America. Prior to its acquisition in November 2000, Associates First Financial, referred to as The Associates, was one of the nation's largest "subprime" lenders. Lieff Cabraser represented former customers of The Associates charging that the company added unwanted and unnecessary insurance products onto mortgage loans and engaged in improper loan refinancing practices. Lieff Cabraser served as nationwide Plaintiffs' Co-Liaison Counsel.

REVERSE MORTGAGE CASES, JCCP NO. 4061 (SAN MATEO COUNTY SUPR. CT., CAL.)

Transamerica Corporation, through its subsidiary Transamerica Homefirst, Inc., sold "reverse mortgages" marketed under the trade name "Lifetime." The Lifetime reverse mortgages were sold exclusively to seniors, i.e., persons 65 years or older. Lieff Cabraser, with co-counsel, filed suit on behalf of seniors alleging that the terms of the reverse mortgages were unfair, and that borrowers were misled as to the loan terms, including the existence and amount of certain charges and fees. In 2003, the Court granted final approval to an $8 million settlement of the action.

IN RE SYNTHROID MARKETING LITIGATION, MDL NO. 1182 (N.D. ILL.)

Lieff Cabraser served as Co-Lead Counsel for the purchasers of the thyroid medication Synthroid

in litigation against Knoll Pharmaceutical, the manufacturer of Synthroid. The lawsuits charged that Knoll misled physicians and patients into keeping patients on Synthroid despite knowing that less costly, but equally effective drugs, were available. In 2000, the District Court gave final approval to a $87.4 million settlement with Knoll and its parent company, BASF Corporation, on behalf of a class of all consumers who purchased Synthroid at any time from 1990 to 1999. In 2001, the Court of Appeals upheld the order approving the settlement and remanded the case for further proceedings. 264 F.3d 712 (7th Cir. 2001). The settlement proceeds were distributed in 2003.

IN RE AMERICAN FAMILY ENTERPRISES, MDL NO. 1235 (D. N.J.)

Lieff Cabraser served as Co-Lead Counsel for a nationwide class of persons who received any sweepstakes materials sent under the name "American Family Publishers." The class action lawsuit alleged that defendants deceived consumers into purchasing magazine subscriptions and merchandise in the belief that such purchases were necessary to win an American Family Publishers' sweepstakes prize or enhanced their chances of winning a sweepstakes prize. In September 2000, the Court granted final approval of a $33 million settlement of the class action. In April 2001, over 63,000 class members received refunds averaging over $500 each, representing 92% of their eligible purchases. In addition, American Family Publishers agreed to make significant changes to the way it conducts the sweepstakes.

CALIFORNIA TITLE INSURANCE INDUSTRY LITIGATION

Lieff Cabraser, in coordination with parallel litigation brought by the Attorney General, reached settlements in 2003 and 2004 with

the leading title insurance companies in California, resulting in historic industry-wide changes to the practice of providing escrow services in real estate closings. The settlements brought a total of $50 million in restitution to California consumers, including cash payments. In the lawsuits, plaintiffs alleged, among other things, that the title companies received interest payments on customer escrow funds that were never reimbursed to their customers. The defendant companies include Lawyers' Title, Commonwealth Land Title, Stewart Title of California, First American Title, Fidelity National Title, and Chicago Title.

VW PORSCHE AUDI BENTLEY REDUCED FUEL ECONOMY MPG LAWSUIT

In 2015, the U.S. Environmental Protection Agency issued a Notice of Violation to Volkswagen relating to 475,000 diesel-powered cars in the United States sold since 2008 under the VW and Audi brands on which VW installed "cheat device" software that intentionally changed the vehicles' emissions production during official testing. The emissions controls were turned off during actual road use, producing up to 40x more pollutants than the testing amounts in an extraordinary violation of U.S. clean air laws.

Private vehicle owners, government agencies, and attorneys general all sought relief from VW through litigation in U.S. courts. Civil

cases and government claims were consolidated in federal court in Northern California, and U.S. District Judge Charles Breyer named Elizabeth Cabraser as Lead Counsel and Chair of the 22-member Plaintiffs Steering Committee in February of 2016. After nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs' side by Lieff Cabraser founding partner Elizabeth Cabraser, a set of interrelated settlements totaling $14.7 billion were given final approval in 2016.

On May 11, 2017, a further settlement with a value of $1.2-$4.04 billion relating to VW's 3.0- liter engine vehicles received final approval. The Volkswagen emissions settlement was one of the largest payments in American history and the largest known consumer class settlement. The settlements were also unprecedented for their scope and complexity, involving the Department of Justice, Environmental Protection Agency (EPA), California Air Resources Board (CARB) and California Attorney General, the Federal Trade Commission (FTC), and private plaintiffs. The VW settlements were also wildly successful: Volkswagen removed from commerce or performed complete emissions modification on over 93% of all 2.0-liter vehicles, with over $8.4 billion in buyback offers, and buyback offers are past the $1 billion mark for 3.0-liter cars with over 90% of the those vehicles removed from commerce or modified.

CYBERSECURITY & DATA PRIVACY

Lieff Cabraser's Privacy & Cybersecurity practice group is a nationally-recognized leader in the pursuit of preserving individual privacy against the pervasive intrusions of digital technology into all aspects of our daily lives. Our firm has a proven track record of successfully taking-on the powerhouses of "big data" and social media. The Privacy & Cybersecurity practice group's honors include the National Law Journal's 2019 Elite Trial Lawyers award for privacy and data breach litigation and Law360's 2017 Data Privacy Practice Group of the Year.

Representative Current Cases

FACEBOOK PIXEL VIDEO PRIVACY PROTECTION ACT CASES

Lieff Cabraser, with co-counsel, has filed a series of privacy class action lawsuits alleging that defendants (video streaming services, media companies, etc.) disclose private customer information to Meta Platforms, Inc., f/k/a Facebook, in violation of a law called the Video Privacy Protection Act. Plaintiffs allege that defendants have secretly, and without consent, embedded tracking software known as the Meta "Pixel" on their websites, so that an ordinary person could identify a specific individual's video watching-behavior using that individual's Facebook ID.

These cases are in different procedural stages. There is a proposed class settlement in *Fiorentino v. FloSports, Inc.*, No. 1:22-cv-11502-AK (D. Mass.), with a final approval hearing set for Jan 5, 2024. Plaintiff survived a motion to dismiss and obtained a favorable ruling in *Czarnionka v. Epoch* Times Ass'n, Inc., No. 22 CIV. 6348 (AKH), 2022 WL 17069810, at *1 (S.D.N.Y. Nov. 17, 2022), motion to certify appeal denied, No. 22 CIV.6348 (AKH), 2022 WL 17718689 (S.D.N.Y. Dec. 15, 2022) (The Facebook ID disclosed by defendant "is sufficient for an ordinary person to identify Plaintiff and similarly situated individuals" and comprises PII under the VPPA); see also *Vela, et al v. AMC Networks, Inc. d/b/a AMC+*, No. 1:23-cv-02524-ALC (S.D.N.Y.). Other cases are in litigation and/or disclosed mediation postures.

ORACLE/DATA BROKER CONSUMER PRIVACY VIOLATIONS

Lieff Cabraser represents consumers in a class action lawsuit in federal court in California against tech giant Oracle, one of the world's largest data brokers. The lawsuit alleges Oracle improperly collects and sells the personal information of consumers to third parties without their consent, including detailed data on their behaviors, movements, social relationships, and interests. The complaint describes Oracle as key player in the "adtech" space, where massive volumes of personal information on the world's population is aggregated and used to identify and profile individuals for "targeted advertising" and/or other commercial and political purposes. As alleged in the complaint, this exploitation of personal information is based on invading consumers' privacy. Oracle's surrepttjtious data collection practices are not dependent upon any relationship that an Internet user has with Oracle, in fact, Oracle primarily collects data from persons with no privity whatsoever to Oracle. The Oracle case is currently in discovery.

DELAPAZ, ET AL. V. HCA HEALTHCARE, INC., CASE NO. 3:23-CV-00718 (D. TENN.)

In July 2023, Lieff Cabraser and co-counsel filed a class action lawsuit in federal district court in the Middle District of Tennessee against HCA Healthcare Inc. for negligence, breach of confidence, deceptive trade practices, and unjust enrichment, among other charges, relating to a massive data breach that exposed private personal data relating to approximately 11 million patients. HCA Healthcare Inc. is a Nashville, Tennessee-based company which describes itself as "one of the nation's largest healthcare providers, with hundreds of hospitals and clinics across the country." On July 10, 2023, HCA announced that a list with names, email addresses, phone numbers, birth dates, and appointment information had been fully exposed online. HCA indicated it was still investigating the exposure and would not confirm how many patients were affected, but noted that the list contained 27 million rows of data on about 11 million patients. The data privacy lawsuit seeks

declaratory and injunctive relief as well as compensatory and general damages.

HOWARD, ET AL. V. LABORATORY CORPORATION OF AMERICA, ET AL., 23-CV-00758-UA-JEP (M.D. N.C.)

Lieff Cabraser and co-counsel have filed a class action lawsuit in the Middle District of North Carolina against Laboratory Corporation of America and Laboratory Corporation of America Holdings for collecting and facilitating the collection of identifiable and sensitive health information from users of Labcorp's website using invisible tracking technology, including the Meta Pixel. The case is currently in the midst of motion to dismiss briefing.

IN RE GOOGLE LLC LOCATION HISTORY LITIGATION, NO. 5:18-CV-05062-EJD (N.D. CAL.)

Lieff Cabraser serves as Co-Lead Interim Class Counsel representing individuals whose locations were tracked, and whose location information was stored and used by Google for its own purposes after the consumers disabled a feature that was supposed to prevent Google from storing a record of their locations. Plaintiffs allege that, for years, Google deliberately misled its users that their "Location History" settings would prevent Google from tracking and storing a permanent record of their movements, when in fact despite users' privacy settings, Google did so anyway. Plaintiffs

allege that Google's conduct violates its users' reasonable expectations of privacy and is unlawful under the California Constitutional Right to Privacy and the common law of intrusion upon seclusion, as well as giving rise to claims for unjust enrichment and disgorgement. In November 2023, the Court granted preliminary approval of a settlement with Google, which provides for a $62 million payment and valuable injunctive relief. A final approval hearing is scheduled for April 18, 2024.

KARLING, ET AL. V. SAMSARA INC., 22-CV-295 (N.D. ILL.)

Lieff Cabraser and co-counsel represent a proposed class of individuals who had their biometric information collected by Samsara Inc. in violation of Illinois' Biometric Information Privacy Act. In July 2022, Judge Sara Ellis denied Samsara's motion to dismiss in full, sustaining four claims under BIPA. The case is presently in discovery.

CAVANAUGH V. LYTX, INC., 21-CV-5427 (N.D. ILL.)

Lieff Cabraser was appointed interim co-lead counsel in a proposed class action on behalf of individuals who had their biometric information collected by Lytx Inc. in violation of Illinois' Biometric Information Privacy Act. Plaintiffs filed their amended complaint in November 2022 and are awaiting its resolution.

CHABAK V. SOMNIA, NO. 22-CV-9341 (S.D.N.Y.).

Lieff Cabraser serves as Co-Lead Counsel in class action litigation against Somnia, Inc., an anesthesiology services provider and practice management company that manages numerous anesthesiology providers, and individual anesthesiology providers for a 2022 data breach that impacted the personally identifiable information and private health

information of almost half a million patients. Plaintiffs allege that Somnia and the anesthesiology providers Somnia manages failed to fulfill their legal duty to protect customers' sensitive personal, financial, and health information by implementing insufficient data security practices and providing insufficient notice after the breach. The complaint asserts claims for negligence, negligence per se, breach of confidence, unjust enrichment, and violations of numerous California consumer protection statutes. Parties are currently briefing defendants' motion to dismiss.

IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC., CUSTOMER DATA SEC. BREACH LITIG., NO. 19-MD-2904 (D. N.J.)

Lieff Cabraser serves as Co-Lead Counsel on the Quest track in class action litigation against Quest Diagnostics Inc., Laboratory Corporation of America, and other blood testing and diagnostic companies that shared, or facilitated the sharing of, customers' personal identifying financial and health information with a third-party debt collector American Medical Collection Agency that was breached. Plaintiffs allege that Quest (and other blood-testing labs) failed to fulfill its legal duty to protect customers' sensitive personal, financial, and health information by sharing it with a third-party that lacked adequate data security. The

complaints against each lab company allege that they were negligent, unjustly enriched, and violated numerous state consumer protection statutes. In December 2021, the Court denied Defendants' motions to dismiss in part and in September 2023, the Court denied Defendants' second round of motions to dismiss in part. The case is nearing the close of discovery.

META DMV DATA PRIVACY CLASS ACTION

Lieff Cabraser represents a proposed class the plaintiff in a class action lawsuit alleging that Meta Platforms, formerly known as Facebook, violated privacy laws by obtaining users' protected personal information from the California Department of Motor Vehicles, including names, disability information, and e-mail addresses, as well as confidential communications.

The complaint alleges that Meta does this through the implementation of a ubiquitous but hidden tracking code known as the Meta "Pixel," which sends Meta time-stamped, personally-identifiable records of users' personal information, activities and communications on the California DMV website. Through the Pixel's surveillance, the complaint alleges that Meta is able to obtain vast quantities of private data on a daily basis from the DMV, including the first names of users who click into their "MyDMV" portal page; the identities of persons with disabilities who start disabled parking placard applications on the DMV website; e-mail addresses belonging to users who check the status of pending applications; and the personally identifying contents of communications between users and the DMV. The suit alleges that this widespread collection of personal information violates DMV website users' privacy rights under the Federal Driver's Privacy Protection Act and the California Invasion of Privacy Act.

IN RE: MARRIOTT INT'L CUSTOMER DATA SEC. BREACH LITIG., NO. 19-MD-2879 (D. MD.)

Lieff Cabraser serves as a member of the Steering Committee in class action litigation against Marriott International Inc. and Accenture PLC for a 2018 data breach of Starwood Hotels affecting more than 100 million U.S. citizens. Plaintiffs allege that Marriott and Accenture failed to fulfill their legal duties to protect Marriott's customers' sensitive personal and financial information, causing class members' personally identifying information, including credit cards and passport numbers, to be exfiltrated by cybercriminals. In May 2022, then-U.S. District Court Judge Paul Grimm granted in part Plaintiffs' class certification motion, certifying three damages classes and four issues classes. In November 2023, after the Fourth Circuit remanded the action for the District Court to consider the import of Marriott's purported class action waiver, Judge John Preston Bailey reinstated the May 2022 classes certified by Judge Grimm.

CYBERSECURITY & DATA PRIVACY
Representative Achievements & Successes

IN RE GOOGLE LLC STREET VIEW ELECTRONIC COMMUNICATIONS LITIGATION, NO. 3:10-MD-021784-CRB (N.D. CAL.)

Lieff Cabraser represents individuals whose right to privacy was violated when Google intentionally equipped its Google Maps "Street View" vehicles with Wi-Fi antennas and software that collected data transmitted by those persons' Wi-Fi networks located in their nearby homes. Google collected not only basic identifying information about individuals' Wi-Fi networks, but also personal, private data being transmitted over their Wi-Fi networks such as emails, usernames, passwords, videos, and documents. Plaintiffs allege that Google's actions violated the federal Wiretap Act, as amended by the Electronic Communications Privacy Act. On September 10, 2013, the Ninth Circuit Court of Appeals held that Google's actions are not exempt from the Act.

On March 20, 2020, U.S. District Judge Charles R. Breyer granted final approval to a $13 million settlement over Google's illegal gathering of network data via its Street View vehicle fleet. Given the difficulties of assessing precise individual harms, the innovative settlement, which is intended in part to disincentivize companies like Google from future privacy violations, will distribute its monies to eight nonprofit organizations with a history of addressing online consumer privacy issues. Judge Breyer's order to distribute the settlement funds to nonprofit organizations is currently on appeal.

IN RE ANTHEM, INC. DATA BREACH LITIG., NO. 5:15-MD-02617 (N.D. CAL.)

Lieff Cabraser served on the Plaintiffs' Steering Committee representing individuals in a class action lawsuit against Anthem for its alleged failure to safeguard and secure the medical records and other personally identifiable information of its members. The second largest health insurer in the U.S., Anthem provides coverage for 37.5 million Americans. Anthem's customer database was allegedly attacked by international hackers on December 10, 2014. Anthem says it discovered the breach on January 27, 2015, and reported it about a week later on February 4, 2015. California customers were informed around March 18, 2015. The theft included names, birth dates, social security numbers, billing information, and highly confidential health information. The complaint charged that Anthem violated its duty to safeguard and protect consumers' personal information, and violated its duty to disclose the breach to consumers in a timely manner. In addition, the complaint charged that Anthem was on notice about the weaknesses in its computer security defenses for at least a year before the breach occurred.

In August 2018, Judge Lucy H. Koh of the U. S. District Court for the Northern District of California granted final approval to a class action settlement which required Anthem to undertake significant additional cybersecurity measures to better safeguard information going forward, and to pay $115 million into a settlement fund from which benefits to settlement class members would be paid.

IN RE PLAID INC. PRIVACY LITIG., NO. 4:20-CV-03056 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Interim Class Counsel in a class action lawsuit alleging that financial tech company Plaid Inc. invaded consumers' privacy in their financial affairs. Plaid provides third-party bank account authentication services for several well-known payment apps, such as Venmo, Coinbase, Square's Cash App, and Stripe. Plaintiffs alleged that Plaid uses login screens that misleadingly look like those of real banks to obtain consumers' banking account credentials, and subsequently used consumers' credentials to access their bank accounts and improperly take their banking data. Plaintiffs argued that Plaid's intrusions violated established social norms, and exposed consumers to additional privacy risks. The lawsuit asserted claims under state and federal consumer protection and privacy laws. In July 2022, the court granted final approval to a $58 million settlement that included injunctive relief to stop the conduct and purge all improperly obtained data.

BALDERAS V. TINY LAB PRODUCTIONS, ET AL., CASE 6:18-CV-00854 (D. NEW MEXICO)

Lieff Cabraser, with co-counsel, is working with the Attorney General of the State of New Mexico to represent parents, on behalf of their children, in a federal lawsuit seeking to protect children in the state from a foreign developer of child-directed apps

and its marketing partners, including Google's ad network, Google AdMob. The lawsuit alleges that Google, child-app developer Tiny Lab Productions, and their co-defendants surreptitiously harvested children's personal information for profiling and targeting children for commercial gain, without adequate disclosures and verified parental consent. When children played Tiny Lab's gaming apps on their mobile devices, Defendants collected and used their personal data, including geolocation, persistent identifiers, demographic characteristics, and other personal data in order to serve children with targeted advertisements or otherwise commercially exploit them.

The apps at issue, clearly and indisputably designed for children, include Fun Kid Racing, Candy Land Racing, and GummyBear and Friends Speed Racing. The action largely survived a motion to dismiss in 2020 and a motion for reconsideration of the same in 2021, and seeks redress under the federal Children's Online Privacy Protection Act and the common law. The State settled with Google in December 2021.

CAMPBELL V. FACEBOOK, NO. 4:13-CV-05996 (N.D. CAL.)

Lieff Cabraser serves as Co-Lead Class Counsel in a nationwide class action lawsuit alleging that Facebook intercepts certain private data in users' personal and private messages on the social network and profits by sharing that information with third parties. When a user composes a private Facebook message and includes a link (a "URL") to a third party website, Facebook allegedly scans the content of the message, follows the URL, and searches for information to profile the message-sender's web activity. This enables Facebook to data mine aspects of user data and profit from that data by sharing it with advertisers, marketers, and other data aggregators.

In December 2014, the Court in large part denied Facebook's motion to dismiss. In rejecting one of Facebook's core arguments, U.S. District Court Judge Phyllis Hamilton stated: "An electronic communications service provider cannot simply adopt any revenue-generating practice and deem it 'ordinary' by its own subjective standard." In August of 2017, Judge Hamilton granted final approval to an injunctive relief settlement of the action. As part of the settlement, Facebook has ceased the offending practices and has made changes to its operative relevant user disclosures.

GOOGLE VIRUS-TRACING APP DATA EXPOSURE

Lieff Cabraser served as Lead Counsel in a privacy class action on behalf of Android users concerning Google's unlawful exposure of confidential medical information and personally identifying information through its digital contract tracing system designed by Google to slow or stop the spread of COVID-19 on Android mobile devices. Plaintiffs resolved the suit via a novel early resolution process with Plaintiffs' consulting expert's review of highly confidential information from Google, which generated significant injunctive relief to fix the fundamental error and legally-binding representations and warranties by Google. On October 31, 2022, Judge Nathanael M. Cousins granted final approval to the settlement.

IN RE INTUIT DATA LITIG., NO. 5:15-CV-01778-EJD (N.D. CAL.)

Lieff Cabraser represented identity theft victims in a nationwide class action lawsuit against Intuit for allegedly failing to protect consumers' data from foreseeable and preventable breaches, and by facilitating the filing of fraudulent tax returns through its TurboTax software program. The complaint alleged that Intuit failed to protect data provided by consumers who purchased TurboTax, used to file an estimated 30 million tax returns for American taxpayers every year, from easy access by hackers and other cybercriminals. The complaint further alleged that Intuit was aware of the widespread use of TurboTax exclusively for the filing of fraudulent tax returns. Yet, Intuit failed to adopt basic cyber security policies to prevent this misuse of TurboTax. As a result, fraudulent tax returns were filed in the names of the plaintiffs and thousands of other individuals across America, including persons who never purchased TurboTax. In May 2019, Judge Edward J. Davila of the U. S. District Court for the Northern District of California granted final approval to a settlement that provided all class members who filed a valid claim with free credit monitoring and identity restoration services, and required Intuit to commit to security changes for preventing future misuse of the TurboTax platform.

MCDONALD, ET AL. V. KILOO A/S, ET AL., NO. 3:17-CV-04344-JD; ***RUSHING, ET AL. V. THE WALT DISNEY CO., ET AL.***, NO. 3:17-CV-04419-JD; ***RUSHING V. VIACOMCBS, ET AL.***, NO. 3:17-CV-04492-JD (N.D. CAL.)

Lieff Cabraser represents parents, on behalf of their children, in federal class action litigation against numerous online game and app producers including Disney, Viacom, and the makers of the vastly popular Subway Surfers game (Kiloo and Sybo), over allegations the companies unlawfully collected, used, and disseminated the personal information of children who played the gaming apps on smart phones, tablets, and other mobile device. The actions proceeded under time-honored laws protecting privacy: a California common law invasion of privacy claim, a California Constitution right of privacy claim, a California unfair competition claim, a New York General Business Law claim, a Massachusetts Unfair and Deceptive Trade Practices claim, and a Massachusetts statutory right to privacy claim.

In April 2021, U.S. District Judge James Donato granted final approval to settlements in the three related child privacy class action lawsuits addressing the illegal collection and monetization of personal data from children in mobile apps. The 16 settlements provide stringent and wide-ranging privacy protections and meaningful changes to

defendants' business practices, ensuring participants in the largely unpoliced mobile advertising industry proactively protect children's privacy in thousands of apps popular with children. Under the settlements, which The New York Times stated "could reshape the entire children's app market," Disney, Viacom, and others as well as their advertising technology partners must stop tracking children across apps and the internet for advertising purposes.

MATERA V. GOOGLE INC., NO. 5:15-CV-04062 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Class Counsel representing consumers in a digital privacy class action against Google Inc. over claims the popular Gmail service conducted unauthorized scanning of email messages to build marketing profiles and serve targeted ads. The complaint alleged that Google routinely scanned email messages that were sent by non-Gmail users to Gmail subscribers, analyzed the content of those messages, and then shared that data with third parties in order to target ads to Gmail users, an invasion of privacy that violated the California Invasion of Privacy Act and the federal Electronic Communications Privacy Act.

In February 2018, Judge Lucy H. Koh of the U. S. District Court for the Northern District of California granted final approval to a class action settlement. Under the settlement, Google made business-related changes to its Gmail service, as part of which, Google will no longer scan the contents of emails sent to Gmail accounts for advertising purposes, whether during the transmission process or after the emails have been delivered to the Gmail user's inbox. The proposed changes, which will not apply to scanning performed to prevent the spread of spam or malware, will run for at least three years.

EBARLE ET AL. V. LIFELOCK INC., NO. 3:15-CV-00258 (N.D. CAL.)

Lieff Cabraser represented consumers who subscribed to LifeLock's identity theft protection services in a nationwide class action fraud lawsuit. The complaint alleged LifeLock did not protect the personal information of its subscribers from hackers and criminals, and specifically that, contrary to its advertisements and statements, LifeLock lacked a comprehensive monitoring network, failed to provide "up-to-the-minute" alerts of suspicious activity, and did an inferior job of providing the same theft protection services that banks and credit card companies provide, often for free. On September 21, 2016, U.S. District Judge Haywood Gilliam, Jr. granted final approval to a $68 million settlement of the case.

IN RE CARRIER IQ PRIVACY LITIGATION, MDL NO. 2330 (N.D. CAL.)

Lieff Cabraser represented a plaintiff in Multi-District Litigation against Samsung, LG, Motorola, HTC, and Carrier IQ alleging that smartphone manufacturers violated privacy laws by installing tracking software, called IQ Agent, on millions of cell phones and other mobile devices that use the Android operating system. Without notifying users or obtaining consent, IQ Agent tracks users' keystrokes, passwords, apps, text messages, photos, videos, and other personal information and transmits this data to

cellular carriers. In a 96-page order issued in January 2015, U.S. District Court Judge Edward Chen granted in part, and denied in part, defendants' motion to dismiss. Importantly, the Court permitted the core Wiretap Act claim to proceed as well as the claims for violations of the Magnuson-Moss Warranty Act and the California Unfair Competition Law and breach of the common law duty of implied warranty. In 2016, the Court granted final approval of a $9 million settlement plus injunctive relief provisions.

PERKINS V. LINKEDIN CORP., NO. 13-CV-04303-LHK (N.D. CAL.)

Lieff Cabraser represented individuals who joined LinkedIn's network and, without their consent or authorization, had their names and likenesses used by LinkedIn to endorse LinkedIn's services and send repeated emails to their contacts asking that they join LinkedIn. On February 16, 2016, the Court granted final approval to a $13 million settlement, one of the largest per-class member settlements ever in a digital privacy class action. In addition to the monetary relief, LinkedIn agreed to make significant changes to Add Connections disclosures and functionality. Specifically, LinkedIn revised disclosures to real-time permission screens presented to members using Add Connections, agreed to implement new functionality allowing LinkedIn members to manage their contacts, including viewing and deleting contacts and sending invitations, and to stop reminder emails from being sent if users have sent connection invitations inadvertently.

CORONA V. SONY PICTURES ENTERTAINMENT, NO. 2:14-CV-09660-RGK (C.D. CAL.)

Lieff Cabraser served as Plaintiffs' Co-Lead Counsel in class action litigation against Sony for failing to take reasonable measures to secure the data of its employees from hacking and other attacks. As a result, personally identifiable information of thousands of current and former Sony employees and their families was obtained and published on websites across the Internet. Among the staggering array of personally identifiable information compromised were medical records, Social Security Numbers, birth dates, personal emails, home addresses, salaries, tax information, employee evaluations, disciplinary actions, criminal background checks, severance packages, and family medical histories. The complaint charged that Sony owed a duty to take reasonable steps to secure the data of its employees from hacking. Sony allegedly breached this duty by failing to properly invest in adequate IT security, despite having already succumbed to one of the largest data breaches in history only three years ago. In October 2015, an $8 million settlement was reached under which Sony agreed to reimburse employees for losses and harm.

ECONOMIC INJURY PRODUCT DEFECTS

Lieff Cabraser has successfully litigated and settled hundreds of economic injury defective products class action lawsuits in federal and state courts, including multiple dozens of cases requiring manufacturers to remedy a defect, extend warranties, and refund to consumers the cost of repairing defective products. Working with co-counsel, we have achieved judgments and settlements that have recovered more than $4.7 billion in these cases, as well as other valuable relief such as product fixes and extended warranties. The economic injury product defects cases handled by Lieff Cabraser span an extraordinary range of industries and goods, from faulty pipes, furnaces, shingles, decks, railings and other home construction products to computers, computer components, appliances and other electronic devices, on to tires, vehicles, and other vehicle components of all kinds.

Representative Current Cases

MERCEDES-BENZ SUBFRAME RUST & CORROSION LITIGATION

SOWA, ET AL. V. MERCEDES-BENZ USA* AND *MERCEDES-BENZ GROUP AG, NO. 1:23-CV-00636-SEG (N.D. GEORGIA).

In February 2023, Lieff Cabraser and co-counsel filed an automotive defect class action lawsuit in federal district court in Georgia against Mercedes-Benz USA LLC and Mercedes-Benz Group AG alleging breach of warranty and violation of state consumer fraud laws, relating to rust or corrosion of the subframe in 2010-2022 models across the Mercedes-Benz vehicle line, including Classes C, E, GLK/GLC, CLS, SLK/SLC, and SL. Plaintiffs brought this lawsuit to force Mercedes to warn consumers about a dangerous defect in the rear subframes and adjacent parts of their vehicles and compensate them for their damages arising from the defect. Plaintiffs allege that the vehicle subframes and adjacent parts prematurely rust and corrode, costing consumers thousands of dollars in repairs that Mercedes has refused to cover. The rust and corrosion can adversely affect driveability and braking, and cause the rear subframes to fail while the vehicles are in motion. As a result, thousands of owners have paid out of pocket for repairs and related costs, while many more are still unknowingly driving unsafe vehicles.

The complaint further alleges that Mercedes has known of the defect for many years, including through consumer complaints made directly to Mercedes, complaints made to the National Highway Transportation Safety Administration's Office of Defect Investigation, and complaints posted on public online vehicle owner forums, as well as other internal sources unavailable to Plaintiffs and their counsel without discovery. In addition, the complaint details that, despite Mercedes' refusal to acknowledge the defect or pay in full for the repairs it requires, Mercedes' authorized dealers have told owners who complain that premature subframe corrosion is a common problem with Mercedes vehicles.

The complaint explains that, because subframe corrosion occurs "from the inside out," the defect is not apparent even to a trained mechanic until the rear subframe is dangerously corroded, near total failure, and has rendered the vehicle unsafe to operate. Replacing the rear subframe and other impacted parts typically costs from $3,500 to more than $7,000.

In April of 2023, Lieff Cabraser was named interim Co-Lead Class Counsel for the plaintiff consumers in the Mercedes-Benz subframe rust and corrosion product defect litigation.

IN RE: GENERAL MOTORS CORP. AIR CONDITIONING MARKETING AND SALES PRACTICES LITIGATION., MDL NO. 2818 (E.D. MICH.)

Lieff Cabraser serves as Co-Lead Plaintiffs' Counsel in a consumer fraud class action MDL against General Motors Company consolidated in Michigan federal court on behalf of all persons who purchased or leased certain GM vehicles equipped with an allegedly defective air conditioning system. The lawsuit claims the vehicles have a serious defect that causes the air conditioning systems to crack and leak refrigerant, lose pressure, and fail to function properly to provide cooled air into the vehicles. These failures lead owners and lessees to incur significant costs for repair, often successive repairs as the repaired parts prove defective as well. The complaint lists causes of action for violations of various states' Consumer Protection Acts, fraudulent concealment, breach of warranty, and unjust enrichment,

and seeks declaratory and injunctive relief, including an order requiring GM to permanently repair the affected vehicles within a reasonable time period, as well as compensatory, exemplary, and statutory damages.

JORDAN V. SAMSUNG ELECTRONICS AMERICA, NO. 2:22-CV-02828 (D.N.J.)

Lieff Cabraser and co-counsel represent consumers in a federal product defect lawsuit against Samsung alleging that certain of the company's refrigerators do not keep food cold enough to prevent illness. The suit accuses Samsung of unjust enrichment, false advertising, and consumer fraud relating to the sale of a line of refrigerators with double French doors and a bottom freezer that fail to properly keep foods cool.

FORD F-150 BRAKES (E.D MICH)

Lieff Cabraser has been appointed Co-Lead Counsel in this multidistrict litigation where millions of Ford trucks are alleged to have defective brakes that unexpectedly malfunction, increasing stopping distances and putting the motoring public at risk. The court has certified liability classes in 5 states. The litigation is ongoing.

FORD ECOBOOST ENGINE FAILURES (E.D. CAL)

Lieff Cabraser has been appointed Co-Lead Counsel in this litigation alleging that defectively designed engines in millions of Ford vehicles with its EcoBoost engines can experience coolant leaks, overheat, and, in some case, catch fire.

FIAT CHRYLSER EXPLODING HEAD RESTS (E.D. CAL)

Lieff Cabraser has been appointed Co-Lead Class Counsel for a certified class of California purchasers of hundreds of thousands of vehicles, including Jeeps and Dodges, that have "active head rests" that can explode unexpectedly, causing driver distraction and head and neck injuries. The case is expected to go to trial in 2023.

CARDER V. GRACO CHILDREN'S PRODUCTS, INC., NO. 2:20-CV-00137 (N.D. GA.)

Lieff Cabraser serves on the Plaintiff Steering Committee in federal litigation in Georgia over claims that Graco misrepresented the safety features of certain of its booster seats, causing consumers to pay inflated prices for the products.

IN RE: EVENFLO COMPANY, INC., MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION, NO. 1:20-MD-02938 (D. MASS.)

We serve as Co-Lead Counsel for plaintiffs in multidistrict litigation accusing Evenflo of improper, fraudulent, and dangerous marketing of child car booster seats. As alleged in the complaint, Evenflo knew, even while it was making representations to consumers about the professed safety of its Big Kid Booster, that the seats were not safe, should not be used by children under forty pounds, and provided little to no side-impact protection. In November 2022, the First Circuit Court of Appeal revived the litigation, ruling that the lower court erred in concluding in January 2022 that consumers in the litigation lacked standing to sue for damages.

ECONOMIC INJURY PRODUCT DEFECTS
Representative Achievements & Successes

IN RE NAVISTAR MAXXFORCE ENGINES MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION, CASE NO. 1:14-CV-10318 (N.D. ILL.)

In January 2020, Judge Joan B. Gottschall of the U.S. District Court for the Northern District of Illinois issued an Order granting final approval to a $135M settlement of multidistrict litigation brought by Lieff Cabraser and co-counsel on behalf of plaintiff truck owners and lessees alleging that Navistar, Inc. and Navistar International, Inc. sold or leased 2011-2014 model year vehicles equipped with certain MaxxForce 11- or 13-liter diesel engines equipped with a defective EGR emissions system.

Judge Gottschall ruled that the proposed class action settlement which had been submitted to the Court in May 2019, was fair, reasonable, and adequate in addressing plaintiffs' claims. Owners and lessees of the affected trucks had until May 11, 2020 to file their settlement claims at an official case website. The $135 million settlement provided class members with up to $2,500 per truck or up to $10,000 rebate off a new truck, depending on months of ownership or lease, or with the option to seek up to $15,000 per truck in out-of-pocket damages caused by the alleged defect.

IN RE VOLKSWAGEN 'CLEAN DIESEL' MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION, MDL NO. 2672 (N.D. CAL.)

In 2015, the U.S. Environmental Protection Agency issued a Notice of Violation to Volkswagen relating to 475,000 diesel-powered cars in the United States sold since 2008 under the VW and Audi brands on which VW installed "cheat device" software that intentionally changed the vehicles' emissions production during official testing. The controls were turned off during actual road use, producing up to 40x more pollutants than the testing amounts in an extraordinary violation of U.S. clean air laws.

Private vehicle owners, government agencies, and attorneys general all sought relief from VW through litigation in U.S. courts. Civil cases and government claims were consolidated in federal court in Northern California, and U.S. District Judge Charles Breyer named Elizabeth Cabraser as Lead Counsel and Chair of the 22-member Plaintiffs Steering Committee in February of 2016.

After nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs' side by Elizabeth Cabraser, a set of interrelated settlements totaling $14.7 billion were given final approval in 2016. On May 11, 2017, a further settlement with a value of $1.2-$4.04 billion relating to VW's 3.0-liter engine vehicles received final approval. The Volkswagen emissions settlement is one of the largest payments in American history and the largest known consumer class settlement. The settlements are unprecedented also for their scope and complexity, involving the Department of Justice, Environmental Protection Agency (EPA), California Air Resources Board (CARB) and California Attorney General, the Federal Trade Commission (FTC) and private plaintiffs.

The VW settlements were wildly successful: Volkswagen removed from commerce or performed complete emissions modification on over 93% of all 2.0-liter vehicles, with over $8.4 billion in buyback offers, and buyback offers are past the $1 billion mark for 3.0-liter cars with over 90% of the those vehicles removed from commerce or modified.

ALLAGAS V. BP SOLAR, NO. 3:14-CV-00560-SI (N.D. CAL.)

Lieff Cabraser and co-counsel represented California consumers in a class action lawsuit against BP Solar and Home Depot charging the companies sold solar panels with defective junction boxes that caused premature failures and fire risks. In January 2017, Judge Susan Illston granted final approval to a consumer settlement valued at more than $67 million that extends relief to a nationwide class as well as eliminating the serious fire risks.

IN RE GENERAL MOTORS LLC IGNITION SWITCH LITIGATION, MDL NO. 2543 (S.D.N.Y.)

Lieff Cabraser represents proposed nationwide classes of GM vehicle owners and lessees whose cars include defective ignition switches in litigation focusing on economic loss claims. On August 15, 2014, U.S. District Court Judge Jesse M. Furman appointed Elizabeth J. Cabraser as Co-Lead Plaintiffs' Counsel in the litigation, which seeks compensation on behalf of consumers who purchased or leased GM vehicles containing a defective

ignition switch, over 500,000 of which have now been recalled. The consumer complaints allege that the ignition switches in these vehicles share a common, uniform, and defective design. As a result, these cars are of a lesser quality than GM represented, and class members overpaid for the cars. Further, GM's public disclosure of the ignition switch defect has caused the value of these cars to materially diminish. The complaints seek monetary relief for the diminished value of the class members' cars.

TAKATA AIRBAG DEFECT CASES/ IN RE TAKATA AIRBAG LITIGATION, MDL NO. 2599 (S.D. FL.)

Lieff Cabraser served on the Plaintiffs Steering Committee in national litigation related to Takata Corporation's defective and dangerous airbags. Nearly 42 million vehicles were recalled worldwide, and it was the largest automotive recall in U.S. history. An unstable propellant caused some airbags to explode upon impact in an accident, shooting metal debris at drivers and passengers. Close to 300 injuries, including 23 deaths, were linked to the defect. The complaints included charges the company knew of the defects but concealed them from safety regulators for over ten years. Lieff Cabraser and co-counsel secured over $1.5 billion in settlements from Honda, Toyota, Ford, Nissan, BMW, Subaru, and Mazda. Litigation continues against Volkswagen, Mercedes, Fiat Chrysler, and General Motors.

FRONT-LOADING WASHER PRODUCTS LIABILITY LITIGATION

Lieff Cabraser represented consumers in multiple states who filed separate class action lawsuits against Whirlpool, Sears and LG Corporations charging that certain front-loading automatic washers manufactured by these companies were defectively designed and that the design defects created foul odors from mold and mildew that permeated washing machines and customers' homes. Many class members spent money for repairs and on other purported remedies, none of which eliminated the problem. These cases were all settled favorably on behalf of our clients and the classes.

In the *Whirlpool* and *Sears* cases, we obtained significant court of appeals rulings; see *Butler I and II v. Sears*, 702 F.3d 359 (7th Cir. 2012), reh'g en banc denied, (7th Cir. Dec. 19, 2012), vacated, 569 U.S. 1015 (2013), reinstated, 727 F.3d 796 (7th Cir. 2013) (reversing lower court denial of class certification in moldy washer consumer case) (no oral argument) and *In re: Whirlpool Corporation Front-Loading Washer Products Liability Litigation*, 678 F.3d 409 (6th Cir. 2012), reh'g en banc denied, (6th Cir. June 18, 2012), vacated, 569 U.S. 901 (2013), reinstated, 722 F.3d 838 (6th Cir. 2013) (affirming lower court grant of class certification in moldy washer consumer case) (briefing and oral argument).

MOORE, ET AL. V. SAMSUNG ELECTRONICS AMERICA AND SAMSUNG ELECTRONICS CO., LTD., NO. 2:16-CV-4966 (D.N.J.)

Lieff Cabraser represented consumers in federal court in New Jersey in cases focusing on complaints about Samsung top-loading washing machines that

exploded in the home, causing damage to walls, doors, and other equipment and presenting significant injury risks. Owners reported Samsung top-load washers exploding as early as the day of installation, while others saw their machines explode months or even more than a year after purchase. The lawsuit successfully obtained injunctive relief as well as remedial and restitutionary actions and damages.

MCLENNAN V. LG ELECTRONICS USA, NO. 2:10-CV-03604 (D. N.J.)

Lieff Cabraser represented consumers who alleged several LG refrigerator models had a faulty design that caused the interior lights to remain on even when the refrigerator doors were closed (identified as the "light issue"), resulting in overheating and food spoilage. In March 2012, the Court granted final approval to a settlement of the nationwide class action lawsuit. The settlement provides that LG reimburse class members for all out-of-pocket costs (parts and labor) to repair the light issue prior to the mailing of the class notice and extends the warranty with respect to the light issue for 10 years from the date of the original retail purchase of the refrigerator. The extended warranty covers in-home refrigerator repair performed by LG and, in some cases, the cost of a replacement refrigerator. In approving the settlement, U.S. District Court Judge William J. Martini stated, "The

Settlement in this case provides for both the complete reimbursement of out-of-pocket expenses for repairs fixing the Light Issue, as well as a warranty for ten years from the date of refrigerator purchase. It would be hard to imagine a better recovery for the Class had the litigation gone to trial. Because Class members will essentially receive all of the relief to which they would have been entitled after a successful trial, this factor weighs heavily in favor of settlement."

IN RE MERCEDES-BENZ TELE-AID CONTRACT LITIGATION, MDL NO. 1914 (D. N.J.)

Lieff Cabraser represented owners and lessees of Mercedes-Benz cars and SUVs equipped with the Tele-Aid system, an emergency response system which links subscribers to road-side assistance operators by using a combination of global positioning and cellular technology. In 2002, the Federal Communications Commission issued a rule, effective 2008, eliminating the requirement that wireless phone carriers provide analog-based networks. The Tele-Aid system offered by Mercedes-Benz relied on analog signals. Plaintiffs charged that Mercedes-Benz committed fraud in promoting and selling the Tele-Aid system without disclosing to buyers of certain model years that the Tele-Aid system as installed would become obsolete in 2008.

In an April 2009 published order, the Court certified a nationwide class of all persons or entities in the U.S. who purchased or leased a Mercedes-Benz vehicle equipped with an analog-only Tele Aid system after August 8, 2002, and (1) subscribed to Tele Aid service until being informed that such service would be discontinued at the end of 2007, or (2) purchased an upgrade to digital equipment.

In September 2011, the Court approved a settlement that provided class members between a $650 check or a $750 to $1,300 certificate toward the purchase or lease of new Mercedes-Benz vehicle, depending upon whether or not they paid for an upgrade of the analog Tele Aid system and whether they still owned their vehicle. In approving the settlement, U.S. District Court Judge Dickinson R. Debevoise stated, "I want to thank counsel for the . . . very effective and good work . . . . It was carried out with vigor, integrity and aggressiveness with never going beyond the maxims of the Court."

CARIDEO V. DELL, NO. C06-1772 JLR (W.D. WASH.)

Lieff Cabraser represented consumers who owned Dell Inspiron notebook computer model numbers 1150, 5100, or 5160. The class action lawsuit complaint charged that the notebooks suffered premature failure of their cooling system, power supply system, and/or motherboards. In December 2010, the Court approved a settlement which provided class members that paid Dell for certain repairs to their Inspiron notebook computer a reimbursement of all or a portion of the cost of the repairs.

GRAYS HARBOR ADVENTIST CHRISTIAN SCHOOL V. CARRIER CORPORATION, NO. 05-05437 (W.D. WASH.)

In April 2008, the Court approved a nationwide settlement for current and past owners of high-efficiency furnaces manufactured and sold by

Carrier Corporation and equipped with polypropylene-laminated condensing heat exchangers ("CHXs"). Carrier sold the furnaces under the Carrier, Bryant, Day & Night and Payne brand-names. Plaintiffs alleged that starting in 1989 Carrier began manufacturing and selling high efficiency condensing furnaces manufactured with a secondary CHX made of inferior materials. Plaintiffs alleged that as a result, the CHXs, which Carrier warranted and consumers expected to last for 20 years, failed prematurely. The settlement provides an enhanced 20-year warranty of free service and free parts for consumers whose furnaces have not yet failed. The settlement also offers a cash reimbursement for consumers who already paid to repair or replace the CHX in their high-efficiency Carrier furnaces.

An estimated three million or more consumers in the U.S. and Canada purchased the furnaces covered under the settlement. Plaintiffs valued the settlement to consumers at over $300 million based upon the combined value of the cash reimbursement and the estimated cost of an enhanced warranty of this nature.

GROSS V. MOBIL, NO. C 95-1237-SI (N.D. CAL.)

Lieff Cabraser served as Plaintiffs' Class Counsel in this nationwide action involving an estimated 2,500 aircraft engine owners whose

engines were affected by Mobil AV-1, an aircraft engine oil. Plaintiffs alleged claims for strict liability, negligence, misrepresentation, violation of consumer protection statutes, and for injunctive relief. Plaintiffs obtained a preliminary injunction requiring Defendant Mobil Corporation to provide notice to all potential class members of the risks associated with past use of Defendants' aircraft engine oil. In addition, Plaintiffs negotiated a proposed Settlement, granted final approval by the Court in November 1995, valued at over $12.5 million, under which all Class Members were eligible to participate in an engine inspection and repair program, and receive compensation for past repairs and for the loss of use of their aircraft associated with damage caused by Mobil AV-1.

CARTWRIGHT V. VIKING INDUSTRIES, NO. 2:07-CV-2159 FCD (E.D. CAL.)

Lieff Cabraser represented California homeowners in a class action lawsuit which alleged that over one million Series 3000 windows produced and distributed by Viking between 1989 and 1999 were defective. The plaintiffs charged that the windows were not watertight and allowed for water to penetrate the surrounding sheetrock, drywall, paint or wallpaper. Under the terms of a settlement approved by the Court in August 2010, all class members who submitted valid claims were entitled to receive as much as $500 per affected property.

PELLETZ V. ADVANCED ENVIRONMENTAL RECYCLING TECHNOLOGIES (W.D. WASH.)

Lieff Cabraser served as Co-Lead Counsel in a case alleging that ChoiceDek decking materials, manufactured by AERT, developed persistent and untreatable mold spotting throughout their surface. In a published opinion in January 2009, the Court approved a settlement that provided affected consumers with free and discounted deck treatments, mold inhibitor applications, and product replacement and reimbursement.

CREATE-A-CARD V. INTUIT, NO. C07-6452 WHA (N.D. CAL.)

Lieff Cabraser, with co-counsel, represented business users of QuickBooks Pro for accounting that lost their QuickBooks data and other files due to faulty software code sent by Intuit, the producer of QuickBooks. In September 2009, the Court granted final approval to a settlement that provided all class members who filed a valid claim with a free software upgrade and compensation for certain data-recovery costs. Commenting on the settlement and the work of Lieff Cabraser on September 17, 2009, U.S. District Court Judge William H. Alsup stated, "I want to come back to something that I observed in this case firsthand for a long time now. I think you've done an excellent job in the case as class counsel and the class has been well represented having you and your firm in the case."

WEEKEND WARRIOR TRAILER CASES, JCCP NO. 4455 (CAL. SUPR. CT.)

Lieff Cabraser, with co-counsel, represented owners of Weekend Warrior trailers manufactured

between 1998 and 2006 that were equipped with frames manufactured, assembled, or supplied by Zieman Manufacturing Company. The trailers, commonly referred to as "toy haulers," were used to transport outdoor recreational equipment such as motorcycles and all-terrain vehicles. Plaintiffs charged that Weekend Warrior and Zieman knew of design and performance problems, including bent frames, detached siding, and warped forward cargo areas, with the trailers, and concealed the defects from consumers. In February 2008, the Court approved a $5.5 million settlement of the action that provided for the repair and/or reimbursement of the trailers. In approving the settlement, California Superior Court Judge Thierry P. Colaw stated that class counsel were "some of the best" and "there was an overwhelming positive reaction to the settlement" among class members.

MCMANUS V. FLEETWOOD ENTERPRISES, INC., NO. SA-99-CA-464-FB (W.D. TEX.)

Lieff Cabraser served as Class Counsel on behalf of original owners of 1994-2000 model year Fleetwood Class A and Class C motor homes. In 2003, the Court approved a settlement that resolved lawsuits pending in Texas and California about braking while towing with 1994 Fleetwood Class A and Class C motor homes. The lawsuits alleged that Fleetwood misrepresented

the towing capabilities of new motor homes it sold, and claimed that Fleetwood should have told buyers that a supplemental braking system is needed to stop safely while towing heavy items, such as a vehicle or trailer. The settlement paid $250 to people who bought a supplemental braking system for Fleetwood motor homes that they bought new. Earlier, the appellate court found that common questions predominated under purchasers' breach of implied warranty of merchantability claim. 320 F.3d 545 (5th Cir. 2003).

LUNDELL V. DELL, NO. C05-03970 (N.D. CAL.)

Lieff Cabraser served as Lead Class Counsel for consumers who experienced power problems with the Dell Inspiron 5150 notebook. In December 2006, the Court granted final approval to a settlement of the class action which extended the one-year limited warranty on the notebook for a set of repairs related to the power system. In addition, class members that paid Dell or a third party for repair of the power system of their notebook were entitled to a 100% cash refund from Dell.

KAN V. TOSHIBA AMERICAN INFORMATION SYSTEMS, NO. BC327273 (LOS ANGELES SUPER. CT.)

Lieff Cabraser served as Co-Lead Counsel for a class of all end-user persons or entities who purchased or otherwise acquired in the United States, for their own use and not for resale, a new Toshiba Satellite Pro 6100 Series notebook. Consumers alleged a series of defects were present in the notebook. In 2006, the Court approved a settlement that extended the warranty for all Satellite Pro 6100 notebooks, provided cash compensation for certain repairs, and reimbursed class members for certain out-of-warranty repair expenses.

FOOTHILL/DEANZA COMMUNITY COLLEGE DISTRICT V. NORTHWEST PIPE COMPANY, NO. C-00-20749 (N.D. CAL.)

In June 2004, the Court approved the creation of a settlement fund of up to $14.5 million for property owners nationwide with Poz-Lok fire sprinkler piping that fails. Since 1990, Poz-Lok pipes and pipe fittings were sold in the U.S. as part of fire suppression systems for use in residential and commercial buildings. After leaks in Poz-Lok pipes caused damage to its DeAnza Campus Center building, Foothill/DeAnza Community College District in California retained Lieff Cabraser to file a class action lawsuit against the manufacturers of Poz-Lok. The college district charged that Poz-Lok pipe had manufacturing and design defects that resulted in the premature corrosion and failure of the product. Under the settlement, owners whose Poz-Lok pipes are leaking today, or over the next 15 years, may file a claim for compensation.

TOSHIBA LAPTOP SCREEN FLICKER SETTLEMENT

Lieff Cabraser negotiated a settlement with Toshiba America Information Systems, Inc. ("TAIS") to provide relief for owners of certain Toshiba Satellite 1800 Series, Satellite Pro 4600 and Tecra 8100 personal notebook computers whose screens flickered, dimmed or went blank due to an issue with the FL Inverter Board component. In 2004 under the terms of the Settlement, owners of affected computers who paid to have the FL Inverter issue repaired by either TAIS or an authorized TAIS service provider recovered the cost of that repair, up to $300 for the Satellite 1800 Series and the Satellite Pro 4600 personal computers, or $400 for the Tecra 8100 personal computers. TAIS also agreed to extend the affected computers' warranties for the FL Inverter issue by 18 months.

RICHISON V. AMERICAN CEMWOOD CORP., NO. 005532 (SAN JOAQUIN SUPR. CT., CAL.)

Lieff Cabraser served as Co-Lead Class Counsel for an estimated nationwide class of 30,000 owners of homes and other structures on which defective Cemwood Shakes were installed. In November 2003, the Court granted final approval to a $75 million Phase 2 settlement in the American Cemwood roofing shakes national class action litigation. This amount was in addition to a $65 million partial settlement approved by the Court in May 2000, and brought the litigation to a conclusion.

ABS PIPE LITIGATION, JCCP NO. 3126 (CONTRA COSTA COUNTY SUPR. CT., CAL.)

Lieff Cabraser served as Lead

Class Counsel on behalf of property owners whose ABS plumbing pipe was allegedly defective and caused property damage by leaking. Six separate class actions were filed in California against five different ABS pipe manufacturers, numerous developers of homes containing the ABS pipe, as well as the resin supplier and the entity charged with ensuring the integrity of the product. Between 1998 and 2001, Lieff Cabraser achieved 12 separate settlements in the class actions and related individual lawsuits for approximately $78 million.

Commenting on the work of Lieff Cabraser and co-counsel in the case, California Superior Court (now appellate) Judge Mark B. Simons stated on May 14, 1998: "The attorneys who were involved in the resolution of the case certainly entered the case with impressive reputations and did nothing in the course of their work on this case to diminish these reputations, but underlined, in my opinion, how well deserved those reputations are."

HANLON V. CHRYSLER CORP., NO. C-95-2010-CAL (N.D. CAL.)

In 1995, the District Court approved a $200+ million settlement enforcing Chrysler's comprehensive minivan rear latch replacement program, and to correct alleged safety problems with Chrysler's pre-1995 designs. As part of the settlement, Chrysler agreed to replace the rear latches with redesigned latches. The settlement was affirmed on appeal by the Ninth Circuit in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (1998).

IN RE GENERAL MOTORS CORP. PICK-UP FUEL TANK PRODUCTS LIABILITY LITIGATION, MDL NO. 961 (E.D. PA.)

Lieff Cabraser served as Court-appointed Co-Lead Counsel representing a class of 4.7 million plaintiffs who owned 1973-1987 GM C/K pickup trucks with allegedly defective gas tanks. The Consolidated Complaint asserted claims under the Lanham Act, the Magnuson-Moss Act, state consumer protection statutes, and common law. In 1995, the Third Circuit vacated the District Court settlement approval order and remanded the matter to the District Court for further proceedings. In July 1996, a new nationwide class action was certified for purposes of an enhanced settlement program valued at a minimum of $600 million, plus funding for independent fuel system safety research projects. The Court granted final approval of the settlement in November 1996.

IN RE LOUISIANA-PACIFIC INNER-SEAL SIDING LITIGATION, NO. C-95-879-JO (D. OR.)

Lieff Cabraser served as Co-Lead Class Counsel on behalf of a nationwide class of homeowners with defective exterior siding on their homes. Plaintiffs asserted claims for breach of warranty, fraud, negligence, and violation of consumer protection statutes. In 1996, U.S. District Judge Robert E. Jones entered an Order, Final Judgment and Decree granting final approval to a nationwide settlement requiring Louisiana-Pacific to provide funding up to $475 million to pay for inspection of homes and repair and replacement of failing siding over the next seven years.

COX V. SHELL, NO. 18,844 (OBION COUNTY CHANCERY CT., TENN.

Lieff Cabraser served as Class Counsel on behalf of a nationwide class of approximately 6 million owners of property equipped with defective polybutylene plumbing systems and yard service lines. In November 1995, the Court approved a settlement involving an initial commitment by Defendants of $950 million in compensation for past and future expenses incurred as a result of pipe leaks, and to provide replacement pipes to eligible claimants. The deadline for filing claims expired in 2009.

WILLIAMS V. WEYERHAEUSER, NO. 995787 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser served as Class Counsel on behalf of a nationwide class of hundreds of thousands or millions of owners of homes and other structures with defective Weyerhaeuser hardboard siding. A California-wide class was certified for all purposes in February 1999, and withstood writ review by both the California Court of Appeals and Supreme Court of California. In 2000, the Court granted final approval to a nationwide settlement of the case which provides class members with compensation for their damaged siding, based on the cost of replacing or, in some instances, repairing damaged siding. The settlement had no cap, and required Weyerhaeuser to pay all timely, qualified claims over

a nine year period.

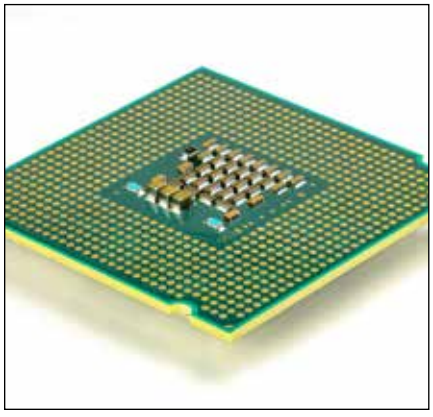
NAEF V. MASONITE, NO. CV-94-4033 (MOBILE COUNTY CIRCUIT CT., ALA.)

Lieff Cabraser served as Co-Lead Class Counsel on behalf of a nationwide Class of an estimated 4 million homeowners with allegedly defective hardboard siding manufactured and sold by Masonite Corporation, a subsidiary of International Paper, installed on their homes. The Court certified the class in November 1995, and the Alabama Supreme Court twice denied extraordinary writs seeking to decertify the Class, including in Ex Parte Masonite, 681 So. 2d 1068 (Ala. 1996). A month-long jury trial in 1996 established the factual predicate that Masonite hardboard siding was defective under the laws of most states. The case settled on the eve of a second class-wide trial, and in 1998, the Court approved a settlement.

Under a claims program established by the settlement that ran through 2008, class members with failing Masonite hardboard siding installed and incorporated in their property between January 1, 1980 and January 15, 1998 were entitled to make claims, have their homes evaluated by independent inspectors, and receive cash payments for damaged siding. Combined with settlements involving other alleged defective home building products sold by Masonite, the total cash paid to homeowners exceeded $1 billion.

IN RE INTEL PENTIUM PROCESSOR LITIGATION, NO. CV 745729 (SANTA CLARA SUPR. CT., CAL.)

Lieff Cabraser served as one of two Court-appointed Co-Lead Class Counsel, and negotiated a settlement, approved by the Court in June 1995, involving both injunctive relief and damages having an economic value of approximately $1 billion.



EMPLOYMENT DISCRIMINATION & UNFAIR EMPLOYMENT PRACTICES

Lieff Cabraser's nationally-recognized employment lawyers are litigating many of the most significant employment class action lawsuits in the U.S. today, cases challenging gender and race discrimination; policies requiring hourly workers to report to work early, stay late, or work through breaks for no pay; policies improperly classifying employees as salaried and thus exempt from overtime pay; and pension plan abuse claims on behalf of employees and retirees.

We have repeatedly prevailed in and obtained record-setting recoveries for our clients in precedent-setting cases against the largest corporations in the U.S. and throughout the world, including Walmart, Google, IBM, Federal Express, Smith Barney, and Home Depot.

Representative Current Cases

STRAUCH V. COMPUTER SCIENCES CORPORATION, NO. 2:14-CV-00956 (D. CONN.)

In 2005, Computer Sciences Corporation ("CSC") settled for $24 million in a nationwide class and collective action lawsuit alleging that CSC misclassified thousands of its information technology support workers as exempt from overtime pay in violation of in violation of the federal Fair Labor Standards Act ("FLSA") and state law.

Notwithstanding that settlement, a complaint filed on behalf of current and former CSC IT workers in 2014 by Lieff Cabraser and co-counsel alleges that CSC misclassifies many information technology support workers as exempt even though they perform primarily nonexempt work. Plaintiffs are current and former CSC System Administrators assigned the primary duty of the installation, maintenance, and/or support of computer software and/or hardware for CSC clients. On June 9, 2015, the Court granted plaintiffs' motion for conditional certification of a FLSA collective action. Since then, more than 1,000 System Administrators have opted into the case. On June 30, 2017, the Court granted plaintiffs motion for certification of Rule 23 classes for System Administrators in California and Connecticut.

On December 20, 2017, a jury in federal court in Connecticut ruled that Computer Sciences Corporation (CSC), which recently merged with Hewlett Packard Enterprise Services to form DXC Technology (NYSE: DXC), wrongly and willfully denied overtime pay to approximately 1,000 current and former technology support workers around the country. After deliberating over two days, the Connecticut jury unanimously rejected CSC's claim that its System Administrators in the "Associate Professional" and "Professional" job titles are exempt under federal, Connecticut and California law, ruling instead that the workers should have been classified as nonexempt and paid overtime. The jury found CSC's violations to be willful, triggering additional damages. The misclassifications were made despite the fact that, in 2005, CSC paid $24 million to settle similar claims from a previous group of technical support workers. Following the issuance of a Report and Recommendation from a Court-appointed special master, the Court entered judgment ordering CSC to pay damages totaling $18,755,016.46 to class members. That judgment is currently on appeal to the Second Circuit Court of Appeals.

SENNE V. MAJOR LEAGUE BASEBALL, NO. 14-CV-00608 (N.D. CAL.)

Lieff Cabraser represents current and former Minor League Baseball players employed under uniform player contracts in a class and collective action seeking unpaid overtime and minimum wages under the Fair Labor Standards Act and state laws. The complaint alleges that Major League Baseball ("MLB"), the MLB franchises, and other defendants paid minor league players a uniform monthly fixed salary that, in light of the hours worked, amounts to less than the minimum wage and an unlawful denial of overtime pay. In August 2019, the Ninth Circuit Court of Appeals upheld certification of a California Class, overturned the denial of certification of the Arizona

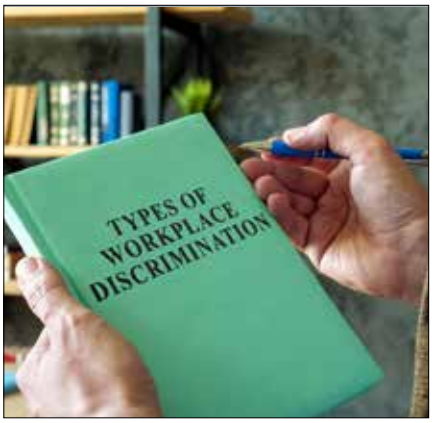
and Florida Classes, and affirmed the certification of an FLSA collective action. The defendants have petitioned the Supreme Court for a writ of certiorari.

IN RE: AME CHURCH EMPLOYEE RETIREMENT FUND LITIGATION, MDL 3035 (W.D.TENN.)

Lieff Cabraser has been appointed to the Plaintiffs Steering Committee in a multidistrict litigation on behalf of clergy and other employees of the African Methodist Episcopal Church who had almost $90 million of their retirement funds misappropriated. The litigation has been centralized in the Western District of Tennessee and it includes as defendants church officials, the church's investment advisors, and others. The case has been consolidated into multidistrict litigation before Judge S. Thomas Anderson of the U.S. District Court for the Western District of Tennessee, and a consolidated complaint was filed in late August 2022.

NYONG'O V. SUTTER HEALTH, ET AL., 3:21-CV-06238 (SF SUP. CT.)

Lieff Cabraser represents Dr. Omondi Nyong'o in a race discrimination lawsuit against Sutter Health for multiple violations of California law arising from a racially toxic workplace. The complaint alleges that nationally-recognized Dr. Nyong'o has been subject to a pattern of racial discrimination, including pay and promotion discrimination, down-leveling, and biased reviews. The lawsuit, filed in June 2021, seeks declaratory and monetary relief, and plaintiffs have already won two significant discovery victories.



EMPLOYMENT LAW
Representative Achievements & Successes

CHEN-OSTER V. GOLDMAN SACHS, NO. 10-6950 (S.D.N.Y.)

Lieff Cabraser serves as Co-Lead Counsel for plaintiffs in a gender discrimination class action lawsuit against Goldman Sachs alleging Goldman Sachs has engaged in systemic and pervasive discrimination against its female professional employees in violation of Title VII of the Civil Rights Act of 1964 and New York City Human Rights Law. The complaint charges that, among other things, Goldman Sachs pays its female professionals less than similarly situated males, disproportionately promotes men over equally or more qualified women, and offers better business opportunities and professional support to its male professionals. In 2012, the Court denied defendant's motion to strike class allegations.

On March 10, 2015, Magistrate Judge James C. Francis IV issued a recommendation against certifying the class. In April of 2017, District Court Judge Analisa Torres granted plaintiffs' motion to amend their complaint and add new representative plaintiffs, denied Goldman Sachs' motions to dismiss the new plaintiffs' claims, and ordered the parties to submit proposals by April 26, 2017, on a process for addressing Magistrate Judge Francis' March 2015 Report and Recommendation on class certification.

On March 30, 2018, Judge Torres issued an order certifying the plaintiffs' damages class under Federal Rule of Civil Procedure Rule 23(b)(3). Judge Torres certified plaintiffs' claims for both disparate impact and disparate treatment discrimination, relying on statistical evidence of discrimination in pay, promotions, and performance evaluations, as well as anecdotal evidence of Goldman's hostile work environment. In so ruling, the court also granted plaintiffs' motion to exclude portions of Goldman's expert evidence as unreliable, and denied all of Goldman's motions to exclude plaintiffs' expert evidence.

After certification and completion of notice, Goldman attempted to remove over half of the 3,220+ class members to arbitration. Plaintiffs objected, filing for sanctions against Goldman for violations of FRCP 23(d). In 2020, the Magistrate Judge assigned to the case issued a recommendation agreeing with plaintiffs that Goldman Sachs disseminated misleading communications leading to some class members opting out of arbitration. The case is proceeding toward trial on whether Goldman violated federal and NY law by

gender discrimination against the Class.

On May 15, 2023, on the eve of trial, the court granted preliminary approval to a $215 million class settlement. This is an historic settlement for many reasons: It is one of the largest discrimination settlements in U.S. history; it is also the single largest gender bias settlement that has occurred in advance of employees winning their case at trial, and the third-largest gender bias settlement of any kind on record (the larger ones coming years after the employees won at trial). It is nearly five times larger than the next-largest gender bias class action settlement involving a Wall Street firm. In addition, the settlement represents approximately 78% of potential damages in the case, and 50% of all potential class damages. We are unaware of another gender class settlement before trial that had a higher recovery of potential exposure.

SHELBY STEWART ET AL., VS KAISER FOUNDATION HEALTH PLAN INC. ET AL., NO. 21-590966 (SAN FRANCISCO SUP. CT.)

Lieff Cabraser and co-counsel filed a race discrimination class action against Kaiser Foundation Health Plan, Kaiser Foundation Hospitals, The Permanente Medical Group, and the SoCal Permanente Medical Group on behalf of more than 2,200 African American employees at each of the Kaiser Permanente entities.

After two years of negotiation, the parties settled in April 2021 for $11.5 million; Kaiser also agreed to institute comprehensive workplace programs to ensure that African-American employees' compensation and opportunities for advancement are fair and equitable. The settlement received final approval in March 2022.

KALODIMOS V. MEREDITH CORPORATION D/B/A WSMV CHANNEL 4, NO. 3:18-CV-01321 (M.D. TENN.)

Lieff Cabraser represented Demetria Kalodimos, the longest running anchor in the history of Middle Tennessee's Channel 4 news network, in sex and age discrimination claims against the network. Ms. Kalodimos was the longest running anchor in the history of Channel 4, known within the community as the "face of Channel 4," and had received both local and national accolades for journalistic excellence when she was terminated in 2017. On behalf of Ms. Kalodimos, Lieff Cabraser litigated claims for violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Tennessee Human Rights Act, and the common law. The parties resolved these disputes in 2019, following a private mediation.

BUTLER V. HOME DEPOT, NO. C94-4335 SI (N.D. CAL.)

Lieff Cabraser and co-counsel represented a class of approximately 25,000 female employees and applicants for employment with Home Depot's West Coast Division who alleged gender discrimination in connection with hiring, promotions, pay, job assignment, and other terms and conditions of employment. The class was certified in January 1995. In January 1998, the Court approved a $87.5 million settlement of the action that included comprehensive

injunctive relief over the term of a five-year Consent Decree. Under the terms of the settlement, Home Depot modified its hiring, promotion, and compensation practices to ensure that interested and qualified women were hired for, and promoted to, sales and management positions.

On January 14, 1998, U.S. District Judge Susan Illston commented that the settlement provides "a very significant monetary payment to the class members for which I think they should be grateful to their counsel. . . . Even more significant is the injunctive relief that's provided for…" By 2003, the injunctive relief had created thousands of new job opportunities in sales and management positions at Home Depot, generating the equivalent of over approximately $100 million per year in wages for female employees.

GILES V. ALLSTATE, JCCP NOS. 2984 AND 2985

Lieff Cabraser represented a class of Allstate insurance agents seeking reimbursement of out-of-pocket costs. The action settled for approximately $40 million.

GOOGLE GENDER PAY BIAS LAWSUIT

In October 2022, a California Superior Court judge granted final approval to a $118 million settlement of litigation brought on behalf of over 15,000 female Google workers who allege the tech giant engaged

in systemic and pervasive pay and promotion discrimination since 2013 against its female software engineers. Filed by Lieff Cabraser and co-counsel in 2017 under California's then-newly-amended Equal Pay law, the Google Gender Discrimination class action broke new ground in tech employment law as it addressed two pernicious and long-standing practices, the under-leveling of women relative to comparable men at hire, and using candidates' past salary information to determine their pay rate, the latter a process that perpetuated inequity as women on average have historically been paid significantly less than men.

ROSENBURG V. IBM, NO. C 06-0430 PJH (N.D. CAL.)

In July 2007, the Court granted final approval to a $65 million settlement of a class action suit by current and former technical support workers for IBM seeking unpaid overtime. The settlement constitutes a record amount in litigation seeking overtime compensation for employees in the computer industry. Plaintiffs alleged that IBM illegally misclassified its employees who install or maintain computer hardware or software as "exempt" from the overtime pay requirements of federal and state labor laws.

SATCHELL V. FEDEX EXPRESS, NO. C 03-2659 SI, C 03-2878 SI (N.D. CAL.)

In 2007, the Court granted final approval to a $54.9 million settlement

of the race discrimination class action lawsuit by African American and Latino employees of FedEx Express. The settlement requires FedEx to reform its promotion, discipline, and pay practices. Under the settlement, FedEx will implement multiple steps to promote equal employment opportunities, including making its performance evaluation process less discretionary, discarding use of the "Basic Skills Test" as a prerequisite to promotion into certain desirable positions, and changing employment policies to demonstrate that its revised practices do not continue to foster racial discrimination. The settlement, covering 20,000 hourly employees and operations managers who have worked in the western region of FedEx Express since October 1999, was approved by the Court in August 2007.

GONZALEZ V. ABERCROMBIE & FITCH STORES, NO. C03-2817 SI (N.D. CAL.)

In April 2005, the Court approved a settlement, valued at approximately $50 million, which requires the retail clothing giant Abercrombie & Fitch to provide monetary benefits of $40 million to the class of Latino, African American, Asian American and female applicants and employees who charged the company with discrimination. The settlement included a six-year period of injunctive relief requiring the company to institute a wide range of policies and programs to promote diversity among its workforce and to prevent discrimination based on race or gender. Lieff Cabraser served as Lead Class Counsel and prosecuted the case with a number of co-counsel firms, including the Mexican American Legal Defense and Education Fund, the Asian Pacific American Legal Center and the NAACP Legal Defense and Educational Fund, Inc.

FRANK V. UNITED AIRLINES, NO. C-92-0692 MJJ (N.D. CAL.)

Lieff Cabraser and co-counsel obtained a $36.5 million settlement in February 2004 for a class of female flight attendants who were required to weigh less than comparable male flight attendants. Former U.S. District Court Judge Charles B. Renfrew (ret.), who served as a mediator in the case, stated, "As a participant in the settlement negotiations, I am familiar with and know the reputation, experience and skills of lawyers involved. They are dedicated, hardworking and able counsel who have represented their clients very effectively." U.S. District Judge Martin J. Jenkins, in granting final approval to the settlement, found "that the results achieved here could be nothing less than described as exceptional," and that the settlement "was obtained through the efforts of outstanding counsel."

CALIBUSO V. BANK OF AMERICA CORPORATION, MERRILL LYNCH & CO., NO. CV10-1413 (E.D. N.Y.)

Lieff Cabraser served as Co-Lead Counsel for female Financial Advisors who alleged that Bank of America and Merrill Lynch engaged in a pattern and practice of gender discrimination with respect to business opportunities and compensation. The complaint charged that these violations were systemic, based upon company-wide policies and practices.

In December 2013, the Court approved a $39 million settlement. The settlement included three years of programmatic relief, overseen by an independent monitor, regarding teaming and partnership agreements, business generation, account distributions, manager evaluations, promotions, training, and complaint processing and procedures, among other things. An independent consultant also conducted an internal study of the bank's Financial Advisors' teaming practices.

BARNETT V. WAL-MART, NO. 01-2-24553-SNKT (WASH.)

The Court approved in July 2009 a settlement valued at up to $35 million on behalf of workers in Washington State who alleged they were deprived of meal and rest breaks and forced to work off-the-clock at Wal-Mart stores and Sam's Clubs. In addition to monetary relief, the settlement provided injunctive relief benefiting all employees. Wal-Mart was required to undertake measures to prevent wage and hour violations at its 50 stores and clubs in Washington, measures that included the use of new technologies and compliance tools.

Plaintiffs filed their complaint in 2001. Three years later, the Court certified a class of approximately 40,000 current and former Wal-Mart employees. The eight years of litigation were intense and adversarial. Wal-Mart, currently the world's third largest corporation, vigorously denied liability and spared no expense in defending itself.

This lawsuit and similar actions filed against Wal-Mart across America served to reform the pay procedures and employment practices for Wal-Mart's 1.4 million employees nationwide. In a press release announcing the Court's approval of the settlement, Wal-Mart spokesperson Daphne Moore stated, "This lawsuit was filed years ago and the allegations are not representative of the company we are today." Lieff Cabraser served as Court-appointed Co-Lead Class Counsel.

VEDACHALAM V. TATA CONSULTANCY SERVICES, C 06-0963 CW (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel for 12,700 foreign nationals sent by the Indian conglomerate Tata to work in the U.S. After 7 years of hard-fought litigation, the District Court in July 2013 granted final approval to a $29.75 million settlement. The complaint charged that Tata breached the contracts of its non-U.S.-citizen employees by requiring them to sign over their federal and state tax refund checks to Tata, and by failing to pay its non-U.S.-citizen employees the monies promised to those employees before they came to the United States. In 2007 and again in 2008, the District Court denied Tata's motions to compel arbitration of Plaintiffs' claims in India. The Court held that no arbitration agreement existed because the documents purportedly requiring arbitration in India applied one set of rules to the Plaintiffs and another set to Tata. In 2009, the Ninth Circuit Court of Appeals affirmed this decision. In July 2011, the District Court denied in part Tata's motion for summary judgment, allowing Plaintiffs' legal claims for breach of contract and certain violations of California wage laws to go forward.

In 2012, the District Court found that the plaintiffs satisfied the legal requirements for a class action and certified two classes.

AMOCHAEV. V. CITIGROUP GLOBAL MARKETS, D/B/A SMITH BARNEY, NO. C 05-1298 PJH (N.D. CAL.)

In August 2008, the Court approved a $33 million settlement for the 2,411 members of the Settlement Class in a gender discrimination case against Smith Barney. Lieff Cabraser represented Female Financial Advisors who charged that Smith Barney, the retail brokerage unit of Citigroup, discriminated against them in account distributions, business leads, referral business, partnership opportunities, and other terms of employment. In addition to the monetary compensation, the settlement included comprehensive injunctive relief for four years designed to increase business opportunities and promote equality in compensation for female brokers.

GIANNETTO V. COMPUTER SCIENCES CORPORATION, NO. 03-CV-8201 (C.D. CAL.)

In one of the largest overtime pay dispute settlements ever in the information technology industry, the Court approved a $24 million settlement with Computer Sciences Corporation in 2005. Plaintiffs charged that the global conglomerate had a common practice of refusing to pay overtime compensation to its technical support workers involved in

the installation and maintenance of computer hardware and software in violation of the Fair Labor Standards Act, California's Unfair Competition Law, and the wage and hour laws of 13 states.

BUTTRAM V. UPS, NO. C-97-01590 MJJ (N.D. CAL.)

Lieff Cabraser and several co-counsel represented a class of approximately 14,000 African-American part-time hourly employees of UPS's Pacific and Northwest Regions alleging race discrimination in promotions and job advancement. In 1999, the Court approved a $12.14 million settlement of the action. Under the injunctive relief portion of the settlement, Class Counsel monitored the promotions of African-American part-time hourly employees to part-time supervisor and full-time package car drivers.

CURTIS-BAUER V. MORGAN STANLEY & CO., CASE NO. C-06-3903 (TEH)

In October 2008, the Court approved a $16 million settlement in the class action against Morgan Stanley. The complaint charged that Morgan Stanley discriminated against African-American and Latino Financial Advisors and Registered Financial Advisor Trainees in the Global Wealth Management Group of Morgan Stanley in compensation and business opportunities. The

settlement included comprehensive injunctive relief regarding account distributions, partnership arrangements, branch manager promotions, hiring, retention, diversity training, and complaint processing, among other things. The settlement also provided for the appointment of an independent Diversity Monitor and an independent Industrial Psychologist to effectuate the terms of the agreement.

CHURCH V. CONSOLIDATED FREIGHTWAYS, NO. C90-2290 DLJ (N.D. CAL.)

Lieff Cabraser was the Lead Court-appointed Class Counsel in this class action on behalf of the exempt employees of Emery Air Freight, a freight forwarding company acquired by Consolidated Freightways in 1989. On behalf of the employee class, Lieff Cabraser prosecuted claims for violation of the Employee Retirement Income Security Act, the securities laws, and the Age Discrimination in Employment Act. The case settled in 1993 for $13.5 million.

GODDARD, ET AL. V. LONGS DRUG STORES CORPORATION, ET AL., NO. RG04141291 (CAL. SUPR. CT.)

Store managers and assistant store managers of Longs Drugs charged that the company misclassified them as exempt from overtime wages. Managers regularly worked in excess of 8 hours per day and 40 hours per week without compensation for their overtime hours. Following mediation, in 2005, Longs Drugs agreed to settle the claims for a total of $11 million. Over 1,000 current and former Longs Drugs managers and assistant managers were eligible for compensation under the settlement, over 98% of the class submitted claims.

GERLACH V. WELLS FARGO & CO., NO. C 05-0585 CW (N.D. CAL.)

In January 2007, the Court granted final approval to a $12.8 million

settlement of a class action suit by current and former business systems employees of Wells Fargo seeking unpaid overtime. Plaintiffs alleged that Wells Fargo illegally misclassified those employees, who maintained and updated Wells Fargo's business tools according to others' instructions, as "exempt" from the overtime pay requirements of federal and state labor laws.

BUCCELLATO V. AT&T OPERATIONS, NO. C10-00463-LHK (N.D. CAL.)

Lieff Cabraser represented a group of current and former AT&T technical support workers who alleged that AT&T misclassified them as exempt and failed to pay them for all overtime hours worked, in violation of federal and state overtime pay laws. In June 2011, the Court approved a $12.5 million collective and class action settlement.

GOTTLIEB V. SBC COMMUNICATIONS, NO. CV-00-04139 AHM (MANX) (C.D. CAL.)

With co-counsel, Lieff Cabraser represented current and former employees of SBC and Pacific Telesis Group ("PTG") who participated in AirTouch Stock Funds, which were at one time part of PTG's salaried and non-salaried savings plans. After acquiring PTG, SBC sold AirTouch, which PTG had owned, and caused the AirTouch Stock Funds that were included in the PTG employees' savings plans to be liquidated. Plaintiffs alleged that in eliminating

the AirTouch Stock Funds, and in allegedly failing to adequately communicate with employees about the liquidation, SBC breached its duties to 401k plan participants under the Employee Retirement Income Security Act. In 2002, the Court granted final approval to a $10 million settlement.

ELLIS V. COSTCO WHOLESALE CORP., NO. 04-03341-EMC (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel for current and former female employees who charged that Costco discriminated against women in promotion to management positions. In January 2007, the Court certified a class consisting of over 750 current and former female Costco employees nationwide who were denied promotion to General Manager or Assistant Manager since January 3, 2002. Costco appealed. In September 2011, the U.S. Court of Appeals for the Ninth Circuit remanded the case to the District Court to make class certification findings consistent with the U.S. Supreme Court's ruling in *Wal-Mart v. Dukes*, 131 S.Ct. 2541 (2011). In September 2012, U.S. District Court Judge Edward M. Chen granted plaintiffs' motion for class certification and certified two classes of over 1,250 current and former female Costco employees, one for injunctive relief and the other for monetary relief. On May 27, 2014, the Court approved an $8 million settlement.

TROTTER V. PERDUE FARMS, NO. C 99-893-RRM (JJF) (MPT) (D. DEL.)

Lieff Cabraser represented a class of chicken processing employees of Perdue Farms, Inc., one of the nation's largest poultry processors, for wage and hour violations. The suit challenged Perdue's failure to compensate its assembly line employees for putting on, taking off, and cleaning protective and sanitary equipment in violation of the Fair Labor Standards Act, various state wage and hour laws, and the Employee Retirement Income Security Act. Under a settlement approved by the Court in 2002, Perdue paid $10 million for wages lost by its chicken processing employees and attorneys' fees and costs. The settlement was in addition to a $10 million settlement of a suit brought by the Department of Labor in the wake of Lieff Cabraser's lawsuit.

THOMAS V. CALIFORNIA STATE AUTOMOBILE ASSOCIATION, NO. CH217752 (CAL. SUPR. CT.)

With co-counsel, Lieff Cabraser represented 1,200 current and former field claims adjusters who worked for the California State Automobile Association ("CSAA"). Plaintiffs alleged that CSAA improperly classified their employees as exempt, therefore denying them overtime pay for overtime worked. In May 2002, the Court approved an $8 million settlement of the case.

ZUCKMAN V. ALLIED GROUP, NO. 02-5800 SI (N.D. CAL.)

In September 2004, the Court approved a settlement with Allied Group and Nationwide Mutual Insurance Company of $8 million plus Allied/Nationwide's share of payroll taxes on amounts treated as wages, providing plaintiffs a 100% recovery on their claims. Plaintiffs, claims representatives of Allied / Nationwide, alleged

that the company misclassified them as exempt employees and failed to pay them and other claims representatives in California overtime wages for hours they worked in excess of eight hours or forty hours per week. In approving the settlement, U.S. District Court Judge Susan Illston commended counsel for their "really good lawyering" and stated that they did "a splendid job on this" case.

ZABOROWSKI V. MHN GOVERNMENT SERVICES, NO. 12-CV-05109-SI (N.D. CAL.)

Lieff Cabraser represented current and former Military and Family Life Consultants ("MFLCs") in a class action lawsuit against MHN Government Services, Inc. ("MHN") and Managed Health Network, Inc., seeking overtime pay under the federal Fair Labor Standards Act and state laws. The complaint charged that MHN misclassified the MFLCs as independent contractors and as "exempt" from overtime and failed to pay them overtime pay for hours worked over 40 per week. In April 2013, the Court denied MHN's motion to compel arbitration and granted plaintiff's motion for conditional certification of a FLSA collective action. In December 2014, the U.S. Court of Appeals for the Ninth Circuit upheld the district court's determination that the arbitration clause in MHN's employee contract was procedurally and substantively unconscionable. MHN appealed to the United States Supreme Court.

MHN did not contest that its agreement had several unconscionable components; instead, it asked the Supreme Court to sever the unconscionable terms of its arbitration agreement and nonetheless send the MFLCs' claims to arbitration. The Supreme Court granted MHN's petition for certiorari on October 1, 2015, and was scheduled to hear the case in the 2016 spring term in *MHN Gov't Servs., Inc. v. Zaborowski*, No. 14-1458. While the matter was pending before the Supreme Court, an arbitrator approved a class settlement in the matter, which resulted in payment of $7,433,109.19 to class members.

IN RE FARMERS INSURANCE EXCHANGE CLAIMS REPRESENTATIVES' OVERTIME PAY LITIGATION, MDL NO. 1439 (D. OR.)

Lieff Cabraser and co-counsel represented claims representatives of Farmers' Insurance Exchange seeking unpaid overtime. Lieff Cabraser won a liability phase trial on a classwide basis, and then litigated damages on an individual basis before a special master. The judgment was partially upheld on appeal. In August 2010, the Court approved an $8 million settlement.

HIGAZI V. CADENCE DESIGN SYSTEMS, NO. C 07-2813 JW (N.D. CAL.)

In July 2008, the Court granted final approval to a $7.664 million settlement of a class action suit by current and former technical support workers for Cadence seeking unpaid overtime. Plaintiffs alleged that Cadence illegally misclassified its employees who install, maintain, or support computer hardware or software as "exempt" from the overtime pay requirements of federal and state labor laws.

SANDOVAL V. MOUNTAIN CENTER, INC., ET AL., NO. 03CC00280 (CAL. SUPR. CT.)

Cable installers in California charged that defendants owed them overtime wages, as well as damages for missed meal and rest breaks and reimbursement for expenses incurred on the job. In 2005, the Court approved a $7.2 million settlement of the litigation, which was distributed to the cable installers who submitted claims.

WYNNE V. MCCORMICK & SCHMICK'S SEAFOOD RESTAURANTS, NO. C 06-3153 CW (N.D. CAL.)

In August 2008, the Court granted final approval to a settlement valued at $2.1 million, including substantial injunctive relief, for a class of African American restaurant-level hourly employees. The consent decree created hiring benchmarks to increase the number of African Americans employed in front of the house jobs (e.g., server, bartender, host/hostess, waiter/waitress, and cocktail server), a registration of interest program to minimize discrimination in promotions, improved complaint procedures, and monitoring and enforcement mechanisms.

LEWIS V. WELLS FARGO, NO. 08-CV-2670 CW (N.D. CAL.)

Lieff Cabraser served as Lead Counsel on behalf of approximately 330 I/T workers who alleged that Wells Fargo had a common practice of misclassifying them as exempt and failing to pay them for all overtime hours worked in violation of federal and state overtime pay laws. In April 2011, the Court granted collective action certification of the FLSA claims and approved a $6.72 million settlement of the action.

MARTIN V. BOHEMIAN CLUB, NO. SCV-258731 (CAL. SUPR. CT.)

Lieff Cabraser and co-counsel represented a class of approximately 659 individuals who worked seasonally as camp valets for the Bohemian Club. Plaintiffs alleged that they had been misclassified as independent contractors, and thus were not paid for overtime or meal-and-rest breaks as required under California law. The Court granted final approval of a $7 million settlement resolving all claims in September 2016.

HOLLOWAY V. BEST BUY, NO. C05-5056 PJH (N.D. CAL.)

Lieff Cabraser, with co-counsel, represented a class of current employees of Best Buy that alleged Best Buy stores nationwide discriminated against women, African Americans, and Latinos. The complaint charged that these employees were assigned to less desirable positions and denied promotions, and that class members who attained managerial positions were paid less than white males. In November 2011, the Court approved a settlement of the class action in which Best Buy agreed to changes to

its personnel policies and procedures that will enhance the equal employment opportunities of the tens of thousands of women, African Americans, and Latinos employed by Best Buy nationwide.

KAHN V. DENNY'S, NO. BC177254 (CAL. SUPR. CT.)

Lieff Cabraser brought a lawsuit alleging that Denny's failed to pay overtime wages to its General Managers and Managers who worked at company-owned restaurants in California. The Court approved a $4 million settlement of the case in 2000.

SHERRILL V. PREMERA BLUE CROSS, NO. 2:10-CV-00590-TSZ (W.D. WASH.)

In April 2010, a technical worker at Premera Blue Cross filed a lawsuit against Premera seeking overtime pay from its misclassification of technical support workers as exempt. In June 2011, the Court approved a collective and class action settlement of $1.45 million.

LYON V. TMP WORLDWIDE, NO. 993096 (CAL. SUPR. CT.)

Lieff Cabraser served as Class Counsel for a class of certain non-supervisory employees in an advertising firm. The settlement, approved in 2000, provided almost a 100% recovery to class members. The suit alleged that TMP failed to pay overtime wages to these employees.

LUSARDI V. MCHUGH, SECRETARY OF THE ARMY, NO. 0120133395 (U.S. EEOC)

Lieff Cabraser and the Transgender Law Center represent Tamara Lusardi, a transgender civilian software specialist employed by the U.S. Army. In a groundbreaking decision in April 2015, the Equal Employment Opportunity Commission reversed a lower agency decision and held that the employer subjected Lusardi to disparate treatment and harassment based on sex in violation of Title VII of the Civil Rights Act of 1964 when (1) the employer restricted her from using the common female restroom (consistent with her gender identity) and (2) a team leader intentionally and repeatedly referred to her by male pronouns and made hostile remarks about her transition and gender.

ENVIRONMENTAL & TOXIC EXPOSURES

Environmental spills and other industry-created disasters wreak havoc on the living world around us with alarming regularity. These avoidable disasters include wildfires caused by negligently located, maintained, or designed utility equipment, oil spills, coal ash and other industrial spills, refinery and rig explosions, and long-term leakage of industrial pollutants and toxic and mutagenic chemicals into precious groundwater supplies and lifeblood rivers used by wildlife and communities for drinking water.

Lieff Cabraser possesses the expertise and financial resources to thoroughly investigate fires and environmental exposure cases and hold those responsible accountable. We have successfully prosecuted cases against many of the world's most powerful corporations, obtaining multiple billions of dollars in recoveries, including for families, businesses and property owners throughout the U.S.

Representative Current Cases

BRAZIEL V. WHITMER, ET AL., CASE 1:21-CV-00960-JTN-PJG (W.D. MICHIGAN, SOUTHERN DIVISION)

In late May 2022, Lieff Cabraser and civil rights legends Edwards & Jennings, P.C. filed a proposed Second Amended Class Action Complaint on behalf of the residents of Benton Harbor, Michigan, in the federal public health emergency litigation arising from the poisoning of the Benton Harbor, Michigan, water supply caused by lead, bacteria, and other contaminants. As described in the Complaint, since at least 2018, Benton Harbor residents, including children and infants, have been exposed, through ingestion and other uses of water, to dangerously high levels of lead and other contaminants that exceed those permissible under the state and national Safe Drinking Water Acts.

An environmental justice community most impacted by environmental harms and risks, with a population composed primarily of 85% African-American residents, 27% of Benton Harbor's population are children. The plaintiffs, many of whom are children and infants, have been and continue to be exposed to extreme toxicity from lead and other hazardous contaminants, causing an "imminent and substantial endangerment to their health."

STERLING, ET AL. V. THE CITY OF JACKSON, MISSISSIPPI, ET AL., CASE NO. 3:22-CV-00531-KHJ-MTP (S.D. MISS., NORTHERN DIVISION)

On September 16, 2022, Lieff Cabraser and co-counsel filed the first federal class action lawsuit on behalf of the residents of Jackson, Mississippi over the extreme water crisis in and around Jackson that left residents without running water for weeks but which arose out of decades of alleged neglect and administrative and political failure. The lawsuit seeks injunctive relief and monetary damages against various government and private engineering defendants over the neglect, mismanagement, and maintenance failures that led to an environmental catastrophe leaving

over 153,000 Jackson-area residents without access to safe running water.

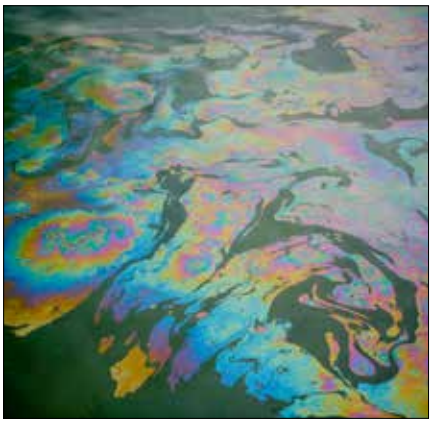
As described in the Complaint, the City of Jackson's water supply has been neglected for decades, culminating in a complete shutdown in August 2022 that left over 153,000 residents, 82% of whom are Black, without access to running water. These residents lacked safe drinking water, or water for making powdered baby formula, cooking, showering, or laundry. During the long period where the city had no water pressure—and was unable to facilitate the flow of water—residents of Jackson could not flush their toilets for days at a time.

ENVIRONMENTAL & TOXIC EXPOSURES
Representative Achievements & Successes

GUTIERREZ V. AMPLIFY, NO. 8:21-CV-01628 (C.D. CAL.)

On Saturday October 2nd, 2021, a failure occurred in a pipeline running from the Port of Long Beach to an offshore oil platform known as Elly, owned by Amplify Energy and operated by Beta Operating Company. The failure caused what is now estimated to be tens of thousands of gallons of oil to gush into the Catalina Channel, creating a slick that spans over 8,000 acres. The spill has left oil along long stretches of beach in Newport Beach, Laguna Beach and Huntington Beach, killing fish and birds and threatening ecologically sensitive wetlands in what officials are calling an environmental disaster. Commercial fishing off this part of the coast is now closed, severely affecting fishers and fish processors throughout the region. Homeowners with beachfront properties or easements are also impacted, as are city beaches.

On December 20, 2021, U.S. District Judge David O. Carter of the Central District of California appointed Lieff Cabraser partner Lexi J. Hazam as Interim Co-Lead Counsel in the Orange County Oil Spill Litigation. Judge Carter also appointed three Special Masters to assist the Court in the litigation.



On January 28, 2022, Interim Co-Lead Counsel filed a Consolidated Class Action Complaint on behalf of commercial fishers, local property owners, and waterfront tourism businesses against Amplify Energy Corporation and related co-defendants, as well as shipping companies and their related codefendants and ships. That Complaint was amended on March 21, 2022 and states numerous liability claims, and sought all recoverable compensatory, statutory, and other damages, including remediation costs, as well as injunctive relief.

On April 24, 2023, Hon. David O. Carter of the Central District of California approved the Class Plaintiffs' $50 million settlement with Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company. Under the Settlement approved by the Court, Amplify will pay $34 million to the Fisher Class, $9 million to the Property Class, and $7 million to the Waterfront Tourism Class. In addition, Amplify has agreed to injunctive relief to help prevent future spills, including installation of a new leak detection system, use of remotely-operated vehicles to detect pipeline movement and allow rapid reporting to federal and state authorities, increased staffing on the off-shore platform and control room, and the establishment of a one-call alert system to report any threatened release of hazardous substances.

ANDREWS, ET AL. V. PLAINS ALL AMERICAN PIPELINE, ET AL., NO. 2:15-CV-04113-PSG-JEM (C.D. CAL.)

Lieff Cabraser is Court-appointed Class Counsel in this action arising from an oil spill in Santa Barbara County in May 2015. A pipeline owned by Plains ruptured, and oil

from the pipeline flowed into the Pacific Ocean, soiling beaches and impacting local fisheries. Lieff Cabraser represents homeowners who lost the use of the beachfront amenity for which they pay a premium, local oil platform workers who were laid off as a result of the spill and subsequent closure of the pipeline, as well as fishers whose catch was impacted by the oil spill. Plaintiffs allege that defendants did not follow basic safety protocols when they installed the pipeline, failed to properly monitor and maintain the pipeline, ignored clear signs that the pipeline was corroded and in danger of bursting, and failed to promptly respond to the oil spill when the inevitable rupture occurred.

A settlement was reached in 2022 that would provide $184 million to a class of Fishers and Fish Processors injured as a result of the spill, and $46 million to beachfront property owners and lessees whose properties were impacted by the spill.

On September 16, 2022, the Court granted final approval to the $230 million settlement.

SOUTHERN CALIFORNIA GAS LEAK CASES, JCCP NO. 4861

Lieff Cabraser has been selected by the Los Angeles County Superior

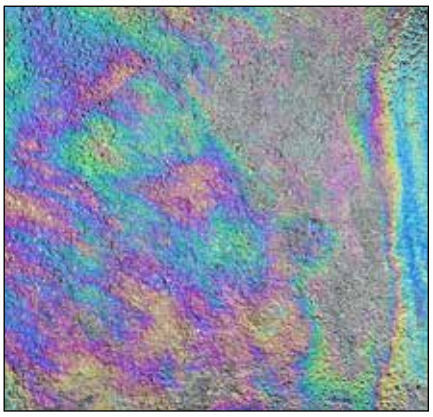
Court to help lead two important class action cases on behalf of homeowners and businesses that suffered economic injuries in the wake of the massive Porter Ranch gas leak, which began in October of 2015 and lasted into February of 2016. During this time, huge quantities of natural gas spewed out of an old well at Southern California Gas's Aliso Canyon Facility and into the air of Porter Ranch, a neighborhood located adjacent to the Facility and 25 miles northwest of Los Angeles.

This large-scale environmental disaster forced thousands of residents to leave their homes for months on end while the leak continued and for several months thereafter. It also caused local business to dry up during the busy holiday season, as many residents had evacuated the neighborhood and visitors avoided the area. Evidence suggests the leak was caused by at least one old and malfunctioning well used to inject and retrieve gas. Southern California Gas Company allegedly removed the safety valve on the well that could have prevented the leak. As a result, the gas leak has left a carbon footprint larger than the Deepwater Horizon oil spill.

Together with other firms chosen to pursue class relief for these victims, Lieff Cabraser filed two class action complaints – one on behalf of Porter Ranch homeowners, and another on behalf of Porter Ranch businesses. Southern California Gas argued in response that the injuries suffered by homeowners and businesses cannot proceed as class actions. In May 2017, the Superior Court rejected these arguments. In 2022, the class of property owners and lessees reached a settlement of $40 million. The claims of the class of business owners were ultimately denied by the California Supreme Court.

IN RE OIL SPILL BY THE OIL RIG "DEEPWATER HORIZON" IN THE GULF OF MEXICO, MDL NO. 2179 (E.D. LA.)

Lieff Cabraser served on the Court-appointed Plaintiffs' Steering Committee ("PSC") and with co-counsel represented fishermen, property owners, business owners, wage earners, and other harmed parties in class action litigation against BP, Transocean, Halliburton, and other defendants involved in the Deepwater Horizon oil rig blowout and resulting oil spill in the Gulf of Mexico on April 20, 2010. The Master Complaints alleged that the defendants were insouciant in addressing the operations of the well and the oil rig, ignored warning signs of the impending disaster, and failed to employ and/or follow proper safety measures, worker safety laws, and environmental protection laws in favor of cost-cutting measures. In 2012, the Court approved two class action settlements to fully compensate hundreds of thousands of victims of the tragedy. The settlements resolved the majority of private economic loss, property damage, and medical injury claims stemming from the Deepwater Horizon Oil Spill, and held BP fully accountable to individuals and businesses harmed by the spill. Under the settlements, there was no dollar limit on the amount BP would have to pay. In 2014, the U.S. Supreme Court denied review of BP's challenge to its own class action settlement. The settlement received final approval, and has so far delivered $11.2 billion to compensate claimants' losses. The medical settlement also received final approval, and an additional $1 billion settlement was reached with defendant Halliburton.



2014 KINGSTON, TENNESSEE TVA COAL ASH SPILL LITIGATION, NO. 3:09-CV-09 (E.D. TENN.)

Lieff Cabraser represented hundreds of property owners and businesses harmed by the largest coal ash spill in U.S. history. On December 22, 2008, more than a billion gallons of coal ash slurry spilled when a dike burst on a retention pond at the Kingston Fossil Plant operated by the Tennessee Valley Authority (TVA) in Roane County, Tennessee. A wall of coal ash slurry traveled across the Emory River, polluting the river and nearby waterways, and covering nearly 300 acres with toxic sludge, including 12 homes and damaging hundreds of properties. In March 2010, the Court denied in large part TVA's motion to dismiss the litigation. In the Fall of 2011, the Court conducted a four week bench trial on the question of whether TVA was liable for releasing the coal ash into the river system.

The issue of damages was reserved for later proceedings. In August 2012, the Court found in favor of plaintiffs on their claims of negligence, trespass, and private nuisance. In August 2014, the case came to a conclusion with TVA's payment of $27.8 million to settle the litigation.

IN RE IMPRELIS HERBICIDE MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION, MDL NO. 2284 (E.D. PA.)

Lieff Cabraser served as Co-Lead Counsel for homeowners, golf course companies and other property owners in a nationwide class action lawsuit against E.I. du Pont de Nemours & Company ("DuPont"), charging that its herbicide Imprelis caused widespread death among trees and other non-targeted vegetation across the country. DuPont marketed Imprelis as an environmentally friendly alternative to the commonly used 2,4-D herbicide. Just weeks after Imprelis' introduction to the market in late 2010, however, complaints of tree damage began to surface. Property owners reported curling needles, severe browning, and dieback in trees near turf that had been treated with Imprelis. In August 2011, the U.S. Environmental Protection Agency banned the sale of Imprelis. The complaint charged that DuPont failed to disclose the risks Imprelis posed to trees, even when applied as directed, and failed to provide instructions for the safe application of Imprelis. In response to the litigation, DuPont created a process for property owners to submit claims for damages. Approximately $600 million was paid to approximately 25,000 claimants. In October 2013, the Court approved a settlement of the class action that substantially enhanced the DuPont claims process, including by adding an extended warranty, a more limited release of claims, the right to appeal the denial of claim by DuPont to an independent arborist, and publication of DuPont's tree payment schedule.

IN RE EXXON VALDEZ OIL SPILL LITIGATION, NO. 3:89-CV-0095 HRH (D. AL.)

The Exxon Valdez ran aground on March 24, 1989, spilling 11 million gallons of oil into Prince William Sound. Lieff Cabraser served as one of the Court-appointed Plaintiffs' Class Counsel. The class consisted of fisherman and others whose livelihoods were gravely affected by the disaster. In addition, Lieff Cabraser served on the Class Trial Team that tried the case before a jury in federal court in 1994. The jury returned an award of $5 billion in punitive damages.

In 2001, the Ninth Circuit Court of Appeals ruled that the original $5 billion punitive damages verdict was excessive. In 2002, U.S. District Court Judge H. Russell Holland reinstated the award at $4 billion. Judge Holland stated that, "Exxon officials knew that carrying huge volumes of crude oil through Prince William Sound was a dangerous business, yet they knowingly permitted a relapsed alcoholic to direct the operation of the Exxon Valdez through Prince William Sound." In 2003, the Ninth Circuit again directed Judge Holland to reconsider the punitive damages award under United States Supreme Court punitive damages guidelines. In January 2004, Judge Holland issued his order finding that Supreme Court authority did not change the Court's earlier analysis.

In December 2006, the Ninth Circuit Court of Appeals issued its ruling, setting the punitive damages award at $2.5 billion. Subsequently, the U.S. Supreme Court further reduced the punitive damages award to $507.5 million, an amount equal to

the compensatory damages. With interest, the total award to the plaintiff class was $977 million.

WEST V. G&H SEED CO., ET AL., NO. 99-C-4984-A (LA. STATE CT.)

With co-counsel, Lieff Cabraser represented a certified class of 1,500 Louisiana crawfish farmers who charged in a lawsuit that Fipronil, an insecticide sold under the trade name ICON, damaged their pond grown crawfish crops. In Louisiana, rice and crawfish are often farmed together, either in the same pond or in close proximity to one another. After its introduction to the market in 1999, ICON was used extensively in Louisiana to kill water weevils that attacked rice plants. The lawsuit alleged that ICON also had a devastating effect on crawfish harvests with some farmers losing their entire crawfish crop. In 2004, the Court approved a $45 million settlement with Bayer CropScience, which during the litigation purchased Aventis CropScience, the original manufacturer of ICON. The settlement was reached after the parties had presented nearly a month's worth of evidence at trial and were on the verge of making closing arguments to the jury.

KENTUCKY COAL SLUDGE LITIGATION, NO. 00-CI-00245 (CMMW. KY.)

On October 11, 2000, near Inez, Kentucky, a coal waste storage facility ruptured, spilling 1.25 million

tons of coal sludge (a wet mixture produced by the treatment and cleaning of coal) into waterways in the region and contaminating hundreds of properties. This was one of the worst environmental disasters in the Southeastern United States. With co-counsel, Lieff Cabraser represented over 400 clients in property damage claims, including claims for diminution in the value of their homes and properties. In April 2003, the parties reached a confidential settlement agreement on favorable terms to the plaintiffs.

IN RE GCC RICHMOND WORKS CASES, JCCP, NO. 2906 (CAL. SUPR. CT.)

Lieff Cabraser served as Co-Liaison Counsel and Lead Class Counsel in coordinated litigation arising out of the release on July 26, 1993, of a massive toxic sulfuric acid cloud which injured an estimated 50,000 residents of Richmond, California. The Coordination Trial Court granted final approval to a $180 million class settlement for exposed residents.

TOMS RIVER CHILDHOOD CANCER INCIDENTS, NO. L-10445-01 MT (SUP. CT. NJ)

With co-counsel, Lieff Cabraser represented 69 families in Toms River, New Jersey, each who had a child with cancer, that claimed the cancers were caused by environmental contamination in the Toms River area. Commencing in 1998, the parties—the 69 families, Ciba Specialty Chemicals, Union Carbide and United Water Resources, Inc., a water distributor in the area—participated in an unique alternative dispute resolution process, which lead to a fair and efficient consideration of the factual and scientific issues in the matter. In December 2001, under the supervision of a mediator, a confidential settlement favorable to the families was reached.

IN RE UNOCAL REFINERY LITIGATION, NO. C 94-04141 (CAL. SUPR. CT.)

Lieff Cabraser served as one of two Co-Lead Class Counsel and on the Plaintiffs' Steering Committee in this action against Union Oil Company of California ("Unocal") arising from a series of toxic releases from Unocal's San Francisco refinery in Rodeo, California. The action was settled in 1997 on behalf of approximately 10,000 individuals for $80 million.

IN RE SACRAMENTO RIVER SPILL CASES I AND II, JCCP NOS. 2617 & 2620 (CAL. SUPR. CT.)

On July 14, 1991, a Southern Pacific train tanker car derailed in northern California, spilling 19,000 gallons of a toxic pesticide, metam sodium, into the Sacramento River near the town of Dunsmir at a site along the rail lines known as the Cantara Loop. The metam sodium mixed thoroughly with the river water and had a devastating effect on the river and surrounding ecosystem. Within a week, every fish, 1.1 million in total, and all other aquatic life in a 45-mile stretch of the Sacramento River was killed. In addition, many residents living along the river became ill with symptoms that included headaches, shortness of breath, and vomiting. The spill is considered the worst inland ecological disaster in California history.

Lieff Cabraser served as Court appointed Plaintiffs' Liaison Counsel and Lead Class Counsel, and chaired the Plaintiffs' Litigation Committee in coordinated proceedings that included all of the lawsuits arising out of this toxic spill. Settlement proceeds of approximately $16 million were distributed pursuant to Court approval of a plan of allocation to four certified plaintiff classes: personal injury, business loss, property damage/ diminution, and evacuation.

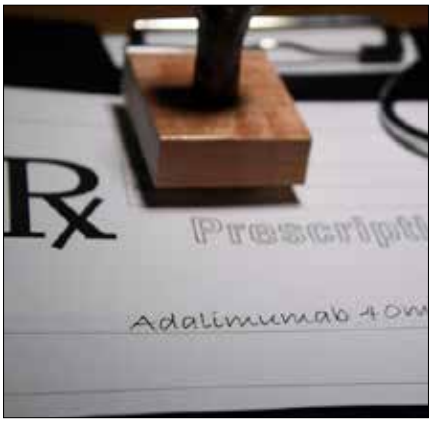
FALSE CLAIMS ACT

Lieff Cabraser represents whistleblowers in a wide range of False Claims Act cases, including Medicare kickback and healthcare fraud, defense contractor fraud, and securities and financial fraud. We have more than a dozen whistleblower cases currently under seal and investigation in federal and state jurisdictions across the U.S. For that reason, we do not list all of our current False Claims Act and qui tam cases in our firm resume.

Representative Achievements & Successes

STATE OF CALIFORNIA V. ABBVIE, INC., NO. RG18893169 (CAL. SUP. CT.)

On September 18, 2018, Lieff Cabraser and California Insurance Commissioner Dave Jones sued AbbVie, Inc. for violations of the Insurance Frauds Prevention Act ("IFPA") by providing kickbacks to healthcare providers throughout California relating to sale of the immunosuppressive drug Humira. The lawsuit, filed in California Superior Court in Alameda, California, alleged that AbbVie engaged in a far-reaching scheme to maximize profits and the number of prescriptions of Humira via "classic" kickbacks—including cash, meals, drinks, gifts, trips, and patient referrals—as well as more sophisticated kickbacks, including professional services to physicians to induce and reward Humira prescriptions. The Complaint further alleged that AbbVie deployed so-called "Ambassadors" directly into patients' homes, ostensibly to provide a helping hand, but in fact to provide valuable services to benefit health care providers, ensure prescriptions were filled, and deflect patient concerns. In addition, AbbVie directed its Ambassadors to avoid patient questions about risks for the dangerous drug. These kickbacks saved time and money for doctors and their staff.



Defendants sought removal to federal court, but in July 2019 Northern District Judge James Donato issued an order remanding the case back to California Superior Court, noting that plaintiffs brought suit against AbbVie only for its conduct in California, that of pursuing its two illicit schemes to "pump up" the sales of Humira in California. In August 2020, the California Department of Insurance Fraud announced a $24 million settlement of the case that included meaningful Humira marketing reforms. "AbbVie's prior practices in marketing HUMIRA egregiously put profits ahead of transparency in patient care and violated California law," noted California Insurance Commissioner Ricardo Lara. "This settlement delivers important reforms to AbbVie's business practices and a substantial monetary recovery that will be used to continue to combat insurance fraud."

GOLD COAST HEALTH PLAN QUI TAM MISUSE OF GOVERNEMNT FUNDS LITIGATION

Lieff Cabraser represents Relators in a False Claims Act whistleblower lawsuit against Gold Coast Health Plan and certain California medical providers over allegations that the defendants knowingly misused Medi-Cal funds they received from the federal government and California State Government in 2014 and 2015 for newly-enrolled adult Medi-Cal patients under the Affordable Care Act. In August 2022, the defendants' agreed to a $70.7 million settlement, in which Gold Coast will pay $17.2 million to state and federal governments, and providers that received allegedly illegal payments – Ventura County Medical Center, Dignity Health, and Clinicas del Camino Real Inc. – will pay an additional $53.5 million.

UNITED STATES EX REL. MATTHEW CESTRA V. CEPHALON, NO. 14-01842 (E.D. PA.); ***UNITED STATES EX REL. BRUCE BOISE ET AL. V. CEPHALON***, NO. 08-287 (E.D. PA.)

Lieff Cabraser, with co-counsel, represented four whistleblowers bringing claims on behalf of the U.S. Government and various states against Cephalon, Inc., a pharmaceutical company. Relators alleged that Cephalon engaged in improper or off-label marketing of a cancer drug and two wakefulness drugs. Motions to dismiss were denied in large part and the cases proceeded to discovery before resolving via settlement in 2017.

UNITED STATES EX REL. MARY HENDOW AND JULIE ALBERTSON V. UNIVERSITY OF PHOENIX, NO. 2:03-CV-00457-GEB-DAD (E.D. CAL.)

Lieff Cabraser obtained a record whistleblower settlement against

the University of Phoenix that charged the university had violated the incentive compensation ban of the Higher Education Act (HEA) by providing improper incentive pay to its recruiters. The HEA prohibits colleges and universities whose students receive federal financial aid from paying their recruiters based on the number of students enrolled, which creates a risk of encouraging recruitment of unqualified students who, Congress has determined, are more likely to default on their loans. High student loan default rates not only result in wasted federal funds, but the students who receive these loans and default are burdened for years with tremendous debt without the benefit of a college degree.

The complaint alleged that the University of Phoenix defrauded the U.S. Department of Education by obtaining federal student loan and Pell Grant monies from the federal government based on false statements of compliance with HEA. In December 2009, the parties announced a $78.5 million settlement. The settlement constitutes the second-largest settlement ever in a False Claims Act case in which the federal government declined to intervene in the action and largest settlement ever involving the Department of Education. The University of Phoenix case led to the Obama Administration passing new regulations that took away the so-called "safe harbor" provisions that for-profit universities relied on to justify their alleged recruitment misconduct. For his outstanding work as Lead Counsel and the significance of the case, California Lawyer magazine recognized Lieff Cabraser attorney Robert J. Nelson with a California Lawyer of the Year (CLAY) Award.

STATE OF CALIFORNIA EX REL. SHERWIN V. OFFICE DEPOT, NO. BC410135 (CAL. SUPR. CT.)

In February 2015, the Court approved a $77.5 million settlement with Office Depot to settle a whistleblower lawsuit brought under the California False Claims Act. The whistleblower was a former Office Depot account manager. The City of Los Angeles, County of Santa Clara, Stockton Unified School District, and 16 additional California cities, counties, and school districts intervened in the action to assert their claims (including common-law fraud and breach of contract) against Office Depot directly. The governmental entities purchased office supplies from Office Depot under a nationwide supply contract known as the U.S. Communities contract. Office Depot promised in the U.S. Communities contract to sell office supplies at its best governmental pricing nationwide. The complaint alleged that Office Depot repeatedly failed to give most of its California governmental customers the lowest price it was offering other governmental customers. Other pricing misconduct was also alleged.

STATE OF CALIFORNIA EX REL. ROCKVILLE RECOVERY ASSOCIATES V. MULTIPLAN, NO. 34-2010-00079432 (SACRAMENTO SUPR. CT., CAL.)

In a case that received widespread media coverage, Lieff Cabraser represented whistleblower Rockville Recovery Associates in a qui tam suit for civil penalties under the California Insurance Frauds Prevention Act ("IFPA"), Cal. Insurance Code §

1871.7, against Sutter Health, one of California's largest healthcare providers, and obtained the largest penalty ever imposed under the statute. The parties reached a $46 million settlement that was announced in November 2013, shortly before trial was scheduled to commence.

The complaint alleged that the 26 Sutter hospitals throughout California submitted false, fraudulent, or misleading charges for anesthesia services (separate from the anesthesiologist's fees) during operating room procedures that were already covered in the operating room bill.

After Lieff Cabraser defeated Sutter Health's demurrer and motion to compel arbitration, California Insurance Commissioner Dave Jones intervened in the litigation in May 2011. Lieff Cabraser attorneys continued to serve as lead counsel, and litigated the case for over two more years. In all, plaintiffs defeated no less than 10 dispositive motions, as well as three writ petitions to the Court of Appeals.

In addition to the monetary recovery, Sutter Health agreed to a comprehensive series of billing and transparency reforms, which California Insurance Commissioner Dave Jones called "a groundbreaking step in opening up hospital billing to public scrutiny." On the date the

settlement was announced, the California Hospital Association recognized its significance by issuing a press release stating that the settlement "compels industry-wide review of anesthesia billing." Defendant Multiplan, Inc., a large leased network Preferred Provider Organization, separately paid a $925,000 civil penalty for its role in enabling Sutter's alleged false billing scheme.

UNITED STATES EX REL. DYE V. ATK LAUNCH SYSTEMS, NO. 1:06-CV-39-TS (D. UTAH)

Lieff Cabraser served as co-counsel for a whistleblower who alleged that ATK Launch Systems knowingly sold defective and potentially dangerous illumination flares to the United States military in violation of the federal False Claims Act. The specialized flares were used in nighttime combat, covert missions, and search and rescue operations. A key design specification set by the Defense Department was that these highly flammable and dangerous items ignite only under certain conditions. The complaint alleged that the ATK flares at issue could ignite when dropped from a height of less than 10 feet – and, according to ATK's own analysis, from as little as 11.6 inches – notwithstanding contractual specifications that they be capable of withstanding such a drop. In April 2012, the parties reached a settlement valued at $37 million.

UNITED STATES EX REL. MAURO VOSILLA AND STEVEN ROSSOW V. AVAYA, INC., NO. CV04-8763 PA JTLX (C.D. CAL.)

Lieff Cabraser represented a whistleblower in litigation alleging that defendants Avaya, Lucent Technologies, and AT&T violated the Federal False Claims Act and state false claims statutes. The complaint alleged that defendants charged governmental agencies for the lease, rental, and post-warranty maintenance of telephone communications systems and services that the governmental agencies no longer possessed and/or were no longer maintained by defendants. In November 2010, the parties entered into a $21.75 million settlement of the litigation.

STATE OF CALIFORNIA EX REL. ASSOCIATES AGAINST FX INSIDER STATE STREET CORP., NO. 34-2008-00008457 (SACRAMENTO SUPR. CT., CAL.) ("STATE STREET I")

Lieff Cabraser served as co-counsel for the whistleblowers in this action against State Street Corporation. The Complaint alleged that State Street violated the California False Claims Act with respect to certain foreign exchange transactions it executed with two California public pension fund custodial clients. The California Attorney General intervened in the case in October 2009.

PERSONAL INJURY & PRODUCTS LIABILITY

Over the last 50 years, Lieff Cabraser has played a leading role in many of the largest, most important mass tort, personal injury law, and wrongful death lawsuits in the U.S. These cases have involved negligent conduct as well as injuries from a vast range of dangerous defective products — from prescription drugs, products like talcum powder linked to ovarian cancer, and faulty medical devices, to unsafe vehicles and consumer products. In many cases, we also compelled corporate defendants to improve their safety procedures and/or issue nationwide recalls for the protection of all consumers and patients.

Representative Current Cases

GLOVER, ET AL., V. BAUSCH & LOMB INC., ET AL., NO. 3:18-CV-00352 (D. CONN.)

Lieff Cabraser represents an injured patient who suffered severe complications after receiving eye lens implants from Bausch & Lomb Inc. In July of 2023, court found that the plaintiffs' third amended complaint sufficiently alleged a failure-to-warn claim. The plaintiff had Bausch Trulign lenses implanted in each eye during cataract procedures in 2014.

After her second surgery, the plaintiff began to experience severe complications, including significant vision loss and eye pain, undergoing ultimately unsuccessful surgeries to bring back her vision and being diagnosed with Z syndrome, which causes a lens to twist or tilt. Her suit further alleges defendants failed to file adverse event reports with the Food and Drug Administration, including for "known incidents of Z Syndrome," quickly enough. "The [third amended complaint] alleges relevant date ranges in which adverse events occurred but were not reported to the FDA and identifies at least four instances of Z syndrome occurring, but only one adverse event report filed by defendants to the FDA," the Court's order said.

In 2021, the Second Circuit Court of Appeals certified to the Connecticut Supreme Court the question of whether the plaintiffs' allegations that a medical device manufacturer failed to timely report adverse events to the FDA stated a claim under Connecticut law. In 2022, the Connecticut Supreme Court held for the first time that such allegations do state a claim under the Connecticut Products Liability Act.

SOCIAL MEDIA LITIGATION: WESTWOOD V. META PLATFORMS INC. AND INSTAGRAM LLC, 2:22-CV-00556-JCB (D. UTAH)

In September 2022, Lieff Cabraser and co-counsel filed a federal injury lawsuit in Utah on behalf of Mandy and Douglas Westwood and their minor daughter, B.W., a teen Instagram user, alleging that Meta/Facebook's Instagram platform is designed to hook young users like B.W in a manner that endangers their health and welfare, leading B.W. and many others to suffer from severe eating disorders such as anorexia.

As detailed in the complaint, studies and internal documents from Instagram "confirmed what social scientists have long suspected: social media products like Instagram—and Instagram in particular—can cause serious harm to the mental and physical health of young users, especially to teenage girls like B.W. Worse, this capacity for harm is not accidental but by design: what makes Instagram a profitable enterprise for Meta is precisely what harms its young users."

In November 2022, Lieff Cabraser partner Lexi Hazam was named Co-Lead Counsel for plaintiffs in the nationwide multidistrict teen/youth social media addiction litigation. The MDL alleges that social media apps such as Facebook and TikTok cause addiction and mental health problems in young users, including suicidal thoughts, body image issues, anxiety, and depression.

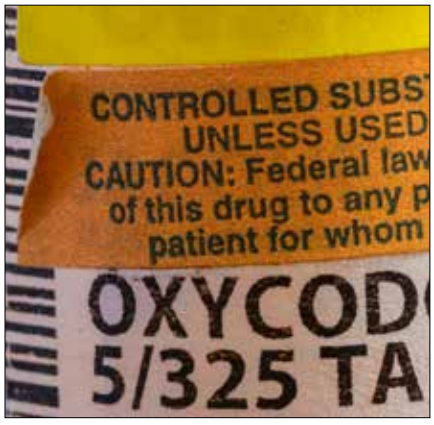
CITY AND COUNTY OF SAN FRANCISCO ET AL. V. PURDUE PHARMA L.P. ET AL., NO. 3:18-CV-07591-CRB (N.D. CAL.)

Lieff Cabraser serves as co-lead counsel representing San Francisco in the City/County's litigation against opioid manufacturers, distributors, and dispensers for creating the Bay Area's devastating opioid epidemic. One of a select few cases remanded from the Opioids MDL, it serves a critical function in advancing the most complex civil litigation in U.S. history. The lawsuit alleges the defendant pharmaceutical manufacturers and national drug distributors orchestrated a vast

and ongoing lethal fraud in which they made billions by deceptively marketing these fundamentally unsafe drugs to the people of San Francisco while representing the drugs as safe and effective, creating thousands upon thousands of addicts and leading to horrific deaths as well as unprecedented strains on the city/county's public services. The Lieff Cabraser team played an instrumental role leading the City's many briefing efforts, arguing pretrial motions in court on a monthly basis, and orchestrating complex, multi-party discovery. San Francisco thereby survived the defendants' myriad motion to dismiss, and the case began trial in in federal court in April 2022. Most of the defendants chose to settle their cases during the trial. In August 2022, the Court found Walgreens liable for substantially contributing to the opioid epidemic in San Francisco, making this the second such trial to decide in a plaintiff's favor in the national opioid litigation, and the first bench trial to find Walgreens liable. Subsequently, Walgreens and the two other major chain pharmacies agreed to settle the national opioids litigation for a combined total of nearly $14 billion.

NATIONAL PRESCRIPTION OPIATE LITIGATION, MDL NO. 2804

We represent cities, counties, Native American tribes, and tribal health organizations across the U.S. seeking justice and restitution from opioid makers and distributors for their role in the devastating opioid addiction and overdose crisis that has ravaged the nation for nearly two decades. We were also instrumental as part of the plaintiff team that won a $26 billion national settlement with opioid distributors and manufacturers that will provide thousands of U.S. communities with opioid recovery and remediation funds. In 2022, we also served on the negotiating committee responsible for additional national settlements with Teva/Allergan and the three major chain pharmacies, bringing the total of opioids litigation settlements to date to nearly $50 billion.



IN RE MCKINSEY & CO., INC., NAT'L PRESCRIPTION OPIATE CONSULTANT LITIGATION, (MDL NO. 2996)

In August 2021, Elizabeth Cabraser was appointed Plaintiffs' Lead Counsel and Chair of the Plaintiffs' Steering Committee in In re McKinsey & Co., Inc., Nat'l Prescription Opiate Consultant Litigation (MDL No. 2996), multidistrict litigation pending in the Northern District of California. The transferred actions allege that McKinsey & Company, a management consulting firm, played an integral role in creating and deepening the opioid crisis, including working closely with the major opioid manufacturers, such as Purdue Pharmaceutical, to promote, market, and sell opioids, despite knowing the risks associated with over-prescribing these controlled substances. The plaintiff subgroups include Political Subdivisions, School Districts, Tribes, Third Party Payors, and Native American Services-administered Children. These cases have been assigned to Judge Charles R. Breyer for coordinated discovery and pretrial matters. Litigation is ongoing.

MEDLEY V. ABBOTT LABORATORIES, INC., NO. 2:22-CV-00273 (D. NV.)

In February 2022, Lieff Cabraser and co-counsel filed a personal injury

lawsuit against Abbott Laboratories relating to the manufacture, marketing, and sale of Similac Neosure Formula for infants alleging infant KM's horrific necrotizing enterocolitis ("NEC") was caused by his consumption of the cow-based infant formula. NEC is a potentially fatal disease that largely affects low birth weight babies who are fed cow-based formula or products. KM, a premature-born, low birth weight baby, was fed Similac Neosure and developed NEC shortly thereafter. The complaint alleges Abbott's negligent, willful, and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promotion, marketing, distribution, labeling, and/or sale of the product known as Similac Neosure.

The complaint further alleges that Abbott specifically marketed its formula and fortifier as necessary to the growth and development of premature infants when in fact its products pose a known and substantial risk to these babies, conduct which led to life-threatening ongoing injuries suffered by the plaintiffs' son KM. The complaint also details Abbott's practice of trying to get parents to choose formula over breast milk goes back decades, during which time the company has promoted its formula as healthier, necessary for adequate nutrition, and the choice for the modern, sophisticated mother. Abbott's advertising has

even at times attempted to portray breastfeeding as an inferior and "less sophisticated" choice, against substantial medical evidence.

IN RE JUUL LABS INC. MARKETING SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION, NO. 19-MD-02913-WHO (N.D. CAL.)

Lieff Cabraser represents multiple plaintiffs who suffered devastating lung, stroke, and other cardiovascular injuries from their use of Juul e-cigarettes. The lawsuits allege Juul Labs, Inc. manufactures and markets unsafe and inherently defective products in marked contrast to Juul's vast, pervasive, and deceptive marketing as well as failure to warn users about Juul dangers, negligence in the manufacture, labeling, and promotion of its highly addictive products, and improperly enticing youths to consume e-cigarettes so as to build a new market of nicotine-addicted consumers. In December 2019, Lieff Cabraser partner Sarah R. London was named Co-Lead Counsel for Plaintiffs in the nationwide multidistrict Juul e-cigarette fraud and injury litigation.

In September 2020, Lieff Cabraser filed a subsequent federal lawsuit in U.S. District Court in Colorado against JLI, Altria, and culpable managing and director defendants on behalf of the Boulder Valley School District for violations of Colorado law and of the federal

Racketeer Influenced and Corrupt Organizations Act ("RICO") as well as negligence and nuisance laws relating to the companies' creation and youth-targeted marketing of a new nicotine delivery product to maximize profits through addiction. Lieff Cabraser also represents the State of Hawaii and the Yurok Tribe in their related actions regarding Juul e-cigarettes. In June of 2022, District Court Judge William H. Orrick issued an order formally certifying four classes of plaintiffs in the sprawling national Juul case.

In early December 2022, four major settlements with Juul labs were announced to benefit the injured, consumers, government entities, and native tribes in the MDL and California JCCP matters. Litigation continues as to the Altria defendants.

IN RE PACIFIC FERTILITY CENTER LITIGATION, NO. 3:18-CV-01586-JSC (N.D. CAL.)

In April 2018, Lieff Cabraser and co-counsel filed a federal class action lawsuit against Pacific Fertility Center on behalf of eight individual plaintiffs over the Center's March 2018 destruction of or serious threat to hundreds of cryogenically preserved eggs and embryos stored at its facility in San Francisco that occurred as a result of liquid nitrogen depletion in one of its storage tanks. Pacific Fertility Center has admitted that embryos and eggs may have been destroyed when Tank 4 failed. As noted in the amended complaint filed in May 2018, one month after the tank failure incident, in April 2018, Chart Industries, the manufacturer of the tank, issued a recall of several cryopreservation tanks citing reports of issues with "vacuum leak."

On May 1st, 2018, Judge Jacqueline Scott Corley of the U.S. District Court for the Ninth Circuit consolidated three separately filed class action cases including the cases filed by Lieff Cabraser on behalf of women and families who stored their

frozen eggs and embryos in the malfunctioning equipment at Pacific Fertility Center in San Francisco. On May 15, 2018, Judge Corley named Lieff Cabraser partner Sarah R. London as Interim Co-Lead Class Counsel in the consolidated proposed class action lawsuits charging Pacific Fertility Clinic with breach of contract and negligence relating to the destruction of stored eggs and embryos in the wake of cryogenic storage tank failures in early March 2018.

Individual cases related to the Tank 4 failure are also pending in JCCP 5021, Pacific Fertility Cases, in San Francisco Superior Court. Lieff Cabraser partner Sarah R. London serves in a leadership role in JCCP 5021, where she was appointed Co-Liaison Counsel. In August 2021, Plaintiffs reached a historic, confidential settlement with Pacific Fertility Center and related defendants.

3M DEFECTIVE MILITARY EAR PLUGS INJURY LITIGATION

After 3M revealed it would pay $9.1 million to resolve allegations it knowingly sold defective military-grade ear plugs to the U.S. military, tens of thousands of veterans and servicemembers brought claims against the company for hearing losses caused by use of the Combat Arms Earplugs, which were standard-issue from 2003 to 2015 and were used by troops around the world, including in Afghanistan and Iraq.

These lawsuits were consolidated before a single federal judge set to oversee over 200,000 claims, making this the largest MDL in history. The judge appointed a team of attorneys to coordinate the lawsuits against 3M. Lieff Cabraser partner Kenny Byrd serves on the Plaintiffs' Early Vetting Subcommittee in the aggregated litigation, which is ongoing.

WOOLSEY FIRE CASES, JCCP NO. 5000 (CAL. SUPR. CT.)

Judge William F. Highberger named Lexi J. Hazam as Co-Lead Counsel for Individual Plaintiffs in the coordinated Woolsey Fire Cases against Southern California Edison relating to the devastating 2018 fire that burned more than 1000 homes and 96,000 acres in Los Angeles and Ventura Counties. The action includes claims for negligence, trespass, inverse condemnation, and violation of the California Public Utilities and Health and Safety codes, and seeks damages for the fires victims' losses.

SOUTHERN CALIFORNIA FIRE CASES (CALIFORNIA THOMAS WILDFIRE & MUDSLIDE LITIGATION), JCCP NO. 4965 (CAL. SUPR. CT.)

Lieff Cabraser serves as CoLead Counsel for Individual Plaintiffs in JCCP litigation involving thousands of Plaintiffs against Southern California Edison over the role of the utility's equipment in starting

the devastating Thomas Fire that destroyed over a thousand homes in Southern California in December 2017, and the resulting mudslides in Montecito that destroyed additional homes and killed 23 people. Plaintiffs surmounted a demurrer to their inverse condemnation claim. After extensive discovery, including relating to the official investigation, and shortly before multiplaintiff bellwether trials were to occur, the litigation entered into a settlement protocol, which has resolved over 1,600 cases to date. Together with the individual plaintiffs in the Woolsey Fire, these plaintiffs have recovered well over $1 billion to date.

2017 CALIFORNIA NORTH BAY FIRE CASES, JCCP NO. 4955 (CAL. SUPR. CT.)

Lieff Cabraser attorneys served as Chairs of the Class Action Committee in the consolidated lawsuits against Pacific Gas & Electric relating to losses from the 2017 North Bay Fires, and also served on the Individual Plaintiffs' Executive Committee.

In January of 2019, in the face of overwhelming liability from pending wildfire litigation, PG&E and its parent filed for bankruptcy. In re PG&E Corporation, Case No. 19-30088 and In re Pacific Gas and Electric Company, Case No. 19-30089 (N.D. Cal. Bankr. 2019). The bankruptcy trustee appointed a Torts Claimants' Committee to represent persons with tort claims, largely wildfire victims, in the bankruptcy.

Lieff Cabraser represents a member of the Committee who lost her father in the Camp Fire, advocating for fire victims to be treated fairly and equitably in the bankruptcy. We helped negotiate a settlement with PG&E of $13.5 billion to compensate fire victims for their losses. Our firm also served on the Trust Oversight Committee that has monitored and

assisted the Trustee in administering the gargantuan and complex claims process.

CAMP FIRE CASES, JCCP NO. 4995 (CAL. SUPR. COURT)

Lieff Cabraser represents the family of Ernest Francis "Ernie" Foss, beloved father and musician, who was killed in the November 2018 Camp Fire, the deadliest and most destructive wildfire in modern California history. The fire broke out in Northern California near Chico in early November 2018 and quickly grew to massive size, affecting over 140,000 acres and killing at least 80 people, destroying nearly 14,000 homes and nearly obliterating the town of Paradise, and causing the evacuation of over 50,000 area residents.

In addition, Lieff Cabraser represents plaintiffs in a class action lawsuit as well as hundreds of individual suits filed against PG&E for the devastating property damage, economic losses, and disruption to homes, businesses, and livelihoods caused by the Camp wildfire. The lawsuits allege the Camp Fire was started by unsafe electrical infrastructure owned, operated, and improperly maintained by PG&E. The plaintiffs further claim that despite PG&E's knowledge that electrical infrastructure was aging, unsafe, and vulnerable to environmental conditions, PG&E failed to take action that could have prevented the deadliest and most destructive wildfire in California's history.

IN RE PG&E CORPORATION, CASE NO. 19-30088, **AND *IN RE PACIFIC GAS AND ELECTRIC COMPANY***, CASE NO. 19-30089 (U.S. BANKRUPTCY COURT, N.D. CAL. – SAN FRANCISCO DIVISION)

In January of 2019, in the face of overwhelming liability from pending wildfire litigation, including the North Bay and Camp Fire JCCPs, PG&E Corporation and Pacific Gas and Electric Company filed voluntary petitions for relief under Chapter 11 of the federal Bankruptcy Code. As a result of the bankruptcy filing, the Camp Fire and North Bay Fires proceedings in state court have been stayed. In February 2019, Andrew R. Vara, the Acting United States Trustee for Region 3, appointed an official committee of tort claimants to represent the interests and act on behalf of all persons with tort claims against PG&E, including wildfire victims, in the bankruptcy proceedings. Lieff Cabraser represents Angela Foss Loo as a member of the Official Committee of Tort Claimants.

GILEAD TENOFOVIR CASES, JCCP NO. 5043 (CAL. SUPERIOR COURT)

In these first-in-the-nation lawsuits, patients claim the drugs were more harmful than newer drugs the company had created, but would not sell until its stock of the more harmful older drugs was exhausted. Plaintiffs allege that Gilead knew or should have known of a safer alternative design for its TDF-containing drugs, and that Gilead failed to adequately warn of the known and knowable risks associated with its medications. The lawsuit alleges causes of action for strict products liability, negligent products liability, breach of implied warranty, and breach of express warranty.

In February 2020, the court in the Gilead HIV Drug Kidney & Bone Injuries litigation named Lieff Cabraser partner Sarah R. London to the Plaintiffs' Executive Committee in the case filed on behalf of patients across California alleging kidney and bone injuries from outdated HIV drugs (Truvada and Atripla) made and distributed by pharmaceutical giant Gilead Sciences. Fourteen individual test cases are being scheduled for what are known as "bellwether" trials, with the goal of moving the overall litigation towards resolution.

The first bellwether trial has been scheduled for October 2022, and the parties are still working to identify the additional cases that will serve as bellwethers. During a July 9, 2021 case management conference held to address various pending issues, the Judge issued several favorable orders for plaintiffs in the litigation, and denied Gilead's request for a burdensome set of requirements for obtaining the testimony of plaintiffs facing extreme and urgent health problems who face the risk of not surviving to see their case go to trial, ruling that these special circumstances will be determined on a case-by-case basis.

RETRIEVABLE INFERIOR VENA CAVA BLOOD FILTER INJURIES, IN RE BARD IVC FILTERS PRODS. LIAB. LITIG., MDL NO. 2641 (D. ARIZ.)

Inferior Vena Cava blood filters or IVC filters are small, basket-like medical devices that are inserted into the inferior vena cava, the main blood vessel that returns blood from the lower half of the body to the heart. Tens of thousands of patients in the U.S. are implanted with IVC filters in order to provide temporary protection

from pulmonary embolisms. However, these devices have resulted in multiple complications including device fracture, device migration, perforation of various organs, and an increased risk for venous thrombosis. Due to these complications, patients may have to undergo invasive device removal surgery or suffer heart attacks, hemorrhages, or other major injuries. We represent injured patients and their families in individual personal injury and wrongful death lawsuits against IVC filter manufacturers, and Lieff Cabraser attorney Wendy R. Fleishman serves on the Plaintiffs Executive Committee in the IVC Filter cases in the federal multidistrict litigation.

POWER MORCELLATORS LITIGATION, MDL NO. 2652 (D. KAN.)

Lieff Cabraser represents women who underwent a hysterectomy (the removal of the uterus) or myomectomy (the removal of uterine fibroids) in which a laparoscopic power morcellator was used. In November 2014, the FDA warned surgeons that they should avoid the use of laparoscopic power morcellators for removing uterine tissue in the vast majority of cases due to the risk of the devices spreading unsuspected cancer. Based on current data, the FDA estimates that 1 in 350 women undergoing hysterectomy or myomectomy for the treatment of fibroids have an unsuspected uterine sarcoma, a type of uterine cancer that includes leiomyosarcoma.

PERSONAL INJURY
Representative Accomplishments/Successful Cases

NORTHERN AND SOUTHERN CALIFORNIA WILDFIRE CASES

Horrific unprecedented wildfires have blazed devastation through California over the last several years. Lieff Cabraser has been successful in representing wildfire victims throughout the state, including serving as Co-Lead Counsel in the coordinated Woolsey and Thomas Fire cases in Southern California against SoCal Edison, and as Class Action Committee Chair and on the Individual Plaintiffs' Executive Committee in lawsuits against PG&E over Northern California wildfires. In 2019, we helped guide negotiations with PG&E that culminated in an historic $13.5 billion trust settlement on behalf of wildfire victims.

FLORIDA TOBACCO CASES/IN RE ENGLE CASES, NO. 3:09-CV-10000-J-32 JBT (M.D. FL.)

Lieff Cabraser represented Florida smokers, and the spouses and families of loved ones who died, in litigation against the tobacco companies for their 50-year conspiracy to conceal the hazards of smoking and the addictive nature of cigarettes. On February 25th, 2015, a settlement was announced of more than 400 Florida smoker lawsuits against the major cigarette companies Philip Morris USA Inc., R.J. Reynolds Tobacco Company, and Lorillard Tobacco Company. As a part of the settlement, the companies will collectively pay $100 million to injured smokers or their families. This was the first settlement ever by the cigarette companies of smoker cases on a group basis.

Lieff Cabraser attorneys tried over 20 cases in Florida federal court against the tobacco industry on behalf of individual smokers or their estates, and with co-counsel obtained over $105 million in judgments for our clients. Two of the jury verdicts Lieff Cabraser attorneys obtained in the litigation were ranked by The National Law Journal as among the Top 100 Verdicts of 2014.

In 2020, the Eleventh Circuit found in favor of the plaintiff in one of our Engle progeny tobacco injury lawsuits against cigarette manufacturer Philip Morris, holding that a punitive damages award of over $20 million was constitutionally appropriate and not unconstitutionally excessive as Philip Morris had repeatedly argued after losing the original injury trial in 2013. In addition to defeating Philip Morris' challenges in that case, we briefed, argued, and secured other trial verdicts against the tobacco industry in the 11th Circuit, including a $41 million verdict against R.J. Reynolds that was the largest ever rendered against a tobacco company in federal court.

GENERAL MOTORS IGNITION SWITCH DEFECT INJURY LAWSUITS, MDL NO. 2543 (S.D.N.Y.)

Lieff Cabraser served as Co-Lead Counsel for plaintiffs in multidistrict litigation involving economic loss and personal injury/wrongful death (PI/WD) cases arising out of GM's manufacture and sale of vehicles with defective ignition switches and other defects. Our firm had primary

co-responsibility for consumer claims, representing five nationwide classes of GM vehicle owners and lessees whose claims resolved for $121 million, plus fees, in a settlement granted final approval by Judge Jesse M. Furman, S.D.N.Y., on December 18, 2020. Judge Furman also oversaw a series of bellwether PI/WD trials, as well as litigation resulting in multiple individual and group PI/WD settlements.

IN RE: ABILIFY (ARIPIPRAZOLE) PRODUCTS LIABILITY LITIGATION, MDL NO. 2734 (N.D. FLA.)

We represented clients who incurred crippling financial losses and pain and suffering from compulsive gambling caused by the drug Abilify. In May 2016 the FDA warned that Abilify can lead to damaging compulsive behaviors, including uncontrollable gambling. The gambling addictions could be so severe that patients lost their homes, livelihoods, and marriages. The $6+ billion a year-earning drug was prescribed for nearly 9 million patients in 2014 alone. In December 2016, Lieff Cabraser partner Lexi Hazam was appointed by the court overseeing the nationwide Abilify gambling injuries MDL litigation to the Plaintiffs Executive Committee and Co-Chairs the Science and Expert

Sub-Committee for the nationwide Abilify MDL litigation. The Court issued a Daubert decision admitting almost all of Plaintiffs' experts in 2018, and on the eve of bellwether trials, the parties entered settlement negotiations. Almost all Abilify cases have been resolved through settlement.

RISPERDAL LITIGATION

In 2013, Johnson & Johnson and its subsidiary Janssen Pharmaceuticals, the manufacture of the antipsychotic prescription drugs Risperdal and Invega, entered into a $2.2 billion settlement with the U.S. Department of Justice for over improperly promoting the drugs. The government alleged that J&J and Janssen knew Risperdal triggered the production of prolactin, a hormone that stimulates breast development (gynecomastia) and milk production. Lieff Cabraser represented parents whose sons developed abnormally large breasts while prescribed Risperdal and Invega in lawsuits charging that Risperdal was a defective and dangerous prescription drug and seeking monetary damages for the mental anguish and physical injuries the young men suffered. The cases were settled favorably in 2018.

BENICAR LITIGATION, MDL NO. 2606 (D. N.J.)

Lieff Cabraser represented patients who experienced substantial side-effects from the blood pressure medication Benicar, including

substantial weight loss, severe gastrointestinal problems, and life-threatening conditions, in litigation against Japan-based Daiichi Sankyo, Benicar's manufacturer, and Forest Laboratories, which marketed Benicar in the U.S. The complaints alleged that Benicar was insufficiently tested and not accompanied by adequate instructions and warnings to apprise consumers of the full risks and side effects associated with its use. Lieff Cabraser served on the Plaintiffs' Steering Committee for the nationwide Benicar MDL litigation and Lieff Cabraser partner Lexi J. Hazam served as Co-Chair of the Benicar MDL Plaintiffs' Science and Experts Committee. In August 2017, the parties reached a settlement valued at $300 million covering approximately 2,300 Benicar injury cases in both state and federal U.S. courts.

DEFECTIVE HIP IMPLANT CASES/ STRYKER METAL HIP IMPLANT LITIGATION, MDL NO. 2441 (D. MINN.)

Lieff Cabraser represented 60+ hip replacement patients nationwide who received the recalled Stryker Rejuvenate and ABG II modular hip implant systems, served on the Plaintiffs' Lead Counsel Committee in the multidistrict litigation, and successfully secured settlements that included a base payment of $300,000 to patients that received the defective hip systems. Stryker's liability under the settlement was not capped; the total amount of payments under the settlement far exceeded $1 billion dollars.

DEFECTIVE HIP IMPLANT CASES/ DEPUY METAL HIP IMPLANTS LITIGATION, MDL NO. 2244 (N.D. TEX.)

Lieff Cabraser represented approximately 200 patients nationwide who received defective ASR XL Acetabular and ASR Hip Resurfacing systems manufactured by DePuy Orthopedics, a unit of

Johnson & Johnson which were implanted in approximately 40,000 U.S. patients. The complaints alleged that DePuy was aware its implants were failing at a notably high rate, yet continued to manufacture and sell the devices. Serving on the litigation's Plaintiffs' Steering Committee, our firm helped secure over $2.5 billion in settlement payments to individual implant recipients, including base awards to each of $250,000.

YAZ AND YASMIN LITIGATION

Lieff Cabraser represented women prescribed Yasmin and Yaz oral contraceptives who suffered blood clots, deep vein thrombosis, strokes, and heart attacks, as well as the families of loved ones who died suddenly while taking these medications. The complaints alleged that Yaz and Yasmin manufacturer Bayer failed to adequately warn patients and physicians of the increased risk of serious adverse effects from Yasmin and Yaz. The complaints also charged that these oral contraceptives posed a greater risk of serious side effects than other widely available birth control drugs. The litigation led to settlements of 7,660 claims with a total value of $1.6 billion.

IN RE NEW ENGLAND COMPOUNDING PHARMACY INC. PRODUCTS LIABILITY LITIGATION, MDL NO. 2419 (D. MASS.)

Lieff Cabraser represented patients injured or killed by a nationwide 2012

fungal meningitis outbreak after more than 14,000 patients across the U.S. were injected with a contaminated epidural steroid back pain medication manufactured and sold by The New England Compounding Center in Framingham, Massachusetts. Nearly 800 patients across multiple clinics developed fungal meningitis, and more than 70 of those patients died. Lieff Cabraser served on the Plaintiffs' Steering Committee in the multi-district litigation, and our attorneys act as federal-state liaison counsel. In May 2015, the U.S. Bankruptcy Court approved a $200 million partial settlement for victims of the outbreak. [Bellwether trials against remaining defendants commenced in 2016. Lieff Cabraser is expected to play a lead role in the bellwether trials.

IN RE TOYOTA MOTOR CORP. UNINTENDED ACCELERATION MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION, MDL NO. 2151 (C.D. CAL.)

Lieff Cabraser serves as Co-Lead Counsel for the plaintiffs in the Toyota injury cases in federal court representing individuals injured, and families of loved ones who died, in Toyota unintended acceleration accidents. The complaints charge that Toyota took no action despite years of complaints that its vehicles accelerated suddenly and could not be stopped by proper application of the brake pedal. The complaints further allege that Toyota breached

its duty to manufacture and sell safe automobiles by failing to incorporate a brake override system and other readily available safeguards that could have prevented unintended acceleration.

In December 2013, Toyota announced its intention to begin to settle the cases. In 2014, Lieff Cabraser played a key role in turning Toyota's intention into a reality through assisting in the creation of an innovative resolution process that has settled scores of cases in streamlined, individual conferences. The settlements are confidential. Before Toyota agreed to settle the litigation, plaintiffs' counsel overcame significant hurdles in the challenging litigation. In addition to defeating Toyota's motion to dismiss the litigation, Lieff Cabraser and co-counsel demonstrated that the highly-publicized government studies that denied unintended acceleration, or attributed it to mechanical flaws and driver error, were flawed and erroneous.

IN RE ACTOS (PIOGLITAZONE) PRODUCTS LIABILITY LITIGATION, MDL NO. 2299 (W.D. LA.)

Lieff Cabraser represented 90 diabetes patients who developed bladder cancer after exposure to the prescription drug pioglitazone, sold as Actos by Japan-based Takeda Pharmaceutical Company and its American marketing partner, Eli Lilly. We served on the Plaintiffs' Steering Committee in the Actos MDL. In 2014, Lieff Cabraser served on the trial team in the case of *Allen v. Takeda*, working closely with lead trial counsel in federal court in Louisiana. The jury awarded $9 billion in punitive damages, finding that Takeda and Lilly failed to adequately warn about the bladder cancer risks of Actos and had acted with wanton and reckless disregard for patient safety. The trial judge reduced the punitive

damage award but upheld the jury's findings of misconduct, and ruled that a multiplier of 25 to 1 for punitive damages was justified.

In April 2015, Takeda agreed to resolve all timely bladder cancer claims via a settlement valued at $2.4 billion. Average payments of about $250,000 per person were increased for those with more severe injuries.

SIMPLY THICK LITIGATION

Lieff Cabraser represented parents whose infants died or suffered injuries linked to Simply Thick, a thickening agent for adults that was promoted to parents, caregivers, and health professional for use by infants to assist with swallowing. The individual lawsuits alleged that Simply Thick when fed to infants caused necrotizing enterocolitis (NEC), a life-threatening condition characterized by the inflammation and death of intestinal tissue. In 2014, the litigation was resolved on confidential terms.

MEDTRONIC INFUSE LITIGATION

Lieff Cabraser represented patients who suffered serious injuries from the off-label use of the Infuse bone graft, manufactured by Medtronic Inc. The FDA approved Infuse for only one type of spine surgery, the anterior lumbar fusion. Many patients, however, received an off-label use of Infuse and were never informed of the off-label nature of the surgery. Serious complications associated with Infuse included uncontrolled

bone growth and chronic pain from nerve injuries. In 2014, the litigation was settled on confidential terms.

WRIGHT MEDICAL HIP LITIGATION

The Profemur-Z system manufactured by Wright Medical Technology consisted of three separate components: a femoral head, a modular neck, and a femoral stem. Prior to 2009, Profemur-Z hip system included a titanium modular neck adapter and stem which was implanted in 10,000 patients. Lieff Cabraser represented patients whose Profemur-Z hip implant fractured, requiring a revision surgery. In 2013 and 2014, the litigation was resolved on confidential terms.

ADVANCED MEDICAL OPTICS COMPLETE MOISTUREPLUS LITIGATION

Lieff Cabraser represented consumers nationwide in personal injury lawsuits filed against Advanced Medical Optics arising out of the May 2007 recall of AMO's Complete MoisturePlus Multi-Purpose Contact Lens Solution. The product was recalled due to reports of a link between a rare, but serious eye infection, Acanthamoeba keratitis, caused by a parasite and use of AMO's contact lens solution. Though AMO promoted Complete MoisturePlus Multi-Purpose as "effective against the introduction of common ocular microorganisms," the complaints charged that AMO's lens solution was ineffective and

vastly inferior to other multipurpose solutions on the market. In many cases, patients were forced to undergo painful corneal transplant surgery to save their vision and some have lost all or part of their vision permanently. The patients represented by Lieff Cabraser resolved their cases with AMO on favorable, confidential terms.

IN RE ZIMMER DUROM CUP PRODUCT LIABILITY LITIGATION, MDL NO. 2158 (D. N.J.)

Lieff Cabraser served as Co-Liaison Counsel for patients nationwide injured by the defective Durom Cup manufactured by Zimmer Holdings. First sold in the U.S. in 2006, Zimmer marketed its 'metal-on-metal' Durom Cup implant as providing a greater range of motion and less wear than traditional hip replacement components. In July 2008, Zimmer announced the suspension of Durom sales. The complaints charged that the Durom cup was defective and led to the premature failure of the implant. In 2011 and 2012, the patients represented by Lieff Cabraser settled their cases with Zimmer on favorable, confidential terms.

GOL AIRLINES FLIGHT 1907 AMAZON CRASH

Lieff Cabraser served as Plaintiffs' Liaison Counsel and represents over twenty families whose loved ones died in the Gol Airlines Flight 1907 crash. On September 29, 2006, a brand-new Boeing 737-800 operated by Brazilian air carrier Gol plunged into the Amazon jungle after colliding with a smaller plane owned by the American company ExcelAire Service, Inc. None of the 149 passengers and six crew members on board the Gol flight survived the accident.

The complaint charged that the pilots of the ExcelAire jet were flying at an incorrect altitude at the time of the collision, failed to operate the jet's transponder and radio equipment

properly, and failed to maintain communication with Brazilian air traffic control in violation of international civil aviation standards. If the pilots of the ExcelAire aircraft had followed these standards, the complaint charged that the collision would not have occurred.

At the time of the collision, the ExcelAire aircraft's transponder, manufactured by Honeywell, was not functioning. A transponder transmits a plane's altitude and operates its automatic anti-collision system. The complaint charged that Honeywell shares responsibility for the tragedy because it defectively designed the transponder on the ExcelAire jet, and failed to warn of dangers resulting from foreseeable uses of the transponder. The cases settled after they were sent to Brazil for prosecution.

BLOOD FACTOR VIII AND FACTOR IX LITIGATION, MDL NO. 986 (N.D. IL.)

Working with counsel in Asia, Europe, Central and South America and the Middle East, Lieff Cabraser represented over 1,500 hemophiliacs worldwide, or their survivors and estates, who contracted HIV and/or Hepatitis C (HCV), and Americans with hemophilia who contracted HCV, from contaminated and defective blood factor products produced by American pharmaceutical companies. In 2004, Lieff Cabraser was appointed Plaintiffs' Lead Counsel of the "second generation" Blood

Factor MDL litigation presided over by Judge Grady in the Northern District of Illinois. The case was resolved through a global settlement signed in 2009.

LUISI V. MEDTRONIC, NO. 07 CV 4250 (D. MINN.)

Lieff Cabraser represented over seven hundred heart patients nationwide who were implanted with recalled Sprint Fidelis defibrillator leads manufactured by Medtronic Inc. Plaintiffs charge that Medtronic has misrepresented the safety of the Sprint Fidelis leads and a defect in the device triggered their receiving massive, unnecessary electrical shocks. A settlement of the litigation was announced in October 2010.

IN RE YAMAHA MOTOR CORP. RHINO ATV PRODUCTS LIABILITY LITIGATION, MDL NO. 2016 (W.D. KY.)

Lieff Cabraser served as Plaintiffs' Lead Counsel in the litigation in federal court and Co-Lead Counsel in coordinated California state court litigation arising out of serious injuries and deaths in rollover accidents involving the Yamaha Rhino. The complaints charged that the Yamaha Rhino contained numerous design flaws, including the failure to equip the vehicles with side doors, which resulted in repeated broken or crushed legs, ankles or feet for riders. Plaintiffs alleged also that the Yamaha Rhino was unstable due to a narrow track width and high center of gravity leading to rollover accidents

that killed and/or injured scores of persons across the nation.

On behalf of victims and families of victims and along with the Center for Auto Safety, and the San Francisco Trauma Foundation, Lieff Cabraser advocated for numerous safety changes to the Rhino in reports submitted to the U.S. Consumer Product Safety Commission (CPSC). On March 31, 2009, the CPSC, in cooperation with Yamaha Motor Corp. U.S.A., announced a free repair program for all Rhino 450, 660, and 700 models to improve safety, including the addition of spacers and removal of a rear-only anti-sway bar.

IN RE RENU WITH MOISTURELOC CONTACT LENS SOLUTION PRODUCTS LIABILITY LITIGATION, MDL NO. 1785 (D. S.C.)

Lieff Cabraser served on the Plaintiffs' Executive Committee in federal court litigation arising out of Bausch & Lomb's 2006 recall of its ReNu With MoistureLoc contact lens solution. Consumers who developed Fusarium keratitis, a rare and dangerous fungal eye infection, as well as other serious eye infections, alleged the lens solution was defective. Some consumers were forced to undergo painful corneal transplant surgery to save their vision; others lost all or part of their vision permanently. The litigation was resolved under favorable, confidential settlements with Bausch & Lomb.

IN RE VIOXX PRODUCTS LIABILITY LITIGATION, MDL NO. 1657 (E.D. LA.)

Lieff Cabraser represented patients injured or killed after using the arthritis and pain medication Vioxx manufactured by Merck. Our clients alleged Merck falsely promoted the safety of Vioxx, and failed to disclose the full range of the drug's dangerous side effects. Lieff Cabraser partner Elizabeth J. Cabraser served on the Plaintiffs' Steering Committee in the federal multidistrict litigation, sharing responsibility for all pretrial

discovery of Vioxx cases in federal court and pursuing all settlement options with Merck. In August 2006, Lieff Cabraser served as Co-Counsel in *Barnett v. Merck*, tried in federal court in New Orleans; the jury in the case found that Vioxx caused the plaintiff's heart attack, and that Merck's conduct justified an award of punitive damages. In November 2007, Merck announced it had entered into an agreement with the Executive Committee of the Plaintiffs' Steering Committee as well as representatives of plaintiffs' counsel in state coordinated proceedings that led to a settlement fund of $4.85 billion for qualifying claims.

IN RE BAYCOL PRODUCTS LITIGATION, MDL NO. 1431 (D. MINN.)

Baycol was one of a group of drugs called statins, intended to reduce cholesterol. In August 2001, Bayer A.G. and Bayer Corporation, the manufacturers of Baycol, withdrew the drug from the worldwide market based upon reports that Baycol was associated with serious side effects and linked to the deaths of over 100 patients worldwide. In the federal multidistrict litigation, Lieff Cabraser served as a member of the Plaintiffs' Steering Committee (PSC) and the Executive Committee of the PSC. In addition, Lieff Cabraser represented approximately 200 Baycol patients who suffered injuries or family members of patients who died allegedly as a result of ingesting Baycol. In these cases, our clients

reached confidential favorable settlements with Bayer.

IN RE BEXTRA/CELEBREX MARKETING SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION, MDL NO. 1699 (N.D. CAL.)

Lieff Cabraser served as Plaintiffs' Liaison Counsel and Elizabeth J. Cabraser chaired the Plaintiffs' Steering Committee (PSC) charged with overseeing all personal injury and consumer litigation in federal courts nationwide arising out of the sale and marketing of the COX-2 inhibitors Bextra and Celebrex, manufactured by Pfizer, Inc. and its predecessor companies Pharmacia Corporation and G.D. Searle, Inc.

Under the global resolution of the multidistrict tort and consumer litigation announced in October 2008, Pfizer paid over $800 million to claimants, including over $750 million to resolve death and injury claims.

In a report adopted by the Court on common benefit work performed by the PSC, the Special Master stated:

[L]eading counsel from both sides, and the attorneys from the PSC who actively participated in this litigation, demonstrated the utmost skill and professionalism in dealing with numerous complex legal and factual issues. The briefing presented to the Special Master, and also to the Court, and the development of evidence by both sides was exemplary. The Special Master particularly wishes to recognize that leading counsel for both sides worked extremely hard to minimize disputes, and when they arose, to make sure that they were raised with a minimum of rancor and a maximum of candor before the Special Master and Court.

MRAZ V. DAIMLERCHRYSLER, NO. BC 332487 (CAL. SUPR. CT.)

In March 2007, the jury returned a $54.4 million verdict, including $50 million in punitive damages, against DaimlerChrysler for intentionally failing to cure a known defect in millions of its vehicles that led to the death of Richard Mraz, a young father. Mr. Mraz suffered fatal head injuries when the 1992 Dodge Dakota pickup truck he had been driving at his work site ran him over after he exited the vehicle believing it was in park. The jury found that a defect in the Dodge Dakota's automatic transmission, called a park-to-reverse defect, played a substantial factor in Mr. Mraz's death and that DaimlerChrysler was negligent in the design of the vehicle for failing to warn of the defect and then for failing to adequately recall or retrofit the vehicle.

In March 2008, a Louisiana-state jury found DaimlerChrysler liable for the death of infant Collin Guillot and injuries to his parents Juli and August Guillot and their then 3-year-old daughter, Madison. The jury returned a unanimous verdict of $5,080,000 in compensatory damages. The jury found that a defect in the Jeep Grand Cherokee's transmission, called a park-to-reverse defect, played a substantial factor in Collin Guillot's death and the severe injuries suffered by Mr. and Mrs. Guillot and their daughter. Lieff Cabraser served as co-counsel in the trial.

IN RE GUIDANT IMPLANTABLE DEFIBRILLATORS PRODUCTS LIABILITY LITIGATION, MDL NO. 1708 (D. MINN.)

Lieff Cabraser served as Plaintiffs' Co-Lead Counsel in litigation in

federal court arising out of the recall of Guidant cardiac defibrillators implanted in patients because of potential malfunctions in the devices. At the time of the recall, Guidant admitted it was aware of 43 reports of device failures, and two patient deaths. Guidant subsequently acknowledged that the actual rate of failure may be higher than the reported rate and that the number of associated deaths may be underreported since implantable cardio-defibrillators are not routinely evaluated after death. In January 2008, the parties reached a global settlement of the action. Guidant's settlements of defibrillator-related claims will total $240 million.

FEN-PHEN ("DIET DRUGS") LITIGATION

Lieff Cabraser represented individuals who suffered injuries from the "Fen-Phen" diet drugs fenfluramine (sold as Pondimin) and/or dexfenfluramine (sold as Redux), and served as counsel for the plaintiff who filed the first nationwide class action lawsuit against the diet drug manufacturers alleging a widespread failure to adequately warn physicians and consumers of the risks associated with the drugs. In In re Diet Drugs (Phentermine / Fenfluramine / Dexfenfluramine) Products Liability Litigation, MDL No. 1203 (E.D. Pa.), the Court appointed Elizabeth J. Cabraser to the Plaintiffs' Management Committee which organized and directed the Fen-Phen

diet drugs litigation in federal court.

In August 2000, the Court approved a $4.75 billion settlement offering both medical monitoring relief for persons exposed to the drug and compensation for persons with qualifying damage. Lieff Cabraser represented over 2,000 persons that suffered valvular heart disease, pulmonary hypertension or other problems (such as needing echocardiogram screening for damage) due to and/or following exposure to Fen-Phen and obtained more than $350 million in total for our individual clients.

COMAIR CRJ-100 COMMUTER FLIGHT CRASH IN LEXINGTON, KENTUCKY

A Bombardier CRJ-100 commuter plane operated by Comair, Inc., a subsidiary of Delta Air Lines, crashed on August 27, 2006 shortly after takeoff at Blue Grass Airport in Lexington, Kentucky, killing 47 passengers and two crew members. The aircraft attempted to take off from the wrong runway. The families represented by Lieff Cabraser obtained substantial economic recoveries in a settlement of the case.

HELIOS AIRWAYS FLIGHT 522 ATHENS, GREECE CRASH

On August 14, 2005, a Boeing 737 operating as Helios Airways flight 522 crashed north of Athens, Greece, resulting in the deaths of all passengers and crew. The aircraft

was heading from Larnaca, Cyprus to Athens International Airport when ground controllers lost contact with the pilots, who had radioed in to report problems with the air conditioning system. Press reports about the official investigation indicate that a single switch for the pressurization system on the plane was not properly set by the pilots, and eventually both were rendered unconscious, along with most of the passengers and cabin crew.

Lieff Cabraser represented the families of several victims, and filed complaints alleging that a series of design defects in the Boeing 737-300 contributed to the pilots' failure to understand the nature of the problems they were facing. Foremost among those defects was a confusing pressurization warning "horn" which uses the same sound that alerts pilots to improper takeoff and landing configurations. The families represented by Lieff Cabraser obtained substantial economic recoveries in a settlement of the case.

SULZER HIP AND KNEE PROSTHESIS LIABILITY LITIGATION

In December 2000, Sulzer Orthopedics, Inc., announced the recall of approximately 30,000 units of its Inter-Op Acetabular Shell Hip Implant, followed in May 2001 with a notification of failures of its Natural Knee II Tibial Baseplate Knee Implant. Lieff Cabraser served as Court-appointed Plaintiffs' Liaison Counsel and Co-Lead Counsel in coordinated litigation in California state court over defective hip and knee implants, In re Hip Replacement Cases, JCCP 4165. In the federal litigation, In re 2002 Sulzer Hip Prosthesis and Knee Prosthesis Liability Litigation, MDL No. 1410, after objecting to the initial settlement on behalf of our clients, Lieff Cabraser played a significant role in negotiating a revised global settlement of the litigation valued

at more than $1 billion. The revised settlement, approved by the Court in May 2002, provided patients with defective implants almost twice the cash payment as under the initial settlement.

IN RE TELECTRONICS PACING SYSTEMS INC., ACCUFIX ATRIAL "J" LEADS PRODUCTS LIABILITY LITIGATION, MDL NO. 1057 (S.D. OHIO)

Lieff Cabraser served on the Court-appointed Plaintiffs' Steering Committee in a nationwide products liability action alleging that defendants placed into the stream of commerce defective pacemaker leads. In April 1997, the District Court re-certified a nationwide class of "J" Lead implantees with subclasses for the claims of medical monitoring, negligence and strict product liability. A summary jury trial, utilizing jury instructions and interrogatories designed by Lieff Cabraser, occurred in February 1998. A partial settlement was approved thereafter by the District Court but reversed by the Court of Appeals. In March 2001, the District Court approved a renewed settlement that included a $58 million fund to satisfy all past, present and future claims by patients for their medical care, injuries, or damages arising from the lead.

VANDERBILT UNIVERSITY, CIV., NO. 3-94-0090 (M.D. TENN.)

Lieff Cabraser served as Lead Counsel of a certified class of over

800 pregnant women and their children who were intentionally fed radioactive iron isotopes without consent while receiving prenatal care at the Vanderbilt University hospital as part of a study on iron absorption during pregnancy. The women were not informed of the nature and risks of the study. Instead, they were told that the solution they were fed was a "vitamin cocktail." In the 1960's, Vanderbilt conducted a follow-up study to determine the health effects of the plaintiffs' prior radiation exposure. Throughout the follow-up study, Vanderbilt concealed from plaintiffs the fact that they had been involuntarily exposed to radiation, and that the purpose of the followup study was to determine whether there had been an increased rate of childhood cancers among those exposed in utero. Vanderbilt also did not inform plaintiffs of the results of the follow-up study, which revealed a disproportionately high incidence of cancers among the children born to the women fed the radioactive iron.

The facts surrounding the administration of radioactive iron to the pregnant women and their children in utero only came to light as a result of U.S. Energy Secretary Hazel O'Leary's 1993 disclosures of government-sponsored human radiation experimentation during the Cold War. Defendants' attempts to dismiss the claims and decertify the class were unsuccessful. 18 F. Supp.2d 786 (M.D. Tenn. 1998). The case was settled in July 1998 for a total of $10.3 million and a formal apology from Vanderbilt.

MULTI-STATE TOBACCO LITIGATION

Lieff Cabraser represented the Attorneys General of Massachusetts, Louisiana and Illinois, several additional states, and 21 cities and counties across California, in litigation against Philip Morris, R.J. Reynolds and other cigarette manufacturers. The suits were part of the landmark $206 billion settlement announced in November 1998 between the tobacco industry and the states' attorneys general. The states, cities and counties sought both to recover the public costs of treating smoking-related diseases and require the tobacco industry to undertake extensive modifications of its marketing and promotion activities in order to reduce teenage smoking. In California alone, Lieff Cabraser's clients were awarded an estimated $12.5 billion to be paid through 2025.

IN RE COPLEY PHARMACEUTICAL, INC., "ALBUTEROL" PRODUCTS LIABILITY LITIGATION, MDL NO. 1013 (D. WYO.)

Lieff Cabraser served on the Plaintiffs' Steering Committee in a class action lawsuit against Copley Pharmaceutical, which manufactured Albuterol, a bronchodilator prescription pharmaceutical. Albuterol was the subject of a nationwide recall in January 1994 after a microorganism was found to have contaminated the solution, allegedly causing numerous injuries including bronchial infections, pneumonia, respiratory distress and, in some cases, death. In October 1994, the District Court certified a nationwide class on liability issues. In re Copley Pharmaceutical, 161 F.R.D. 456 (D. Wyo. 1995). In November 1995, the District Court approved a $150 million settlement of the litigation.

Additional Personal Injury Case Information is available on our website at lieffcabraser.com

SECURITIES AND FINANCIAL FRAUD

Corporate misconduct, securities fraud, and other related financial fraud cause investors to lose billions every year. Lieff Cabraser's Securities and Financial Fraud team is committed to holding the parties responsible for financial fraud accountable. Over the last 50 years, we have developed unparalleled experience, expertise, and resources necessary for achieving successes in meaningful and effective complex litigation against the world's largest corporations.

We have represented the nation's largest public pension funds, Taft-Hartley funds, private institutional investors, and high net worth individual investors in securities and financial fraud cases. We work to obtain meaningful recoveries for our clients and to secure meaningful governance reforms at the companies in which they invest.

We take a highly-tailored approach to investigating and prosecuting financial fraud. After thorough research and a deep analysis of the facts, we determine feasible litigation options, conduct loss and damage calculations, and develop litigation strategies that respond to the unique circumstances of each client and case. Our track record of successfully litigating financial fraud cases spans five decades, including trying two securities fraud class actions through to verdict. We are one of few plaintiffs' law firms anywhere that possess this experience.

Representative Current Cases

IN RE FOX CORPORATION DERIVATIVE LITIGATION, C.A. NO. 2023-0418-JTL (DEL. CH.)

Lieff Cabraser serves as Co-Lead Counsel on behalf of Co-Lead Plaintiffs the New York City Funds and the State of Oregon in this shareholder derivative action against certain directors and officers of Fox Corporation. In connection with Fox News' propagation of unfounded, defamatory conspiracy theories concerning the U.S. presidential election of 2020, the action alleges breach of fiduciary duties for: (1) the adoption of an illegal business model by which Fox News pursues profits by committing actionable defamation; (2) the lack of good faith efforts to establish systems or practices for minimizing, mitigating, or monitoring defamation risk; and (3) inaction in the face of red flags of defamation risk.

MFS SERIES TRUST I, OBO MFS VALUE FUND, ET AL. V. FIRSTENERGY CORP., ET AL., NO. 2:21-CV-05839-ALM-KAJ (S.D.N.Y.)

Lieff Cabraser represents certain MFS funds and trusts in this individual action against FirstEnergy Corp. ("FirstEnergy") and certain of its senior executives for violations of the Securities Exchange Act of 1934 (the "Exchange Act"). The action arises from defendants' misstatements and omissions that concealed their participation in a massive bribery and money laundering scheme to pay tens of millions of dollars to Ohio public officials in exchange for legislative and regulatory favors, including a billion-dollar relief package called House Bill 6 ("HB 6"), that benefited the Company. As the truth about defendants' fraud was revealed, FirstEnergy lost approximately $10 billion in market capitalization. The parties are currently engaged in discovery.

BLACKROCK GLOBAL ALLOCATION FUND, INC., ET AL. V. VALEANT PHARMACEUTICALS INTERNATIONAL, INC., ET AL., NO. 3:18-CV-00343 (D.N.J.)

Lieff Cabraser represents certain funds and accounts of institutional investor BlackRock in a direct (non-class) action against Valeant Pharmaceuticals International, Inc. (n/k/a Bausch Health Companies Inc.) and former senior executives for violations of the Securities Exchange Act of 1934 arising from a scheme to generate revenues through massive price increases for Valeant-branded drugs while concealing the truth of the company's business operations, financial results, and other material

facts. The court denied defendants' partial motions to dismiss and the parties have completed discovery.

In November 2022 the court-appointed special master held argument on summary judgment and Daubert motions; a ruling is pending. Lieff Cabraser also represents a number of BlackRock entities in related litigation against Valeant in Canada. Those cases are also in discovery, and the parties have begun submitting expert reports.

BLACKROCK GLOBAL ALLOCATION FUND, INC., ET AL. V. PERRIGO COMPANY PLC

Lieff Cabraser represents certain funds and accounts of BlackRock in a direct (nonclass) action against Perrigo Company plc and former senior executives for violations of the Securities Exchange Act of 1934. Plaintiffs allege defendants concealed from investors that (contrary to their public statements) Perrigo was engaged in a pricefixing scheme with respect to generic drugs, was impacted by pricing pressures in the generic pharmaceuticals industry, and had failed to successfully integrate Omega Pharma NV, the company's largest acquisition. The parties have completed fact and expert discovery. Additionally, defendants in the related securities class case moved for summary judgment in 2021, on which the court heard argument in April 2022; a decision is pending.

DANSKE BANK A/S SECURITIES LITIGATION

Lieff Cabraser, together with co-counsel, represents a large coalition of institutional investors, including state and government pension and treasury systems, in litigation pending in Denmark against Danske Bank A/S ("Danske"). The litigation arises from Danske's failure to disclose that its reported financial performance was inflated by illegal sources of income and that it was subject to

significant risks as a result of such business activities. In late 2022, Danske pleaded guilty to defrauding American banks and fined $2 billion, by the U.S. Justice Department. Danske also agreed to pay the U.S. Securities and Exchange Commission $413 million to settle charges that it misled investors about its compliance with anti-money laundering requirements. The litigation is ongoing.

SECURITIES FRAUD & FINANCIAL FRAUD
Representative Accomplishments/Successful Cases

STEINHOFF INTERNATIONAL HOLDINGS N.V. SECURITIES LITIGATION

Lieff Cabraser, together with co-counsel, underwrote a vehicle for investor recovery against Steinhoff International Holdings N.V. ("Steinhoff"),

a Dutch corporation based in South Africa that sells retail brands of furniture and household goods throughout the world. The vehicle, called the Stichting Steinhoff Investors Losses Foundation, is a Dutch legal entity governed by an independent board of directors. The proceedings sought recovery of investor losses caused by the massive, multi-year accounting fraud at Steinhoff that has wiped out billions of dollars in shareholder value. The litigation resolved via settlement in 2022.

HOUSTON MUNICIPAL EMPLOYEES PENSION SYSTEM V. BOFI HOLDING, INC., ET AL., NO. 3:15-CV-02324-GPC-KSC (S.D. CAL.)

Lieff Cabraser serves as Class Counsel for court-appointed lead plaintiff and Class Representative, Houston Municipal Employees Pension System ("HMEPS"), in this securities fraud class action against BofI Holding, Inc. and certain of its senior officers and directors. The action charges defendants with issuing materially false or misleading statements about the Company's loan underwriting standards, system of internal controls, and compliance infrastructure.

On August 24, 2021, Judge Gonzalo P. Curiel certified a class of investors that purchased or otherwise acquired shares of the publicly traded common stock of BofI, as well as purchasers of BofI call options and sellers of BofI put options, between September 4,

2013 and October 13, 2015. In the same order, Judge Curiel appointed HMEPS as Class Representative and Lieff Cabraser as Class Counsel. On October 14, 2022, Judge Curiel granted final approval to a $14.1 million settlement of the litigation. The settlement compares several times more favorably, on a percentage of-loss basis, to the typical securities class settlement for a case of its size.

IN RE THE BOEING COMPANY DERIVATIVE LITIGATION, CONSOL. C.A., NO. 2019-0907-MTZ (DELAWARE CHANCERY COURT)

Lieff Cabraser served as Court-appointed Co-Lead Counsel representing Co-Lead Plaintiffs the New York State Comptroller Thomas P. DiNapoli, as trustee of the New York State Common Retirement, and the Fire and Police Pension Association of Colorado, in shareholder derivative litigation against current and former officers and directors of The Boeing Company ("Boeing"). Co-Lead Plaintiffs' amended complaint, filed January 2021, alleged that Boeing's officers and directors breached their fiduciary duties to the company by dismantling Boeing's lauded safety-engineering corporate culture in favor of what became a financial-engineering corporate culture. Despite numerous safety-related red flags, the Board and officers failed to monitor the safety of Boeing's aircraft. Ultimately, the Board and officers' consistent disregard for safety resulted in the flawed design of Boeing's 737 MAX, leading to the tragic deaths of 346 passengers and the grounding of all 737 Max aircraft.

On September 8, 2021, Vice Chancellor Morgan T. Zurn upheld Co-Lead Plaintiffs' claim for breach of fiduciary duty against the Company's directors. In February 2022, the court approved a settlement comprised of a $237.5 million monetary payment and extensive corporate governance reforms including a new board director and an ombudsperson program.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA V. AMERICAN INTERNATIONAL GROUP, NO. 1:14-CV-01270-LTS-DCF (S.D.N.Y.)

Lieff Cabraser represented The Regents of the University of California in this individual action against American International Group, Inc. ("AIG") and certain of its officers and directors for misrepresenting and omitting material information about AIG's financial condition and the extent of its exposure to the subprime mortgage market. The complaint charged defendants with violations of the Exchange Act, as well as common law fraud and unjust enrichment. The litigation settled in 2015.

IN RE WELLS FARGO & COMPANY SHAREHOLDER DERIVATIVE LITIGATION, NO. 3:16-CV-05541 (N.D. CAL.)

Lieff Cabraser was appointed as Co-Lead Counsel for Lead Plaintiffs FPPACO and The City of Birmingham Retirement and Relief System in this consolidated shareholder derivative action alleging that, since at least 2011, the Board and executive management of Wells Fargo knew or consciously disregarded that Wells Fargo employees were illicitly creating millions of deposit and credit card accounts for their customers, without those customers' consent, as part of Wells Fargo's intense effort to

drive up its "cross-selling" statistics. Revelations regarding the scheme, and the defendants' knowledge or blatant disregard of it, deeply damaged Wells Fargo's reputation and cost it millions of dollars in regulatory fines and lost business.

In May and October 2017, the court largely denied Wells Fargo's and the Director and Officer Defendants' motions to dismiss Lead Plaintiffs' amended complaint. In April 2020, U.S. District Judge Jon S. Tigar granted final approval to a settlement of $240 million cash payment, the largest insurer-funded cash settlement of a shareholder derivative action, and corporate governance reforms.

JANUS OVERSEAS FUND, ET AL. V. PETRÓLEO BRASILEIRO S.A. - PETROBRAS, ET AL., NO. 1:15-CV-10086-JSR (S.D.N.Y.); ***DODGE & COX GLOBAL STOCK FUND, ET AL. V. PETRÓLEO BRASILEIRO S.A. - PETROBRAS, ET AL.***, NO. 1:15-CV-10111-JSR (S.D.N.Y.)

Lieff Cabraser represented certain Janus and Dodge & Cox funds and investment managers in these individual actions against Petróleo Brasileiro S.A. – Petrobras, related Petrobras entities, and certain of Petrobras's senior officers and directors for misrepresenting and failing to disclose a pervasive and long-running scheme of bribery and corruption at Petrobras. As a result of the misconduct, Petrobras overstated the value of its assets by billions

of dollars and materially misstated its financial results during the relevant period. The actions charged defendants with violations of the Securities Act of 1933 (the "Securities Act") and/or the Securities Exchange Act of 1934 ("Exchange Act"). The action recently settled on confidential terms favorable to plaintiffs.

IN RE FACEBOOK, INC. IPO SECURITIES AND DERIVATIVE LITIGATION, MDL NO. 12-2389 (RWS) (S.D.N.Y.)

Lieff Cabraser was counsel for two individual investor class representatives in the securities class litigation arising under the Private Securities Litigation Reform Act of 1995 (the "PSLRA") concerning Facebook's initial public offering in May 2012. In 2018, the court granted plaintiffs' motion for final approval of a settlement of the litigation.

NORMAND, ET AL. V. BANK OF NEW YORK MELLON CORP., NO. 1:16-CV-00212-LAK-JLC (S.D.N.Y.)

Lieff Cabraser, together with co-counsel, represented a proposed class of holders of American Depositary Receipts ("ADRs") (negotiable U.S. securities representing ownership of publicly traded shares in a non-U.S. corporation), for which BNY Mellon served as the depositary bank. Plaintiffs alleged that under the contractual agreements underlying the ADRs, BNY Mellon was responsible for "promptly" converting cash distributions (such as dividends) received for ADRs into U.S. dollars for the benefit of ADR holders, and was required to act without bad faith. Plaintiffs alleged that, instead, when doing the ADR cash conversions, BNY Mellon used the range of exchange rates available during the trading session in a manner that was unfavorable for ADR holders, and in doing so, improperly skimmed profits from distributions owed and payable to the class. In 2019, the court granted final approval to a $72.5 million settlement of the action.

HONEYWELL INTERNATIONAL INC. DEFINED CONTRIBUTION PLANS MASTER SAVINGS TRUST. V. MERCK & CO., NO. 14-CV 2523-SRC-CLW (S.D.N.Y.); ***JANUS BALANCED FUND V. MERCK & CO.***, NO. 14-CV-3019-SRC-CLW (S.D.N.Y.); ***LORD ABBETT AFFILIATED FUND V. MERCK & CO.***, NO. 14-CV-2027-SRC-CLW (S.D.N.Y.); ***NUVEEN DIVIDEND VALUE FUND (F/K/A NUVEEN EQUITY INCOME FUND), ON ITS OWN BEHALF AND AS SUCCESSOR IN INTEREST TO NUVEEN LARGE CAP VALUE FUND (F/K/A FIRST AMERICAN LARGE CAP VALUE FUND) V. MERCK & CO.,*** NO. 14-CV-1709-SRC-CLW (S.D.N.Y.)

Lieff Cabraser represented certain Nuveen, Lord Abbett, and Janus funds, and two Honeywell International trusts in these individual actions against Merck & Co., Inc. ("Merck") and certain of its senior officers and directors for misrepresenting the cardiovascular safety profile and commercial viability of Merck's purported "blockbuster" drug, VIOXX. The actions charged defendants with violations of the Exchange Act. The action settled on confidential terms.

ARKANSAS TEACHER RETIREMENT SYSTEM V. STATE STREET CORP., CASE NO. 11CV10230 (MLW) (D. MASS.)

Lieff Cabraser served as co-counsel for a nationwide class of institutional custodial clients of State Street,

including public pension funds and ERISA plans, who allege that defendants deceptively charged class members on FX trades done in connection with the purchase and sale of foreign securities. The complaint charged that between 1999 and 2009, State Street consistently incorporated hidden and excessive mark-ups or mark-downs relative to the actual FX rates applicable at the times of the trades conducted for State Street's custodial FX clients.

State Street allegedly kept for itself, as an unlawful profit, the "spread" between the prices for foreign currency available to it in the FX marketplace and the rates it charged to its customers. Plaintiffs sought recovery under Massachusetts' Consumer Protection Law and common law tort and contract theories. On November 2, 2016, U.S. District Senior Judge Mark L. Wolf granted final approval to a $300 million settlement of the litigation.

BIOTECHNOLOGY VALUE FUND, L.P. V. CELERA CORP., 3:13-CV-03248-WHA (N.D. CAL.)

Lieff Cabraser represented a group of affiliated funds investing in biotechnology companies in this individual action arising from misconduct in connection with Quest Diagnostics Inc.'s 2011 acquisition of Celera Corporation. Celera, Celera's individual directors, and Credit Suisse were charged with violations of Sections 14(e) and 20(a) of the

Exchange Act and breach of fiduciary duty. In February 2014, the Court denied in large part defendants' motion to dismiss the second amended complaint. In September 2014, the plaintiffs settled with Credit Suisse for a confidential amount. After the completion of fact and expert discovery, and prior to a ruling on defendants' motion for summary judgment, the plaintiffs settled with the Celera defendants in January 2015 for a confidential amount.

IN RE BANK OF NEW YORK MELLON CORP. FOREIGN EXCHANGE TRANSACTIONS LITIGATION, MDL 2335 (S.D.N.Y.)

Lieff Cabraser served as co-lead class counsel for a proposed nationwide class of institutional custodial customers of The Bank of New York Mellon Corporation ("BNY Mellon"). The litigation stemmed from alleged deceptive overcharges imposed by BNY Mellon on foreign currency exchanges (FX) that were done in connection with custodial customers' purchases or sales of foreign securities. Plaintiffs alleged that for more than a decade, BNY Mellon consistently charged its custodial customers hidden and excessive mark-ups on exchange rates for FX trades done pursuant to "standing instructions," using "range of the day" pricing, rather than the rates readily available when the trades were actually executed.

In addition to serving as co-lead counsel for a nationwide class of affected custodial customers, which

included public pension funds, ERISA funds, and other public and private institutions, Lieff Cabraser was one of three firms on Plaintiffs' Executive Committee tasked with managing all activities on the plaintiffs' side in the multidistrict consolidated litigation. Prior to the cases being transferred and consolidated in the Southern District of New York, Lieff Cabraser defeated, in its entirety, BNY Mellon's motion to dismiss claims brought on behalf of ERISA and other funds under California's and New York's consumer protection laws.

The firm's clients and class representatives in the consolidated litigation included the Ohio Police & Fire Pension Fund, the School Employees Retirement System of Ohio, and the International Union of Operating Engineers, Stationary Engineers Local 39 Pension Trust Fund.

In March 2015, a global resolution of the private and governmental enforcement actions against BNY Mellon was announced, in which $504 million will be paid back to BNY Mellon customers ($335 million of which is directly attributable to the class litigation).

On September 24, 2015, U.S. District Court Judge Lewis A. Kaplan granted final approval to the settlement. Commenting on the work of plaintiffs' counsel, Judge Kaplan stated, "This really was an extraordinary case in which plaintiff's counsel performed, at no small risk, an extraordinary service. They did a wonderful job in this case, and I've seen a lot of wonderful lawyers over the years. This was a great performance. They were fought tooth and nail at every step of the road. It undoubtedly vastly expanded the costs of the case, but it's an adversary system, and sometimes you meet adversaries who are heavily armed and well financed, and if you're going to win, you have to fight them and it costs money. This was an outrageous wrong committed by the Bank of New York Mellon, and

plaintiffs' counsel deserve a world of credit for taking it on, for running the risk, for financing it and doing a great job."

IN RE A-POWER ENERGY GENERATION SYSTEMS, LTD. SECURITIES LITIGATION, NO. 2:11-ML-2302-GW- (CWX) (C.D. CAL.)

Lieff Cabraser served as Court-appointed Lead Counsel for Lead Plaintiff in this securities class action that charged defendants with materially misrepresenting A-Power Energy Generation Systems, Ltd.'s financial results and business prospects in violation of the antifraud provisions of the Securities Exchange Act of 1934. The Court approved a $3.675 million settlement in August 2013.

IN RE DIAMOND FOODS, INC., SECURITIES LITIGATION, NO. 11-CV-05386-WHA (N.D. CAL.)

Lieff Cabraser served as local counsel for Lead Plaintiff Public Employees' Retirement System of Mississippi ("MissPERS") and the class of investors it represented in this securities class action lawsuit arising under the PSLRA. The complaint charged Diamond Foods and certain senior executives of the company with violations of the Exchange Act for knowingly understating the cost of walnuts Diamond Foods purchased in order to inflate the price of Diamond Foods' common stock. In January 2014, the Court granted final approval of a settlement of the action requiring

Diamond Foods to pay $11 million in cash and issue 4.45 million common shares worth $116.3 million on the date of final approval based on the stock's closing price on that date.

BANK OF AMERICA-MERRILL LYNCH MERGER SECURITIES CASES

In two cases–*DiNapoli, et al. v. Bank of America Corp.*, No. 10 CV 5563 (S.D.N.Y.) and *Schwab S&P 500 Index Fund, et al. v. Bank of America Corp.*, et al., No. 11-cv- 07779 PKC (S.D.N.Y.)

Lieff Cabraser sought recovery on a direct, non-class basis for losses that a number of public pension funds and mutual funds incurred as a result of Bank of America's alleged misrepresentations and concealment of material facts in connection with its acquisition of Merrill Lynch & Co., Inc. Lieff Cabraser represented the New York State Common Retirement Fund, the New York State Teachers' Retirement System, the Public Employees' Retirement Association of Colorado, and fourteen mutual funds managed by Charles Schwab Investment Management. Both cases settled in 2013 on confidential terms favorable for our clients.

IN RE AXA ROSENBERG INVESTOR LITIGATION, NO. CV 11-00536 JSW (N.D. CAL)

Lieff Cabraser served as Co-Lead Counsel for a class of institutional investors, ERISA-covered plans, and other investors in quantitative funds managed by AXA Rosenberg Group, LLC and its affiliates ("AXA"). Plaintiffs

alleged that AXA breached its fiduciary duties and violated ERISA by failing to discover a material computer error that existed in its system for years, and then failing to remedy it for months after its eventual discovery in 2009. By the time AXA disclosed the error in 2010, investors had suffered losses and paid substantial investment management fees to AXA. After briefing motions to dismiss and working with experts to analyze data obtained from AXA relating to the impact of the error, Lieff Cabraser reached a $65 million settlement with AXA that the Court approved in April 2012.

BLACKROCK GLOBAL ALLOCATION FUND V. TYCO INTERNATIONAL LTD., ET AL., NO. 2:08-CV-519 (D. N.J.); ***NUVEEN BALANCED MUNICIPAL AND STOCK FUND V. TYCO INTERNATIONAL LTD., ET AL.,*** NO. 2:08-CV-518 (D. N.J.)

Lieff Cabraser represented multiple funds of the investment firms BlackRock Inc. and Nuveen Asset Management in separate, direct securities fraud actions against Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd, Covidien (U.S.), L. Dennis Kozlowski, Mark H. Swartz, and Frank E. Walsh, Jr. Plaintiffs alleged that defendants engaged in a massive criminal enterprise that combined the theft of corporate assets with fraudulent accounting entries that concealed Tyco's financial condition from investors. As a result, plaintiffs purchased Tyco common stock and other Tyco securities at artificially inflated prices and suffered losses upon disclosures revealing Tyco's true financial condition and defendants' misconduct. In 2009, the parties settled the claims against the corporate defendants (Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd., and Covidien (U.S.). The litigation concluded in 2010. The total settlement proceeds paid by all defendants were in excess of $57 million.

IN RE CABLEVISION SYSTEMS CORP. SHAREHOLDER DERIVATIVE LITIGATION, NO. 06-CV-4130-DGT-AKT (E.D.N.Y.)

Lieff Cabraser served as Co-Lead Counsel in a shareholders' derivative action against the board of directors and numerous officers of Cablevision. The suit alleged that defendants intentionally manipulated stock option grant dates to Cablevision employees between 1997 and 2002 in order to enrich certain officer and director defendants at the expense of Cablevision and Cablevision shareholders. According to the complaint, Defendants made it appear as if stock options were granted earlier than they actually were in order to maximize the value of the grants. In September 2008, the Court granted final approval to a $34.4 million settlement of the action. Over $24 million of the settlement was contributed directly by individual defendants who either received backdated options or participated in the backdating activity.

IN RE NATIONAL CENTURY FINANCIAL ENTERPRISES, INC. INVESTMENT LITIGATION, MDL NO. 1565 (S.D. OHIO)

Lieff Cabraser served as outside counsel for the New York City Employees' Retirement System, Teachers' Retirement System for the City of New York, New York City Police Pension Fund, and New York City Fire Department Pension Fund in this multidistrict litigation

arising from fraud in connection with NCFE's issuance of notes backed by healthcare receivables. The New York City Pension Funds recovered more than 70% of their $89 million in losses, primarily through settlements achieved in the federal litigation and another NCFE-matter brought on their behalf by Lieff Cabraser.

IN RE BROADCOM CORPORATION DERIVATIVE LITIGATION, NO. CV 06-3252-R (C.D. CAL.)

Lieff Cabraser served as Court-appointed Lead Counsel in a shareholders derivative action arising out of stock options backdating in Broadcom securities. The complaint alleged that defendants intentionally manipulated their stock option grant dates between 1998 and 2003 at the expense of Broadcom and Broadcom shareholders. By making it seem as if stock option grants occurred on dates when Broadcom stock was trading at a comparatively low per share price, stock option grant recipients were able to exercise their stock option grants at exercise prices that were lower than the fair market value of Broadcom stock on the day the options were actually granted. In December 2009, U.S. District Judge Manuel L. Real granted final approval to a partial settlement in which Broadcom Corporation's insurance carriers paid $118 million to Broadcom. The settlement released certain individual director and officer defendants covered by Broadcom's directors' and officers' policy.

Plaintiffs' counsel continued to pursue claims against William J. Ruehle, Broadcom's former Chief Financial Officer, Henry T. Nicholas, III, Broadcom's co-founder and former Chief Executive Officer, and Henry Samueli, Broadcom's co-founder and former Chief Technology Officer. In May 2011, the Court approved a settlement with these defendants. The settlement provided substantial consideration to Broadcom, consisting of the receipt of cash and cancelled options from Dr. Nicholas and Dr. Samueli totaling $53 million in value, plus the release of a claim by Mr. Ruehle, which sought damages in excess of $26 million.

Coupled with the earlier $118 million partial settlement, the total recovery in the derivative action was $197 million, which at the time constituted the third-largest settlement ever in a derivative action involving stock options backdating.

ALASKA STATE DEPARTMENT OF REVENUE V. AMERICA ONLINE, NO. 1JU-04-503 (ALASKA SUPR. CT.)

In December 2006, a $50 million settlement was reached in a securities fraud action brought by the Alaska State Department of Revenue, Alaska State Pension Investment Board and Alaska Permanent Fund Corporation against defendants America Online, Inc., Time Warner Inc., Historic TW Inc. When the action was filed, the Alaska Attorney General estimated total losses at $70 million. The recovery on behalf of Alaska was approximately 50 times what the state would have received as a member of the class in the federal securities class action settlement. The lawsuit, filed in 2004 in Alaska State Court, alleged that defendants misrepresented advertising revenues and growth of AOL and AOLTW along with the number of AOL subscribers, which artificially inflated the stock price of AOL and AOLTW to the detriment of Alaska State funds.

The Alaska Department of Law retained Lieff Cabraser to lead the litigation efforts under its direction. "We appreciate the diligence and expertise of our counsel in achieving an outstanding resolution of the case," said Mark Morones, spokesperson for the Department of Law, following announcement of the settlement.

THE CHARLES SCHWAB CORP. V. BNP PARIBAS SEC. CORP., NO. CGC-10-501610 (CAL. SUPER. CT.); ***THE CHARLES SCHWAB CORP. V. J.P. MORGAN SEC., INC.,*** NO. CGC-10-503206 (CAL. SUPER. CT.); ***THE CHARLES SCHWAB CORP. V. J.P. MORGAN SEC., INC.***, NO. CGC-10-503207 (CAL. SUPER. CT.); AND ***THE CHARLES SCHWAB CORP. V. BANC OF AMERICA SEC. LLC***, NO. CGC-10-501151 (CAL. SUPER. CT.)

Lieff Cabraser, along with co-counsel, represents Charles Schwab in four separate individual securities actions against certain issuers and sellers of mortgage-backed securities ("MBS") for materially misrepresenting the quality of the loans underlying the securities in violation of California state law. Charles Schwab Bank, N.A., a subsidiary of Charles Schwab, suffered significant damages by purchasing the securities in reliance on defendants' misstatements. The court largely overruled defendants' demurrers in January 2012. Settlements have been reached with dozens of defendants for confidential amounts.

IN RE QWEST COMMUNICATIONS INTERNATIONAL SECURITIES AND "ERISA" LITIGATION (NO. II), NO. 06-CV-17880-REB-PAC (MDL NO. 1788) (D. COLO.)

Lieff Cabraser represented the New York State Common Retirement Fund, Fire and Police Pension Association of Colorado, Denver Employees' Retirement Plan, San Francisco Employees' Retirement System, and over thirty BlackRock managed mutual funds in individual securities fraud actions ("opt out" cases) against Qwest Communications International, Inc., Philip F. Anschutz, former co-chairman of the Qwest board of directors, and other senior executives at Qwest. In each action, the plaintiffs charged defendants with massively overstating Qwest's publicly-reported growth, revenues, earnings, and earnings per share from 1999 through 2002. The cases were filed in the wake of a $400 million settlement of a securities fraud class action against Qwest that was announced in early 2006. The cases brought by Lieff Cabraser's clients settled in October 2007 for recoveries totaling more than $85 million, or more than 13 times what the clients would have received had they remained in the class.

MERRILL LYNCH FUNDAMENTAL GROWTH FUND AND MERRILL LYNCH GLOBAL VALUE FUND V. MCKESSON HBOC, NO. 02-405792 (CAL. SUPR. CT.)

Lieff Cabraser served as counsel for two Merrill Lynch sponsored mutual funds in a private lawsuit alleging that a massive accounting fraud occurred at HBOC & Company before and following its 1999 acquisition by McKesson Corporation. The funds charged that defendants, including the former CFO of McKesson HBOC, the name McKesson adopted after acquiring HBOC, artificially inflated the price of securities in McKesson HBOC, through misrepresentations and omissions concerning the financial condition of HBOC, resulting in approximately $135 million in losses for plaintiffs.

In a significant discovery ruling in 2004, the California Court of Appeal held that defendants waived the attorney-client and work product privileges in regard to an audit committee report and interview memoranda prepared in anticipation of shareholder lawsuits by disclosing the information to the U.S. Attorney and *SEC. McKesson HBOC, Inc. v. Supr. Court*, 115 Cal. App. 4th 1229 (2004). Lieff Cabraser's clients recovered approximately $145 million, representing nearly 104% of damages suffered by the funds. This amount was approximately $115-120 million more than the Merrill Lynch funds would have recovered had they participated in the federal class action settlement.

ALBERT V. ALEX. BROWN MANAGEMENT SERVICES; BAKER V. ALEX. BROWN MANAGEMENT SERVICES (DEL. CH. CT.)

In May 2004, on behalf of investors in two investment funds controlled, managed and operated by Deutsche Bank and advised by DC Investment Partners, Lieff Cabraser filed lawsuits for alleged fraudulent conduct that resulted in an aggregate loss of hundreds of millions of dollars. The suits named as defendants Deutsche Bank and its subsidiaries Alex. Brown Management Services and Deutsche Bank Securities, members of the funds' management committee, as well as DC Investments Partners and two of its principals. Among the plaintiff-investors were 70 high net worth individuals. In the fall of 2006, the cases settled by confidential agreement.

ALLOCCO V. GARDNER, NO. GIC 806450 (CAL. SUPR. CT.)

Lieff Cabraser represented Lawrence L. Garlick, the co-founder and former Chief Executive Officer of Remedy Corporation and 24 other former senior executives and directors of Remedy Corporation in a private (non-class) securities fraud lawsuit against Stephen P. Gardner, the former Chief Executive Officer of Peregrine Systems, Inc., John J. Moores, Peregrine's former Chairman of the Board, Matthew C. Gless, Peregrine's former Chief Financial Officer, Peregrine's accounting firm Arthur Andersen and certain entities that entered into fraudulent transactions with Peregrine.

The lawsuit, filed in California state court, arose out of Peregrine's August 2001 acquisition of Remedy. Plaintiffs charged that they were induced to exchange their Remedy stock for Peregrine stock on the basis of false and misleading representations made by defendants. Within months of the Remedy acquisition, Peregrine began to reveal to the public that it had grossly overstated its revenue during the years 2000-2002, and eventually restated more than $500 million in revenues.

After successfully defeating demurrers brought by defendants, including third parties who were customers of Peregrine who aided and abetted Peregrine's accounting fraud under California common law, plaintiffs reached a series of settlements. The settling defendants included Arthur Andersen, all of the director defendants, three officer defendants and the third party customer defendants KPMG, British Telecom, Fujitsu, Software Spectrum and Bindview. The total amount received in settlements was approximately $45 million.

IN RE MEDIA VISION TECHNOLOGY SECURITIES LITIGATION, NO. CV-94-1015 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel in a class action lawsuit which alleged that certain Media Vision's officers, outside directors, accountants and underwriters engaged in a fraudulent scheme to inflate the company's earnings and issued false and misleading public statements about the company's finances, earnings and profits. By 1998, the Court had approved several partial settlements with many of Media Vision's officers and directors, accountants and underwriters which totaled $31 million and which were distributed to eligible class members. The evidence that Lieff Cabraser developed in the civil case led prosecutors to commence an investigation and ultimately file criminal charges against Media Vision's former Chief Executive Officer and Chief Financial Officer.

The civil action against Media Vision's CEO and CFO was stayed pending the criminal proceedings against them. In the criminal proceedings, the CEO pled guilty on several counts, and the CFO was convicted at trial. In October 2003, the Court granted Plaintiffs' motions for summary judgment and entered a judgment in favor of the class against the two defendants in the amount of $188 million.

IN RE FIRST CAPITAL HOLDINGS CORP. FINANCIAL PRODUCTS SECURITIES LITIGATION, MDL NO. 901 (C.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel in a class action brought to recover damages sustained by policyholders of First Capital Life Insurance Company and Fidelity Bankers Life Insurance Company policyholders resulting from the insurance companies' allegedly fraudulent or reckless investment and financial practices, and the manipulation of the companies' financial statements. This policyholder settlement generated over $1 billion in restored life insurance policies. The settlement was approved by both federal and state courts in parallel proceedings and then affirmed by the Ninth Circuit on appeal.

IN RE SCORPION TECHNOLOGIES SECURITIES LITIGATION I, NO. C-93-20333-EAI (N.D. CAL.); ***DIETRICH V. BAUER***, NO. C-95-7051-RWS (S.D.N.Y.); CLAGHORN V. EDSACO, NO. 98-3039-SI (N.D. CAL.)

Lieff Cabraser served as Lead Counsel in class action suits arising out of an alleged fraudulent scheme by Scorpion Technologies, Inc., certain of its officers, accountants, underwriters and business affiliates to inflate the company's earnings through reporting fictitious sales.

In Scorpion I, the Court found plaintiffs had presented sufficient

evidence of liability under Federal securities acts against the accounting firm Grant Thornton for the case to proceed to trial. In re Scorpion Techs., 1996 U.S. Dist. LEXIS 22294 (N.D. Cal. Mar. 27, 1996). In 1988, the Court approved a $5.5 million settlement with Grant Thornton. In 2000, the Court approved a $950,000 settlement with Credit Suisse First Boston Corporation.

In April 2002, a federal jury in San Francisco, California returned a $170.7 million verdict against Edsaco Ltd. The jury found that Edsaco aided Scorpion in setting up phony European companies as part of a scheme in which Scorpion reported fictitious sales of its software to these companies, thereby inflating its earnings. Included in the jury verdict, one of the largest verdicts in the U.S. in 2002, was $165 million in punitive damages. Richard M. Heimann conducted the trial for plaintiffs.

On June 14, 2002, U.S. District Court Judge Susan Illston commented on Lieff Cabraser's representation: "[C]ounsel for the plaintiffs did a very good job in a very tough situation of achieving an excellent recovery for the class here. You were opposed by extremely capable lawyers. It was an uphill battle. There were some complicated questions, and then there was the tricky issue of actually collecting anything in the end. I think based on the efforts that were made here that it was an excellent result for the class. . . [T]he recovery that was achieved for the class in this second

trial is remarkable, almost a hundred percent."

KOFUKU BANK AND NAMIHAYA BANK V. REPUBLIC NEW YORK SECURITIES CORP., NO. 00 CIV 3298 (S.D.N.Y.); AND ***KITA HYOGO SHINYO-KUMIAI V. REPUBLIC NEW YORK SECURITIES CORP.***, NO. 00 CIV 4114 (S.D.N.Y.)

Lieff Cabraser represented Kofuku Bank, Namihaya Bank and Kita Hyogo Shinyo-Kumiai (a credit union) in individual lawsuits against, among others, Martin A. Armstrong and HSBC, Inc., the successor-in-interest to Republic New York Corporation, Republic New York Bank and Republic New York Securities Corporation for alleged violations of federal securities and racketeering laws.

Through a group of interconnected companies owned and controlled by Armstrong—the Princeton Companies—Armstrong and the Republic Companies promoted and sold promissory notes, known as the "Princeton Notes," to more than eighty of the largest companies and financial institutions in Japan. Lieff Cabraser's lawsuits, as well as the lawsuits of dozens of other Princeton Note investors, alleged that the Princeton and Republic Companies made fraudulent misrepresentations and non-disclosures in connection with the promotion and sale of Princeton Notes, and that investors' monies were commingled and misused to the benefit of Armstrong,

the Princeton Companies and the Republic Companies.

In December 2001, the claims of our clients and those of the other Princeton Note investors were settled. As part of the settlement, our clients recovered more than $50 million, which represented 100% of the value of their principal investments less money they received in interest or other payments.

IN RE NETWORK ASSOCIATES, INC. SECURITIES LITIGATION, NO. C-99-1729-WHA (N.D. CAL.)

Following a competitive bidding process, the Court appointed Lieff Cabraser as Lead Counsel for the Lead Plaintiff and the class of investors. The complaint alleged that Network Associates improperly accounted for acquisitions in order to inflate its stock price. In May 2001, the Court granted approval to a $30 million settlement.

In reviewing the Network Associates settlement, U.S. District Court Judge William H. Alsup observed, "[T]he class was well served at a good price by excellent counsel . . . We have class counsel who's one of the foremost law firms in the country in both securities law and class actions. And they have a very excellent reputation for the conduct of these kinds of cases . . ."

IN RE CALIFORNIA MICRO DEVICES SECURITIES LITIGATION, NO. C-94-2817-VRW (N.D. CAL.)

Lieff Cabraser served as Liaison Counsel for the Colorado Public Employees' Retirement Association and the California State Teachers' Retirement System, and the class they represented. Prior to 2001, the Court approved $19 million in settlements. In May 2001, the Court approved an additional settlement of $12 million, which, combined with the earlier settlements, provided class members an almost complete return on their losses. The settlement with the company included multi-million

dollar contributions by the former Chairman of the Board and Chief Executive Officer.

Commenting in 2001 on Lieff Cabraser's work in Cal Micro Devices, U.S. District Court Judge Vaughn R. Walker stated, "It is highly unusual for a class action in the securities area to recover anywhere close to the percentage of loss that has been recovered here, and counsel and the lead plaintiffs have done an admirable job in bringing about this most satisfactory conclusion of the litigation." One year later, in a related proceeding and in response to the statement that the class had received nearly a 100% recovery, Judge Walker observed, "That's pretty remarkable. In these cases, 25 cents on the dollar is considered to be a magnificent recovery, and this is [almost] a hundred percent."

NGUYEN V. FUNDAMERICA, NO. C-90-2090 MHP (N.D. CAL., PATEL, J.), 1990 FED. SEC. L. REP. (CCH) ¶¶ 95,497, 95,498 (N.D. CAL. 1990)

Lieff Cabraser served as Plaintiffs' Class Counsel in this securities/RICO/tort action seeking an injunction against alleged unfair "pyramid" marketing practices and compensation to participants. The District Court certified a nationwide class for injunctive relief and damages on a mandatory basis and enjoined fraudulent overseas transfers of assets. The Bankruptcy Court permitted class proof of claims. Lieff Cabraser obtained dual District

Court and Bankruptcy Court approval of settlements distributing over $13 million in FundAmerica assets to class members.

INFORMIX/ILLUSTRA SECURITIES LITIGATION, NO. C-97-1289-CRB (N.D. CAL.)

Lieff Cabraser represented Richard H. Williams, the former Chief Executive Officer and President of Illustra Information Technologies, Inc., and a class of Illustra shareholders in a class action suit on behalf of all former Illustra securities holders who tendered their Illustra preferred or common stock, stock warrants or stock options in exchange for securities of Informix Corporation in connection with Informix's 1996 purchase of Illustra. Pursuant to that acquisition, Illustra stockholders received Informix securities representing approximately 10% of the value of the combined company. The complaint alleged claims for common law fraud and violations of Federal securities law arising out of the acquisition. In October 1999, U.S. District Judge Charles E. Breyer approved a global settlement of the litigation for $136 million, constituting one of the largest settlements ever involving a high technology company alleged to have committed securities fraud. Our clients, the Illustra shareholders, received approximately 30% of the net settlement fund.

IN RE FPI/AGRETECH SECURITIES LITIGATION, MDL NO. 763 (D. HAW., REAL, J.)

Lieff Cabraser served as Lead Class Counsel for investors defrauded in a "Ponzi-like" limited partnership investment scheme. The Court approved $15 million in partial, pretrial settlements. At trial, the jury returned a $24 million verdict, which included $10 million in punitive damages, against non-settling defendant Arthur Young & Co. for its knowing complicity and active and substantial assistance in the marketing and sale of the worthless limited partnership offerings. The Appellate Court affirmed the compensatory damages award and remanded the case for a retrial on punitive damages. In 1994, the Court approved a $17 million settlement with Ernst & Young, the successor to Arthur Young & Co.

SURVIVOR RIGHTS & ADVOCACY

Lieff Cabraser has brought lawsuits on behalf of minor victims of sexual abuse against schools, hospitals/doctors and behavioral health facilities. Lieff Cabraser was one of the principal architects of the historic $215 million settlement reached in 2020 on behalf of a class of approximately 18,000 female students who were sexually assaulted at the University of Southern California by Dr. George Tyndall, and continues to advance litigation across the U.S. on behalf of victims of sexual assault and predatory conduct, including in Michigan against the University of Michigan and its Regents for allowing and enabling a University physician, Dr. Robert E. Anderson, to sexually abuse students while employed by the University for more than 30 years (1968-2003); against Devereux behavioral health facilities; against the Branson private school in Marin County; and against airlines including Frontier for sexual assaults against passengers occurring on commercial flights across the U.S.

Representative Current Cases

DEVEREUX ADVANCED BEHAVIORAL HEALTH STAFF SEXUAL ABUSES

Lieff Cabraser represents six individuals and a putative class of thousands of other children across the U.S. in a federal class action sexual abuse lawsuit in Pennsylvania against Devereux Foundation (a/k/a Devereux Advanced Behavioral Health) and QualityHealth Staffing, LLC. The complaint details multiple alleged violations of state and federal law, including assault; battery; failure to report child abuse; creation of a sexually hostile culture/heightened risk of sexual harassment; deliberate indifference to prior sexual harassment; negligence and failure to provide safe environment with adequate protection, supervision, and care; negligent hiring of unsuitable personnel; negligent retention of unsuitable personnel; negligent supervision; gross negligence; and negligent misrepresentation. One of the largest behavioral health organizations in the country, Devereux has more than 7,500 staff members across 13 states.

The complaint includes allegations of the rape and sexual abuse of inpatient clients as well as abuses committed by fellow inpatients that were ignored and/or suppressed by Devereux staff and management. Some patients who raised such allegations claim they were not only disregarded but punished for initiating complaints, including the withholding of food, physical restraint, isolation, and even physical abuse.

SEX TRAFFICKING OF MINORS VIA SOCIAL MEDIA

Lieff Cabraser is investigating reports of sex trafficking and sexual exploitation occurring on social media platforms across the country, including on Twitter, TikTok, Instagram, Snapchat, WhatsApp, OnlyFans, Facebook, Backpage, and Craigslist. The firm represents a client who was trafficked through advertisements on Craigslist as a minor teenager. The case, J.B. v. craigslist, Inc., 4:19-cv-07848-HSG, is now pending in the Ninth Circuit on the issue of whether an internet company can be held responsible for benefitting from sex trafficking it knew or should have known was ongoing on its platform.

SACRED HEART SCHOOLS SEXUAL ABUSE CLAIMS

Lieff Cabraser represents survivors of alleged sexual abuse at the elite Sacred Heart schools in Atherton and San Francisco, California, involving sexual abuse of children and teens by teachers and volunteers. Sacred Heart Atherton is now the subject of an independent investigation by a third-party firm that is investigating alleged sexual misconduct going back to at least the 1990s against students. Lieff Cabraser is working with students and their families to bring accountability and change to this important institution.

HOTCHKISS SCHOOL SEXUAL ABUSE LAWSUITS

We represent former students in sexual abuse lawsuits against The Hotchkiss School. The suits allege that, during their time at the Hotchkiss College Preparatory School in Connecticut in the mid-1980s

and 1990s, the former students were subjected to ritual hazing of a sexual nature by older student-proctors and that they were raped by male teachers known to the School as pedophiles who had abused numerous other male students at the School.

On July 9, 2019, U.S. District Judge Victor Bolden (D. Conn.) ruled that a former student's sexual abuse lawsuit against Hotchkiss can move forward. Though the judge dismissed a count of intentional infliction of emotional distress against the school, he ruled that the case can proceed on the four other counts, those of breach of fidicuary duty, recklessness, negligence, and negligent infliction of emotional distress. Lieff Cabraser has also filed a separate suit on behalf of another former Hotchkiss student who alleges sexual assault by Smith. That case is pending.

THACHER SCHOOL OJAI CALIFORNIA STUDENT SEXUAL ABUSE

Lieff Cabraser represents two victims of sexual abuse at Ojai's elite Thacher School after shocking revelations of a 91-page report compiled by an outside firm following a months-long investigation into allegations of sexual abuse, molestation, harassment, groping, and rape of teenage students at the Thacher School over the last forty years. The report includes details about a 16-year-old student who was repeatedly raped by her English teacher at Thacher, and

further notes that the former head of the school, who died in 2014, faced accusations of inappropriate touching and making improper comments.

BRANSON SCHOOL STUDENT SEXUAL ABUSE LAWSUIT

Lieff Cabraser represented an alumna in her lawsuit against the elite Branson School in Marin County. The case followed an independent investigation into Branson that revealed decades of sexual abuse by teachers, administrators, and coaches against female students from the 1970s to 2010s. The report named four men whom investigators concluded had engaged in sexual misconduct with at least 10 girls. The firm's client alleged that in the late 1980s she was subject to sexual abuse by one of the men named in the report, assistant basketball coach Richard Manoogian, and that Branson failed to protect her from this abuse. The case also alleged that the abuse was known to head basketball coach Jonas Honick, a "local legend" who remained in his coaching role until recently. The case resolved in 2022.

UNIVERSITY OF SAN FRANCISCO AND NCAA STUDENT-ATHLETE ABUSE

In June of 2022, nine former USF baseball players joined the class action lawsuit filed in March 2022 against their two (now former) baseball coaches, USF, and the NCAA. Lieff Cabraser and co-counsel represent the plaintiff players who allege that USF coaches Anthony Giarratano and Troy Nakamura created an intolerable sexualized environment on the team over the course of 22 years, that USF knew about their misconduct and did nothing to stop it, and that the NCAA has inadequate policies in place to protect student-athletes from such abuse or prevent coaches from moving on to another member institution with impunity. The

amended complaint includes the claims brought by the original three plaintiffs, and provides vivid and disturbing details of an environment rife with emotional abuse and highly sexualized behavior, with the earliest allegations dating back to 1999 — Giarratano's first year as coach. The original complaint was filed on March 11, 2022, in the U.S. District Court for the Northern District of California, San Francisco Division. Since the filing, Giarratano and Nakamura have been fired, and USF athletic director, Joan McDermott, has left her position.

The lawsuit seeks to address the systemic institutional failures at USF that allowed such abuse to continue unabated despite complaints up to and including those made to the Athletic Director and Title IX office, and includes allegations that the NCAA failed to protect the student-athletes from abuse and harassment, and also failed to create and enforce prohibitions of sexual contact between coaches and student-athletes. The complaint also details multiple attempts made by parents and others to demand the Jesuit university step in to protect the student-athletes from ongoing abuse, only to have the school administration repeatedly ignore calls for assistance. In January of 2023, the Court determined that Indiana-based NCAA's ties to California were too threadbare to keep it as a defendant, but held that the case should continue against the University of San Francisco.

SURVIVOR RIGHTS & ADVOCACY
Representative Accomplishments/Successful Cases

JOHN DOE V. UNIVERSITY OF MICHIGAN AND THE REGENTS OF THE UNIVERSITY OF MICHIGAN, CASE NO. 2:20-CV-10629 (E.D. MICH.)

Lieff Cabraser serves as Plaintiffs' Interim Co-Class Counsel in the sexual abuse litigation against the University of Michigan and Dr. Robert E. Anderson pending in the U.S. District Court for the Eastern District of Michigan. The lawsuit, brought on behalf of former student-patients, alleges that Anderson abused his position to repeatedly and regularly sexually assault University students in the guise of providing medical care, and that the University of Michigan and its Regents allowed and enabled that abuse during his employment at the University from 1968 through 2003. A University of Michigan press release notes that the sexual abuse allegations against Anderson are said to be "disturbing and very serious," and include claims of unnecessary and intimate exams by a doctor with unrestricted access to male college athletes over a period extending over three decades.

On August 3, 2022, U.S. District Judge Victoria A. Roberts issued an Order granting final approval to a settlement of the University of Michigan campus sexual misconduct class action that will establish and implement landmark policy and procedural reforms at the University.

JANE DOE ET AL. V. GEORGE TYNDALL AND THE UNIVERSITY OF SOUTHERN CALIFORNIA, NO. 2:18-CV-05010 (C.D. CAL.)

Lieff Cabraser and co-counsel represented a class of women sexually abused, harassed, and molested by gynecologist George Tyndall, M.D. while they were students at University of Southern California ("USC"). The complaint alleged USC actively and deliberately concealed Tyndall's sexual abuse for years, continuing to grant Tyndall unrestricted sexual access to the female USC students in his care, despite publicly admitting that it had received numerous complaints of Tyndall's sexually abusive behavior dating back to at least the year 2000. In February 2020, plaintiffs secured final approval of a settlement on behalf of nearly 18,000 women requiring USC to adopt and implement significant and permanent procedures for identification, prevention, and reporting of sexual and racial misconduct, as well as recognize all of Tyndall's patients through a $215 million fund that gives every survivor a choice in how to participate via a tiered claim structure that allows victims to choose the level of engagement they wish to have with the claims process and how they wish to communicate their stories. The settlement is designed to provide victims with a safe process within which to come forward, where they have complete control over how much they want to engage at their chosen level of comfort.

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DEVIN WILLIAMS, Associate. *Office*: San Francisco. *Practice Area*: Antitrust. *Education*: Howard University School of Law (JD, May 2022); University of Maryland (B.A., 2019).
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AYA MACHIDA WINSTON, Staff Attorney. *Office*: San Francisco. *Education*: University of California at Los Angeles School of Law (J.D., 2010); University of California at Los Angeles (B.A., 2006).
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CAITLIN WOODS, Associate. *Office*: San Francisco. *Practice Areas*: Antitrust, Civil/Human Rights and Social Justice, Employment Discrimination and Unfair Employment Practices, Personal Injury and Products Liability. *Education*: University of California, Berkeley School of Law (J.D., High Distinction in General Scholarship, 2020); University of California, Berkeley (B.A., High Honors in General Distinction, 2015); University of California, Santa Barbara (2013).
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JONATHAN ZAUL, Staff Attorney. *Office*: San Francisco. *Education*: University of San Francisco School of Law (J.D., 2009); University of Hong Kong, Faculty of Law – Santa Clara University International Law Program, Hong Kong; University of California, Berkeley (B.A., 2004).
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TISEME ZEGEYE, Partner. *Office*: San Francisco. *Practice Areas*: Consumer Protection, Employment Discrimination and Unfair Employment Practices. *Education*: New York University School of Law (J.D. 2011); The College of William and Mary (B.A., *cum laude*, 2008).
Full online bio: https://lieffcabraser.com/attorneys/tiseme-zegeye/

LIEFF CABRASER IN THE COMMUNITY

Lieff Cabraser proudly supports the goals of civil rights, human rights, increased access to legal services, and initiatives by the legal community to improve civil justice.

Lieff Cabraser has sponsored the Bay Area Minority Law Student Scholarship Program conducted by the Bar Association of San Francisco (BASF). We also support the National Association for Public Interest Law fellowship program. Fellowships made possible by Lieff Cabraser's sponsorship have included work at the East Bay Community Law Center in Oakland, California, the Employment Law Center in San Francisco, California, and the NOW Legal Defense in New York, New York.

How to Be a Good Ally: A Strategic Engagement Conference

In late 2016 San Francisco office managing partner Kelly Dermody conceived and coordinated the enormously successful SF Bay Area "How to be a Good Ally" Strategic Engagement Conference, attended by 1,200 lawyers. Held at the Bill Graham Civic Auditorium in January 2017, the symposium united scores of California and national non-profit organizations with the legal community in an effort to assist communities in need, including in the areas of hate crimes and Anti-Semitism, government targeting of Muslims, attacks on immigrants and the undocumented, domestic violence and sexual assault, healthcare for people with disabilities and medical vulnerabilities, backlash against the LGBT community, criminalization of communities of color, reproductive rights, worker justice, and saving the environment.

Lieff Cabraser's Additional Community Sponsorships

For over 20 years, Lieff Cabraser sponsored the radio series "Perspectives," airing on the public broadcasting station KQED-FM in the San Francisco Bay Area. The series offers listeners social and political opinion on a broad spectrum of contemporary issues. We remain committed to sponsoring public radio.

In 2007, Lieff Cabraser attorneys assisted in the launching of the Carver HEARTS Project. The project is a partnership among interested community members, George Washington Carver Elementary School in San Francisco, and UCSF's Department of Infant, Child and Adolescent Psychiatry. The project provides a therapist skilled in treating trauma and post-traumatic stress disorder (PTSD) on-site at Carver Elementary School.

In addition to the above-listed organizations, Lieff Cabraser supports the following:

AIDS Legal Referral Panel
American Constitution Society
American Association for Justice
Anti-Defamation Leage
Asian Law Caucus
Bay Area Lawyers for Individual Freedom
Consumer Attorneys of California

East Bay Community Law Center
Equal Rights Advocates
Family Violence Appellate Project
Health Law Advocates
The Impact Fund
Lawyers' Committee for Civil Rights of the San Francisco Bay Area
La Raza Centro Legal
Law Center to Prevent Gun Violence
Legal Aid Society of San Francisco – Employment Law Center
National Center for Lesbian Rights
National Employment Lawyers Association
New York State Trial Lawyers Association
Pride Law Fund
Public Justice
SeniorLiving.org – Preventing Elder Abuse
United Policyholders
Volunteer Legal Services Program
Workplace Fairness

We have been honored to receive the 2005 AIDS Legal Referral Panel "Firm of the Year" award and the 1998 Navigator of Civil Rights Award presented by the NAACP Legal Defense and Educational Fund.

FIRM ACKNOWLEDGEMENTS

New York Law Journal

"CLASS ACTION LITIGATION DEPARTMENT OF THE YEAR"

THE NATIONAL LAW JOURNAL

LITIGATION TRAILBLAZERS
PLAINTIFFS LAW TRAILBLAZERS
ENVIRONMENTAL LAW TRAILBLAZER
ELITE WOMEN OF THE PLAINTIFFS' BAR
LAW FIRM OF THE YEAR FINALIST, ANTITRUST
LAW FIRM OF THE YEAR FINALIST, CLASS ACTION
RISING STARS OF THE PLAINTIFFS BAR

THE AMERICAN LAWYER

LITIGATOR OF THE YEAR FINALIST
BOUTIQUE/SPECIALTY LITIGATION FIRM OF THE YEAR
LITIGATORS OF THE WEEK 9/23/21

BENCHMARK LITIGATION

CALIFORNIA PLAINTIFF FIRM OF THE YEAR
40 AND UNDER HOT LIST

LAWDRAGON
500 LEADING LAWYERS

LAWDRAGON 500 HALL OF FAME
5 "TOP EMPLOYMENT LAWYERS"
7 "TOP 500 LAWYERS"
8 "TOP CONSUMER LAWYERS
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TOP 100 LAWYERS IN CALIFORNIA
TOP 40 UNDER 40
TOP ANTITRUST LAWYERS IN CALIFORNIA
TOP LAWYER OF THE DECADE
TOP PLAINTIFF LAWYERS
TOP WOMEN CALIFORNIA LAWYERS

LAW360

"TITAN OF THE PLAINTIFFS BAR"
"RISING STARS"
"CLASS ACTION MVP"

THE RECORDER

"2020 CALIFORNIA TRAILBLAZERS"

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A Champion for Justice

Under Elizabeth J. Cabraser's leadership, Lieff Cabraser has become one of the country's largest law firms serving clients seeking redress for financial and consumer fraud, anti-competitive practices, harmful drugs and products, and illegal employment practices. For four decades, Elizabeth has made sure that our firm remains dedicated to its core values.

Possessing unparalleled expertise in complex civil litigation, Elizabeth has served as court-appointed lead, co-lead, or class counsel in scores of federal multi-district and state coordinated proceedings. These cases include multi-state tobacco, the *Exxon Valdez* disaster, Breast Implants, Fen-Phen (Diet Drugs), Vioxx, Toyota sudden acceleration, numerous securities/investment fraud cases, and Holocaust litigation. Today, Elizabeth serves in court-appointed leadership positions in several of the nation's highest profile civil cases, including serving as Plaintiffs' Co-Lead Counsel in the GM ignition switch defect litigation, as Plaintiffs' Lead Counsel in the Volkswagen "Clean Diesel" and Fiat Chrysler Ecodiesel Emissions MDLs. She is currently immersed in nationwide Opioids litigation. In January 2018, she was appointed to the Plaintiffs' Executive Committee and Settlement Negotiating Committee in the National Prescription Opiates MDL, and earlier this year was appointed Plaintiffs' Lead Counsel in the McKinsey & Co. National Prescription Opiate MDL.

A Pillar of the Plaintiffs' Bar

Elizabeth has been repeatedly recognized as one of the foremost litigators in our nation, including being selected an unprecedented four times as one of the 100 Most Influential Lawyers in America by the *National Law Journal*, which has called her "a pillar of the plaintiffs' bar." She was inducted into the Trial Lawyer Hall of Fame in 2018.

A *Daily Journal* "Top California Woman Lawyer" since 2007, in 2018 *Law360* named her a "Titan of the Plaintiffs Bar, the National Trial Lawyers Association selected her for its National Trial Lawyers Hall of Fame, and *California Lawyer* named her "California Lawyer of the Year" for her work on the Volkswagen "Clean Diesel" Emissions Fraud case. In 2017, Elizabeth received the *National Law Journal's* Lifetime Achievement Award. The award honors an attorney's career-long accomplishments and their impact on the national legal community. Also in 2017, she was named "Plaintiff Attorney of the Year" by *Benchmark Litigation*, which noted that she "is known nationwide

for having handled some of the largest class actions in US history, as well as being one the firm's -- and the country's -- foremost trial lawyers." The publication also named her to its lists for "Top 10 Women in Litigation," "Top 250 Women in Litigation," and "Top 100 Trial Lawyers in America." The *National Law Journal* selected Elizabeth as a 2017 "Energy and Environmental Law Trailblazer," and Chambers and Partners USA named her a "Leader in the Field" for General Litigation (California) and Product Liability (Nationwide).

In 2016, *Benchmark* recognized her as a "Top 10 Female Litigator," noting "Elizabeth Cabraser is one of the best trial lawyers to be found anywhere. She has an unassuming yet massive courtroom presence." Also in 2016, *Law360* named Elizabeth a "Most Valuable Player" in Class Action Law. In 2015, the *National Law Journal* named her as one of the 75 outstanding women lawyers in America. She has been named repeatedly to the *Lawdragon* 500, The Top 100 California Lawyers, and as a "Super Lawyer" in multiple fields.

The *Daily Journal* has described Elizabeth as

> "a commanding attorney and a role model for other litigators, especially fellow female lawyers."

Law360 noted in a profile of Elizabeth that

> "Her reputation among defense attorneys is that of a formidable opponent who comes to cases thoroughly prepared and can win a Judge's ear."

Commitment to Advancing the Legal Profession and Society

Elizabeth serves on the Executive Committee of the Council of the American Law Institute (ALI) and is an advisor to several ALI projects, including Aggregate Litigation, the Restatement Third, Torts: Liability for Economic Harm. Since 2011, she has served on the Federal Civil Rules Advisory Committee.

Elizabeth has written and spoken extensively on substantive legal issues as well as ones related to the advancement of women in the profession, including for *Trial* magazine, published by the American Association for Justice, a commentary entitled "Where are all the women in the courtroom?"

Elizabeth's dedication to the advancement of civil justice extends beyond cases. She lectures on class action and complex litigation at Berkeley and Columbia Law Schools, has written extensively on these issues, and has also lectured and conducted seminars for the Federal Judicial Center, ALI-ABA, the National Center for State Courts, Vanderbilt University Law School, and the Practicing Law Institute.

In 2010, the American Bar Association Commission on Women in the Profession honored Elizabeth with its Margaret Brent Women Lawyers of Achievement Award. The award recognizes the accomplishments of women lawyers who have excelled in their field and have paved the way to success for other women lawyers. It is regarded by many as the highest honor in the legal profession for women lawyers.

Elizabeth is also a fellow of the American Academy of Arts and Sciences. Many of our nation's most accomplished leaders from academia, the social sciences, the study and practice of law, business, public affairs, the humanities, and the arts are members of the Academy.

Areas of Practice

Consumer Protection, Defective Products, Personal Injury, Securities & Investor Fraud, Environmental Litigation

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U.S. Court of Appeals 2nd Circuit, 2009
U.S. Court of Appeals 3rd Circuit, 1994
U.S. Court of Appeals 4th Circuit, 2013
U.S. Court of Appeals 5th Circuit, 1992
U.S. Court of Appeals 6th Circuit, 1992
U.S. Court of Appeals 7th Circuit, 2001
U.S. Court of Appeals 9th Circuit, 1979
U.S. Court of Appeals 10th Circuit, 1992
U.S. Court of Appeals 11th Circuit, 1992
U.S. District Court District of Hawaii, 1986
U.S. District Court Central District of California, 1992
U.S. District Court Eastern District of California, 1979
U.S. District Court Northern District of California, 1978
U.S. District Court Southern District of California, 1992
U.S. District Court Eastern District of Michigan, 2005
U.S. Tax Court, 1979

Professional Associations and Memberships

American Academy of Arts and Sciences (Fellow)

American Association for Justice (Fight for Justice Campaign; Women Trial Lawyers Caucus; California State Liaison)

American Bar Association (Committee on Mass Torts, Past Co-Chair; Committee on Class Actions and Derivative Suits; Tort and Insurance Practice Section; Rules & Procedures Committee, Past Vice-Chair; Civil Procedure & Evidence News Letter, Contributor; Business Law Section)

American Constitution Society, Board of Advisors

American Law Institute (1993 - present; Council, 1999 - present; Adviser, the Restatement Third, Consumer Contracts project and the Restatement Third, Torts: Liability for Economic Harm; Members Consultative Group, the Restatement Third, Torts: Liability for Physical Harm; past Adviser, the Recognition & Enforcement of Foreign Judgments project and the Principles of the Law of Aggregate Litigation project)

Association of Business Trial Lawyers

Bar Association of the Fifth Federal Circuit

Bar Association of San Francisco (Past President, Securities Litigation Section; Board of Directors, 1997 - 1998; Judiciary Committee)

Bay Area Lawyers for Individual Freedom

California Constitution Revision Commission (1993 -1996)

California Women Lawyers

Consumer Attorneys of California

Federal Bar Association

Federal Bar Association (Northern District of California Chapter)

Federal Civil Rules Advisory Committee (Appointed by Supreme Court, 2011)

Lawyers Club of San Francisco

National Center for State Courts (Board Member; Mass Tort Conference Planning Committee)

National Judicial College (Board of Trustees)

Ninth Circuit Judicial Conference (Lawyer Delegate, 1992 - 1995)

Northern District of California Civil Justice Reform Act (Advisory Committee; Advisory Committee on Professional Conduct)

Northern District of California Civil Justice Reform Act (CJRA) Advisory Committee

Public Justice Foundation

Queen's Bench

State Bar of California

Publications & Presentations

Editor-in-Chief, California Class Actions Practice and Procedures, LexisNexis, Updated Annually

"Punitive Damages," Proving and Defending Damage Claims, Chapter 8, Aspen Publishers, Updated Annually

Panelist, "How To Have Your Voice Heard and Your Value Recognized in a Man's World," Class of Our Own: Litigating Women's Summit, May 2023

Faculty, Speaker and Contributor, Annual ALI/ABA Advanced Products Liability Seminar, 1996 – Present

Faculty, Speaker, Panelist and Contributor, "Civil Practice and Litigation Techniques in the Federal Courts", ALI/ABA, 1995 – Present

Panelist, "International Scope – Cross-Border Litigation, " Ontario Bar Association 13th Annual Class Actions Colloquium, December 2021

Speaker, "National Consumer Law Center's (NCLC) Consumer Rights Litigation Conference and Class Action Symposium, Consumer Rights Litigation Conference, November 2020

Speaker, "Class Action Seminar," American Association for Justice, December 2019

Speaker, “Class Action Money and Ethics Conference,” May 2018

Speaker, “Diversity in the Legal Profession,” Mass Torts Made Perfect (MTMP) Conference,” April 2018

Panelist, “23rd Annual Consumer Financial Services Institute,” Practising Law Institute, March 2018

Panelist, “Strategic Overview of The North Bay Fires Agenda,” California Wildfire Litigation Conference, February 2018

Panelist, “Posner On Class Actions,” Columbia University CLE Conference, March 2018

Executive Editor, American Bar Association Survey of Federal Circuit Court’s Class Action Decisions - 2018

Co-author with Samuel Issacharoff, “The Participatory Class Action,” New York University Law Review, Vol. 92 (2017)

“Tribute to Judge Jack B. Weinstein,” New York University Annual Survey of American Law, Vol. 72, Issue 1 (2017)

Co-author with Samuel Issacharoff, “The Participatory Class Action,” New York University Law Review, Vol. 92 (October 2017)

“The Class Abides: Class Actions and the ‘Roberts Court’,” Akron Law Review, Vol. 48, Issue 4 (2015)

Co-author with Jonathan Selbin, “Class Action Settlements,” Trial Magazine (September 2015)

“The Rational Class: Richard Posner and Efficiency As Due Process,” George Washington Law Review, Vol. 82 (October 2014)

“Symposium: The Essentials of Democratic Mass Litigation,” Columbia Journal of Law and Social Problems , Vol. 45, No. 4 (2012)

“Symposium: Enforcing the Social Contract through Representative Litigation,” 33 Connecticut Law Review 1239, Summer 2011

“When Worlds Collide: The Supreme Court Confronts Federal Agencies with Federalism in Wyeth v. Levine,” 84 Tulane L. Rev. 1275, 2010

“Apportioning Due Process: Preserving The Right to Affordable Justice,” 87 Denver U. L.Rev. 437, 2010

“Due Process Pre-Empted: Stealth Preemption As a Consequence of Agency Capture,” 65 N.Y.U. Annual Survey of American Law 449, 2010

Executive Editor, ABA Section of Litigation, Survey of State Class Action Law, 2008-2010

“When Worlds Collide: The Supreme Court Confronts Federal Agencies with Federalism in Wyeth v. Levine,” 84 Tulane L. Rev. 1275, 2010

“California Class Action Classics,” Consumer Attorneys of California, January/February Forum 2009

"Just Choose: The Jurisprudential Necessity to Select a Single Governing Law for Mass Claims Arising from Nationally Marketed Consumer Goods and Services," Roger Williams University Law Review, Winter 2009

Speaker and Contributor, First through Thirteenth Annual ABA National Institute on Class Actions, 1997 – 2009

Coordinating Editor, ABA Section of Litigation, Survey of State Class Action Law, 2006-2007

Panelist and Contributor, 2007 Toronto Region Judges' Education Conference

"The Manageable Nationwide Class: A Choice-of-Law Legacy of Phillips Petroleum Co. v. Shutts," University of Missouri-Kansas City Law Review, Volume 74, Number 3, Spring 2006

Co-Author with Fabrice N. Vincent, "Class Actions Fairness Act of 2005," California Litigation, Vol. 18, Nov. 3 2005

Co-Author with Joy A. Kruse, Bruce Leppla, "Selective Waiver: Recent Developments in the Ninth Circuit and California" (pts. 1 & 2), Securities Litigation Report, West Legalworks May & June 2005

Co-Author, "2004 ABA Toxicology Monograph-California State Law," January 2004

Co-Author, "Mass But Not (Necessarily) Class: Emerging Aggregation Alternatives Under the Federal Rules," ABA 8th Annual National Institute on Class Actions, New York (Oct. 15, 2004) & New Orleans (Oct. 29, 2004)

"Human Rights Violations as Mass Torts: Compensation as a Proxy for Justice in the United States Civil Litigation System," Vanderbilt Law Review, November 2004

Co-Author, "Decisions Interpreting California's Rules of Class Action Procedure," Survey of State Class Action Law, updated and re-published in 5 Newberg on Class Actions, ABA 2001 - 2004

"Symposium Article: Human Rights Violations as Mass Torts: Compensation as a Proxy for Justice in the United States Civil Litigation System," Vanderbilt Law Review, November 2004

"Mass Tort Class Actions," ATLA's Litigating Tort Cases, Vol. 1, Chapter 9, June 2003

"A Plaintiffs' Perspective On The Effect of State Farm v. Campbell On Punitive Damages in Mass Torts," May 2003

Co-Author with Fabrice N. Vincent, "Ethics and Admissibility: Failure to Disclose Conflicts of Interest in and/or Funding of Scientific Studies and/or Data May Warrant Evidentiary Exclusions," Mealey's December Emerging Drugs Reporter, December 2002

"The Shareholder Strikes Back: Varied Approaches to Civil Litigation Claims Are Available to Help Make Shareholders Whole," September 2002

Coordinating Editor/Co-Author, California section, ABA State Class Action Survey, 2001 – 2002

United States Judicial Conference Committee on Federal-State Jurisdiction, Mass Torts Panel

Presentation, January 2002

"Unfinished Business: Reaching the Due Process Limits of Punitive Damages in Tobacco Litigation Through Unitary Classwide Adjudication," 36 Wake Forest Law Review 979, Winter 2001

"Equity for the Victims, Equity for the Transgressor: The Classwide Treatment of Punitive Damages Claims," 74 Tulane Law Review 2005, June, 2000

Co-Author, "Preliminary Issues Regarding Forum Selection, Jurisdiction, and Choice of Law in Class Actions," December, 1999

"Class Action Trends and Developments After Amchem and Ortiz," ALI-ABA Course of Study, Civil Practice and Litigation Techniques in Federal and State Courts, 1999

Contributor/Editor, Moore's Federal Practice, 1999

"Life After Amchem: The Class Struggle Continues," 31 Loyola Law Review 373, 1998

"Recent Developments in Nationwide Products Liability Litigation: The Phenomenon of Non-Injury Products Cases, the Impact of Amchem and the Trend Toward State Court Adjudication," Products Liability, ABA, February, 1998

Contributor/Editor, California Causes of Action, 1998

"Life After Amchem: The Class Struggle Continues," 31 Loyola Law Review 373, 1998

Speaker and Contributor, National Law Journal Fen-Phen Litigation Seminar, March 1998

Co-Chair, Speaker and Contributor, Andrews Fen-Phen Litigation Seminar, April 1998

Panelist "Champagne Panel on Current Class Action Issues of the Future," 1998 Judicial Conference of the Fifth Federal Circuit, April 1998

"Beyond Bifurcation: Multi-Phase Structure in Mass Tort Class Actions," Class Actions & Derivative Suits, Spring, 1997

Speaker, ALI-ABA Current Issues in Corporate Governance, Winter 1994, 1996, 1997

Speaker, ABA 26th Annual Conference on Environmental Law, Spring 1997

"The Road Not Taken: Thoughts on the Fifth Circuit's Decertification of the Castano Class," SB24 ALI-ABA 433, 1996

Speaker, Complex Tort Litigation, American Conference Institute, Spring 1996

Speaker, ABTL "The Punitive Damages Jury Trial," Winter 1996

Panelist and Contributor, 1995 and 1996 ALI/ABA/Federal Judicial Center Telecast: "New Directions in Federal Civil Practice, Procedure, and Evidence"

"Getting the Word Out: Pre-Certification Notice to Class Members Under Rule 23(d)(2)," Class Actions & Derivative Suits Newsletter, October, 1995

Panelist and Contributor, 22nd Annual Securities Regulation Conference, 1995

Speaker, Institute for Legal Studies, "Tobacco Policy Research Program," 1995

"Do You Know the Way from San Jose? The Evolution of Environmental and Toxic Nuisance Class Actions," Class Actions & Derivative Suits, Spring, 1994

"Mass Tort Class Action Settlements," 24 CTLA Forum 11, January-February, 1994

"An Oracle of Change? Realizing the Potential of Emerging Fee Award Methodologies for Enhancing The Role and Control of Investors in Derivative and Class Action Suits," Principles of Corporate Governance, ALI, October, 1994

Panelist and Contributor, Practicing Law Institute (PLI) Program: Securities Update, 1993

Panelist and Contributor, 1993 Ninth Circuit Judicial Conference Program: Federal-State Court Coordination of Mass Tort Litigation

Panelist and Contributor, 1993 ABA Annual Meeting Program: Syndicating Litigation

Panelist and Contributor, 1993 SFTLA and CTLA California Litigation Technologies Seminar

"How To Streamline Complex Litigation: Tailor a Case Management Order to Your Controversy," 21 The Brief 12, ABA/TIPS, Summer, 1992

Contributor, ABA National Institute, Taking Depositions, 1992

Panelist and Contributor, ABA Business Law Section 1992 Annual Meeting Programs, Mandatory Settlement Class Certification: Beyond the Limited Fund

Panelist and Contributor, Managing Complex Litigation: Procedures and Strategies for Lawyers and Courts, ABA TIPS 1991 Spring Meeting

Panelist and Contributor, CEB Trial Practice Series: Advocacy and Management in Complex Litigation, March 1991

Panelist and Contributor, Practicing Law Institute (PLI) Program, The Realty Partnership in Default, 1991

Panelist and Contributor, Practicing Law Institute (PLI) Program: Securities Litigation, 1991

"The Applicability of the Fraud-On-The-Market Theory to Undeveloped Markets: When Fraud Creates the Market," 12 Class Action Reports 402, 1989

"Mandatory Certification of Settlement Classes," 10 Class Action Reports 151, 1987

Contributor, Managing Mass Tort Cases: A Resource Book for State Trial Court Judges

Classes & Seminars

Adjunct Professor, Spring 2002-Present. Advanced Course in Civil Procedure: Complex Litigation/Mass Torts, Spring Semester 2002, Fall Semester 2003 – 2008; Spring Semester 2010; Class Actions, Spring Semester 2008; Consumer Class Actions, Spring Semester 2016; Multidistrict Litigation, Fall Semester 2022)

Visiting Lecturer – Yale Law School (Aggregate Litigation, Spring Semester 2022)

Faculty Member, "Mass Tort MDL Certificate Program," Duke Law School Bolch Judicial Institute, November 2019-2021

Panelist and Contributor, Charleston Law School, Punitive Damages Symposium, Fall 2007

Visiting Professor, Vanderbilt University School of Law Fall 2006: Complex Litigation Short Course

Visiting Professor, Columbia University School of Law, Spring 2003 – Present. Courses Taught: Complex Litigation/Mass Torts; Consumer Litigation Advanced Seminar

Panelist and Contributor, First, Second, Third, Fourth, and Fifth Annual Georgetown University Law Center Mass Tort Litigation Institute, 1996 – 2002

Fifth Annual Irving H. Green Memorial Lecture "What We Owe Each Other: Enforcing the Social Contract Through Civil Litigation," UCLA School of Law, April 6, 1998

Panelist, Mass Tort Litigation Panel, Stanford Law School, Fall 1996

Panelist and Commentator, Institute for Judicial Administration Research Conference on Class Actions, NYU School of Law, April 1995

Speaker and Panelist, "A Practical Look at Complex MDL and Mass Tort Litigation," Northwestern School of Law Conference, 1995

Panelist and Contributor, 1994 Hastings College of the Law MCLE Program, "Major 1993 Amendments to the Federal Rules of Civil Procedure and an Examination of Related Local Rules for the Northern District of California"

Guest lecturer on Advanced Torts and Products Liability: Stanford, Columbia, and NYU Law Schools

Honors and Awards

AV Preeminent Peer Review Rated, Martindale-Hubbell

Selected for inclusion by peers in The Best Lawyers in America in the fields of "Mass Tort Litigation/ Class Actions-Plaintiffs," "Personal Injury Litigation-Plaintiffs," "Product Liability Litigation-Plaintiffs," and "Consumer Protection Law," 2005-2024

"Top Plaintiff Lawyers," California Daily Journal, 2016-2017, 2019, 2021-2023

"Top 100 Lawyers in California," Daily Journal, 2002-2007, 2010-2016, 2019-2023

"Top 10 USA-Based Plaintiff Attorneys Crushing Product Liability Cases Nationwide," Business Today,

2023

"Top 50 Women Northern California Super Lawyer," Super Lawyers, 2005-2018, 2020-2023

"Top 10 Northern California Super Lawyer," Super Lawyers, 2011-2018, 2020-2023

"Super Lawyer for Northern California," Super Lawyers, 2004-2023

"Top California Women Lawyers," Daily Journal, 2007-2020, 2022, 2023

"Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2019-2023

"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2019-2023

"Excellence in Ethics in Complex Litigation," UC College of the Law, San Francisco, Center for Litigation and Courts, 2022

"Product Liability MVP of the Year," Law360, 2022

"Lifetime Achievement Award," National Law Journal, 2022

"Top Lawyers of the Decade," Daily Journal, 2021

"Lawdragon 500 Hall of Fame," Lawdragon, 2021

"Lawyer of the Year," Best Lawyers, recognized in the category of Mass Tort Litigation/Class Actions-Plaintiffs, Litigation-Securities, Personal Injury Litigation-Plaintiffs, and Product Liability Litigation-Plaintiffs for San Francisco, 2014, 2016, 2019, 2020

"Top 250 Women in Litigation," Benchmark Litigation, 2016-2020

"Top 20 Trial Lawyers in America," Benchmark Litigation, 2020

"Vern Countryman Consumer Law Award," National Consumer Law Center, 2019

"Lawdragon 500 Leading Lawyers in America," Lawdragon, 2006-2019

"Trial Lawyer Excellence Award," Law Bulletin, 2019

"Elite Women of the Plaintiffs Bar," National Law Journal, 2018

"Top 100 Trial Lawyers in America," Benchmark Litigation, 2015, 2017, 2018

"Champion of Justice," Public Justice, 2018

2018 "National Trial Lawyers Hall of Fame," National Trial Lawyers Association

"Titan of the Plaintiffs Bar," Law360, 2018

"California Lawyer of the Year," California Lawyer, 2018

"Plaintiff Lawyer of the Year," Benchmark Litigation, 2017

"Lifetime Achievement Award," National Law Journal, 2017

"Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2017

"Top 10 Women in Litigation," Benchmark Litigation, 2016, 2017

"Energy and Environmental Law Trailblazer," National Law Journal, 2017

"Leader in the Field" for General Commercial Litigation (California); Product Liability – Plaintiffs (Nationwide), Chambers USA, 2017

"MVP for Class Action Law," Law360, 2016

"Litigator of the Week," American Lawyer Litigation Daily, October 28, 2016

"Judge Learned Hand Award," American Jewish Committee, 2016

"25 Most Influential Women in Securities Law," Law360, 2016

“California Litigation Star,” Benchmark Litigation, 2012-2017

“Legends of the 500,” Lawdragon, 2015

“Women Trailblazers in the Law,” Senior Lawyers Division, American Bar Association, 2015

“Outstanding Women Lawyer,” National Law Journal, 2015

“Top 100 Northern California Super Lawyers,” Super Lawyers, 2005-2016

“Recommended Lawyer,” The Legal 500 (U.S. edition, 2000-2014)

“100 Most Influential Lawyers in America,” The National Law Journal, 1997, 2000, 2006, 2013

“Lifetime Achievement Award,” American Association for Justice, 2012

“Outstanding Achievement Award,” Chambers USA, 2012

“Margaret Brent Women Lawyers of Achievement Award,” American Bar Association Commission on Women in the Profession, 2010

“Edward Pollock Award,” Consumer Attorneys of California, 2008

“Lawdragon 500 Leading Plaintiffs’ Lawyers,” Lawdragon, Winter 2007

“50 Most Influential Women Lawyers in America,” The National Law Journal, 1998, 2007

“Award For Public Interest Excellence,” University of San Francisco School of Law Public Interest Law Foundation, 2007

“Top 75 Women Litigators,” Daily Journal, 2005-2006

“Lawdragon 500 Leading Litigators in America,” Lawdragon, 2006

“Distinguished Leadership Award,” Legal Community Against Violence, 2006

“Women of Achievement Award,” Legal Momentum (formerly the NOW Legal Defense & Education Fund), 2006

“Top 30 Securities Litigator,” Daily Journal, 2005

“Top 50 Women Litigators,” Daily Journal, 2004

“Citation Award,” University of California, Berkeley Law, 2003

“Distinguished Jurisprudence Award,” Anti-Defamation League, 2002

“Top 30 Women Litigators,” California Daily Journal, 2002

“Top Ten Women Litigators,” The National Law Journal, 2001

“Matthew O. Tobriner Public Service Award,” Legal Aid Society, 2000

“California Law Business Top 100 Lawyers,” California Daily Journal, 2000

“California Lawyer of the Year (CLAY),” California Lawyer, 1998

“Presidential Award of Merit,” Consumer Attorneys of California, 1998

“Public Justice Achievement Award,” Public Justice, 1997“Presidential Award of Merit,” Consumer Attorneys of California, 1998

“Public Justice Achievement Award,” Public Justice, 1997

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Robert J. Nelson
PARTNER

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
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rnelson@lchb.com

Holding Corporations Accountable

Robert J. Nelson has played a leading role in the firm's False Claims Act (fraud against the government law), automotive, defective products, mass torts, tobacco, consumer fraud and environmental cases, taking on many of the world's largest corporations and holding them accountable. He has served as court-appointed Lead or Co-Lead Counsel in numerous state and federal coordinated proceedings, as well as in close to 40 class actions.

Robert likes to say that he specializes in fraud cases, whether by oil companies, tobacco companies, pharmaceutical companies, or insurance companies. He also has led some of the most innovative cases that the firm has pioneered. For example, he recently concluded a RICO case against State Farm, in which the plaintiff class alleged that State Farm secretly helped finance the judicial campaign of an Illinois Supreme Court justice, then lied about doing so, all at the very same time that State Farm had a case pending before the Illinois Supreme Court in which State Farm had suffered a billion dollar judgment against it. The justice was elected to the Illinois Supreme Court and then voted to overrule that billion dollar judgment.

Public Justice Trial Lawyer of the Year Award – State Farm RICO Case

When granting final approval to the $250 million class action settlement that challenged State Farm's misconduct, the federal district court judge stated: "So I agree on all points with Mr. Nelson about the analysis under 23(e)(2), and would note that his statements and description of this litigation are consistent with the Court's findings, that in his statement to the Court he did not engage in embellishment or hyperbole but simply stated the facts as they are in this litigation. So I agree entirely with Mr. Nelson's rationale and argument in this case. He's advocating but he really wasn't embellishing in any way to support that advocacy, so I think he's spot-on with respect to his analysis of this litigation."

That kind of credibility has been a hallmark of Robert's long career before both judges and juries. For his work on the State Farm case, Robert was awarded Public Justice's 2019 Trial Lawyer of the Year Award.

In addition to winning that prestigious award, he has also twice received a California Lawyer of the Year (CLAY) award from California Lawyer magazine. In 2021, he was named a Legal Trailblazer in the field of environmental law by the National Law Journal. In 2020, he was named by the Daily Journal to be one of the top 100 lawyers in the State of California. He has been named a Northern California "Super Lawyer" every year since 2004, and is also on Lawdragon's list of top 500 lawyers in the United States. Robert has also been nominated no less than four times to be Consumer Attorney of the Year by the Consumer Attorneys of California.

Robert also served as class counsel in an environmental action involving the 2015 oil spill off the coast of Santa Barbara. The onshore pipeline ruptured and ultimately caused 500,000 gallons of oil to spill into the Pacific Ocean, soiling the ocean and greatly impacting the region's fisheries. In 2022, a federal district court approved a $230 million settlement on behalf of a class of fishers and a class of beachfront property owners. Robert also played a leading role in a class action on behalf of property owners in the Porter Ranch neighborhood north of Los Angeles, which experienced the effects of a 2015-2016 natural gas well blowout in a facility operated by SoCalGas. The four month natural gas blowout caused the evacuation of literally thousands from their homes, and the lawsuit helped victims recover for the lost use of their homes during this period.

Robert successfully negotiated a $100 million settlement against the tobacco companies arising out of the so-called Engle litigation in Florida, the first time the tobacco companies settled individual smoker cases on a group basis. The firm also had several trial verdicts in individual smoker cases amounting to an additional $100 million that put sufficient pressure on the Tobacco companies to settle the remaining cases. This more recent effort against the tobacco companies followed Robert's prior work against them on behalf of many states and cities and counties, which resulted in a settlement valued at more than $246 billion, which was then and remains the largest legal settlement ever.

Robert chairs Lieff Cabraser's False Claims Act practice group and has spearheaded whistleblower suits that have resulted in settlements totaling over $380 million and changed industry practices.

Robert and co-counsel represented California consumers in a class action lawsuit against BP Solar International and Home Depot U.S.A. charging the companies sold solar panels with defective junction boxes that were substantially certain to fail within their warranted lives due to an inherent defect in the junction box, with attendant fire risks. In 2017, final approval was granted to a $67 million settlement of the action that not only provided settlement class members with high failure rate models with complete replacements and others with failed panel replacements, but also helps eliminate any fire danger from the panels.

Robert represented the relator and the City of Los Angeles along with the County of Santa Clara, Stockton Unified School District, and 16 additional California cities, counties, and school districts in a false discount pricing whistleblower lawsuit against Office Depot that accused the office supply giant of repeatedly breaking its promises under a nationwide supply contract to give its California governmental customers the lowest price it was offering other governmental customers, along with other pricing misconduct. The suit led to a 2015 settlement of $77.5

million under the California False Claims Act.

In 2013, Robert served as lead trial counsel in litigation against Sutter Health, one of California's largest healthcare providers, for false billing of anesthesia services. Working with the California Insurance Commissioner, the case settled for $46 million, a record amount under California's Insurance Frauds Prevention Act.

In 2010, Robert accomplished the extremely rare feat of receiving a second California Lawyer of the Year (CLAY) award from California Lawyer magazine, recognized for his work as lead trial counsel in obtaining a $78.5 million whistleblower settlement against the University of Phoenix. The settlement is believed to be among the largest ever achieved under the False Claims Act in a case in which the U.S. Department of Justice did not intervene.

His first CLAY award was based on his work as lead trial counsel in a wrongful death action involving a defect in Chrysler vehicles that resulted in a punitive damage verdict of $50 million against the company. The victory against Chrysler was "one of the year's largest personal injury verdicts," California Lawyer noted, and "was the first park-to-reverse case against Chrysler in 25 years to make it to trial."

Robert also served as a lead counsel in six class actions that netted more than $80 million for homeowners who had defective ABS plumbing pipe installed in their homes.

Much of Robert's current caseload involves working closely with government officials throughout the country, investigating cases in which federal and state governments are being defrauded. These cases often involve Medicare and Medicaid fraud, but the investigations extend into literally all areas in which the government plays a role. Robert currently has fraud on the government cases filed under seal in the Northern District of California, the Central District of California, the Eastern District of California, the Middle District of Tennessee, and the Southern District of New York. Robert is also active in cases against utility companies relating to the California wildfires. For example, he currently is Co-Lead counsel in the Thomas Fire and Montecito mudslide cases pending in Los Angeles County.

Robert is a frequent lecturer on class action practice, as well as subject areas such as product liability law and False Claims Act cases. Before joining Lieff Cabraser in 1994, Robert was an Assistant Federal Public Defender for the Northern District of California for five years, where he tried numerous cases. Prior to that and immediately following law school, Robert served as a judicial clerk for Judge Stephen Reinhardt of the U.S. Court of Appeals for the Ninth Circuit. Robert maintained a close relationship with Judge Reinhardt, who died in 2018 after serving 38 years on the United States Court of Appeals.

Robert has tried to maintain a steady docket of pro bono cases over the years, including the representation of Yutico Briley, a young African-American teenager who was wrongly convicted of armed robbery, and sentenced to 60 years in prison without the possibility of parole. Robert and his co-counsel, University of San Francisco Law School Professor Lara Bazelon, were able to get his conviction and sentence overturned, and secured his release from a Louisiana prison in April of 2021. This extraordinary case was profiled in a feature article in The New York Times Magazine.

Areas of Practice

Whistleblower/False Claims Act, Personal Injury and Mass Torts, Defective Products, Environmental Litigation, Aviation Accidents

Education

New York University School of Law, New York, New York
J.D. - 1987
Honors: Order of the Coif
Honors: Root-Tilden Scholarship Program
Law Review: New York University Law Review, Articles Editor

Cornell University, Ithaca, New York
A.B. (*cum laude*) - 1982
Honors: College Scholar Honors Program

London School of Economics, Central London, England
General Course - 1981
Honors: Graded First

Bar Admissions

California, 1987
California Supreme Court, 1987
New York, 1999
District of Columbia, 1999
U.S. Court of Appeals, 6th Circuit, 1998
U.S. Court of Appeals, 7th Circuit, 2016
U.S. Court of Appeals, 9th Circuit, 1995
U.S. Court of Appeals, 11th Circuit, 2012
U.S. District Court, Central District of California, 1987
U.S. District Court, Eastern District of California, 2006
U.S. District Court, Northern District of California, 1988
U.S. District Court, District of Colorado, 2019
U.S. District Court, Middle District of Florida
U.S. District Court, Southern District of Illinois
U.S. District Court, Northern District of Ohio
U.S. District Court, Southern District of Ohio
U.S. District Court, Middle District of Tennessee

Professional Associations and Memberships

American Association for Justice
American Bar Association
American Civil Liberties Union of Northern California
Bar Association of San Francisco
Bar of the District of Columbia

Consumer Attorneys of California
Fight for Justice Campaign
Human Rights Watch California Committee North
RE-volv, Board Member
San Francisco Trial Lawyers Association
State Bar of California

Published Works

False Claims Roundtable, California Lawyer, June 2010, June 2011, April 2012, January 2013, August 2014
Product Liability Roundtable, California Lawyer, December 2007, July 2009, June 2010
Co-Author, "Class Action Treatment of Punitive Damages Issues after Philip Morris v. Williams: We Can Get There From Here," 2 Charleston Law Review 2, 2008
Contributing Author, California Class Actions Practice and Procedures (Elizabeth J. Cabraser editor in chief, 2003)
"The Importance of Privilege Logs," The Practical Litigator, ALI-ABA Publication, Vol. II, No. 2, March 2000
"To Infer or Not to Infer a Discriminatory Purpose: Rethinking Equal Protection Doctrine," 61 New York University Law Review 334, 1986

Honors and Awards

Selected for inclusion by peers in The Best Lawyers in America in fields of "Personal Injury Litigation – Plaintiffs" and "Product Liability Litigation – Plaintiffs," 2012-2024
"Lawdragon 500 Leading Lawyers in America," Lawdragon, 2020-2024
"Environmental MVP of the Year," Law360, 2023
"Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2020-2023
"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2021-2023
"Super Lawyer for Northern California," Super Lawyers, 2004-2023
"Energy/Environmental Law Trailblazer," National Law Journal, 2021
"Top 100 Lawyers in California," Daily Journal, 2020
"2019 Trial Lawyer of the Year," Public Justice
"Trial Lawyer Excellence Award," Law Bulletin, 2019
"California Litigation Star," Benchmark Litigation, 2013-2016
"Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2007, 2010, 2014-2015
Legal 500 recommended lawyer, 2013-Present
"Lawdragon Finalist," Lawdragon, 2009-2011
"California Lawyer Attorney of the Year (CLAY) Award," California Lawyer, 2008, 2010
"San Francisco Trial Lawyer of the Year Finalist," San Francisco Trial Lawyers' Association, 2007

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Lexi J. Hazam

PARTNER

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111

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A Lawyer with Global Experience

A leader within the plaintiffs' bar, Lexi J. Hazam Chairs the firm's Mass Torts Practice group and represents clients in mass tort cases and environmental class actions, as well as whistleblower/ false claims act actions.

In November 2022, Judge Yvonne Gonzalez Rogers of the Northern District of California appointed Lexi as Co-Lead Counsel of MDL 3047, In re Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, the nationwide multi-district litigation against major social media platforms including Facebook Instagram (owned by Meta), TikTok, Snapchat, and YouTube (owned by Google) alleging that the platforms cause addiction and mental health problems in adolescents, including body image issues, anxiety, suicidality, depression, and eating disorders, due to the defective and profit-driven design of their algorithmic recommendations and inadequate parental controls and age verification. As detailed in the Meta complaint, studies and internal documents from Instagram itself "confirmed what social scientists have long suspected: social media products like Instagram—and Instagram in particular—can cause serious harm to the mental and physical health of young users, especially to teenage girls [….] Worse, this capacity for harm is not accidental but by design: what makes Instagram a profitable enterprise for Meta is precisely what harms its young users."

Lexi is also Court-appointed Interim Co-Lead Class Counsel for the Plaintiffs in litigation arising from the October 2, 2021 oil pipeline rupture off the coast of Orange County, which resulted in contamination of beaches, harbors, and fisheries with toxic oil. Plaintiffs' complaint alleges that that two container ships damaged the pipeline by negligently dragging their anchors over it, and that the pipeline owner, Amplify Energy, failed to respond adequately to the spill. A proposed $50 million class settlement with Amplify has been reached and preliminarily approved by the Court.

Lexi is also Court-appointed Co-Lead Counsel for the thousands of Individual Plaintiffs in the Thomas Fire (No. 4965) and Woolsey Fire JCCPs (No. 5000), litigations against Southern California Edison arising from the colossal wildfires and ensuing mudslide Edison's faulty equipment caused in recent years. In the Thomas Fire JCCP, Plaintiffs surmounted a demurrer to their inverse

condemnation claim. After extensive discovery and shortly before a multi-plaintiff bellwether trial, the litigation entered into a settlement protocol. Shortly thereafter, the Woolsey Fire litigation entered into the same protocol. Together the individual plaintiffs in the Thomas Fire and Woolsey Fire cases have recovered over $1 billion thus far.

Lexi also served on the Plaintiffs Executive Committee in the consolidated lawsuits against Pacific Gas & Electric relating to losses from the 2017 San Francisco Bay Wine Country Fires.

Lexi also specializes in developing regulatory and epidemiological evidence and scientific experts in pharmaceutical and device cases. She was appointed by the court overseeing the nationwide Abilify gambling injuries MDL litigation to the Plaintiffs Executive Committee and the Science and Expert Sub-Committee for the case, and was also appointed by the court overseeing the nationwide Benicar MDL litigation to the Plaintiffs' Steering Committee and as Co-Chair of the Benicar MDL Plaintiffs' Science and Experts Committee. Lexi also co-led a team handling the key FDA expert for the nationwide Opioids MDL litigation. Lexi additionally represented hundreds of hip replacement patients in the DePuy ASR and DePuy Pinnacle hip implant injury lawsuits.

Lexi's false claims act cases include the Office Depot whistleblower litigation, a lawsuit alleging that Office Depot knowingly overcharged California cities, counties, and school districts on office and school supplies, that settled for $68.5 million. Lexi has also represented whistleblowers in false claims act cases alleging Medicare fraud by hospices.

Lexi also has international litigation experience. She previously represented hemophiliacs worldwide who contracted HIV and/or Hepatitis C from contaminated blood factor products in America. A confidential settlement was reached in 2009. Lexi played a key role in litigating the case and in negotiating and administering a settlement of the claims of over a thousand clients in 15 countries, utilizing her multilingual skills in work on several continents. The blood factor litigation constitutes one of the only cases in which major U.S. pharmaceutical companies entered a settlement with plaintiffs worldwide. Lexi also has significant experience representing the families of victims in major international aviation disasters.

The National Law Journal named Lexi a "Plaintiffs' Lawyer Trailblazer" for 2022. In 2021, Lexi was named to The National Law Journal's 2021 list of Elite Trial Lawyers – Elite Women of the Plaintiffs' Bar. In 2020 and 2021, Lexi was also named one of the "Top Women Lawyers in California" by the Daily Journal. Lexi is a past Chair of both the American Association for Justice's Section on Qui Tam Litigation and its Section on Toxic, Environmental, and Pharmaceutical Torts (STEP). Lexi has published regarding the use of technology-assisted review in litigation. Lexi has spoken at many conferences on mass disaster, pharmaceutical, device, and Whistleblower/False Claims Act litigation.

Areas of Practice

Whistleblower/False Claims Act, Aviation Accidents, Personal Injury

Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California
J.D. - 2001
Law Review: California Law Review, Articles Editor
Law Journal: La Raza Law Journal, Articles Editor

Stanford University, Stanford, California
M.A. - 1996

Stanford University, Stanford, California
B.A. - 1995

Bar Admissions

California, 2003

U.S. Court of Appeals, 2nd Circuit, 2008

U.S. Court of Appeals, 7th Circuit, 2006

U.S. Court of Appeals, 8th Circuit, 2008

U.S. District Court, Central District of California, 2012

U.S. District Court, Eastern District of California, 2009

U.S. District Court, Northern District of California, 2003

U.S. District Court, Southern District of California, 2013

U.S. District Court, District of Massachusetts, 2016

U.S. District Court, Western District of Michigan, 2017

Professional Associations and Memberships

American Association for Justice (Vice-Chair, Section on Qui Tam Litigation, 2018; Chair, Section on Toxic, Environmental, and Pharmaceutical Torts, 2016; Co-Secretary, Section on Qui Tam Litigation, 2016)

Law360 Editorial Advisory Board, Product Liability, 2018, 2019

Bar Association of San Francisco (Court Funding and Litigation Challenge Group Task Force)

Board of Governors, Consumer Attorneys of California, 2015

San Francisco Trial Lawyers Association (Diversity Committee)

State Bar of California

Publications & Presentations

Panelist, "Mass Torts & Class Actions," 62nd Annual Consumer Attorneys of California Convention, November 2023

"Floods, Fires & Hurricanes, Oh My! – Litigating Climate Change," American Bar Association, Toxic Torts & Environmental Law Committee Conference, April 4-6 2019

"Supreme Court Review of Escobar," Qui Tam Litigation Group, American Association for Justice Annual Convention, Boston 2017

"Discovery Following the 2015 Federal Rules Amendments: What Does Proportionality Mean in the Class Action and Mass Tort Contexts?" American Bar Association 4th Annual Western Regional CLE Program on Class Actions and Mass Torts, San Francisco 2017

"Increasing the Number of Women and Minority Lawyers Appointed to Leadership Positions in Class Actions and MDLs," Duke Law Center for Judicial Studies Conference, Atlanta 2017

"Technology-Assisted Review: Advice for Requesting Parties," Practical Law, October/November 2016

"2015 Rules Amendments," "Search Methodology and Technology," "New Forms of

Communications and Data Protection," Innovation in eDiscovery Conference, San Francisco 2016

"Technology-Assisted Review," Sedona Conference Working Group 1 Drafting Team, 2015

"The Benicar Litigation," Mass Torts Made Perfect, Las Vegas 2015

"The Benicar Litigation," HarrisMartin's MDL Conference, San Diego 2015

"Now You See Them, Now You Don't: The Skill of Finding, Retaining, and Preparing Expert Witnesses For Trial," Women En Mass, Aspen 2014

Honors & Awards

Selected for inclusion by peers in The Best Lawyers in America in fields of "Mass Tort Litigation/ Class Actions – Plaintiffs" and "Qui Tam Law," 2015-2024

"Lawdragon 500 Leading Lawyers in America," Lawdragon, 2023, 2024

"Super Lawyer for Northern California," Super Lawyers, 2015-2023

"Top Women Lawyers in California," Daily Journal, 2020, 2021, 2023

"Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2019-2023

"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2022, 2023

"Elite Women of the Plaintiffs Bar," National Law Journal, 2021, 2023

"West Trailblazer," The American Lawyer, 2022

"Plaintiffs' Lawyer Trailblazer," National Law Journal, 2022

"Lawyer of the Year," The Best Lawyers in America, Mass Tort Litigation/Class Actions-Plaintiffs for San Francisco, 2017

"California Litigation Star," Benchmark Litigation, 2016

"California Future Star," Benchmark Litigation, 2015

Legal 500 recommended lawyer, LegalEase, 2013

"Rising Star for Northern California," Super Lawyers, 2009-2011, 2013

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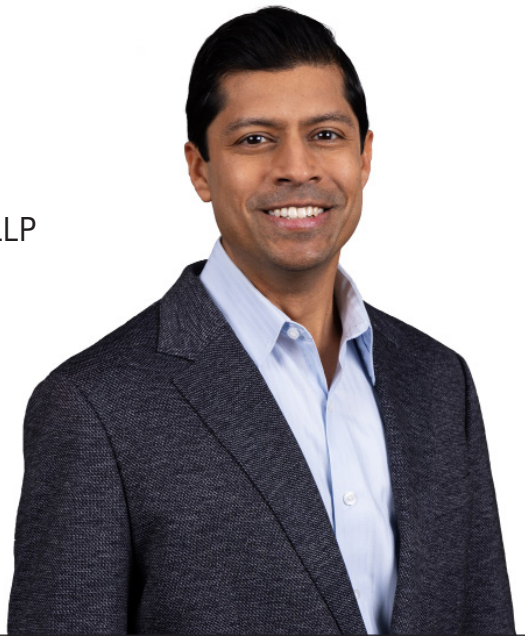

Nimish R. Desai is a partner specializing in False Claims Act, class action, and environmental torts cases, and has helped secure over a billion dollar in settlements through his cases. He has been recognized as a Super Lawyer each year from 2013-2023 and has been repeatedly named to The Best Lawyers in America list in the field of Qui Tam Law.

Nimish is a leading False Claims Act lawyer. He currently serves as Chair of the Education Committee for Taxpayers Against Fraud, the preeminent national whistleblower law organization, and regularly presents to national conferences on FCA topics. Nimish's successes have come in both under seal settlements and in cases with extensive litigation, with and without the government's involvement. Notable False Claims Act representation include:

- U.S. ex rel. Barrett v. Allergan – led the litigation involving Allergan's alleged inaccurate reporting of the price of Botox to the Medicare program. After the government declined, Nimish prosecuted the case and secured a confidential, favorable settlement in 2022, and a reported decision awarding attorneys' fees and costs.
- U.S. ex rel. [under seal] v. Gold Coast Health Plan – $71 million settlement in a case alleging that a health plan and prominent hospitals defrauded the California and the United States of Medicaid funds by allegedly misrepresenting the plans' medical loss ratio (MLR).
- U.S. ex rel. Rockville v. Sutter Health – $46 million settlement alleging fraudulent charges by Sutter Health hospitals. Nimish and Lieff Cabraser lawyers litigated the case for three years before reaching a settlement, and were deputized by the California Department of Insurance to serve as lead trial counsel.
- U.S. ex rel. Dye v. ATK – $37 million settlement alleging sale of defective products to the United States military. Nimish and Lieff Cabraser lawyers litigated alongside the Department of Justice for many years before reaching the settlement.

Various Under Seal Matters – Nimish currently represents whistleblowers in numerous health care and defense procurement matters that are under seal in federal courts throughout the country.

With his chemical engineering background, Nimish also works on the firm's environmental and class action practices, often handling highly technical expert issues.

- Santa Barbara Oil Spill –$230 million settlement in 2022 with Plains All American Pipeline. Nimish led the effort to demonstrate the company's negligent maintenance of the pipeline, and to challenge the company's estimate of the spill volume.
- Takata Airbag Litigation – $1+ billion in settlements to date.
- BP Solar Panel Defects – $67 million settlement
- TVA Coal Ash Spill – $28 million settlement
- Bextra-Celebrex MDL – $900 million settlement.

Areas of Practice

Cybersecurity & Data Privacy, Defective Products, Personal Injury & Mass Torts, Fraud on the Government

Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California
J.D. - 2006

University of Texas, Austin, Texas
B.S. & B.A. - 2002
Honors: High Honors

Bar Admissions

Texas, 2017
California, 2006
U.S. Court of Appeals, 9th Circuit, 2009
U.S. District Court, Eastern District of California, 2017
U.S. District Court, Central District of California, 2008
U.S. District Court, Northern District of California, 2007
U.S. District Court, Southern District of California, 2023
U.S. District Court, District of Columbia, 2022
U.S. District Court, Northern District of Florida, 2009
U.S. District Court, Eastern District of Michigan, 2021
U.S. District Court, Northern District of New York, 2022
U.S. District Court, Eastern District of Tennessee, 2009
U.S. District Court, Eastern District of Texas, 2017
U.S. District Court, Northern District of Texas, 2021
U.S. District Court, Southern District of Texas, 2019

Professional Associations and Memberships

The Anti-Fraud Coalition Education Fund (Conference and Member Education Committee, 2021-)
American Bar Association
American Constitution Society
Bar Association of San Francisco
Consumer Attorneys of California

East Bay Community Law Center (Board Member, 2010)
South Asian Bar Association (Board Member, 2010)
State Bar of California

Speaking Engagements

"Litigating Declined Cases," 23rd Annual TAF Coalition Conference, October 2023
"FCA Hot Topics, Taxpayers Against Fraud Annual Conference," October 2022
"Holding Private Equity Accountable, Future of Fraud Conference, Taxpayers Against Fraud," May 11, 2022.
"Department of Defense Procurement Fraud, Taxpayers Against Fraud Annual Conference," October 2021.
"Recent Developments in the Public Disclosure Bar, Taxpayers Against Fraud Annual Conference," October 2020.

Published Works

"BP, Exxon Valdez, and Class-Wide Punitive Damages," 21 Class Action and Derivative Suit Committee Newsletter, Fall 2010
"American Chemistry Council v. Johnson: Community Right to Know, But About What? D.C. Circuit Takes Restrictive View of EPCRA," 33 Ecology L.Q. 583, Winter 2006
"Lessons Learned and Unlearned: A Case Study of Medical Malpractice Award Caps in Texas," The Subcontinental, Vol. 1, Issue 4, pp. 81-87, Winter 2004
"Separation of Fine Particulate Matter Emitted From Gasoline and Diesel Vehicles Using Chemical Mass Balancing Techniques," Environmental Science Technology, 37(17) pp. 3904-3909, 2003
"Analysis of Motor Vehicles Emissions in a Houston Tunnel During Texas Air Quality Study 2000," Atmospheric Environment, 38, 3363-3372, 2004

Honors and Awards

Selected for inclusion by peers in The Best Lawyers in America in field of "Qui Tam Law," 2016 - 2023
"Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2021-2023
"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2023
"Super Lawyer for Northern California," Super Lawyers, 2013 - 2023
"40 and Under Hot List," Benchmark Litigation, 2018 - 2020
"Top 40 Under 40 Lawyer," Daily Journal, 2019
"Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2014
"Rising Star for Northern California," Super Lawyers, 2012

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Attorneys at Law

Kevin R. Budner

Partner

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Kevin R. Budner is a partner in Lieff Cabraser's San Francisco specializing in complex, high-impact litigation.

Of particular note, Kevin is one of the lead attorneys prosecuting San Francisco's case in the nationwide opioid litigation. Among other roles, Kevin directed the team's discovery efforts against Walgreens and played a key role in the multi-month bellwether trial. In a milestone opinion, Judge Charles R. Breyer concluded that "the aggregate evidence that Plaintiff presented at trial was not only adequate to establish Walgreens' culpability—it was devastating." This was a landmark victory for the People of San Francisco and a significant factor in driving Walgreens' developing multi-billion dollar, nationwide settlement.

Kevin has also had a number of success representing the owners of over-polluting and underperforming vehicles, beginning with the Volkswagen "Clean Diesel" multidistrict litigation. In that case, plaintiffs alleged that Volkswagen lied to the government and misled its customers about the emissions of its diesel engine vehicles. Kevin worked closely with lead counsel, Elizabeth Cabraser, and the team's efforts resulted in settlements worth nearly $15 billion. Kevin's other vehicle emissions cases include the Fiat-Chrysler "EcoDiesel" MDL, which led to a $307.5 million settlement for owners of over-polluting diesel trucks, and cases against Audi and Porsche for overstating fuel economy in hundreds of thousands of gasoline-powered vehicles. In all of these cases, Kevin and his colleagues secured meaningful, hard-fought results that large classes of consumers overwhelmingly supported. As one illustration, in approving a recent, $80 million settlement with Porsche, the court noted that class members would recover "close to all of the damages they might expect to receive at trial" and applauded counsel for the "unusually successful" class participation rates.

For these and other achievements, Kevin has been recognized as a "Top 40 Under 40 Lawyer" (Daily Journal), a "Rising Star for Class Action law (Law360), a "Rising Star of the Plaintiff's Bar" (National Law Journal), a "Rising Star for Northern California" (Super Lawyers), and "One to Watch" (Best Lawyers). He and his colleagues have also received awards for "Trial Lawyer of the Year" (Public Justice), "Trial Lawyer Excellence" (Law Bulletin), "California Lawyer of the Year" (California Daily Journal), and "Consumer Attorney of the Year Finalist" (Consumer Attorneys of California).

Areas of Practice

Consumer Protection, Defective Products, Fraud Against the Government, Personal Injury & Mass Tort

Education

University of California at Berkeley, School of Law (Berkeley Law) Berkeley, California, J.D. - May 2012
Law Journal: Berkeley Journal of International Law, Senior Editor

Wesleyan University, Middletown, Connecticut, B.A. - December 2005

Bar Admissions

California, 2012
California Supreme Court, 2012
U.S. Court Of Appeals, Fifth Circuit, 2014
U.S. Court of Appeals, 7th Circuit, 2016
U.S. Court of Appeals, 9th Circuit, 2016
U.S. District Court Northern District of California, 2014
U.S. District Court Central District of California, 2014
U.S. District Court District of Colorado, 2014

Professional Associations and Memberships

American Association for Justice
Bar Association of San Francisco
Consumer Attorneys of California
San Francisco Trial Lawyers Association
State Bar of California

Honors & Awards

“Ones to Watch,” Best Lawyers, 2021-2024
“Lawdragon 500 X – The Next Generation,” Lawdragon, 2023
“Lawdragon 500 Leading Plaintiff Consumer Lawyers in America,” Lawdragon, 2023
“Rising Star for Northern California,” Super Lawyers, 2019 - 2022
“Top 40 Under 40 Lawyer,” Daily Journal, 2021
“Rising Star for Class Action Law,” Law360, 2021
“Rising Star of the Plaintiffs’ Bar,” National Law Journal, 2021
“Trial Lawyer of the Year,” Public Justice, 2019
“Trial Lawyer Excellence Award,” Law Bulletin, 2019
“40 and Under Hot List,” Benchmark Litigation, 2018
“California Lawyer of the Year” (“CLAY Award”), California Daily Journal, 2018
“Consumer Attorney of the Year Finalist,” Consumer Attorneys of California, 2017

Published Works

Co-Author, “Federal Courts Split Likely to Lead to More FCPA Whistleblowing,” Law 360, February 2014

Co-Author, “Play Ball: Potential Private Rights of Action Emerging From the FIFA Corruption Scandal,” 11 Business Torts & RICO News 1, Summer 2015

Past Employment Positions

U.S. District Judge Barbara M.G. Lynn, Judicial Clerk, 2012 - 2013
East Bay Community Law Center, Certified Student Counsel, 2011 - 2012
Lieff Cabraser Heimann & Bernstein, LLP, Summer Associate, 2011
U.S. District Judge Phyllis J. Hamilton, Judicial Extern, 2010

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Michael Levin-Gesundheit

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Michael Levin-Gesundheit is a partner in Lieff Cabraser's San Francisco office. He is dedicated to seeking fairness for government entities, employees, consumers, and injury victims, regardless of the resources of the defendant.

Michael served as a leader within the San Francisco opioid bellwether team, from hard-fought battles to obtain evidence to the 2022 trial, where he developed multiple crucial trial witnesses. His focus, in San Francisco and across other opioid cases in the multidistrict litigation, was Walgreens, for its role in preventing and discouraging its pharmacists from conducting the prescription due diligence required under the Controlled Substances Act. At the conclusion of San Francisco's three-month liability bench trial, Walgreens was the last remaining defendant. The plaintiff prevailed, and in a 112-page opinion relying heavily on pharmacist testimony and complaints compiled by the Lieff Cabraser team, the judge described the evidence as "not only adequate to establish Walgreens' culpability" but "devastating." Walgreens settled with San Francisco for $229.6 million to avoid a second-phase abatement trial. That is significantly more on a per capita basis than any other municipality has achieved against a pharmacy defendant in opioid litigation. The San Francisco liability finding was instrumental in pushing Walgreens, CVS, and Walmart toward multi-billion-dollar national settlements.

Other corporations Michael has taken on include Goldman Sachs and Microsoft for gender discrimination, Google for invasions of privacy, a major pharmaceutical company for fraudulent marketing practices, and an international consultancy for mistreatment of H-1B visa workers. In the Goldman Sachs gender discrimination class action, which was certified in 2018, he led a multi-year charge to combat Goldman Sachs's attempts to excise class members from the case on the basis of arbitration agreements buried in the fine print of routine stock grants. His efforts, described by Goldman Sachs's counsel as "relentless," allowed nearly 350 current and former Goldman Sachs employees to choose continued participation in the class action over individual arbitration. In May 2023, the plaintiffs reached a proposed $215 million class settlement with Goldman Sachs.

Michael has also represented clients on appeal. Following entry of summary judgment in favor of two defendants in a personal injury action stemming from serious injuries sustained at

the world-renowned Laguna Seca Raceway, Michael led appellate briefing to reversal of the trial court in a published opinion from the California Court of Appeal outlining the distinction between ordinary and gross negligence.

Michael's pro bono practice includes successfully representing unaccompanied Central American minors in obtaining immigration relief.

Prior to joining Lieff Cabraser, Michael was a law clerk for Judge Jacqueline Nguyen of the United States Court of Appeals for the Ninth Circuit in Pasadena, California and Judge Garland Burrell, Jr. of federal district court in Sacramento. He is a Bay Area native and graduate of Stanford Law School, where he served as Managing Editor of the Stanford Law & Policy Review. Michael's hobbies include hiking and backpacking, gardening, repairing anything that is broken, and (like many who have survived the ongoing COVID-19 pandemic) baking.

Education

Stanford Law School. Stanford, California, J.D. - 2013
Law Review: Stanford Law & Policy Review, Managing Editor
Harvard College, Cambridge, Massachusetts B.A. (Magna Cum Laude) – 2008
Major: Social Studies

Admissions

California, 2013
U.S. Court of Appeals, 2nd Circuit, 2019
U.S. Court of Appeals, 9th Circuit, 2019
U.S. District Court for the Eastern District of California, 2023
U.S. District Court for the Northern District of California, 2015
U.S. District Court for the District of New Mexico, 2017

Professional Associations and Memberships

American Bar Association, Equal Employment Opportunity Committee
Bar Association of San Francisco
Consumer Attorneys of California

Past Employment Positions

Hon. Jacqueline Nguyen, U.S. Court of Appeals for the Ninth Circuit, Law Clerk, 2014-2015
Hon. Garland Burrell, Jr., U.S. District Court for the Eastern District of California, Law Clerk, 2013-2014

Honors & Awards

"Ones to Watch," Best Lawyers, 2024
"Lawdragon 500 X – The Next Generation," Lawdragon, 2023
"Rising Star of the Plaintiffs' Bar" National Law Journal, 2023
"Rising Star for Northern California," Super Lawyers, 2020 - 2023
"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2023
"Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers," Lawdragon, 2021-2023

“Outstanding Volunteer,” Justice & Diversity Center of the Bar Association of San Francisco, 2019-2020

Classes & Seminars

Panelist, “Emerging Torts,” 62nd Annual Consumer Attorneys of California Convention, November 2023
Panelist, “Countering the Latest in the Defendant’s Bag of Tricks,” National Employment Lawyers Association (NELA) 2022 Annual Convention, July 2022

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Wilson M. Dunlavey

Partner

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Wilson Dunlavey is a partner in Lieff Cabraser's New York office. One of the nation's most prominent environmental justice lawyers, Wilson M. Dunlavey represents government entities, consumers, small businesses, workers, and homeowners in complex litigation against fossil fuel companies and other polluters. Through creativity and tenacity, Wilson has recovered over $16 billion for his clients in just eight years of practice.

Wilson is a member of Lieff Cabraser's team that currently represents the State of California against Big Oil in arguably the most significant environmental litigation ever. They seek to hold Exxon, Shell, Chevron, ConocoPhillips, BP, and the American Petroleum Institute accountable for the decades of deception regarding the impact of climate change. Wilson also represents citizens of Benton Harbor, Michigan in environmental civil rights litigation involving contaminated drinking water. Wilson's pro bono practice includes successfully representing unaccompanied Central American minors in obtaining immigration relief.

Among Wilson's past successes are: a $95 million dollar settlement reached in 2023 with a pipeline company and shipping companies arising out of the 2021 Oil Spill in Huntington Beach, California; a $1.8 billion dollar settlement reached in 2021 with Sempra Energy Corporation arising out of the largest methane leak in U.S. history in Porter Ranch, California in 2016; a $230 million dollar settlement against Plains Pipeline Company arising out of the 2015 Santa Barbara Oil Spill; and a series of settlements against Volkswagen, Porsche, and Audi in 2022, 2019, 2018, and 2017 arising out of the 2015 "Clean Diesel" Scandal.

Wilson graduate of UC-Berkeley School of Law, where he led the Queer Caucus and won the National Championship in the Saul Lefkowitz Moot Court Competition. He is also fluent in German and holds an honors Ph.D. in history from the Humboldt University in Berlin.

His hobbies include hiking and backpacking, gardening, yoga, and singing nursey rhymes to his children on the streets of New York City.

Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California, J.D. - 2015
Humboldt-Universität zu Berlin, Ph.D. - 2015
Humboldt-Universität zu Berlin, M.A. - 2011
St. John's College, Annapolis, Maryland, B.A. - 2003

Bar Admissions

New York, 2023
California, 2015
U.S. Court of Appeals, 9th Circuit, 2016
U.S. Court of Appeals, District of Columbia, 2021
U.S. District Court, Central District of California, 2016
U.S. District Court, Northern District of California, 2016
U.S. District Court, Eastern District of Michigan, 2019
U.S. District Court, Middle District of North Carolina, 2016

Honors & Awards

"Lawdragon 500 X – The Next Generation," Lawdragon, 2023
"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2023
"Rising Star for Northern California," Super Lawyers, 2019 - 2023
"California Lawyer of the Year" ("CLAY Award"), California Daily Journal, 2018
"Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2017
"Outstanding Private Practice Antitrust Achievement," American Antitrust Institute, 2017

Languages

German

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Patrick Andrews is a Partner in Lieff Cabraser's San Francisco office with over six years of experience in toxic torts, environmental, and pharmaceutical complex civil litigation. He most recently was a member of the firm's litigation team that successfully obtained $95 million in settlements on behalf of fishers, property owners, and business affected by the 2021 Orange County oil spill. Additionally, he represents whistleblowers in qui tam cases alleging fraud and misuse of government funds.

Areas of Practice

Mass Torts, Product Liability

Education

University of California College of the Law, San Francisco, CA
J.D., magna cum laude, 2016
West-Northwest Journal of Environmental Law and Policy, Managing Editor; Inaugural Sack Teaching Fellow; Andrew G. Pavlovsky Memorial Scholarship; CALI Award; Witkin Award

University of California, Berkeley, CA
B.A. 2011

Bar Admissions

New Jersey, 2020
New York, 2017
U.S. District Court, Eastern District of Michigan, 2021
U.S. District Court, Southern District of New York, 2018
U.S. District Court, Northern District of New York, 2019
U.S. District Court, Western District of New York, 2019

Professional Associations

American Association for Justice Environmental & Toxic Torts Section, Content Curator

Honors and Awards

“Rising Star for New York Metro,” Super Lawyers, 2019-2022

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Miriam Marks

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Miriam E. Marks is an associate in Lieff Cabraser's San Francisco office and works primarily on class actions and multidistrict litigation in the firm's torts and antitrust practice groups. Recently these have included the McKinsey & Co. National Prescription Opiate MDL, the National Prescription Opiate MDL, the California Bail Bonds Antitrust litigation, and the Generic Drugs Pricing Antitrust MDL. Miriam was also a member of the San Francisco opioid bellwether trial team.

Miriam graduated from New York University School of Law in 2019, where she served as Editor-in-Chief of the N.Y.U. Law Review (Vol. 93-94) and spent her summers at the Civil Division of the U.S. Attorney's Office, Southern District of New York, and at Lieff Cabraser in San Francisco. Following law school, Miriam clerked for Judge Pamela K. Chen of the Eastern District of New York. Prior to law school, Miriam managed data-driven web tools at a nonprofit organization advocating for campaign finance transparency and reform. Miriam was a 2019 FASPE Law Fellow in professional ethics and a San Francisco-based Coro Fellow in Public Affairs from 2012-13.

Miriam is also involved in the firm's LGBTQ-related amicus work and is a co-chair of the Asian American Bar Association's LGBTQ Committee.

Education

New York University School of Law, New York, NY
J.D., May 2019

Stanford University, Stanford, CA
M.A. and B.A. with Departmental Honors, Public Policy, June 2012
Minor, Economics

Bar Admissions

California, 2020
U.S. District Court, Central District of California, 2023
U.S. District Court, Northern District of California, 2020

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Sarah Zandi

Associate

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Sarah D. Zandi is an associate in Lieff Cabraser's San Francisco office.

Prior to joining Lieff Cabraser, Sarah was a Summer Associate at Sanford Heisler Sharp, LLP, where her work focused on employment and gender discrimination law. She also served as a Legal Fellow for the Stanford Law Veterans Fund Fellowship, where she worked to provide legal advocacy for veterans who were sexual assault survivors seeking military benefits.

Sarah graduated from Stanford Law School with a Juris Doctor, where she was the Co-President of Women of Stanford Law, the Vice President of Stanford Law Students for Gendered Violence Prevention, and the Vice President of the Plaintiffs' Lawyers Association. During law school, she worked at Stanford's Youth Education and Law Project, participated in Moot Court, led a book club for the Stanford Prisoner Advocacy and Resource Coalition, and volunteered for the Domestic Violence Pro Bono Project and Election Law Project. Prior to attending law school, Sarah earned a bachelor of arts degree in English from the University of Pennsylvania.

Areas of Practice

Antitrust, Environmental, Data Privacy, False Claims Act

Education

Stanford Law School, Palo Alto, CA
J.D., June 2021

University of Pennsylvania, Philadelphia, PA
B.A., Summa Cum Laude, 2017

Bar Admissions

California, 2021
U.S. District Court, Eastern District of California, 2023

Professional Assocations

The Sedona Conference Working Group I, Brainstorming Group on the Sufficiency of Rule 26(a)(1) Disclosures, 2023

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Amelia Haselkorn

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Amelia Haselkorn is an associate in Lieff Cabraser's San Francisco office, representing consumers and workers who have suffered harm from corporate negligence and violations of data privacy.

Before coming to our firm, Amelia worked at the UC Irvine School of Law Domestic Violence and Civil Rights Litigation Clinics. Prior to that, she was a Judicial Extern to Justice Steven C. González, Chief Justice of the Washington Supreme Court, and a Summer Associate at Lieff Cabraser.

Amelia graduated magna cum laude with a Juris Doctor from the University of California, Irvine School of Law, where she won numerous awards, including for achieving the highest performance in four courses. While in law school, she was Senior Articles Editor for the UC Irvine Journal of International, Transnational, and Comparative Law; Co-President of the Women's Law Society; and contributed many hours in multiple pro bono projects.

Areas of Practice

Consumer Protection

Education

University of California, Irvine School of Law, Irvine, CA
J.D., magna cum laude, May 2021

Pitzer College, Claremont, CA
B.A. with honors, 2016

Bar Admissions

California, 2021
U.S. District Court, Central District of California, 2022
U.S. District Court, Eastern District of California, 2022
U.S. District Court, Northern District of California, 2022
U.S. District Court, Western District of Michigan, 2022

Exhibit 9

ROB BONTA
Attorney General of California
CHRIS KNUDSEN
Supervising Assistant Attorney General
GABRIELLE H. BRUMBACH
Supervising Deputy Attorney General
SAMUEL RICHMAN
Deputy Attorney General
State Bar No. 316443
300 South Spring Street, Suite 1702
Los Angeles, CA 90013-1230
Telephone: (213) 269-6024
E-mail: Samuel.Richman@doj.ca.gov
Attorneys for California Department of Justice

STATE PERSONNEL BOARD

IN THE MATTER OF: **REQUEST FOR REVIEW OF PERSONAL SERVICE CONTRACT BY CALIFORNIA DEPARTMENT OF JUSTICE AND LIEFF, CABRASER, HEIMANN & BERSTEIN, LLP** **CONTRACT NO. 23-0279U**	Case No. 23-00052(b) **DECLARATION OF SAMUEL RICHMAN IN SUPPORT OF CALIFORNIA DEPARTMENT OF JUSTICE'S RESPONSE TO REQUEST FOR REVIEW OF PERSONAL SERVICE CONTRACT**

DECLARATION OF SAMUEL A. RICHMAN

I, Samuel A. Richman, hereby declare as follows:

1. I am an attorney duly licensed to practice in all courts of the State of California, and I am a Deputy Attorney General with the Office of the California Attorney General. I represent the California Department of Justice in its Response to Request for Review of Personal Service Contract, SPB Case No. 23-00052(b)-PSC. I make this declaration in support of that Response to Request for Review of Personal Service Contract. I have personal knowledge of the facts stated herein and would and could competently testify to the facts asserted herein if called upon to do so.

2. On January 16, 2024, I accessed the website for the California Office of the Attorney General and located a press release from September 16, 2023 entitled, *Attorney General Bonta Announces Lawsuit Against Oil and Gas Companies for Misleading Public About Climate Change - California becomes the largest geographic area and the largest economy to sue giant oil companies*. A true and correct copy of the press release that I accessed is attached herein as Exhibit 10.

3. On January 16, 2024, I accessed the online version of the New York Times and located an article entitled, *California Sues Giant Oil Companies, Citing Decades of Deception*, dated September 15, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 11.

4. On January 16, 2024, I access the online version of NPR, also known as National Public Radio, and located an article entitled, *California's lawsuit says oil giants downplayed climate change. Here's what to know*, dated September 17, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 12.

5. On January 22, 2024, I accessed the website for the California Office of the Governor and located a press release from September 19, 2023 entitled, "'*This is a Big Big Deal': Climate Leaders Praise California's Lawsuit to Hold Big Oil Accountable*. A true and correct copy of the press release that I accessed is attached herein as Exhibit 13.

6. On January 22, 2024, I accessed the online version of CNN and located an article entitled, *California seals its reputation as a climate juggernaut with a wave of legislation and head-turning lawsuit*, dated September 24, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 14.

7. On January 22, 2024, I access the online version of CBS News and located an article entitled, *California Lawsuit Claims Big Oil Deceived Public on Climate Change*, dated September 17, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 15.

8. On January 22, 2024, I accessed the online version of PBS News Hour and located an article entitled, *California sues oil companies for exacerbating climate change*, dated September 20, 2024. A true and correct copy of the article that I accessed is attached herein as Exhibit 16.

9. On January 22, 2024, I accessed the online version of the L.A. Times and located an article entitled, *California sues five major oil companies for 'decades-long campaign of deception' about climate change*, dated September 16, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 17.

10. On January 22, 2024, I accessed the online version of Sierra Magazine and located an article entitled, *California's Fossil Fuel Lawsuit Could Mark a Turning Point in the Effort for Climate Change Accountability*, dated October 26, 2023. A true and correct copy of the article that I accessed is attached herein as Exhibit 18.

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

Executed on January 24, 2024 at Los Angeles, California.

SAMUEL RICHMAN
Deputy Attorney General

Exhibit 10

ROB BONTA

Attorney General

Attorney General Bonta Announces Lawsuit Against Oil and Gas Companies for Misleading Public About Climate Change

Saturday, September 16, 2023

Contact: (916) 210-6000, agpressoffice@doj.ca.gov

California becomes the largest geographic area and the largest economy to sue giant oil companies

OAKLAND — Joined by California Governor Newsom, California Attorney General Rob Bonta today announced the filing of a lawsuit against five of the largest oil and gas companies in the world — Exxon Mobil, Shell, Chevron, ConocoPhillips, and BP — and the American Petroleum Institute (API) for allegedly engaging in a decades-long campaign of deception and creating statewide climate change-related harms in California. Filed in San Francisco County Superior Court, the complaint asserts that although the companies have known since at least the 1960s that the burning of fossil fuels would warm the

planet and change our climate, they denied or downplayed climate change in public statements and marketing. As detailed in the complaint, California has spent tens of billions of dollars to adapt to climate change and address the damages climate change has caused so far, and the state will need to spend multiples of that in the years to come. Attorney General Bonta, on behalf of the people of California, is seeking nuisance abatement through the creation of a fund to finance climate mitigation and adaptation efforts; injunctive relief to both protect California's natural resources from pollution, impairment, and destruction as well as to prevent the companies from making any further false or misleading statements about the contribution of fossil fuel combustion to climate change; damages; and penalties.

"Oil and gas companies have privately known the truth for decades — that the burning of fossil fuels leads to climate change — but have fed us lies and mistruths to further their record-breaking profits at the expense of our environment. Enough is enough," **said Attorney General Rob Bonta**. "With our lawsuit, California becomes the largest geographic area and the largest economy to take these giant oil companies to court. From extreme heat to drought and water shortages, the climate crisis they have caused is undeniable. It is time they pay to abate the harm they have caused. We will meet the moment and fight tirelessly on behalf of all Californians, in particular those who live in environmental justice communities."

"For more than 50 years, Big Oil has been lying to us — covering up the fact that they've long known how dangerous the fossil fuels they produce are for our planet," **said Governor Gavin Newsom**. "California taxpayers shouldn't have to foot the bill for billions of dollars in damages — wildfires wiping out entire communities, toxic smoke clogging our air, deadly heat waves, record-breaking droughts parching our wells. With this lawsuit, California is taking action to hold big polluters accountable and deliver the justice our people deserve."

The complaint contains extensive evidence demonstrating that the defendants have long known about the catastrophic results caused by the use of fossil fuels. For instance, in 1968, API and its members received a report from the Stanford Research Institute, which it had hired to assess the state of research on environmental pollutants, including carbon dioxide. The report stated: "Significant temperature changes are almost certain to occur by the year 2000, and . . . there seems to be no doubt that the potential damage to our environment could be severe." In 1978, an internal Exxon memo stated that "[p]resent thinking holds that man has a time window of five to ten years before the need for hard decisions regarding changes in energy strategies might become critical." More recently, the defendants have deceptively portrayed themselves and their products as part of the climate solution. For example, Shell claims online that it aims to become a net-zero emissions energy business by 2050, and that it is "tackling climate change." However, Shell's CEO told the BBC on July 6, 2023 that cutting oil and gas production would be "dangerous and irresponsible."

The complaint includes the following causes of action:

- **Public nuisance**: Under California law, a "nuisance" is "anything which is injurious to health," and a "public nuisance" is "one which affects at the same time an entire community or neighborhood, or any considerable number of persons." The complaint alleges that all the defendants, by their deceptions, acts, and omissions, have created, contributed to, and assisted in creating harmful climate-related conditions throughout California.
- **Damage to natural resources**: California law authorizes the Attorney General to take legal action to protect the state's natural resources "from pollution, impairment, or destruction." The complaint alleges that the misconduct by all the defendants has served to exacerbate the climate crisis in California, and has led to the pollution, impairment, and destruction of California's natural resources.

- **False advertising**: California law prohibits untrue and misleading advertising in connection with the disposition of property or services. The complaint alleges that all defendants, with the intent to induce members of the public to purchase and utilize fossil fuel products, made misleading statements concerning fossil fuels.
- **Misleading environmental marketing**: Under California law, "[i]t is unlawful for a person to make an untruthful, deceptive, or misleading environmental marketing claim, whether explicit or implied." The complaint alleges that all defendants have made environmental marketing claims that are untruthful, deceptive, and/or misleading, whether explicitly or implicitly.
- **Unlawful, unfair, and fraudulent business practices**: California law prohibits unlawful, unfair, or fraudulent business acts or practices. The complaint alleges that all defendants committed unlawful acts by, among other things, deceiving the public about climate change and affirmatively promoting the use of fossil fuels while knowing that fossil fuels would lead to devastating consequences to the climate, including in California.
- **Products liability (strict and negligent)**: The complaint alleges that, as a result of the defendants' failure to warn about the climate-related harms related to the use of their products, California has sustained a plethora of injuries and damages, including to state property, state infrastructure, and its natural resources.

In addition to filing the lawsuit announced today, Attorney General Bonta has supported states and municipalities that have filed their own complaints to hold major fossil fuel-producing companies accountable for their campaign of deception that has worsened the climate crisis. In August and September 2021, Attorney General Bonta filed amicus briefs supporting such efforts by the City of Honolulu and the County of Maui; the City of Baltimore; the state of Rhode Island; and the State of Minnesota. On April 7, 2023, he filed an amicus brief in the District of Columbia Court of Appeals in support of the

District of Columbia's efforts. On May 12, 2023, he led a multistate coalition in filing an amicus brief in the Ninth Circuit Court of Appeals supporting the efforts by the City of Oakland as well as the City and County of San Francisco.

Since taking office in 2021, Attorney General Bonta has been a national leader in efforts to protect the environment. On April 28, 2021, he announced an expansion of the California Department of Justice's Bureau of Environmental Justice – the first of its kind in a state attorney general's office. On April 28, 2022, he announced an investigation into the fossil fuel and petrochemical industries for their role in causing and exacerbating the global plastics pollution crisis. On November 10, 2022, he announced a lawsuit against major manufacturers of per- and polyfluoroalkyl substances — commonly referred to as PFAS or toxic "forever chemicals" — for endangering public health, causing irreparable harm to the state's natural resources, and engaging in a widespread campaign to deceive the public.

A copy of the lawsuit can be found **here**.

# # #

Exhibit 11

California Sues Giant Oil Companies, Citing Decades of Deception

Launching one of the most prominent climate lawsuits in the nation, the state claims Exxon, Shell, BP and others misled the public and seeks creation of a special fund to pay for recovery.

By David Gelles
David Gelles writes the Climate Forward newsletter and reports on climate litigation.

Sept. 15, 2023

The state of California sued several of the world's biggest oil companies on Friday, claiming their actions have caused tens of billions of dollars in damage and that they deceived the public by downplaying the risks posed by fossil fuels.

The civil case, filed in superior court in San Francisco, is the latest and most significant lawsuit to target oil, gas and coal companies over their role in causing climate change. It seeks creation of an abatement fund to pay for the future damages caused by climate related disasters in the state.

The lawsuit targets five companies: Exxon Mobil, Shell, BP, ConocoPhillips, and Chevron, which is headquartered in San Ramon, Calif. The American Petroleum Institute, an industry trade group based in Washington, is also listed as a defendant.

Seven other states and dozens of municipalities have filed similar lawsuits in recent years. But the California lawsuit immediately becomes one of the most significant legal challenges facing the fossil fuel industry.

Beyond being the most populous state in the country, California is a major producer of oil and gas, and its attorney general's office has a track record of bringing landmark cases that are emulated by smaller states. California is also on the front lines of climate-change-fueled extreme weather, with wildfires, floods, sea-level rise, searing heat and even tropical storms battering the state.

"California's case is the most significant, decisive, and powerful climate action directed against the oil and gas industry in U.S. history," said Richard Wiles, the president of the Center for Climate Integrity, a nonprofit organization that tracks climate litigation.

Exxon, Chevron, Shell, BP and ConocoPhillips did not immediately reply to requests for comment.

In a statement, Ryan Meyers, general counsel of the American Petroleum Institute, said: "This ongoing, coordinated campaign to wage meritless, politicized lawsuits against a foundational American industry and its workers is nothing more than a distraction from important national

conversations and an enormous waste of California taxpayer resources. Climate policy is for Congress to debate and decide, not the court system."

The lawsuit, brought on behalf of the people of California by the state's attorney general, Rob Bonta, was filed late on Friday. It claims that starting in the 1950s, the companies and their allies intentionally downplayed the risks posed by fossil fuels to the public, even though they understood that their products were likely to lead to significant global warming. It alleges that Exxon, Chevron and the other companies have continued to mislead the public about their commitment to reducing emissions in recent years, boasting about minor investments in alternative fuels while reaping record profits from the production of planet-warming fossil fuels.

"These folks had this information and lied to us, and we could have staved off some of the most significant consequences," said Gov. Gavin Newsom of California. "It's shameful. It's sickens you to your core."

California Attorney General Rob Bonta. Marcio Jose Sanchez/Associated Press

The lawsuit claims that the oil companies created a public nuisance, that they destroyed natural resources, and that they violated false-advertising and product-liability laws.

"Oil and gas company executives have known for decades that reliance on fossil fuels would cause these catastrophic results, but they suppressed that information from the public and policymakers by actively pushing out disinformation on the topic," the complaint reads. "Their deception caused a delayed societal response to global warming. And their misconduct has resulted in tremendous costs to people, property, and natural resources, which continue to unfold each day."

In a detailed 135-page complaint, the state makes the case that the companies and their trade group have known since the 1950s that emissions from their products would dangerously warm the planet. But rather than alert the public, seek to reduce their emissions or invest in cleaner technologies, they downplayed the dangers and promoted fossil fuels as safe.

The complaint claims that the companies' greenwashing has continued up to the present day, with the oil companies promoting certain types of gasoline as environmentally friendly, and that the companies have recently walked back their commitments to reduce emissions.

The lawsuit also details the growing damage that climate change is inflicting on California in the form of record heat, drought and water shortages, wildfires, extreme storms, flooding, crop damage, coastal erosion and biodiversity loss.

"This last 10 years, it's shook me to my core," Mr. Newsom said. "These are things that we imagined we might be experiencing in 2040 and 2050, but that have been brought into the present moment, and the time for accountability is now."

Oil, gas and coal companies are facing a wave of climate lawsuits. Cities and states around the country have sued, and are seeking billions of dollars in damages.

The fossil fuel companies tried to get many of the cases moved from state court to federal court, where they believed they would face better chances of winning. But earlier this year, the Supreme Court declined to hear an appeal on the matter, meaning the cases will stay in state court, where experts believe municipalities have a better chance of winning damages.

Two recent lawsuits against big oil companies, one in Puerto Rico and one in Hoboken, N.J., have brought charges under the state and federal versions of the Racketeer Influenced and Corrupt Organization Act. But the California lawsuit does not bring claims under the state's RICO act.

The lawsuit also doesn't seek damages from a specific weather event, a strategy used in the Puerto Rico case and a recent lawsuit from Multnomah County in Oregon.

Instead, Mr. Bonta is seeking the creation of a fund that would be used to pay for recovery from extreme weather events and mitigation and adaptation efforts across the state. The lawsuit claims that California has already spent tens of billions of dollars paying for climate disasters, and expects costs to rise significantly in the years ahead.

"This has been a multi-decade, ongoing campaign to seek endless profits at the expense of our planet, our people, and the greedy corporations and individuals need to be held accountable," Mr. Bonta said in an interview. "That's where we come in."

There is a precedent for such a fund. Several California cities sued the makers of lead paint on similar grounds. After decades of litigation, the companies agreed to settle for $305 million, which was used to create an abatement fund.

David Gelles is a correspondent on the Climate desk, covering the intersection of public policy and the private sector. Follow him on LinkedIn and Twitter. More about David Gelles

Exhibit 12

CLIMATE

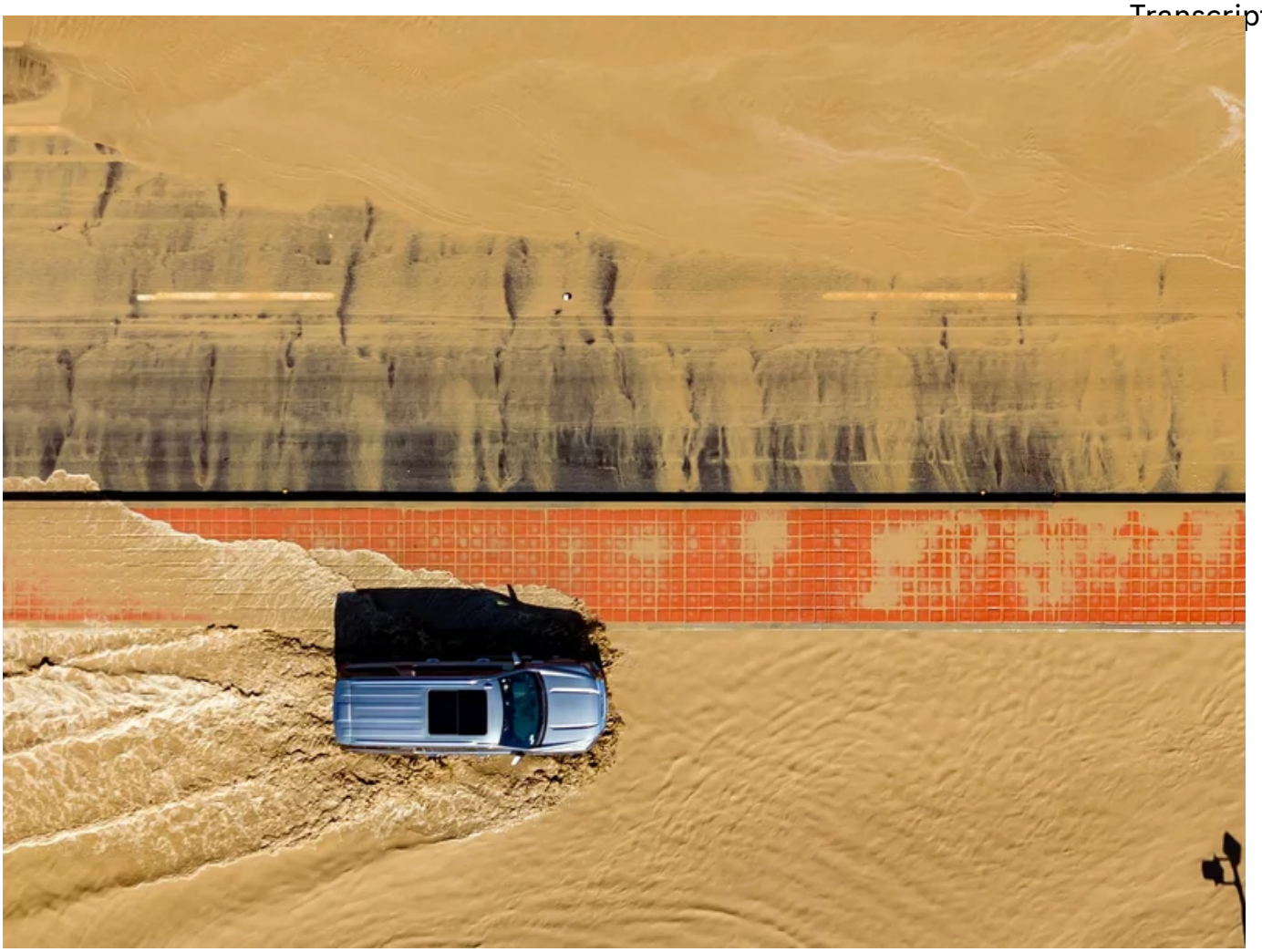
California's lawsuit says oil giants downplayed climate change. Here's what to know

UPDATED SEPTEMBER 17, 2023 · 6:08 PM ET

HEARD ON WEEKEND EDITION SUNDAY

By Juliana Kim, Michael Copley

4-Minute Listen



In this aerial picture taken on Aug. 21, a vehicle drives through floodwaters following heavy rains from Tropical Storm Hilary in Thousand Palms, Calif.

Josh Edelson/AFP via Getty Images

The state of California has filed a sweeping climate lawsuit against Exxon Mobil, Shell, BP, ConocoPhillips, and Chevron, as well as the domestic oil industry's biggest lobby, the American Petroleum Institute.

The suit, filed on Friday in San Francisco Superior Court, claims that the companies misled the public for decades about climate change and the dangers of fossil fuels. It demands the companies help fund recovery efforts related to California's extreme weather events, from rising sea levels to drought and wildfires, that have been supercharged by human-caused climate change.

"Oil and gas companies have privately known the truth for decades — that the burning of fossil fuels leads to climate change — but have fed us lies and mistruths to further their record-breaking profits at the expense of our environment. Enough is enough," Rob Bonta, California's attorney general, said Saturday in a statement.

CLIMATE

Why California's floods may be 'only a taste' of what's to come in a warmer world

Oil giants are already facing dozens of lawsuits from states and localities over their role in causing climate change. California's case adds to the legal threats facing America's oil and gas industry, forcing fossil fuel companies to defend themselves against the largest economy in the U.S. and a major oil-producing state.

On Sunday, California Gov. Gavin Newsom said the damage caused by oil and gas companies' deceit was "incalculable" and his state is prepared to enforce accountability.

"The scale and scope of what the state of California can do, we think can move the needle," Newsom said at a discussion organized by Climate Week NYC.

Why now?

The lawsuit comes after years of extreme weather events have battered California's economy and killed its residents. In just the past year, California has been inundated with record heat, explosive wildfires, unusual bouts of severe rain and snow, and a rising sea level that's threatened the state's shorelines — disasters that studies say were made more likely or more intense due to climate change.

California filed its lawsuit against Exxon and other oil and gas companies just a day after *The Wall Street Journal* reported that executives at Exxon continued in recent years to raise doubts internally about the dangers of climate change and the need to cut back on oil and gas use, even as the company publicly conceded that burning fossil fuels contributes to global warming.

CLIMATE

Exxon minimized climate change internally after conceding that fossil fuels cause it

Those efforts inside of Exxon, which continued until 2016, according to the *Journal*, were happening at the same time that scientists at the company were modeling troubling increases in carbon dioxide emissions without big reductions in fossil fuel consumption. The *Journal* cited internal company documents that were part of a New York state lawsuit and interviews with former executives.

In response to the *Journal* article, an Exxon spokesperson told NPR that the company has repeatedly acknowledged that "climate change is real, and we have an entire business dedicated to reducing emissions — both our own and others."

Wiles said in a statement this week that the documents the *Journal* uncovered will probably be used against Exxon in court.

What are the allegations?

In the 135-page California complaint, the state claims that oil and gas executives knew at least since the 1960s that greenhouse gasses produced by fossil fuels would warm the planet and change the climate. According to the suit, industry-funded reports themselves directly linked fossil fuel consumption to rising global temperatures, as well as damages to the air, land and water.

Despite this, oil companies intentionally suppressed the information from the public and policymakers, even investing billions to cast doubt and spread disinformation on climate change, the state alleges.

"Their deception caused a delayed societal response to global warming," the complaint said. "And their misconduct has resulted in tremendous costs to people, property, and natural resources, which continue to unfold each day."

The state further charges that the oil companies continue to deceive the public today about the science and reality of climate change, adding that the industry's investments in clean fuels and renewable energy are "nonexistent or miniscule" in comparison to the resources devoted to expanding their fossil fuel production.

How are companies responding?

Ryan Meyers, general counsel of the American Petroleum Institute, defended oil and gas companies and their commitment to reducing their environmental footprint, adding that climate policy should be for Congress "to debate and decide, not the court system."

"This ongoing, coordinated campaign to wage meritless, politicized lawsuits against a foundational American industry and its workers is nothing more than a distraction from important national conversations and an enormous waste of California taxpayer resources," Meyers said.

CLIMATE

Shell plans to increase fossil fuel production despite its net-zero pledge

Similarly, Shell spokesperson Anna Arata said that the company agrees climate change needs to be addressed, but it should be done collaboratively not by legal action.

"We do not believe the courtroom is the right venue to address climate change, but that smart policy from government and action from all sectors is the appropriate way to reach solutions and drive progress," she said in a statement.

Chevron agreed that climate change policy requires coordination. The company also accused California of being "a leading promoter of oil and gas development."

"Its local courts have no constructive or constitutionally permissible role in crafting global energy policy," the company said in a statement.

Exxon, BP and ConocoPhillips did not immediately respond to NPR's request for comment.

Why Exxon?

Earlier investigations found Exxon worked for decades to create confusion about climate change, even though its own scientists had begun warning executives as early as 1977 that carbon emissions from burning fossil fuels were warming the planet, posing dire risks to human beings.

A study early this year in the journal *Nature* found that Exxon's scientists had modeled global warming trends with "shocking levels of skill and accuracy," according to the lead author.

Despite the warning from its own scientists, Exxon spearheaded and funded a highly effective campaign for more than 30 years that cast doubt on human-driven climate change and the science underpinning it.

CLIMATE

Exxon climate predictions were accurate decades ago. Still it sowed doubt

Scientists with the United Nations say the world is running out of time to prevent global warming that would cause more dangerous impacts, like storms and heat waves. Climate scientists say people need to limit warming to 1.5 degrees Celsius (2.7 degrees Fahrenheit). The world is currently heading for about 2.5 degrees Celsius of warming.

Climate change is making California wildfires more explosive. Over the past two years, the threat of wildfires has led several big insurance companies to scale back their home insurance business in the state or to stop selling new policies altogether in order to avoid paying billions in damages.

oil industry | california attorney general | exxon mobil | california | climate change

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Exhibit 13

“This is a Big Big Deal”: Climate Leaders Praise California’s Lawsuit to Hold Big Oil Accountable

Published: Sep 18, 2023

NEW YORK – After Governor Gavin Newsom and Attorney General Rob Bonta announced Friday that California is suing Big Oil for more than 50 years of deception, cover-up, and damage, climate leaders across the country have shared their support.

“The fifth-largest economy on earth is suing the five biggest oil companies for their climate lies.

This is a big big deal.”

Bill McKibben, environmentalist and founder, 350.org

Kathy Mulvey, accountability campaign director in the Climate and Energy Program, Union of Concerned Scientists: “California’s suit **adds to the growing momentum to hold Big Oil accountable for its decades of deception**, and secure access to justice for people and communities suffering from fossil-fueled extreme weather and slow onset disasters such as sea level rise. As movements to reverse the tobacco and opioid epidemics have demonstrated, litigation is a powerful tool that can and should be used to hold bad actors accountable and to protect people and the planet over corporate profits.”

Kassie Siegel, director of the Center for Biological Diversity’s Climate Law Institute: “With this historic lawsuit, Gov. Newsom and Attorney General Bonta are providing **the climate leadership**

the world so desperately needs."

Brandon Dawson, Sierra Club California Director: "Holding Big Oil accountable for their decades-long deception is necessary and crucial to protect California communities from the effects of the climate crisis. By bringing this lawsuit, Governor Newsom and Attorney General Bonta are **cementing California as a leader in the fight against climate change** and Sierra Club California applauds these efforts."

"California's case is the most significant, decisive, and powerful climate action directed against the oil and gas industry in U.S. history."

Richard Wiles, President of the Center for Climate Integrity

Rebecca Solnit, writer, historian, author: "There is so much climate news this Climate Week. Some of it feels personal for me. **Proud to be a Californian** when it comes to this."

Jane Fonda, actress, author, activist: "THIS IS HUGE: California joins movement to sue Big Oil to #MakePollutersPay for their climate crimes. **This suit is a watershed moment to hold polluters accountable.** TY @CAGovernor @GavinNewsom for your leadership to hold polluters accountable."

David Weiskopf, Senior Policy Advisor, NextGen Policy: "This is a big deal. The oil industry is the most profitable enterprise in human history, and their profits have come at the expense of every person and other living thing on our planet. For too long, governments have subsidized, rather than worked to limit the damage done by these multi-billion dollar corporations. **Today, the state of California is standing up for the legal rights of its**

residents. We thank the Attorney General and the Governor for bringing this lawsuit, and we hope that every state will follow suit. It is vital that all parts of our government work together to usher in an era of equitable clean transportation and that means aligning all public spending with our state's climate goals and with the substance of this lawsuit. Oil companies have been harming the public for far too long – it is way past time to take every reasonable action to hold them accountable."

"You know what, sometimes I'm just damn proud of my home state. On the heels of some major legislative moves this week, California just filed a freakin' monster of a climate case."

Amy Westervelt, investigative journalist

Jamie Court, President, Consumer Watchdog: "**California is again leading the way in forcing oil companies to be accountable** and pay for the substantial damage they have caused to the earth, taxpayers and consumers. Governor Newsom has led the nation in pioneering penalties for oil companies for their price gouging, and now he is working to make sure Californians are paid back for the devastation to our environment, health, and safety that oil companies have intentionally wrought."

Laura Deehan, State Director, Environment California: "Governor Newsom and AG Bonta are **showing some guts by taking on the biggest oil companies**. For decades, we have tried to alert the public to the threats of our growing dependence on fossil fuels. Meanwhile, as alleged in this lawsuit, the oil companies have downplayed, or outright lied about, the risks of

burning fossil fuels. Any company that lies about or obscures the public safety or environmental risks of their products should be held accountable."

Victoria Rome, California government affairs director, NRDC (Natural Resources Defense Council): "California is on the front lines of the climate crisis and there is much to be done by the state to help prevent the worst future impacts, while protecting Californians from the already harsh realities of what is already happening. Governor Newsom and Attorney General Bonta's new lawsuit against Big Oil represents an important arrow in that quiver, by holding the oil industry accountable for the some of the immense climate harms it has caused. The world's fourth largest economy is throwing down the gauntlet and working to force responsible parties to address the impacts their actions have wrought on California."

Jamie Henn, Director, Fossil Free Media: "California just kicked open the door for every city and state in America to sue the fossil fuel industry for climate damages. After this summer of brutal heat waves and climate disasters, I think **the public is hungry for a way to hold the fossil fuel industry accountable** for the damage they've done. Big Oil knew, they lied, and now it's time to make them pay."

Exhibit 14

California seals its reputation as a climate juggernaut with a wave of legislation and head-turning lawsuit

By Ella Nilsen, CNN

6 minute read · Published 5:46 AM EDT, Sun September 24, 2023

Bryan R. Smith/AFP/Getty Images

California Gov. Gavin Newsom at the UN Climate Ambition Summit in New York on September 20.

(CNN) — California Gov. Gavin Newsom drew loud cheers and applause on Wednesday when he spoke at the UN's Climate Ambition Summit in New York, after pointedly calling the climate crisis "a fossil fuel crisis."

He told the room full of global leaders, climate advocates and non-governmental organizations the world needs to phase out oil, gas and coal and castigated the fossil fuel

issue watered-down lip service.

“Everyone was clapping and saying, ‘This is what we were expecting from the US leadership the whole time,’” Frances Colón, senior director of international climate policy for the Center for American Progress, told CNN.

Water levels on the Mississippi River are plummeting for the second year in a row

Newsom’s moment in the spotlight capped several weeks of significant action in California that bolstered its reputation as a climate juggernaut.

It launched a major lawsuit against five big oil companies for what it calls a long-standing pattern of deceiving the public on the effect of their products. Its legislature passed a raft of climate and clean energy measures, including first-of-its-kind bills mandating large companies disclose their planet-warming pollution and climate risk.

This is all in addition to California’s move to ban sales of new gas-powered cars by 2035, which has the power to impact the entire US auto market, given 17 other states followed its lead.

California has always pushed the envelope on climate policy, but its legislative supermajorities, significant legal resources and policy acumen are giving it increasingly national impact.

“California was a lab experiment, now it’s a leader,” former California Air Resources Board member Daniel Sperling told CNN. “Others are following, as opposed to it being a one-off.”

‘Profit to the tune of billions’

California has faced a firehose of extreme climate impacts in the past several years. Wildfires have wrought deadly devastation, reservoirs have plummeted amid historic drought and – in a remarkable bout of weather whiplash – more than a dozen atmospheric

UN chief warns 'humanity has opened the gates to hell' as he convenes world leaders for climate summit

California Attorney General Rob Bonta told CNN the case is a “game changer” and a “watershed moment” for climate litigation.

“This is based on a very simple but powerful premise of fairness and the fact that you are responsible for your actions, so you must be held accountable,” Bonta said. “The people of California don’t deserve to be lied to and have the costs of climate change shifted to them while these big oil companies profit to the tune of billions and billions of dollars every year.”

The lawsuit claims the oil companies created a public nuisance, damaged natural resources and state property and violated California law. It seeks injunctive relief and proposes fossil fuel companies pay what Bonta said could be “tens of billions of dollars, if not approaching or even exceeding hundreds of billions” into a new abatement fund that would help the state deal with future climate damages.

Kyle Grillot/Reuters

Residents watch part of the Sheep Fire burn through a forest on a hillside near their homes in Wrightwood, California, on June 11, 2022.

“When it comes to wildfires, that can be forest management or increased wildfire response,” Bonta said. “When it comes to drought, there can be water storage and water distribution. When it comes to sea rise, there can be sea walls built. For extreme heat, cooling centers. We’re asking fossil fuel companies for the abatement plan to pay for it instead of doing what they’re doing now, which is forcing Californians to bear those costs.”

In response to the lawsuit, Ryan Meyers, the Senior Vice President and General Counsel of the American Petroleum Institute trade group, previously told CNN he believes the industry has achieved its goal of providing affordable and reliable energy while “substantially reducing emissions and our environmental footprint.”

significant for the size of the state's economy and its vast legal resources.

"We had never seen a gorilla come in to put forward a case against fossil fuel companies," Christiana Figueres, former executive secretary of the United Nations Framework Convention on Climate Change, said during Thursday remarks. "That is a major, major upgrade in the liabilities and the reach that climate litigation can have."

Bonta said the case could take months or even years to get through a trial but emphasized previous courts have ruled California can pursue the case against Big Oil on its merits – clearing a major jurisdictional hurdle.

"These cases have not gotten to the merits yet, but now they can, and they will," Bonta told CNN. "We have the full power and force of California and our California Department of Justice behind this case."

Making companies disclose pollution

Among the dozens of bills that passed the Democratic-controlled legislature this session, one grawing the most headlines will require thousands of major companies operating in California and make more than $1 billion a year disclose their climate pollution – even the pollution coming from the use of their products.

California's major companies and banks, including Apple, Salesforce and Wells Fargo, would have to disclose their pollution if the bill is signed, which Newsom has promised to do.

UN chief warns 'humanity has opened the gates to hell' as he convenes world leaders for climate summit

Another bill that could work in tandem with the pollution disclosures would require companies making more than $500 million to publicly disclose the ways climate change impacts their financial risk.

The repercussions of both bills are still unknown, experts said – and there is a chance the disclosures won't be accurate given corporations would be responsible for self-reporting

otherwise a company could say whatever they wanted."

Still, Stavins said the greenhouse gas disclosure bill is significant, and "novel, in terms of legislation."

Justin Sullivan/Getty Images

Tesla cars recharge at San Francisco charging station in February.

Other measures passed by the California legislature this year include a bill that would speed the development of floating offshore wind farms, as well as a bill making offshore oil and gas development more difficult to get approved. The legislature also approved a bill to make the state's school buses zero-emission vehicles by 2035. Newsom has not yet said whether he will sign the bills.

California is the world's fifth largest economy, and what it does matters nationally. More than a dozen other states are following its lead on measures including enacting strict

Sperling, the former CARB board member who was one of the people responsible for designing the state's vehicle emissions standards, said he was thinking about the bigger picture.

"I saw it as my role to be constantly reminding everyone that what California does with greenhouse gases in California is almost irrelevant in terms of the actual emissions," he said. "Its importance comes from being a leader; having others follow us."

Sperling said California and the states that follow its emissions regulations make up about a third of the US market, potentially making federal emissions regulations "not that hard to meet given California and the other states are already pulling so many EVs in the market."

Even so, Stavins said California's actions are not a silver-bullet climate solution for the US. Conservative states will likely remain untouched by the impacts of California's legislation and lawsuits.

"California is not the US, the California legislature is not the US Congress, and the California governor is not the president," Stavins said. "Be careful about thinking that because something works in California, it will work politically in other parts of the country, or nationally."

CNN's Caroll Alvarado and Rachel Ramirez contributed to this report.

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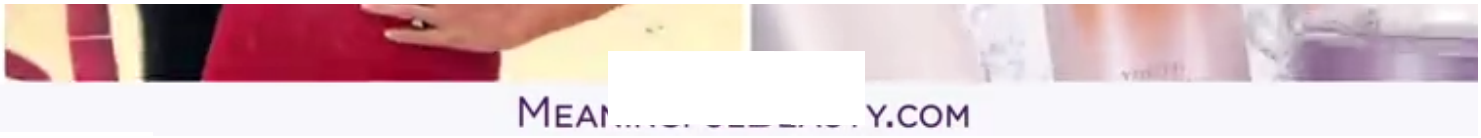
Exhibit 15

ENVIRONMENT

California lawsuit claims Big Oil deceived public on climate change

By **Max Darrow**
Updated on: September 17, 2023 / 8:29 PM PDT / CBS San Francisco



SAN FRANCISCO -- California Attorney General Rob Bonta announced his office has filed a lawsuit against five big oil and gas companies as well as the American Petroleum Institute for misleading the public about climate change and for

ps, BP and the American Petroleum Institute.

for decades that the burning of fossil fuels contributes to lic about it.

or decades -- that the burning of fossil fuels leads to climate eir record-breaking profits at the expense of our environment. Enough is enough," the AG said in a press release.

"With our lawsuit, California becomes the largest geographic area and the largest economy to take these giant oil companies to court. From extreme heat to drought and water shortages, the climate crisis they have caused is undeniable. It is time they pay to abate the harm they have caused. We will meet the moment and fight tirelessly on behalf of all Californians, in particular those who live in environmental justice communities."

Kassie Siegel, the director of the Climate Law Institute at the Center for Biological Diversity, called the lawsuit a gamechanger.

"I think this lawsuit will be helpful to all of California's efforts to address climate change. That's because it seeks to stop Big Oil from lying about the science and blocking climate solutions," Siegel said.

According to the complaint, the companies are liable for creating a public nuisance, damage to natural resources, product liability and false advertising, misleading environmental marketing and unlawful, unfair and fraudulent business practices.

"I think this is going to be a turning point in the race to save the planet. You know climate change, it didn't just happen," Siegel said.

at addressing solutions to climate change should not be done

he industry has achieved its goal of providing affordable,

antially reducing emissions and our environmental footprint,"

said API senior vice president and general counsel Ryan Meyers. "This ongoing, coordinated campaign to wage meritless, politicized lawsuits against a foundational American industry and its workers is nothing more than a distraction from important national conversations and an enormous waste of California taxpayer resources. Climate policy is for Congress to debate and decide, not the court system."

A spokesperson for **Shell** provided CBS News Bay Area with the following statement:

"The Shell Group's position on climate change has been a matter of public record for decades. We agree that action is needed now on climate change and we fully support the need for society to transition to a lower-carbon future. As we supply vital energy the world needs today, we continue to reduce our emissions and help customers reduce theirs.

Addressing climate change requires a collaborative, society-wide approach. We do not believe the courtroom is the right venue to address climate change but that smart policy from government and action from all sectors is the appropriate way to reach solutions and drive progress."

A spokesperson for **Chevron** also provided CBS News Bay Area with a statement:

"Climate change is a global problem that requires a coordinated international policy response, not piecemeal litigation for the benefit of lawyers and politicians. California has long been a leading promoter of oil and gas development. Its local courts have no constructive or constitutionally permissible role in crafting global energy policy."

Siegel says this case opens a new avenue for California to lead the way in protecting the planet by getting off of its dependence on fossil fuels.

"This is by far, the most significant such case that's been filed to date against Big Oil," she said.

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In: Rob Bonta Gavin Newsom Climate Change Environment Oil and Gas

Max Darrow

Max Darrow is an Emmy award winning reporter/MMJ for KPIX 5. He joined the KPIX 5 news team in July 2021.

First published on September 17, 2023 / 7:04 PM PDT

Exhibit 16

California sues oil companies for exacerbating climate change

Sep 20, 2023 6:35 PM EST

California claims the five biggest oil and gas companies knew that using their products led to climate change, but then spent decades misleading the public. The lawsuit says extreme weather fueled by climate change has caused billions of dollars in damages in the state and these companies should pay for some of that damage. California Attorney General Rob Bonta joins William Brangham to discuss.

Read the Full Transcript

Notice: Transcripts are machine and human generated and lightly edited for accuracy. They may contain errors.

Amna Nawaz:

California is suing big oil.

It's the latest lawsuit targeting fossil fuel companies over their role in climate change. And it comes during Climate Week, one of the largest annual events designed to focus on the problem and in tandem with the meeting of the U.N. General Assembly.

William Brangham has the details on this case.

William Brangham:

California claims the five biggest oil and gas companies, ExxonMobil, Shell, Chevron, ConocoPhillips and BP, as well as the American Petroleum Institute, knew that using their products led to climate change, but then spent decades misleading the public.

The lawsuit says extreme weather fueled by climate change has caused billions of dollars in damages in the state, and these companies should pay for some of that damage.

Joining us now is California Attorney General Rob Bonta.

Attorney General, thank you so much for being here.

You're arguing that these companies knew all along that burning coal and oil and gas would exacerbate climate change, and there's, as you cite in your suit, plenty of documentary evidence that they knew that. And you're arguing that they weren't forthcoming about that knowledge.

What are you alleging that their silence actually meant?

Rob Bonta (D), California Attorney General: They were actually very active in pushing forward and advancing the deception.

They knew 50, 60, 70 years ago that their fossil fuels that they were selling created climate change. They predicted with terrifying certainty where we would be today, with extreme weather events, with dries getting drier and hots getting hotter and wets getting wetter,.

Their internal memos, their industry-commissioned studies, their speeches internally to one another all said this. And they were very active in their deception. What do I mean? They worked with front groups. They supported and funded front groups with great climate-supportive names like Global Climate Coalition to undermine the climate science that they knew was inaccurate, that they knew the actual truth.

Internally, they acknowledged that they talked about it, and they pushed out into the public science that would dilute that truth, that would undermine it, that would cast doubt, so they could profit to the tune of billions and billions of dollars over many, many years, just profiting $200 billion last year.

So they also knew about clean energy pathways forward. They knew about carbon sequestration. They knew about things that could have put our planet on a better pathway. But they chose to ignore those, to push those down and push and lift up fossil fuels, all for profit. So they lied to the people of California.

So we're asking them to put billions of dollars into an abatement fund to mitigate future environmental damage and to provide for resiliency and adaptation going forward.

William Brangham:

Let's say that they had been more frank about their understanding of climate change. What would you have wanted those companies back then to have done differently?

Rob Bonta:

Be truthful, very simple. Don't lie, don't deceive, don't hide from the public clean energy pathways forward, and don't hide from the public the existential threat that fossil fuels created in terms of climate change and extreme weather and damage to the environment.

With full knowledge, the people could make choices about their future, our planet's future, our children's and grandchildren's future. Perhaps choices would have been different, like doubling down and investing on clean energy and phasing out of fossil fuel. Who knows?

But they should not have lied. They should have told the truth. They affirmatively lied to the people of California time and time again with their editorials that they produced. Their marketing arm, the industry association, the American Petroleum Institute was very involved with this, with the faux science that they put out, all meant to make people believe something different than what the actual truth was, that we were on a pathway towards disaster as a state and, frankly, as a nation and a world.

William Brangham:

The American Petroleum Institute put out a statement about your suit, saying in part — quote — "This ongoing coordinated campaign to wage meritless politicized lawsuits against a foundational American industry and its workers is nothing more than a distraction. Climate policy is for Congress to debate and decide, not the court system."

What do you make of that argument, that, in fact, it is incumbent upon senators, governors, presidents to determine policy, energy policy, and that going after a private company is inappropriate?

Rob Bonta:

That entire statement by the American Petroleum Institute is entirely in character with the statements that they have made over the last number of decades.

That statement is a distraction. That statement is not true. That statement wants you to focus on other things besides the actual truth. There will be and there is an entirely separate and independent pathway for action in this space that is pointed out by the American Petroleum Institute.

That is something different than what we're doing. It's for Congress and legislative bodies to make policy about climate change. And they are. The Biden administration has been a great leader in this space. But our lane, a separate lane, is the lane of legal accountability in court.

The state of California is suing big oil in state court for the damage that they have caused. This is not a policy lawsuit. This is a straight-up legal cause of action that has remedies in court. Cases like this have been brought before against the tobacco industry, against the lead paint industry, against the opioid industry, when entire industries hurt people time and time again in great numbers and at great scale and lie about it.

This is not new.

William Brangham:

Governor Newsom has said that the damage caused by this deception, as he puts it, by these oil companies, is incalculable.

So, how do you calculate the role that a given oil company might have contributed to a drought, a wildfire, a storm in California? How do you do that?

Rob Bonta:

We think it's in the range of tens of billions to hundreds of billions of dollars in ongoing damage going forward. That's the sort of big picture estimate.

We will need experts, scientists to look at attribution of different damage to the different defendants and looking at causation to determine the specifics. And so that will take time. We will get more evidence and information through the course of the lawsuit and make those determinations throughout the course of the lawsuit down the road.

William Brangham:

All right, Attorney General Rob Bonta of the state of California, thank you so much for being here.

Rob Bonta:

Thanks for having me.

By – **William Brangham**

William Brangham is a correspondent and producer for PBS NewsHour in Washington, D.C. He joined the flagship PBS program in 2015, after spending two years with PBS NewsHour Weekend in New York City.

@WmBrangham

By – **Dorothy Hastings**

Exhibit 17

CALIFORNIA

California sues five major oil companies for 'decades-long campaign of deception' about climate change

California Atty. Gen. Rob Bonta has filed a lawsuit against major oil companies for lying about climate change. (Genaro Molina / Los Angeles Times)

BY LOUIS SAHAGÚN | STAFF WRITER

PUBLISHED SEPT. 16, 2023 | **UPDATED** SEPT. 17, 2023 12:12 PM PT

California is suing five of the largest oil and gas companies in the world, alleging that they engaged in a “decades-long campaign of deception” about climate change and the risks posed by fossil fuels that has forced the state to spend tens of billions of dollars to address environmental-related damages.

State Atty. Gen. Rob Bonta filed the lawsuit Friday in San Francisco County Superior Court alleging that Exxon Mobil, Shell, Chevron, ConocoPhillips, BP and the American Petroleum Institute have known since the 1950s that the burning of fossil fuels would warm the planet but instead of alerting the public about the dangers posed to the environment they chose to deny or downplay the effects.

“Oil and gas companies have privately known the truth for decades — that the burning of fossil fuels leads to climate change,” Bonta said in a statement, “but have fed us lies and mistruths to further their record breaking profits at the expense of our environment. Enough is enough.”

Several other states and dozens of municipalities, including cities and counties in California, have filed similar lawsuits in recent years.

“With our lawsuit, California becomes the largest geographic area and the largest economy to take these giant oil companies to court,” Bonta said. “From extreme heat to drought and water shortages, the climate crisis they have caused is undeniable. It is time they pay to abate the harm they have caused.”

Bonta is seeking to create a nuisance abatement fund to finance climate mitigation and adaptation efforts; injunctive relief to protect California’s natural resources from pollution, impairment and destruction; and to prevent the companies from making any further false or misleading statements about the contribution of fossil fuel combustion to climate change.

Attorneys for the oil companies could not immediately be reached for comment. But Chevron issued this statement early Sunday: “Climate change is a global problem that requires a coordinated international policy response, not piecemeal litigation for the benefit of lawyers and politicians.”

A growing number of high-profile cases in state court helped pave the way for Bonta’s 135-page lawsuit to hold oil and gas companies financially responsible for their role in climate change and marketing products they know cause injury.

They include the record $246-billion settlement with Big Tobacco, and a $350-million settlement reached in 2019 that will provide funds to clean up toxic lead paint sold by manufacturers that knew it was poisonous.

“There is some commonality with earlier cases involving other major bad actors who hurt people and threatened their health with lead paint, tobacco and opioids,” Bonta said in an interview with The Times on Saturday. “But every industry is unique.”

The potential size of the mitigation fund he is pursuing remains to be determined.

“These defendants must be held accountable for the truths they shared in private while trying to undermine the science in public,” he said. “They cannot pass those costs onto the public, governments or our future.”

“It is going to be a very, very large number,” he added.

California’s complaint includes several examples of evidence demonstrating that the defendants have long known about the environmental threat posed by the use of fossil fuels.

For instance, in 1968, API and its members received a report from the Stanford Research Institute, which it had hired to assess the state of research on environmental

pollutants, including carbon dioxide, according to the lawsuit. The report stated: "Significant temperature changes are almost certain to occur by the year 2000, and . . . there seems to be no doubt that the potential damage to our environment could be severe."

In 1978, an internal Exxon memo stated that present "thinking holds that man has a time window of five to 10 years before the need for hard decisions regarding changes in energy strategies might become critical."

California has spent tens of billions of dollars to adapt to climate change and address the environmental damage that has resulted so far, the complaint said, and it will have to spend far more than that in the years to come.

"For more than 50 years, Big Oil has been lying to us — covering up the fact that they've long known how dangerous the fossil fuels they produce are for our planet," Gov. Gavin Newsom said Friday.

"California taxpayers," he said, "shouldn't have to foot the bill for billions of dollars in damage — wildfires wiping out entire communities, toxic smoke clogging our air, deadly heat waves, record-breaking droughts parching our wells."

In 2019, Newsom began calling for plans to phase out oil production in California, citing the increasingly harmful effects of global warming. His actions raised ire in petroleum company boardrooms, enraged Kern County officials and left small-town governments at the southern end of the San Joaquin Valley grappling with shrinking tax rolls.

Climate liability litigation is gaining momentum. Five California cities — San Francisco, Oakland, Santa Cruz, Richmond, Imperial Beach — and the counties of San Mateo, Marin and Santa Cruz have filed climate lawsuits against fossil fuel companies, and some of those cases are now proceeding toward trial in state court, according to the nonprofit Center for Climate Integrity.

California is the first oil-producing state to pursue such charges. “California’s decision to take Big Oil companies to court is a watershed moment in the rapidly expanding fight to hold major polluters accountable for decades of climate lies,” said Richard Wiles, president of the Center for Climate Integrity.

The scale of the “devastating public nuisance created by defendant’s egregious misconduct is truly staggering,” according to the state’s lawsuit, and its consequences are “felt throughout every part of the state, across all ecosystems and communities.”

Exxon Mobil, Shell and Chevron, which is headquartered in San Ramon, Calif., alone market fossil fuel fuel products to California consumers through more than 3,000 petroleum service stations across the state, officials say.

The defendant companies and their trade association, the American Petroleum Institute, “are individually and collectively responsible for the emission of tons of greenhouse gasses,” the lawsuit says.

Greenhouse gases are largely byproducts of human use and combustion of fossil fuels to produce energy and petrochemical products. The primary greenhouse gas emitted as a result of human activities is CO2.

As greenhouse gases accumulate in the atmosphere, the Earth radiates less energy back to space, warming the average surface temperature. The result has been whiplashing shifts in extreme weather, longer droughts, flooding, sea level rise, ocean acidification and harmful effects to terrestrial and marine ecosystems.

California’s lawsuit asserts, however, that since 1988, the 105-year-old petroleum institute has led organizations and campaigns on behalf of its 600 members “that have promoted disinformation about the climate impacts of fossil fuel products to consumers.” They include, it says, the Global Climate Coalition, Partnership for a Better Energy Future and Alliance for Climate Strategies.

In a statement, API Senior Vice President and General Counsel Ryan Meyers dismissed the complaint as “nothing more than a distraction from important national conversations and an enormous waste of California taxpayer resources.”

“Climate policy is for Congress to debate and decide,” he said, “not the court system.”

Kassie Siegel, director of the Center for Biological Diversity’s Climate Law Institute, welcomed the state’s lawsuit as part of a far wider campaign to put pressure on toxic emitters within California’s vast industrial complex— and their executives — to testify about whether they misled the public.

“As the world’s fifth-largest economy, and the nation’s most populous state,” she said, “California is uniquely positioned to hold Big Oil accountable for its endless lies and malicious blocking of climate action.”

Kathy Mulvey, a spokeswoman for the Union of Concerned Scientists, agrees.

“California’s lawsuit reflects the growing body of evidence of what Exxon Mobil, Shell and other major oil and gas companies knew about the dangers of their products,” she said, “and the devastating harms that have resulted from their lies, obstruction and delay tactics.

“It’s past time for these companies to stop their greenwashing and disinformation campaigns and pay their fair share of the costs the climate crisis is imposing on Californians.”

Louis Sahagún

Louis Sahagún is a staff writer at the Los Angeles Times. He covers issues ranging from religion, culture and the environment to crime, politics and water. He was on the team of L.A. Times writers that earned the Pulitzer Prize in public service for a

series on Latinos in Southern California and the team that was a finalist in 2015 for the Pulitzer Prize in breaking news. He is a former board member of CCNMA: Latino Journalists of California and author of the book “Master of the Mysteries: The Life of Manly Palmer Hall.”

Exhibit 18

California's Fossil Fuel Lawsuit Could Mark a Turning Point in the Effort for Climate Change Accountability

The oil companies lied about climate change, and it's time for them to pay, lawsuit charges

By Jason Mark

October 26, 2023

Illustration by Khanchit Khirisutchalual/iStock

Gavin Newsom was on fire.

In a speech last month to the United Nations General Assembly, the California governor dispensed with the usual bromides about how addressing the climate crisis will require action from governments, corporations, and citizens alike, and instead pointed a finger directly at those most responsible for the unfolding disaster: the fossil fuel companies.

“For decades and decades, the oil industry has been playing each and every one of us in this room for fools,” Governor Newsom told the gathering of world leaders and diplomats. “They’ve been buying off politicians. They’ve been denying and delaying science and fundamental information that they were privy to that they didn’t share or they manipulated. Their deceit and denial, going back decades, has created the conditions that persist here today.”

Days earlier, California had become the latest US jurisdiction to file a lawsuit against the major oil and gas producers, claiming that their well-documented history of spreading climate change disinformation has left the Golden State with billions of dollars in climate-change-related damages from fires, floods, and drought. Since 2017, more than two dozen cities, counties, and states in the US have filed similar lawsuits. Never before, however, has a state’s chief executive taken such a prominent and impassioned role in making the case that addressing the climate crisis is impossible without also holding the perpetrators accountable. “The climate crisis is a fossil fuel crisis—period, full stop,” Newsom told *The New York Times*’ David Gelles during one of his many appearances at the UN Climate Week. “The scale and scope of what California can do, we think it can move the needle. It can sure as hell can do this: It can illuminate their deceit.”

Bashing oil companies is, of course, a politically safe move for the leader of environmentally progressive California, where a majority of voters are supportive of climate action. But Newsom’s obvious presidential ambitions and his well-tested political savvy suggest that his fiery rhetoric may also resonate nationally. Lawyers involved with some of the cases against the oil giants, independent legal scholars, and fossil fuel watchdogs agree that the California governor’s barnstorming on behalf of the state’s lawsuit marks a turning point in a years-long effort to hold the carbon barons legally accountable for climate chaos. The constellation of lawsuits targeting the fossil fuel industry are closer than they’ve ever been to repeating the success of the 1990s litigation against Big Tobacco: making major corporations pay for lying to the public about the impacts of their products.

“It’s significant that [Newsom] has been out in front. I think what that tells you is that the governor has made a calculation that this is not just the right thing to do for the people of California—it’s the right thing to do politically,” said Marco Simons, general counsel at EarthRights International, which is representing three Colorado jurisdictions in a lawsuit against ExxonMobil and the Canadian oil producer Suncor Energy. “He wouldn’t be out there doing this, he wouldn’t be vocally out there, if he didn’t think a lot of people would be supportive.”

Richard Wiles, president of the advocacy group Center for Climate Integrity, agrees and said that focus groups and polling done by his organization have shown voters—across party lines—believe that companies should pay for damages linked to deception. “It’s the lying, and the notion of polluter pays, that motivates people like nothing else,” Wiles said. “It’s the tobacco logic. It’s the opioid logic. People get it. Nobody is taking the side of the opioid manufacturers anymore. These [legal] cases have the ability to erode the social license of the fossil fuel companies. And they are afraid of that more than anything else. Because they know they are guilty.”

California’s lawsuit against oil and gas producers including ExxonMobil, Chevron, and BP, along with the American Petroleum Institute, comes at a pivotal time for the climate-change accountability effort. In the six years since the first local lawsuits were filed against the fossil fuel corporations, Big Oil has sought to short-circuit the suits by moving them from the state courts where they’ve been filed to federal courts, which are considered a more sympathetic venue for the oil companies’ arguments. Every federal appeals court that has heard the oil companies’ pleas to change venue have dismissed their arguments, and in April the US Supreme Court refused to consider the issue.

Now, the oil company defendants have pivoted to a new strategy: trying to have the cases dismissed outright. But the cases are starting to inch forward anyway. The Hawai'i Supreme Court in August heard the Big Oil challenges to the City of Honolulu's climate accountability case, and a Delaware court has considered arguments in the oil company defendants' efforts to dismiss the State of Delaware's case against them. In Massachusetts, ExxonMobil has exhausted all of its appeals in a case alleging the company violated the commonwealth's consumer protection act, and the case is likely to go to trial in 2024.

The Supreme Court's decision not to intervene in the cases, the steady (if slow) progress of the lawsuits, and, now, California's entry into the legal arena will very likely spur other cities and states to join the effort. "Some states might've been wondering, 'Wait a minute, why hasn't California done this yet?" said David Bookbinder, a veteran climate litigator who is involved in the Colorado cases. "Now that the state has jumped in, it could easily lead other states to say, 'California is in? OK—we're jumping in as well."

Simons agrees. "California has the most resources behind it from a litigation-muscle standpoint," he said. "It sends a strong signal that other states, cities, and counties should file their own cases. This is far from a fringe legal strategy at this point."

While lawyers and advocates agree that the local government cases will almost certainly snowball, they are uncertain about one wild card: if and when plaintiff attorneys might file private lawsuits against the oil companies. The litigation against Big Tobacco was sparked by cases from private individuals, lifelong smokers who argued that the cigarette companies had deceived them about the risk of their products. After a few of those cases ended with jury awards, state attorneys general launched their own legal efforts for accountability—which were eventually joined by all 50 states. The climate litigation has followed an opposite pattern, with governments taking the lead. So far, there's only one non-governmental lawsuit against the fossil fuel giants—a case brought by the Pacific Coast Federation of Fishermen's Association versus Chevron.

At some point, plaintiff attorneys may begin to view the oil companies as a ripe target for litigation, an unpopular defendant not unlike asbestos companies and lead paint manufacturers. "I don't mind saying that's something we are looking into right now, working on behalf of non-governmental plaintiffs," Simon said. "I wouldn't be surprised if you started seeing more suits arising from particular disasters or other kinds of long-term trends." He continued, "You are likely to see more cases that are filed, and frankly I hope that we do, because it's not just governments that are suffering."

In response to the burgeoning number of lawsuits filed against them, the fossil fuel corporations and their trade association continue to argue that the courts are a poor venue for dealing with an issue as large as global warming, which they maintain

should be addressed by lawmakers.

"This ongoing, coordinated campaign to wage meritless, politicized lawsuits against a foundational American industry and its workers is nothing more than a distraction from important national conversations and an enormous waste of California taxpayer resources," the general counsel of the American Petroleum Institute, Ryan Meyers, told NPR. Climate policy should be set by Congress, "not the court system."

Lawyers involved in the climate change accountability cases say they're not asking the courts to make policy—only to decide whether to award damages to governments that have already had to pay for the consequences of burning fossil fuels. "If I had to sum it up," Bookbinder said, "the argument is that they produced, refined, and marketed these products, knowing full well what impact those products would have—and at best they said nothing and at worst affirmatively misled people about those impacts."

Korey Silverman-Roati, a senior fellow at the Sabin Center for Climate Change Law at Columbia Law school who is not involved with any of the litigation, describes the new California lawsuit as a "magnum opus" that "seems to combine" the strongest arguments of the state and local climate tort lawsuits filed to date. "What crystallizes in people's minds is the facts of the complaint," he said. "They [the oil companies] marketed their products as safe, but simultaneously went to state and national legislatures and lobbied against meaningful climate action. There's an allegation that they undermined the legitimate political process."

The California lawsuit is, in fact, striking for the way in which it connects the dots between Big Oil's history of lying and today's pattern of destruction. "This lawsuit seeks to hold those companies accountable for the lies they have told and the damages they have caused," the complaint reads.

In a way, the most important part of the 135-page complaint comes on its final page. It's a scant one sentence of litigation boilerplate, a pro-forma request in which the state asks that "all the issues presented … be tried by a jury." And that, of course, is what the oil companies fear most—that someday their actions will be judged by a panel of ordinary citizens.

Jason Mark is the editor of Sierra and the author of Satellites in the High Country: Searching for the Wild in the Age of Man. Follow him on Twitter @jasondovemark.

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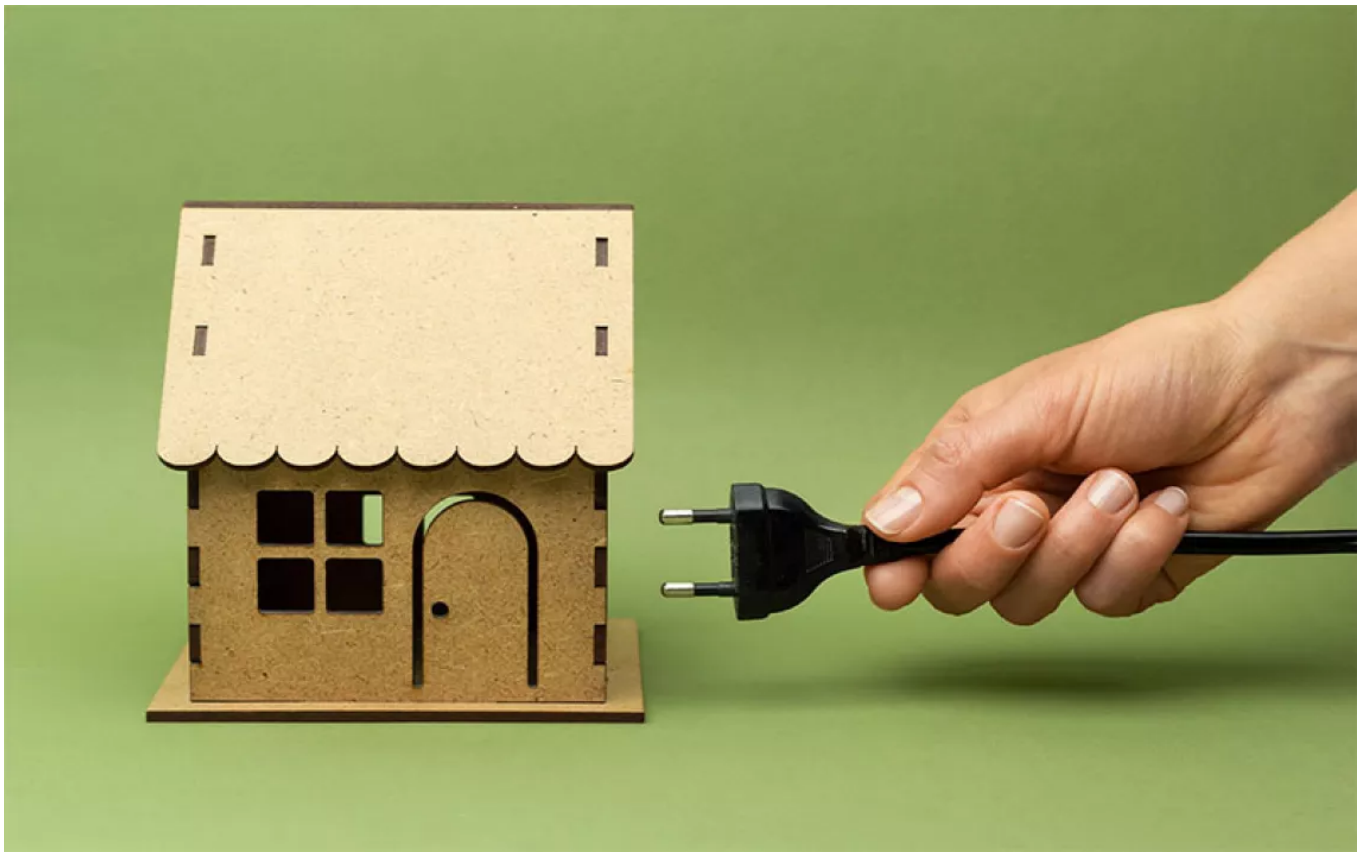

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Case Name: **Review of Personal Services Contract (Environment Section)**
No.: **23-0052(b)-PSC**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

On January 24, 2024, I served the attached **Compendium of Evidence** by transmitting a true copy via electronic mail.

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I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on January 24, 2024, at Los Angeles, California.

Yvette Carr
Declarant

Yvette Carr
Signature

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