

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-0279U

PURCHASING AUTHORITY NUMBER (If Applicable)

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 &amp; 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 &amp; Bernstein, LLP

CONTRACTOR BUSINESS ADDRESS

275 Battery Street, STE 2900

CITY

San Francisco

STATE

CA

ZIP

94111

PRINTED NAME OF PERSON SIGNING

Robert J. Nelson

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/2/23

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

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23-0279U

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTING AGENCY ADDRESS

1300 I Street, 8th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Patrick Owens

TITLE

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

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: <b>DEPARTMENT OF JUSTICE</b>	Contractor: <b>LIEFF, CABRASER, HEIMANN &amp; BERNSTEIN, LLP</b>
Name: <b>MARI MAYEDA, DAG</b>	Name: <b>ROBERT J. NELSON</b>
Address: <b>1515 CLAY STREET</b>	Address: <b>275 BATTERY STREET, STE 2900</b>
City/State/Zip: <b>OAKLAND, CA 94612</b>	City/State/Zip: <b>SAN FRANCISCO, CA 94111</b>
Phone: <b>(510) 622-2270</b>	Phone: <b>(415) 956-1000</b>
E-Mail: <a href="mailto:MARI.MAYEDA@DOJ.CA.GOV">MARI.MAYEDA@DOJ.CA.GOV</a>	E-Mail: <a href="mailto:RNELSON@LCHB.COM">RNELSON@LCHB.COM</a>

**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. Nelson, Robert J. Fastiff, Eric B. Hazam, Lexi J. Desai, Nimish R. London, Sarah R. Budner, Kevin R. Dunlavey, Wilson M. Kaufman, Andrew R. Gardner, Melissa A. McBride, Katherine Stoler, Reilly T. Levin-Gesundheit, Michael	 <b>\$1,241.00/hour</b> <b>\$1,105.00/hour</b> <b>\$969.00/hour</b> <b>\$858.50/hour</b> <b>\$858.50/hour</b> <b>\$692.75/hour</b> <b>\$671.50/hour</b> <b>\$552.50/hour</b> <b>\$633.25/hour</b> <b>\$654.50/hour</b> <b>\$573.75/hour</b> <b>\$603.50/hour</b> <b>\$599.25/hour</b>
2.	Of Counsel: Arbitblit, Donald C. Drachler, Dan	 <b>\$1,130.50/hour</b> <b>\$969.00/hour</b>
3.	Associates: Polin, Jacob H. Andrews, Patrick I. Marks, Miriam E. Woods (Nelson), Caitlin M. Mattes, Margaret J. Zandi, Sarah D. Haselkorn, Amelia A. Harwell, Emily N.	 <b>\$544.00/hour</b> <b>\$544.00/hour</b> <b>\$476.00/hour</b> <b>\$454.75/hour</b> <b>\$454.75/hour</b> <b>\$425.00/hour</b> <b>\$425.00/hour</b> <b>\$399.50/hour</b>
4.	Staff Attorneys	<b>\$446.25/hour</b>



**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](mailto: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:

- o Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- o 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.
- o 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 by 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](http://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 1<sup>st</sup> of each year and is effective until January 31<sup>st</sup> 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](http://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](http://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 deducted 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.

**Lieff  
Cabraser  
Heimann &  
Bernstein**  
Attorneys at Law

## **Elizabeth J. Cabraser**

### **PARTNER**

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San Francisco, CA 94111  
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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 Practising 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

## Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California  
J.D. - 1978

University of California, Berkeley, California  
A.B. - 1975

## Bar Admissions

California, 1978  
U.S. Supreme Court, 1996  
U.S. Court of Appeals 1st Circuit, 2011  
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,” 2005-2023

“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  
 “Top 100 Lawyers in California,” Daily Journal, 2002-2007, 2010-2016, 2019-2022  
 “Product Liability MVP of the Year,” Law360, 2022  
 “Top Plaintiff Lawyers,” California Daily Journal, 2016-2017, 2019, 2021, 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*

**Donald C. Arbitblit**  
**PARTNER**

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San Francisco, CA 94111  
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darbitblit@lchb.com



## **A Lawyer with Unmatched Expertise in Medical and Scientific Cases**

Donald C. Arbitblit is a leader among plaintiffs' attorneys in assessing the legal, medical, and scientific aspects of personal injury, mass torts, and environmental and toxic exposure litigation. Don has served on Plaintiffs' Science/Expert Committees in several national cases and served on the Plaintiffs' Steering Committee in the federal Actos bladder cancer injuries multidistrict litigation that settled in 2015 for \$2.4 billion.

Don was a member of the trial team that won the first ACTOS bellwether trial in April 2014, including a \$9 billion punitive damage award. Don was also Chair of the Epidemiology/Causation Subcommittee of the federal Vioxx litigation from 2005-2010, and he was a member of the trial team that won a plaintiffs' verdict in that litigation in 2006. Between 1998 and 2014, Don served on science and expert witness committees in the ACTOS, Yaz, Fen-Phen Diet Drug, Rezulin, Baycol, Vioxx, and Sulzer hip implant cases.

Don has specialized in toxic exposure and defective pharmaceutical cases for twenty-six years. From 1994 to 1998, Don was lead counsel for a certified class of women who were intentionally exposed to radioactive iron without their consent while receiving prenatal care at Vanderbilt University hospital in the 1940s. Settlement included \$10.3 million and a formal apology from Vanderbilt University.

Don also played a leading role in California coordinated litigation arising out of the Sacramento River Spill of 1991; the release of a sulfuric acid cloud from the General Chemical plant in Richmond, California in 1993; and a 1995 toxic release from the Unocal refinery in Rodeo, California. These cases resulted in settlements of approximately \$300 million.

Don has authored articles on environmental and pharmaceutical drug issues for Ecology Law Quarterly, Mealey's Emerging Toxic Torts, and Hastings West-Northwest Journal of Environmental Law and Policy. Super Lawyers magazine has recognized Don as a Super Lawyer for Northern California five times. He has lectured to attorneys on science issues in pharmaceutical defect litigation for the American Association of Justice in 2011 (Yaz) and 2013 (ACTOS).



## Areas of Practice

Pharmaceutical Defects, Environmental Litigation, Personal Injury

## Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California

J.D. - 1979

Honors: Order of the Coif

Tufts University, Medford/Somerville, Massachusetts

B.S. (Magna Cum Laude) - 1974

## Bar Admissions

California, 1986

Vermont, 1979

California Supreme Court, 1986

U.S. Court Of Appeals, Ninth Circuit, 1986

U.S. District Court, Northern District of California, 1986

## Professional Associations and Memberships

ACTOS MDL Plaintiffs' Steering Committee

Bar Association of San Francisco

Co-Chair, California JCCP Yaz Science Committee, 2010-Present

Federal Science and Expert Witness Committees (Diet Drugs MDL; Baycol MDL; Rezulin MDL)

State Bar of California

VIOXX MDL Chair of the Epidemiology/Clinical Trials Subcommittee

YAZ MDL Federal Court-appointed Science Executive Committee

## Published Works

Co-Author with Wendy Fleishman, "The Risky Business of Off-Label Use," TRIAL Magazine, March 2005

Co-Author with William Bernstein, "Effective Use of Class Action Procedures in California Toxic Tort Litigation," West-Northwest Journal of Environmental Law and Policy, No. 3, 1996

"Comment on Joiner: Decision on the Daubert Test of Admissibility of Expert Testimony," 6 Mealey's Emerging Toxic Torts, No. 18, December 1997

"The Plight of American Citizens Injured by Transboundary River Pollution," 8 Ecology Law Quarterly, No. 2, 1979

## 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," 2012 - 2023

"Super Lawyer for Northern California," Super Lawyers, 2004, 2006 - 2008, 2014 - 2023

"500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2022

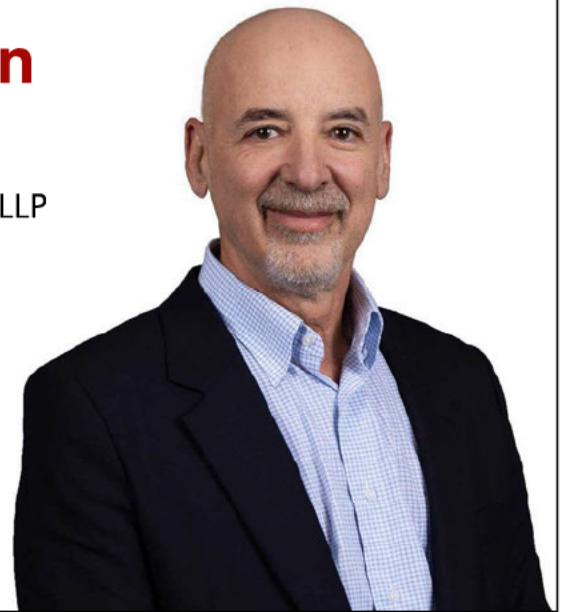
"Lawyer of the Year for Mass Tort & Class Action Litigation," Northern California, Best Lawyers, 2022  
Legal 500 recommended lawyer, 2013

"Lawdragon Finalist," Lawdragon, 2009 - 2011

**Lieff  
Cabraser  
Heimann &  
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*Attorneys at Law*

**Robert J. Nelson**  
**PARTNER**

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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 Lief 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," 2012-2023  
"Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2020-2023  
"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2021-2023  
"Lawdragon 500 Leading Lawyers in America," Lawdragon, 2020-2023  
"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**

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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**

"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," 2015-2023

"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 Lawyers in America," Lawdragon, 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

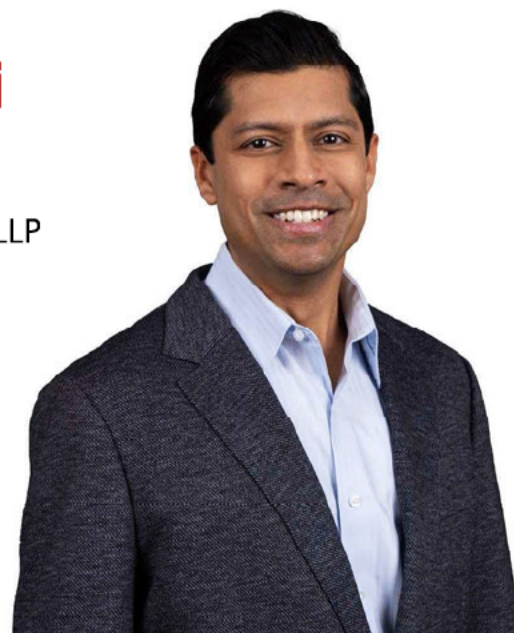
"California Future Star," Benchmark Litigation, 2015

Legal 500 recommended lawyer, LegalEase, 2013

"Rising Star for Northern California," Super Lawyers, 2009-2011, 2013

**Nimish R. Desai**  
**PARTNER**

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ndesai@lchb.com



Nimish R. Desai is a partner specializing in False Claims Act, class action, and environmental torts cases, and has helped secure over a billion dollars in settlements and recoveries through his case work. He has been recognized by The Best Lawyers in America as a “Super Lawyer” for every year from 2013-2021. He has also been repeatedly named to Best Lawyers’ list of outstanding practitioners in the field of Qui Tam law.

Nimish is a leading False Claims Act lawyer, seeking justice and recompense from persons and companies who defraud governmental programs. He currently serves as Co-Chair of the Education Committee for Taxpayers Against Fraud, the nation’s preeminent whistleblower law organization, and regularly presents to national conferences on FCA and Whistleblower topics. Nimish’s successes have come in both under-seal settlements and in cases with extensive litigation, both with and without the government’s involvement. His notable False Claims Act work includes:

- U.S. ex rel. Rockville v. Sutter Health – won a \$46 million settlement in a lawsuit alleging fraudulent charges by Sutter Health hospitals. Nimish and the Lieff Cabraser team 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 – secured a \$37 million settlement in a case alleging the sale of defective products to the United States military. Nimish and the LCHB team litigated alongside the Department of Justice for many years before achieving the settlement.
- U.S. ex rel. Doe v. OANC – obtained a \$2.4 million settlement in a case arising out of the illegal re-importation of medical devices.
- U.S. ex rel. Barrett v. Allergan – serves as Lead Counsel in litigation involving Allergan’s alleged failure to properly report the Medicare Part B Average Sales Price of Botox. After the government declined intervention, Nimish has led the case on behalf of the whistleblower, defeating a motion to dismiss in 2019. The parties recently filed a notice of settlement.

- U.S. ex rel. Waters v. Envision – serves as Lead Counsel in litigation involving alleged kickbacks by ambulatory surgical centers. After the government declined intervention, the whistleblower's lawyers retained Lief Cabraser to continue litigating the case.
- 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 cases and investigations, including the 2015 Santa Barbara oil spill currently being litigated in federal court in Los Angeles, and the TVA coal ash spill in Kingston, Tennessee, which settled in 2014 for nearly \$28 million.

In his class action practice, Nimish is one of the firm's lead attorneys in the Takata air bag defects litigation, which has resulted in approved settlements totaling over \$1 billion to date. He helped lead the litigation against BP for its allegedly defective solar panels, which resulted in a nationwide settlement valued at \$67 million. Prior to that, he worked on litigation against Toyota for sudden acceleration problems in its vehicles, and against Pfizer for its allegedly defective prescription drugs Bextra and Celebrex.

## 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

Taxpayers Against Fraud 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

"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

"Lawdragon 500 X – The Next Generation," Lawdragon, 2023

"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2023

"Ones to Watch," Best Lawyers, 2021-2023

"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  
Lief Cabraser Heimann & Bernstein, LLP, Summer Associate, 2011  
U.S. District Judge Phyllis J. Hamilton, Judicial Extern, 2010

**Lieff  
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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**

"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, “Countering the Latest in the Defendant’s Bag of Tricks,” National Employment Lawyers Association (NELA) 2022 Annual Convention, July 2022

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Cabraser  
Heimann &  
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Attorneys at Law

**Wilson M. Dunlavey**

**Partner**

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Wilson Dunlavey is an attorney in Lieff Cabraser Heimann & Bernstein's New York office specializing in class actions on behalf of victims of environmental disasters and consumers who have unknowingly purchased products with devastating consequences to the environment.

Wilson is on the leadership team for the "Clean Diesel" multidistrict litigation against Volkswagen, which has recovered over \$11 billion for its clients in a settlement without precedent. In recognition of his efforts, Wilson was awarded "California Lawyer of the Year" by the *California Daily Journal* in 2018. Wilson continues to prosecute claims under the Lanham Act on behalf of competitor dealerships alleging lost vehicle sales, as a result of the fraud.

Wilson is also part of the leadership team for the Fiat-Chrysler "EcoDiesel" multidistrict litigation. The plaintiffs allege that Fiat-Chrysler cheated its customers and misled the public by installing emissions defeat devices in more than 100,000 Jeep Grand Cherokee and Ram 1500 EcoDiesel vehicles. The devices allow the supposedly "Eco" vehicles to emit noxious pollutants at over twenty times the legal limit.

Additionally, Wilson is actively litigating two environmental catastrophe class actions. He represents homeowners and local businesses in one of the largest environmental disasters in United States history, the 2015 Porter Ranch gas leak near Los Angeles. He also represents approved classes of fishermen, local oil industry workers, and property owners and lessees, suing Plains All American Pipeline for the catastrophic (and preventable) 2015 Santa Barbara oil spill.

Wilson is a graduate of the University of California Berkeley School of Law, where he 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.

In his spare time, he enjoys yoga, gardening, and cooking.

## 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**

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

**Lieff  
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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**

Employment Law

## **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

## **Professional Associations**

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**  
Associate

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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

**Lieff  
Cabraser  
Heimann &  
Bernstein**  
Attorneys at Law

**Miriam Marks**

**Associate**

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Miriam E. Marks is an associate in Lieff Cabraser's San Francisco office and rejoined Lieff Cabraser in 2020 after her time as a summer associate in 2018.

Following law school, Miriam clerked for Judge Pamela K. Chen of the Eastern District of New York. She graduated from New York University School of Law, where she served as Editor-in-Chief of the N.Y.U. Law Review (Vol. 93-94) and as a summer intern in the Civil Division of the U.S. Attorney's Office, Southern 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. She was a San Francisco-based Coro Fellow in Public Affairs from 2012-13 and a 2019 FASPE Law Fellow in professional ethics.

**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

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**Patrick Andrews**

**Associate**

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Patrick Andrews is an Associate 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 proposed 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