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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

GOVERNMENT ACCOUNTABILITY &
OVERSIGHT,

Plaintiff/Petitioner,

v.

CALIFORNIA DEPARTMENT OF JUSTICE,

Defendant/Respondent.

Case No.: **25CV030947**

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
VERIFIED PETITION FOR WRIT OF
MANDATE FOR VIOLATIONS OF THE
CALIFORNIA PUBLIC RECORDS ACT
AND CALIFORNIA CONSTITUTION,
ART. I, §3, WITH EXHIBITS A & B**

[Gov. Code §7920.000 *et seq.*; Cal. Const.,
art. I, §3; Code Civ. Proc. §§1060, 1085]

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1 **PARTIES**

2 6. Plaintiff GAO is a Wyoming nonprofit organization that pursues and supports
3 litigation to ensure that governmental entities at state, local, and federal levels comply with their
4 sunshine and transparency obligations under open records laws.

5 7. GAO is a “member of the public” under Government Code §§ 7920.515, 7920.520.

6 8. DOJ is a state agency subject to the CPRA. Gov. Code §§ 7920.525(a); 7920.540(a).

7 **BACKGROUND**

8 9. GAO’s requests for public records focus on DOJ’s efforts to coordinate with
9 environmental pressure groups (and agents of the foreign interests funding at least some of those
10 groups) to pursue litigation attacking the oil and gas industry, which included spending millions of
11 dollars in public funds to retain outside litigation counsel.¹

12 10. On September 15, 2023, DOJ filed a lawsuit against five oil and gas companies
13 (ExxonMobil, Shell, Chevron, ConocoPhillips, and BP) and the American Petroleum Institute. The
14 seven-count 135-page complaint claims that the oil and gas industry misled the public about the link
15 between fossil fuels and climate change. DOJ’s lawsuit has been joined with eight long-running
16 lawsuits brought by counties and municipalities into a consolidated proceeding. *Fuel Industry*
17 *Climate Cases*, San Francisco Super. Ct. No. CJC-24-005310. Respondent claims that this lawsuit
18 is “one of the largest, most high-profile, and most significant cases the Department of Justice has
19 ever litigated.”²

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22 ¹ See, e.g., Mulder, *Lawyer Behind Colorado Climate Suit Says the Quiet Part Out Loud: Litigation*
23 *Is a Tax on Oil Companies and Consumers*, National Review (October 20, 2025),
24 [https://www.nationalreview.com/news/lawyer-behind-colorado-climate-suit-says-the-quiet-part-](https://www.nationalreview.com/news/lawyer-behind-colorado-climate-suit-says-the-quiet-part-out-loud-litigation-is-a-tax-on-oil-companies-and-consumers/)
25 [out-loud-litigation-is-a-tax-on-oil-companies-and-consumers/](https://www.nationalreview.com/news/lawyer-behind-colorado-climate-suit-says-the-quiet-part-out-loud-litigation-is-a-tax-on-oil-companies-and-consumers/); Press Release, *Attorney General*
26 *Bonta Sues ExxonMobil for Deceiving the Public on Recyclability of Plastic Products*, Cal. Dep’t of
27 Justice (September 23, 2024), [https://oag.ca.gov/news/press-releases/attorney-general-bonta-sues-](https://oag.ca.gov/news/press-releases/attorney-general-bonta-sues-exxonmobil-deceiving-public-recyclability-plastic)
28 [exxonmobil-deceiving-public-recyclability-plastic](https://oag.ca.gov/news/press-releases/attorney-general-bonta-sues-exxonmobil-deceiving-public-recyclability-plastic).

² March 20, 2025 letter from Laura J. Zuckerman, Supervising Deputy Attorney General, to
Katherine Regan, Director of Labor Relations regarding employment of outside counsel in *People*
of the State of California ex rel. Rob Bonta, Attorney General of California v. Exxon Mobil
Corporation et al. (San Francisco Superior Court, Case No. CJC-24-005310), online at
[https://climatelitigationwatch.org/wp-content/uploads/2025/11/CASE-request-for-judicial-](https://climatelitigationwatch.org/wp-content/uploads/2025/11/CASE-request-for-judicial-notice.pdf)
[notice.pdf](https://climatelitigationwatch.org/wp-content/uploads/2025/11/CASE-request-for-judicial-notice.pdf).

1 11. To support DOJ’s in-house litigation efforts, the agency entered into a September
2 2023 contract with Lieff, Cabraser, Heimann & Bernstein, LLP, which called for the state to pay the
3 firm \$1.5 million over an initial ten-month period. DOJ supplemented its outside representation in
4 spring 2025 by retaining Sher Edling LLP to join Lieff Cabraser on the case. DOJ’s decision to
5 divert millions of dollars to outside counsel rather than relying on the hundreds of attorneys
6 employed by the agency led to a lawsuit by the in-house attorneys’ public sector union. *California*
7 *Attorneys, Administrative Law Judges and Hearing Officers in State Employment v. California State*
8 *Personnel Board*, Sacramento Cnty. Super. Ct. No. 25WM000029.³

9 12. On September 23, 2024, DOJ launched a second massive lawsuit, this time targeting
10 ExxonMobil’s advanced recycling operations. *People v. Exxon Mobil Corp.*, S.F. Super. Ct. No.
11 CGC-24-618323. The six-count complaint spans 479 paragraphs across 147 pages, asserting wide-
12 ranging claims stemming from DOJ’s contention that ExxonMobil had misled the public on plastics
13 recyclability thereby damaging California’s communities and the State’s environment.

14 13. The same day DOJ filed its plastics challenge, several environmental pressure
15 groups—Sierra Club, Surfrider Foundation, Heal the Bay, and Baykeeper—filed a case asserting
16 substantially similar claims attacking ExxonMobil’s advanced recycling operations. *Sierra Club,*
17 *Inc. v. Exxon Mobil Corp.*, S.F. Super. Ct. No. CGC-24-618321.⁴ The timing of these suits is no
18 coincidence. DOJ coordinated its filing with the pressure groups and held a joint press conference
19 on filing day to promote the litigation.

20 14. ExxonMobil has since sued Attorney General Bonta, Sierra Club, Surfrider, Heal the
21 Bay, and Baykeeper for disparagement, defamation, tortious interference, and civil conspiracy
22 arising out of the coordinated smear campaign against the company. *Exxon Mobil Corp. v. Bonta,*
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24 ³ CASE (the union) noted that DOJ’s contract with Lief Cabraser “has been amended several times,
25 increasing both the length of the contract and the fees charged by the outside law firm.” Petitioner’s
26 Opening Brief at 3 n.2, *CASE v. Cal. State Personnel Bd.* (April 23, 2025); *see also* Clark, *California*
27 *AG is sued by his office’s lawyers for outsourcing climate case*, E&E News (June 20, 2025),
28 <https://www.eenews.net/articles/california-ag-is-sued-by-his-offices-lawyers-for-outsourcing-climate-case/>.

⁴ The pressure groups’ lawsuit was removed to federal court. *Sierra Club, Inc. v. Exxon Mobil Corp.*, N.D. Cal. No. 3:24-cv-7288.

1 N.D. Tex. No. 1:25-cv-11 (filed January 6, 2025). As laid out in ExxonMobil's complaint, the
2 Attorney General worked with the environmental pressure groups and foreign interests controlled
3 and funded by Australian mining billionaire (and anti-fossil-fuels activist) Andrew Forrest to attack
4 America's oil-and-gas industry to further Forrest's competing business interests.

5 15. The pressure groups are represented by Cotchett, Pitre & McCarthy, LLP, whose
6 efforts are also funded by Forrest. Along with his mining company (Fortescue Metals Groups),
7 Forrest controls the Intergenerational Environment Justice Fund (IEJF) and a philanthropic
8 subsidiary (the Minderoo Foundation). Among other things, ExxonMobil alleges that IEJF hired
9 Cotchett, Pitre & McCarthy, LLP to pursue the plastics litigation on behalf of the environmental
10 pressure groups; that Cotchett's ties to Forrest's business interests required several of the firm's
11 partners to register as foreign agents with the U.S. Department of Justice; and that the firm's
12 attorneys donated tens of thousands of dollars to Bonta's political campaign.⁵

13 16. GAO brings this lawsuit to compel DOJ to comply with its obligation to release
14 public records concerning these matters of intense public interest. The requests at issue here seek
15 nonprivileged documents concerning various aspects of DOJ's controversial war on the oil and gas
16 industry.

17 **JULY 22, 2024 REQUEST (DOJ Communications With or About Media)**

18 17. On July 22, 2024, Petitioner submitted a targeted CPRA request to DOJ seeking email
19 correspondence of three individuals during only a 30-day period in the month of April 2024. The
20 three individuals were: Bethany Lesser and Joanne Adams (the Director and Deputy Director of
21 Communications, respectively, for Attorney General Bonta) and Tara Gallegos (another spokesman
22 for Attorney General Bonta). The emails requested were those that included the email domain of one
23 or more of three media outlets (Politico, Reuters, and the San Francisco Chronicle). April 2024 was
24 the month that Attorney General Bonta arranged for and then abruptly canceled a trip to an
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26 ⁵ See Complaint, *Exxon Mobil Corp. v. Bonta*, E.D. Tex. No. 1:25-cv-11 (ECF 1, January 6, 2025);
27 Opposition to Defendant Bonta's Motion to Dismiss, *Exxon Mobil Corp. v. Bonta*, E.D. Tex. No.
28 1:25-cv-11 (ECF 95, June 16, 2025); Opposition to Defendants' Motions to Dismiss, *Exxon Mobil*
Corp. v. Bonta, E.D. Tex. No. 1:25-cv-11 (ECF 96, June 16, 2025); Opposition to the NGO
Defendants' Motions to Dismiss (ECF 97, June 16, 2025).

1 international conference in Ottawa concerning efforts to arrive at a global plastics treaty that would
2 drastically reduce production of plastics, at which, Petitioner states on information and belief, Mr.
3 Bonta had planned to announce a lawsuit against industry. A true and correct copy of the request is
4 attached as **Exhibit 1**.

5 18. After assigning this request number PRR # 2024-01846, on September 6, 2024,
6 Respondent released 37 documents, bearing Bates numbers AG00000001–AG00000126.” Three of
7 these documents included emailed questions from media concerning DOJ’s plastics investigation,
8 but everything else in these documents was redacted. GAO challenges those redactions here. DOJ
9 has provided no support for any privilege claim, and the context indicates that the redacted portions
10 included (or may have included) responses to the media, which plainly are not privileged.

11 19. According to its cover letter, DOJ also withheld an unstated number of other records
12 invoking confidentiality privileges under Government Code § 7927.705, attorney-client privilege
13 under Evidence Code § 954, and Code of Civil Procedure § 2018.030 (attorney work product), and/or
14 under the deliberative process exemption under Government Code § 7922.000).⁶ GAO contests the
15 withholding of these documents.

16 20. Under Section 7922, DOJ “shall justify withholding any record by demonstrating that
17 the record in question is exempt” under the attorney-client and work product exemptions. Beyond
18 simply reciting the standard and asserting that an unspecified number of public records were being
19 withheld on attorney-client and work product grounds, DOJ offered no explanation to “justify” its
20 claims. Given the thrust of the request here—communications between government communications
21 employees and media—it is entirely unclear how communications with or about explanations being
22 provided to outside media could possibly fall within the attorney-client privilege or work product
23 doctrine.

24 21. As for its deliberative process claim, under Section 7922, DOJ “shall” also “justify
25 withholding any record [on that basis] by demonstrating that the record in question . . . that on the
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27 ⁶ On September 7, 2024, Petitioner requested the Respondent inform Petitioner if any records were
28 withheld in full and, if so, how many and on what basis. Respondent declined to provide any of the
requested information.

1 facts of the particular case the public interest served by not disclosing the record clearly outweighs
2 the public interest served by disclosure of the record.” Again, DOJ recited the standards but failed
3 to “justify” withholding documents on deliberative process grounds, and it is difficult to conceive
4 how internal discussions about media requests constitute deliberative process material.

5 22. Alternatively, even if a claimed privilege or exemption might apply in part, Petitioner
6 alleges that Respondent has failed to properly segregate and provide purely factual information
7 which it is lawfully required to produce. A true and correct copy of Respondent’s September 6, 2024,
8 Letter is attached as **Exhibit 2**.

9 **JANUARY 10, 2025 REQUEST (DOJ Communications with Pressure Groups)**

10 23. On January 10, 2025, GAO submitted a CPRA request to DOJ seeking
11 correspondence of Attorney General Bonta and two DOJ officials with environmental pressure
12 groups over the eleven-month period from November 1, 2023, through September 30, 2024.
13 Specifically, GAO sought records that were sent to or from the DOJ officials that included anywhere
14 the email domain of (a) one or more of four pressure groups that filed the plastics lawsuit in
15 Sacramento Superior Court in September 2024 (Surfrider Foundation, Heal the Bay, Baykeeper, and
16 Sierra Club), or (b) Rachel Rothschild, a University of Michigan law professor who regularly
17 advocates on behalf of environmental pressure groups in pursuing climate change initiatives; she
18 has also worked with California officials to enact so-called “climate superfund” legislation. A true
19 and correct copy of the request is attached as **Exhibit 3**.

20 24. After assigning this request number PRR # 2025-00066, DOJ wrote to GAO on
21 February 4, 2025, stating that “the Department located records that are responsive to your request
22 but are exempt from disclosure under the PRA,” citing to work product and attorney-client
23 privileges. DOJ did not identify how many responsive documents existed. DOJ asserted that, “[i]n
24 some instances, confidential materials were exchanged with one or more third parties in furtherance
25 of common legal interests and fall within the scope of the common interest doctrine, which preserves
26 the confidentiality of protected materials that are shared among parties whose interests are aligned
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on a particular matter,” and that some withheld records are investigative files and/or deliberative process privileged information. A true and correct copy of that Letter is attached as **Exhibit 4**.

25. The letter also stated that DOJ “is continuing to gather and review additional records that are potentially responsive to your request.”

26. On February 25, 2025, DOJ sent a follow-up letter stating that, “[s]ince our prior correspondence, the Department completed its search and review and did not locate any responsive email communications between Attorney General Bonta, Jessica Gordon, or Heather Lewis and Rachel.Rothschild@gmail.com, @surfrider.org, @healthebay.org, @baykeeper.org, and/or @sierraclub.org. We did locate additional emails containing one or more of those email domains either in an attachment to an email or in an earlier-in-time email within an email thread, but those emails and attachments are exempt from disclosure under the PRA for reasons stated in the Department’s February 4, 2025 letter. Certain emails are additionally exempt pursuant to Government Code section 7928.000, which exempts from disclosure ‘correspondence of and to the Governor or employees of the Governor’s office[.]’ No responsive, non-exempt records were located.” A true and correct copy of that letter is s attached as **Exhibit 5** hereto.

27. DOJ invoked and recited CPRA exemptions to withhold information but did not justify its invocation of privilege or how its use of exemptions under the statute apply to the unstated number of withheld-in-full records at issue. DOJ has failed to meet its burden of proving that an exemption to disclosure applies and, even if a privilege or exemption might apply in part, DOJ has failed to properly segregate and provide such public records which it is lawfully required to produce.

JANUARY 24, 2025 REQUEST (Lieff Cabraser Agreement(s) and Related Documents)

28. On January 24, 2025, GAO submitted a CPRA request to DOJ seeking any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into in 2023 with Lieff Cabraser in connection with the *Fuel Industry Climate Cases*. This request also sought any public records completed pursuant to the Government Code and related regulations governing contracting outside of the civil

1 service system concerning DOJ’s efforts to obtain approval for retaining Lieff Cabraser as outside
2 counsel.⁷ A true and correct copy of the January 24, 2025, Request is attached as **Exhibit 6**.

3 29. On March 21, 2025, after assigning this request number PRR # 2025-00191 and
4 taking an extension of time to respond, Respondent disclosed what it described as “the contract
5 requested in Item 1 of [the] records request.” A true and correct copy of that contract is attached as
6 **Exhibit 7**.

7 30. On July 18, 2025, after requests by Petitioner for a response to ‘Item 2’ of its
8 request—the required paperwork for entering such personal services contracts—Respondent
9 disclosed what it described as “a document responsive to Item 1 of your request.” A true and correct
10 copy of that document is attached as **Exhibit 8**. The two records produced had signatures redacted,
11 which redactions GAO does not challenge in this action.

12 31. DOJ also noted in a July 2025 letter that it “ha[d] identified other records that are
13 responsive to your request. A true and correct copy of that document is attached as **Exhibit 9**.
14 However, all additional records identified are exempt from disclosure pursuant to” the deliberative
15 process, attorney-client, and/or work product privileges, and/or that the records relate to pending
16 litigation to which the public agency is a party where the pending litigation has not been adjudicated
17 or otherwise settled.

18 32. After GAO requested, in both March and July 2025, confirmation whether DOJ had
19 provided any records responsive to ‘Item 2’ of its request, and further details of which part of GAO’s
20 request yielded records which were withheld in full, on August 28, 2025, DOJ stated that “the record
21 disclosed on July 18, 2025 may be considered responsive to both Items 1 and 2 of your request. For
22 the reasons stated in its July 18, 2025, correspondence, the Department is withholding attorney work
23 product and attorney-client privileged records that may be considered responsive to either Item 1 or
24 2 of your request.” A true and correct copy of that letter is attached as **Exhibit 10**. And DOJ did not
25 identify or produce any records reflecting subsequent amendments to or extensions of its initial
26 September 2023 agreement with Lieff Cabraser, which was limited to an initial ten-month term.

27 ⁷ See Gov. Code § 19130.
28

1 33. By this action GAO challenges all withholdings in full responsive to “either Item 1
2 or Item 2 of” its January 24, 2025 request. Respondent has failed to meet its burden of proving that
3 an exemption to disclosure applies and, even if a privilege or exemption might apply in part,
4 Respondent has failed to properly segregate and provide such public records which it is lawfully
5 required to produce.

6 **JUNE 4, 2025 REQUEST (Sher Edling Agreement(s) and Related Documents)**

7 34. On June 4, 2025, GAO submitted a CPRA request to DOJ seeking any common
8 interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer
9 agreement and/or engagement agreements, entered into by the Office in 2025 with Sher Edling in
10 connection with the *Fuel Industry Climate Cases*. This request also sought any public records
11 completed pursuant to the Government Code and related regulations governing contracting outside
12 of the civil service system concerning DOJ’s efforts to obtain approval for retaining Sher Edling as
13 outside counsel. A true and correct copy of the January 3, 2024, Request is attached as **Exhibit 11**.

14 35. On July 24, 2025, after assigning this request number PRR # 2025-00191 DOJ
15 produced two records. Although the two records produced reflect the same Departmental form
16 identification number as those released pertaining to Lief Cabraser, both of these Sher Edling records
17 were heavily redacted. DOJ redacted portions of the records it produced in response to this request
18 which it did not redact in the case of the Lieff Cabraser records. Among the redacted portions include
19 the Agreement Outline, end date of the contracted work, budget limit, “Statement of Work,”
20 “Additional Tasks/Deliverables,” and hourly rates paid to the Sher Edling attorneys. Sher Edling’s
21 hourly attorney rates under this agreement, according to a media report,⁸ approximate the hourly
22 rates paid to Lieff Cabraser paralegals under DOJ’s agreement with the Lieff Cabraser firm, despite
23 DOJ defending its engagement of outside counsel on the grounds that the lawyers are of such a
24 highly specialized or technical nature that the necessary expert knowledge, experience, and ability
25 are not available through the civil service system. True and correct copies of those records as
26 released are attached as **Exhibits 12 and 13**.

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28 ⁸ See Clark, *supra*, California AG is sued by his office’s lawyers.

36. Also, DOJ's cover letter did not detail what other records are responsive but only that some exist, and set forth the Department's claimed bases for the numerous redactions, as follows:

The Department... has located records responsive to this request, some of which are being produced with this letter. Certain responsive documents and material contained in the documents that are being produced are exempt from disclosure under California Government Code Section 7927.200. These records relate to matters in active litigation and for which outside counsel has been engaged. Disclosure of such information at this time would be injurious to the Department or its clients. Such material is being redacted from the documents being produced and other records are being withheld from production based on this exemption.

Some responsive records, and material contained in the records being produced, are also protected from disclosure by the attorney client privilege and/or the attorney work product doctrine – see, California Code of Civil Procedure section 2018.030, and California Evidence Code sections 175, 950, and 953-954. These protections from disclosure are incorporated into the PRA by Government Code section 7927.705. Such material is being redacted from the documents being produced and other records are being withheld from production based on these exemptions.

In addition, there are responsive documents that are being withheld or produced with redactions based on the deliberative process privilege and the balancing test under California Government Code section 7922.000. Internal discussions and exchanges regarding the hiring of outside counsel and the qualifications of potential counsel to assist with specific litigation are deliberative by nature and revealing such deliberation would expose the decision-making process of the Department in such a way as to discourage candid discussion within the Department thereby undermining the Department's ability to effectively hire outside counsel and the managing its litigation. Thus, the public interest in withholding such records from disclosure outweighs the public interest in disclosing such records."

37. A true and correct copy of that Letter is attached as **Exhibit 14**.

38. By this action GAO challenges the redactions and DOJ's withholding of documents. DOJ has failed to meet its burden of proving that an exemption to disclosure applies and, even if a privilege or exemption might apply in part, Respondent has failed to properly segregate and provide such public records which it is lawfully required to produce.

JUNE 6, 2025 REQUEST (DOJ Communications with Environmental Pressure Groups)

39. On June 6, 2025, GAO submitted a CPRA request to DOJ seeking correspondence between four members of the Attorney General's communications staff and the four environmental pressure groups during the three-month period surrounding the September 2024 filing of the plastics lawsuit (between August 1, 2024 and October 31, 2024).

40. A true and correct copy of this Request is attached as **Exhibit 15**.

1 41. On June 16, 2025, Respondent assigned this request number PRA #2025-01369, and
2 requested Petitioner clarify the request, specifically the further narrowing Petitioner had included to
3 limit the number of potentially responsive records.

4 42. On June 20, 2025, Petitioner wrote to Respondent providing the requested
5 clarification. A true and correct copy of this June 20, 2024, letter is attached as **Exhibit 16**.

6 43. Petitioner wrote to Respondent seeking an update on the status of processing the
7 request and/or the Office's intentions regarding doing so, on July 17, 2025, August 13, 2025,
8 September 16, 2025, and October 17, 2025.

9 44. As of the filing of this Petition, DOJ has ignored this request. DOJ has not replied to
10 the request or any of GAO's follow-up efforts to determine whether it will respond. This total failure
11 to respond violates the CPRA. DOJ should be compelled to respond to the request and produce all
12 responsive, nonprivileged public records or segregable parts thereof.

13 **OCTOBER 24, 2025, REQUEST (Public Records Concerning Cotchett, Pitre & McCarthy)**

14 45. On October 24, 2025 Petitioner submitted a CPRA request to DOJ seeking certain
15 described correspondence relevant to the January 10, 2025 and June 6, 2025 requests, specifically,
16 certain correspondence with Cotchett, Pitre & McCarthy, which filed a tag-along lawsuit against
17 ExxonMobil in conjunction with the State's plastics case. As detailed above, Cotchett's work is
18 being financed through Australian Andrew Forrest and/or organizations he controls and the firm's
19 ties to Forrest's business interests required several of the firm's partners to register as foreign agents.

20 46. A true and correct copy of this Request is attached as **Exhibit 17**.

21 47. On November 6, 2025, DOJ assigned this request number PRA #2025-02577, and
22 extended the date for responding to this request to November 17, 2025.

23 48. When that date passed without a response, on November 18, 2025, GAO requested
24 that DOJ respond to the request.

25 49. On November 19, 2025, DOJ denied GAO's request by withholding all responsive
26 records, in full, citing to the deliberative process, confidentiality, attorney-client and work product
27 privileges. A true and correct copy of this response is attached as **Exhibit 18**.

1 50. DOJ has failed to meet its burden of proving that an exemption to disclosure applies
2 and, even if a privilege or exemption might apply in part, DOJ has failed to properly segregate and
3 provide such public records which it is lawfully required to produce.

4 **CLAIMS FOR RELIEF**

5 **FIRST CAUSE OF ACTION**

6 **Writ of Mandate (Gov. Code §7923.000; Code Civ. Proc. §1085)**

7 **Violation of Gov. Code §7920.000, et seq., and Cal. Const. art. I, §3(b)**

8 51. GAO incorporates the foregoing paragraphs as though set forth here in full.

9 52. The CPRA declares that “access to information concerning the conduct of the
10 people’s business is a fundamental and necessary right of every person in this state.” Gov. Code
11 section 7921.000. The CPRA’s emphasis on open government is enshrined in the California
12 Constitution, which provides: “The people have the right of access to information concerning the
13 conduct of the people’s business, and, therefore, ... the writings of public officials and agencies shall
14 be open to public scrutiny.” Cal. Const., art. I, § 3(b)(1).

15 53. As the California Supreme Court has explained, “[p]ublic access laws serve a crucial
16 function. Openness in government is essential to the functioning of a democracy. ‘Implicit in the
17 democratic process is the notion that government should be accountable for its actions. In order to
18 verify accountability, individuals must have access to government files. Such access permits checks
19 against the arbitrary exercise of official power and secrecy in the political process.’” *City of San*
20 *Jose v. Super. Ct.*, 2 Cal. 5th 608, 615 (2017) (quoting *Int’l Fed’n of Prof’l and Techn. Eng’rs v.*
21 *Super. Ct.*, 42 Cal. 4th 319, 328–29 (2007)).

22 54. “The [CPRA] and the California Constitution provide the public with a broad right
23 of access to government information. ... Modeled after the federal Freedom of Information Act (5
24 U.S.C. §522 et seq.), the [CPRA] was enacted for the purpose of increasing freedom of information
25 by giving members of the public access to records in the possession of state and local agencies. Such
26 ‘access to information concerning the conduct of the people’s business,’ the Legislature declared,
27 ‘is a fundamental and necessary right of every person in this state.’” *L.A. Cty. Bd. of Supervisors v.*

1 *Super. Ct.*, 2 Cal. 5th 282, 290 (2016) (citations omitted). The “CPRA establishes a basic rule
2 requiring disclosure of public records upon request. In general, it creates ‘a presumptive right of
3 access to any record created or maintained by a public agency that relates in any way to the business
4 of the public agency.’” *City of San Jose*, 2 Cal. 5th at 616 (citation omitted). In short, the presumption
5 is that “all governmental records are available to any person” unless the agency demonstrates that
6 nondisclosure is warranted. *ACLU of N. Cal. v. Super. Ct.*, 202 Cal. App. 4th 55, 85 (2011); *see also*
7 Gov. Code § 7922.000(a).

8 55. GAO’s CPRA requests describe public records as defined by the CPRA.

9 56. As set forth above, DOJ has failed to fulfill its obligations under the CPRA and the
10 California Constitution to produce public records responsive to GAO’s CPRA requests.

11 57. GAO is thus entitled to enforce its rights under California’s public records laws
12 through a petition for writ of mandate. Gov. Code §7923.000 (CPRA); Code Civ. Proc §1085
13 (California Constitution).

14 58. Issuance of a writ of mandate compelling DOJ to perform its duties under the CPRA
15 and the California Constitution is required because there exists no plain, speedy, and adequate
16 remedy in the ordinary course of law that would protect the Petitioner’s rights and interest to the
17 information sought here

18 **SECOND CAUSE OF ACTION**

19 **Declaratory and Injunctive Relief (Gov. Code §7923.000; Code Civ. Proc. §1060)**

20 **Violation of Gov. Code §7920.000, et seq., and Cal. Const. art. I, §3(b)**

21 59. GAO incorporates the foregoing paragraphs as though set forth here in full.

22 60. GAO is entitled to enforce its rights under California’s public records laws through a
23 proceeding for declaratory or injunctive relief. Gov. Code §7923.000 (CPRA); Code Civ. Proc
24 §1060 (California Constitution); *see also Knox v. Wolfe*, 73 Cal. App. 2d 494, 505 (1946) (“In an
25 action for declaratory relief an injunction ancillary to the relief sought is appropriate and may issue
26 to preserve the rights of the parties.”).

27 61. GAO’s CPRA requests describe public records as defined by the CPRA.

62. DOJ is obligated to respond to requests for public records and to search for and disclose all nonexempt records pursuant to the California Public Records Act, Gov. Code § 7920.000 et seq., and Article I, § 3 of the California Constitution.

63. DOJ has violated the CPRA by not making the responsive and non-exempt documents and writings available promptly. This violation constitutes a delay and obstruction GAO's public records request in violation of the CPRA

64. GAO is entitled to a declaration that DOJ has violated the CPRA and California Constitution by failing to produce public records responsive to GAO's CPRA requests and an injunction compelling DOJ to immediately search for and produce all responsive records.

PRAYER FOR RELIEF

GAO prays for judgment as follows:

A. For issuance of a peremptory writ of mandate directing DOJ to immediately disclose and produce to GAO all requested public records.

B. In the alternative, for issuance of an order to DOJ to show cause why the Court should not issue such a writ, and thereafter for a peremptory writ compelling DOJ to perform its public duty as set for the above.

C. For a declaration that GAO's requests sought records subject to mandatory disclosure; that GAO's requests imposed a duty upon DOJ to promptly provide public and non-exempt records in response; that DOJ failed to satisfy its duty by withholding non-exempt records; and that DOJ's conduct denying access to disclosable public records violates the California Constitution Article 1, Section 3, and Government Code § 7921.000 *et seq.*

D. For an injunction requiring DOJ to produce all non-exempt, requested public records;

E. For nominal damages.

F. For attorney's fees and costs under Gov. Code §7923.115(a), Code Civ. Proc. §1021.5, and any other applicable law.

G. For such and further relief as the Court deems just and proper.

1 Dated: December 22, 2025

BENBROOK LAW GROUP, PC

2
3 By s/ Bradley A. Benbrook
4 BRADLEY A. BENBROOK
5 Attorneys for Plaintiff/Petitioner
6 Government Accountability & Oversight
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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Matthew D. Hardin

EXHIBIT 1

CALIFORNIA PUBLIC RECORDS REQUEST

July 22, 2024

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain April 2024 correspondence with Reuters, Politico, SF Chronicle

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public Records Act §§ 6250 *et seq.*, please provide copies of all correspondence, and any accompanying information¹, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Bethany Lesser**, ii) **Tara Gallegos**, and/or iii) **Joanne Adams**, that b) includes *anywhere*, in any field or the body of an email/email 'thread' or any attachment thereto, i) **@reuters.com**, ii) **@sfchronicle.com**, and/or iii) **@politico.com** and is c) dated from **April 1, 2024 through April 30, 2024**.² The preceding search terms are not case sensitive.

¹ See discussion of SEC Data Delivery Standards, *infra*.

² To further (and likely substantially) narrow this request, please treat as non-responsive any compilations of publicly available news reports and any publicly available documents not created by the U.S. Government, such as mass-distribution emails from news media; please also treat as non-responsive all other otherwise responsive correspondence from an address that is not a *named individual*.

We request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We request that the Office conduct a non-conflicted search, as necessary to fulfill its obligation to conduct a reasonable search. A non-conflicted and therefore proper processing of this request does not merely entail asking the employee named in the request if they possess responsive information. We request that the Office assert in its response whether that response is based on a search conducted by the staff identified in the request, or by another party.

In the event that the Office's custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We request entire "threads" of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is

made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO requests records on your system, e.g., its backend logs, and does not seek only those records which survive on an employee's own machine or account. We do not demand your office produce requested information in any particular form, instead we request records in their **native format**, with specific reference to the U.S. Securities and Exchange Commission Data Delivery Standard. The covered information we seek is electronic information, this includes electronic records, and other public information.

GAO looks forward to your response. In the event you have any questions, please feel free contact me at the below email address. Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 2



C A L I F O R N I A
DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

455 GOLDEN GATE AVENUE, SUITE 11000
SAN FRANCISCO, CA 94102-7004

Telephone: (415) 510-3467
E-Mail: Mayara.Sa@doj.ca.gov

September 6, 2024

Via Email

Joe Thomas
Joe@govoversight.org

RE: Public Records Act Request; DOJ No. 2024-01846

Dear Joe Thomas:

This letter is in response to your public records request received by the California Department of Justice (Department) on July 22, 2024, in which you sought records pursuant to the California Public Records Act. (Gov. Code, § 7920.000 et seq.) Specifically, you requested:

*please provide copies of all correspondence, and any accompanying information, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Bethany Lesser**, ii) **Tara Gallegos**, and/or iii) **Joanne Adams**, that b) includes anywhere, in any field or the body of an email/email 'thread' or any attachment thereto, i) **@reuters.com**, ii) **@sfchronicle.com**, and/or iii) **@politico.com** and is c) dated from **April 1, 2024 through April 30, 2024**.*

On August 1, 2024, the Department provided notice that it identified responsive records for your request and anticipated providing records on or around August 23, 2024.

The Department has conducted a reasonable search of its files and has identified non-exempt records responsive to your request, which are available to download for the next seven days from File eXchange, our secure file transfer protocol site. Please be advised that the Department has redacted from the responsive records personal identifying information (e.g., non-commercial, personal email addresses) from the records based on considerations of privacy. (Cal. Const., art. I, § 1, as incorporated into Gov. Code, § 7927.705; Gov. Code, § 7922.000.) Portions of the records we are producing have also been redacted based on the exemptions discussed in the following paragraphs.

Please note that we have redacted or withheld some of the records that you are seeking pursuant to the attorney-client privilege and attorney work product exception. Government Code section 7927.705 incorporates confidentiality privileges set forth elsewhere in law. The attorney-client privilege is contained in Evidence Code section 954 and protects confidential communications between the attorney and the client. Government Code section 7927.705 expressly exempts from disclosure matters privileged under the Evidence Code, which includes the attorney-client privilege. (*Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 370.) The

Department's attorneys provide legal advice to the Attorney General and his designees. Such communications are subject to the attorney-client privilege and exempt from disclosure under the Public Records Act.

Responsive records have also been redacted or withheld based on Code of Civil Procedure section 2018.030, which exempts from disclosure the work product of an attorney. The attorney work product exception exempts from disclosure any writing that reflects an attorney's impressions, conclusions, opinions, legal research or legal theories that are maintained as confidential. It also is incorporated into the Public Records Act by Government Code section 7927.705. (*County of Los Angeles v. Superior Court* (2000) 82 Cal.App.4th 819, 833.) Under the attorney work-product exception, records such as confidential analyses, draft language and memoranda prepared by the attorneys employed with the Attorney General's Office are exempt from disclosure under the Public Records Act.

Finally, responsive records have been redacted or withheld based on the deliberative process exemption, which protects materials that would expose an agency's decision-making process in such a way as to discourage candid discussion within the agency and thereby undermine its ability to perform its functions. (Gov. Code, § 7922.000.) Even if the content of a document is purely factual, it is nonetheless exempt from public scrutiny if it is actually related to the process by which policies are formulated or, if it is inextricably intertwined with policymaking processes. (*Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325.) In the instant case, records such as analyses, draft language, memoranda concerning the strengths and weaknesses of a particular approach are covered by the deliberative process privilege and, therefore, have been withheld or redacted under Government Code section 7922.000.

This completes the Department's response to your request.

Sincerely,

/s/ Mayara Sá
Deputy Attorney General

For ROB BONTA
Attorney General

EXHIBIT 3

CALIFORNIA PUBLIC RECORDS REQUEST

January 10, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain Correspondence

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public Records Act §§ 6250 *et seq.*, please provide copies of all correspondence, and any accompanying information¹, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Jessica Gordon**, ii) **Rob Bonta** and/or iii) **Heather Lewis** (Deputy Attorney General, Environment Section), that b) includes anywhere, whether as sent to or from or copying (again whether as cc: or bcc:), or otherwise, 1) **Rachel.Rothschild@gmail.com**, 2) **@surfrider.org**, 3) **@healthebay.org**, 4) **@baykeeper.org**, and/or 5) **@sierraclub.org**, and is c) dated from **November 1, 2023 through September 30, 2024**, inclusive.

¹ See discussion of SEC Data Delivery Standards, *infra*.

The preceding search terms are not case sensitive.

- * **To further narrow** our request please **exclude as non-responsive** any records which
- a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);
 - b) do not name any of Gordon, Bonta, and/or Lewis as a direct or copied recipient;
 - c) correspondence that merely receives newsletters or press summaries or ‘clippings’, such as news services, stories or opinion pieces, *from the original source*;
 - d) subscription emails sent from an external party to the three named staff;
 - e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or
 - f) automatically generated emails not sent by a named individual: *e.g. out of office replies*.

We are aware that some records responsive to this request will have more than one of the named officials as parties. **Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.**

However, we do request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We request that the Office conduct a non-conflicted search, as necessary to fulfill its obligation to conduct a reasonable search. A non-conflicted and therefore proper processing of this request does not merely entail asking the employee named in the request if they possess responsive information. We request that the Office assert in its response whether that response is based on a search conducted by the staff identified in the request, or by another party.

In the event that the Office’s custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We request entire “threads” of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO requests records on your system, e.g., its backend logs, and does not seek only those records which survive on an employee's own machine or account. We do not demand your office produce requested information in any particular form, instead we request records in their native form, with specific reference to the U.S. Securities and Exchange Commission Data Delivery Standard. The covered information we seek is electronic information, this includes electronic records, and other public information.

GAO looks forward to your response. In the event you have any questions, please feel free contact me at the below email address. Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 4



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

1300 I STREET, 15TH FLOOR
SACRAMENTO, CA 95814

Public: (916) 445-9555
Telephone: (916) 210-7814
Facsimile: (916) 731-2129
E-Mail: Amaya.RamsayMalone@doj.ca.gov

February 4, 2025

Via E-mail only

Joe Thomas
Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217
joe@govoversight.org

RE: Request No. 2025-00066

Dear Mr. Thomas:

This letter is in response to your recent correspondence dated January 10, 2025, which was received by the California Department of Justice (Department) on January 9, 2025, in which you sought records pursuant to the Public Records Act (PRA), as set forth in Government Code section 7921.000 et seq.

Specifically, you requested that we provide the following:

[C]opies of all correspondence, and any accompanying information, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) Jessica Gordon, ii) Rob Bonta and/or iii) Heather Lewis (Deputy Attorney General, Environment Section), that b) includes anywhere, whether as sent to or from or copying (again whether as cc: or bcc:), or otherwise, 1) Rachel.Rothschild@gmail.com, 2) @surfrider.org, 3) @healthebay.org, 4) @baykeeper.org, and/or 5) @sierraclub.org, and is c) dated from November 1, 2023 through September 30, 2024, inclusive.

You further clarified that certain records, if any exist, should be treated as non-responsive:

To further narrow our request please exclude as non-responsive any records which

- a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);*
- b) do not name any of Gordon, Bonta, and/or Lewis as a direct or copied recipient;*
- c) correspondence that merely receives newsletters or press summaries or 'clippings', such as news services, stories or opinion pieces, from the original source;*
- d) subscription emails sent from an external party to the three named staff;*
- e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or*
- f) automatically generated emails not sent by a named individual: e.g. out of office replies.*

We are aware that some records responsive to this request will have more than one of the named officials as parties. Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.

On January 21, 2025, the Department informed you that additional time was needed to search for potentially responsive records.

Since our prior correspondence, the Department located records that are responsive to your request but are exempt from disclosure under the PRA. Some of those records are exempt from disclosure because they are protected under the attorney-client privilege or the work product doctrine. The PRA incorporates confidentiality privileges set forth elsewhere in law, including the attorney-client privilege contained in Evidence Code section 954, and the work product doctrine set out at Code of Civil Procedure section 2018.030. (Gov. Code, § 7927.705; *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363.) The attorney-client privilege, which protects communications between attorney and client, applies to internal communications prepared by Department attorneys for the purpose of advising the Attorney General or his designees. (Evid. Code, § 954; *Ardon v. City of Los Angeles* (2016) 62 Cal.4th 1176, 1186.) Similarly, the work product doctrine, which protects against disclosure of an attorney's "impressions, conclusions, opinions, or legal research or theories," applies to internal memoranda, drafts, notes, and other records relating to legal matters. (Code Civ. Proc., § 2018.030.) In some instances, confidential materials were exchanged with one or more third parties in furtherance of common legal interests and fall within the scope of the common interest doctrine, which preserves the confidentiality of protected materials that are shared among parties whose interests are aligned on a particular matter. (*Seahaus La Jolla Owners Assn. v. Superior Court* (2014) 224 Cal.App.4th 754, 774.) Attorney-client privileged, work product, and common interest records will not be provided.

Further, some of the records that you are seeking are exempt from disclosure because they are investigative files of the Attorney General. Government Code section 7923.600 expressly exempts from disclosure investigatory and security files of the Attorney General, including complaints about unlawful practices. (See *Williams v. Superior Court* (1993) 5 Cal.4th 337, 354; *Haynie v. Superior Court* (2001) 26 Cal.4th 1061, 1071.) Other records are exempt from disclosure because they are protected under the deliberative process privilege, which exempts from disclosure materials that would expose the Department's decision-making process in such a way as to discourage candid discussion and thereby undermine the Department's ability to perform its functions. (Gov. Code, § 7922.000; *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325, 1340 [explaining that the deliberative process privilege is incorporated into the PRA through Gov. Code, § 7922.000].) In this case, responsive records include internal Department communications reflecting policy deliberations, the public disclosure of which could chill debate and discourage candid discussion at the Department.

The Department is continuing to gather and review additional records that are potentially responsive to your request. If we have documents to produce, we anticipate making an initial production of responsive, non-exempt records on or around February 25, 2025. If we apply any redactions to those records, we will identify the ground(s) for those redactions in correspondence accompanying our production.

Sincerely,

/s/ Amaya Ramsay-Malone

AMAYA RAMSAY-MALONE

Deputy Attorney General

For ROB BONTA
 Attorney General

EXHIBIT 5



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Telephone: (916) 210-6485
E-Mail: Andrew.Day@doj.ca.gov

February 25, 2025

Via Email Only

Joe Thomas
Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
joe@govoversight.org

RE: Public Records Act Request – DOJ No. 2025-00066

Dear Mr. Thomas:

This letter is in further response to a request received by the California Department of Justice (Department) on January 10, 2025, in which you requested records pursuant to the California Public Records Act (Gov. Code, § 7920.000 et seq. [PRA].)

Specifically, you requested the following:

*[P]lease provide copies of all correspondence, and any accompanying information, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Jessica Gordon**, ii) **Rob Bonta** and/or iii) **Heather Lewis** (Deputy Attorney General, Environment Section), that b) includes anywhere, whether as sent to or from or copying (again whether as cc: or bcc:), or otherwise, 1) **Rachel.Rothschild@gmail.com**, 2) **@surfrider.org**, 3) **@healthebay.org**, 4) **@baykeeper.org**, and/or 5) **@sierraclub.org**, and is c) dated from **November 1, 2023 through September 30, 2024**, inclusive. []*

*** To further narrow our request please exclude as non-responsive any records which**

a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);

- b) do not name any of Gordon, Bonta, and/or Lewis as a direct or copied recipient;*
- c) correspondence that merely receives newsletters or press summaries or 'clippings', such as news services, stories or opinion pieces, from the original source;*
- d) subscription emails sent from an external party to the three named staff;*
- e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or*
- f) automatically generated emails not sent by a named individual: e.g. out of office replies.*

On January 21, 2025, the Department informed you that additional time was needed to search for potentially responsive records. On February 4, 2025, the Department responded and confirmed that it had located records that are arguably responsive to your request but also exempt from disclosure under the PRA. For further clarification, those records were identified as responsive because one or more of the email addresses or domains specified in your request ("Rachel.Rothschild@gmail.com," "@surfrider.org," "@healthebay.org," "@baykeeper.org," and/or "@sierraclub.org") appeared in an email attachment or in the body of an email or an email thread. The Department did not locate any emails exchanged directly between those addresses or domains and Attorney General Bonta, Jessica Gordon, or Heather Lewis. The Department informed you that it was continuing to gather and review additional records and would provide a further response on or around February 25, 2025.

Since our prior correspondence, the Department completed its search and review and did not locate any responsive email communications between Attorney General Bonta, Jessica Gordon, or Heather Lewis and Rachel.Rothschild@gmail.com, @surfrider.org, @healthebay.org, @baykeeper.org, and/or @sierraclub.org. We did locate additional emails containing one or more of those email domains either in an attachment to an email or in an earlier-in-time email within an email thread, but those emails and attachments are exempt from disclosure under the PRA for reasons stated in the Department's February 4, 2025 letter. Certain emails are additionally exempt pursuant to Government Code section 7928.000, which exempts from disclosure "correspondence of and to the Governor or employees of the Governor's office[.]" No responsive, non-exempt records were located.

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Joe Thomas
February 25, 2025
Page 3

This completes the Department's response to your request.

Sincerely,

/s/ Andrew Day

ANDREW D. DAY
Deputy Attorney General

For ROB BONTA
Attorney General

AD:

SA2025300003

EXHIBIT 6

CALIFORNIA PUBLIC RECORDS REQUEST

January 24, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain 2023 paperwork

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public Records Act §§ 6250 *et seq.*, please provide copies of:

1. Any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into by your Office in 2023 with Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser);¹
2. Any paperwork completed by your Office in 2023 pursuant to Government Code, Article 4, Personal Services Contracts §§ 19130 – 19135, Personal Services Contracting, California Code of Regulations (Cal. Code Regs.), title 2, section 547.64, and/or otherwise to obtain approval for or to document and/or justify its retention of Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser).

¹ Requester notes in advance that the records requested are not likely to be exempt from production. Numerous states and municipalities have voluntarily released these contracts and others, including most recently the State of New Jersey, have been forced to turn over these same retention agreements under public records laws, and courts have rejected any notion that the agreement between a state and that firm is itself privileged or confidential.

The preceding search terms are not case sensitive.

Please note that this is a discrete request, unrelated to any other request.

In the event that the Office's custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO looks forward to your response. In the event you have any questions, please feel free to contact me at the below email address.

Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 7

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 & Bernstein, LLP

2. The term of this Agreement is:

START DATE

September 5, 2023

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)

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

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Lieff, Cabraser, Heimann & Bernstein, LLP

CONTRACTOR BUSINESS ADDRESS

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

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

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

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment: For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor **in accordance with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **\$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents)** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

Budgeted Line Items

	Record Review, Consultation and other Non-Testimony Services, Travel Time, Deposition, Arbitration, and/or Trial Testimony	See Hourly Rates Listed Below
1.	Partners: Cabraser, Elizabeth J. 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	 \$1,241.00/hour \$1,105.00/hour \$969.00/hour \$858.50/hour \$858.50/hour \$692.75/hour \$671.50/hour \$552.50/hour \$633.25/hour \$654.50/hour \$573.75/hour \$603.50/hour \$599.25/hour
2.	Of Counsel: Arbitblit, Donald C. Drachler, Dan	 \$1,130.50/hour \$969.00/hour
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.	 \$544.00/hour \$544.00/hour \$476.00/hour \$454.75/hour \$454.75/hour \$425.00/hour \$425.00/hour \$399.50/hour
4.	Staff Attorneys	\$446.25/hour

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5.	Paralegals: Archer, Hazel Chen, Sophia Pratt-McCloud, Kenede Lucas, Maxwell Svec, Marissa McCullough, Ryan Anderson, Corrie Kruger, Erik Troxel, Brian Texier, Richard Schneider, Elizabeth	\$433.50/hour \$386.75/hour \$386.75/hour \$416.50/hour \$386.75/hour \$386.75/hour \$433.50/hour \$433.50/hour \$433.50/hour \$433.50/hour \$454.75/hour
6.	Research: Mukerji, Renee Rudnick, Jennifer Belushko-Barrows, Nikki Carnam, Todd Siddiqi, Nabila	\$454.75/hour
7.	Litigation Support	\$454.75/hour
8.	Case-Related Material(s)/Item(s)*	
9.	Case-Related Expenses*	

NOTE: For any services or equipment not listed on this schedule, an amendment must be completed before services can be rendered or equipment added.

***All expenses under this category shall be pre-approved by the assigned DOJ Attorney or other authorized representative prior to Contractor expenditure. See Case-Related Material(s)/Item(s) and Case-Related Expenses below for specific details.**

Case-Related Material(s)/Item(s): Should the Contractor need to acquire/purchase case-related material(s) or other item(s) for testing purposes, prior written authorization must be obtained from **MARI MAYEDA, DAG or other authorized representative, Division of Public Rights, Environment Section**. The Contractor shall include the expense in an itemized monthly invoice. The invoice shall include itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**. The Contractor further understands that once they have been reimbursed for the case-related material(s) or other item(s) they purchased, the material(s)/item(s) becomes the property of the Department of Justice and must be provided to the Deputy Attorney General or designated Department of Justice employee, upon demand or conclusion of the contract.

Case-Related Expenses: Case-related expenses are unanticipated expenses that include, but are not limited to: copies of documents from the court, color photocopies, and express mail delivery charges. For all case-related expenses not specifically stated herein, the Contractor must contact **MARI MAYEDA, DAG or other authorized representative**,

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Case-Related Expenses (Cont.)

Division of Public Rights, Environment Section to ensure the case-related expense(s) is reimbursable and obtain prior written authorization to acquire/purchase. The Contractor shall include the expense in an itemized monthly invoice and shall include all itemized receipts and a copy of the written authorization from **MARI MAYEDA, DAG or other authorized representative**.

Travel and Per Diem (Excluding Travel Time): Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current California Department of Human Resources (CalHR) regulations applicable to State of California non-represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit invoices clearly indicating:

1. Department of Justice as the Customer
2. Company Name and Remittance Mailing Address
3. Agreement Number
4. Agreement Term
5. Invoice Number
6. Invoicing Period
7. Itemized List of Services and Rates
8. Any Applicable Federal and/or State Registration Numbers, Region Codes, etc.
9. Reimbursable Expenditures
10. Total Amount Due

Absence of any of the above listed information or inconsistency of information between contracting documents and invoices may result in your invoice being disputed and returned by Contract Administrator, without payment.

For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage.

Submit invoice(s) in arrears to:

**DEPARTMENT OF JUSTICE
DIVISION OF PUBLIC RIGHTS, ENVIRONMENT SECTION
Attn: MARI MAYEDA, or other authorized representative
1515 CLAY STREET
OAKLAND, CA 94612
Email Address: MARI.MAYEDA@DOJ.CA.GOV**

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Budget Contingency Clause (Cont.)

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made in accordance with the provisions of the California Prompt Payment Act, **Government Code section 927, et seq.** Unless expressly exempt by statute, the Department of Justice will pay the Contractor for services performed to the satisfaction of the Department of Justice, not more than 45 days after receipt by the Department of Justice of a properly submitted undisputed invoice.

Federally Funded Contracts (Applies ONLY to Federally Funded Contracts) All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:

- It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.
- This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the grant fiscal year(s) **N/A** for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.
- The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/OLS/Resources> and click on Standard Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions, except as superseded by other terms or provisions of this Agreement.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A to this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Control and Direction The Department of Justice shall at all times maintain control and direction over the scope of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general scope of the work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement.

Right to Terminate The Department of Justice reserves the right to terminate this Agreement when such termination is in the best interest of the Department of Justice. Such termination is subject to written notice to the Contractor.

Termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- 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.

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

After award of the Agreement, and prior to the commencement of work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Labor Code section 1773.2.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Prevailing Wage Rates and Work Hours (Cont.)

It is hereby mutually agreed that the Contractor shall forfeit to the State **\$0.00** dollars for each day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in execution of the contract for each day during which a worker is required or permitted to labor for more than eight hours in any day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810 – 1815, inclusive.

Contractor and any subcontractor shall keep an accurate payroll records in accordance with Labor Code section 1776. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with Labor Code section 1776.

Employee Benefits (Applies ONLY to Janitorial and Security Guard Services Contracts) The Contractor shall comply with Government Code (GC) section 19134, which requires Contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. The benefit rate is published by the California Department of Human Resources (CalHR) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.calhr.ca.gov.

Recycled Product Content (Applies ONLY to Janitorial, Printing and Parts Cleaning Services Contracts) Janitorial contracts must use janitorial supplies containing recycled paper products only. Printing contracts must use recycled paper only, unless the proposed printing job cannot be done on recycled paper. Contracts involving parts cleaning must use recycled solvents. Contractor must agree to certify in writing, upon completion of performance under the agreement, the minimum percentage, or the exact percentage of post-consumer and secondary materials provided, or used in the services provided the Agreement (PCC 12205). This certification must be under penalty of perjury.

Statements of Economic Interest (Applies ONLY to Personal Service Contracts) Under the Political Reform Act of 1974 (California Government Code Section 81000 et seq.) and the Department of Justice Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this Agreement may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under this Agreement, annually during the term of the Agreement, and within thirty (30) days after the expiration of the Agreement. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.

Disabled Veteran Business Enterprise (DVBE) Program (Applies ONLY to contracts when DVBE participation is mandatory or when a DVBE incentive for DVBE participation was used to award the contract)

(a) Participation

Pursuant to Military and Veterans Code section 999.5, subdivision (g), after being awarded the Agreement, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid or proposal to the state unless a substitution is requested and approved. The Contractor shall request the substitution in writing to the Department of Justice and receive approval from both the Department of Justice and the Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution shall additionally comply with regulations adopted by the Department of General Services.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Disabled Veteran Business Enterprise (DVBE) Program (Cont.)

(b) Certification

The Contractor made a commitment to achieve DVBE participation of zero (0%) percent. Pursuant to Military and Veterans Code section 999.5, subdivision (d), and Government Code section 14841, upon completion of this Agreement, the Contractor, which entered into a subcontract with a DVBE, shall certify to the Department of Justice all of the following:

- (1) The total amount the Contractor received under the Agreement.
- (2) The name and address of the DVBE that participated in the performance of the Agreement and the Agreement number.
- (3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the Agreement and the amount each DVBE received from the Contractor.
- (4) That all payments under the Agreement have been made to the DVBE. Upon request by the Department of Justice, the Contractor shall provide proof of payment for the work.

(c) Payment Withhold (Applies ONLY to Contracts entered into on or after January 1, 2021)

Pursuant to Military and Veterans Code section 999.7, the Department of Justice shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of Military and Veterans Code section 999.5, subdivision (d). If the Contractor fails to comply with the certification requirement, the Contractor shall, after notice, be allowed to cure the defect. If, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the Department of Justice shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

Apprentices Special attention is directed to Labor Code sections 1777.5, 1777.6, 1777.7, and 3070 - 3100 and Title 8 of the California Code of Regulations. Contractor and any subcontractor must, prior to commencement of this Agreement, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the Contractor and subcontractor.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. Contractor and any subcontractor must comply with the requirements of Labor Code section 1777.5 and any related regulations regarding the employment of registered apprentices.

Target Area Contract Preference Act (Applies ONLY if the total amount of this Agreement exceeds \$100,000 and the Contractor was awarded this Agreement based on preference under the Target Area Contract Preference Act)

Contractor agrees to comply with the Target Area Contract Preference Act (TACPA) under Government Code section 4530 et seq. and implementing regulations under California Code of Regulations, title 2, section 1896.30 et seq. Contractor agrees that the Department of Justice, or its delegate, 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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A Champion for Justice

Under Elizabeth J. Cabraser's leadership, Lieff Cabraser has become one of the country's largest law firms serving clients seeking redress for financial and consumer fraud, anti-competitive practices, harmful drugs and products, and illegal employment practices. For four decades, Elizabeth has made sure that our firm remains dedicated to its core values.

Possessing unparalleled expertise in complex civil litigation, Elizabeth has served as court-appointed lead, co-lead, or class counsel in scores of federal multi-district and state coordinated proceedings. These cases include multi-state tobacco, the *Exxon Valdez* disaster, Breast Implants, Fen-Phen (Diet Drugs), Vioxx, Toyota sudden acceleration, numerous securities/investment fraud cases, and Holocaust litigation. Today, Elizabeth serves in court-appointed leadership positions in several of the nation's highest profile civil cases, including serving as Plaintiffs' Co-Lead Counsel in the GM ignition switch defect litigation, as Plaintiffs' Lead Counsel in the Volkswagen "Clean Diesel" and Fiat Chrysler Ecodiesel Emissions MDLs. She is currently immersed in nationwide Opioids litigation. In January 2018, she was appointed to the Plaintiffs' Executive Committee and Settlement Negotiating Committee in the National Prescription Opiates MDL, and earlier this year was appointed Plaintiffs' Lead Counsel in the McKinsey & Co. National Prescription Opiate MDL.

A Pillar of the Plaintiffs' Bar

Elizabeth has been repeatedly recognized as one of the foremost litigators in our nation, including being selected an unprecedented four times as one of the 100 Most Influential Lawyers in America by the *National Law Journal*, which has called her "a pillar of the plaintiffs' bar." She was inducted into the Trial Lawyer Hall of Fame in 2018.

A *Daily Journal* "Top California Woman Lawyer" since 2007, in 2018 *Law360* named her a "Titan of the Plaintiffs Bar, the National Trial Lawyers Association selected her for its National Trial Lawyers Hall of Fame, and *California Lawyer* named her "California Lawyer of the Year" for her work on the Volkswagen "Clean Diesel" Emissions Fraud case. In 2017, Elizabeth received the *National Law Journal's* Lifetime Achievement Award. The award honors an attorney's career-long accomplishments and their impact on the national legal community. Also in 2017, she was named "Plaintiff Attorney of the Year" by *Benchmark Litigation*, which noted that she "is known nationwide

for having handled some of the largest class actions in US history, as well as being one the firm's -- and the country's -- foremost trial lawyers." The publication also named her to its lists for "Top 10 Women in Litigation," "Top 250 Women in Litigation," and "Top 100 Trial Lawyers in America." The *National Law Journal* selected Elizabeth as a 2017 "Energy and Environmental Law Trailblazer," and Chambers and Partners USA named her a "Leader in the Field" for General Litigation (California) and Product Liability (Nationwide).

In 2016, *Benchmark* recognized her as a "Top 10 Female Litigator," noting "Elizabeth Cabraser is one of the best trial lawyers to be found anywhere. She has an unassuming yet massive courtroom presence." Also in 2016, *Law360* named Elizabeth a "Most Valuable Player" in Class Action Law. In 2015, the *National Law Journal* named her as one of the 75 outstanding women lawyers in America. She has been named repeatedly to the *Lawdragon* 500, The Top 100 California Lawyers, and as a "Super Lawyer" in multiple fields.

The *Daily Journal* has described Elizabeth as

"a commanding attorney and a role model for other litigators, especially fellow female lawyers."

Law360 noted in a profile of Elizabeth that

"Her reputation among defense attorneys is that of a formidable opponent who comes to cases thoroughly prepared and can win a Judge's ear."

Commitment to Advancing the Legal Profession and Society

Elizabeth serves on the Executive Committee of the Council of the American Law Institute (ALI) and is an advisor to several ALI projects, including Aggregate Litigation, the Restatement Third, Torts: Liability for Economic Harm. Since 2011, she has served on the Federal Civil Rules Advisory Committee.

Elizabeth has written and spoken extensively on substantive legal issues as well as ones related to the advancement of women in the profession, including for *Trial* magazine, published by the American Association for Justice, a commentary entitled "Where are all the women in the courtroom?"

Elizabeth's dedication to the advancement of civil justice extends beyond cases. She lectures on class action and complex litigation at Berkeley and Columbia Law Schools, has written extensively on these issues, and has also lectured and conducted seminars for the Federal Judicial Center, ALI-ABA, the National Center for State Courts, Vanderbilt University Law School, and the Practicing Law Institute.

In 2010, the American Bar Association Commission on Women in the Profession honored Elizabeth with its Margaret Brent Women Lawyers of Achievement Award. The award recognizes the accomplishments of women lawyers who have excelled in their field and have paved the way to success for other women lawyers. It is regarded by many as the highest honor in the legal profession for women lawyers.

Elizabeth is also a fellow of the American Academy of Arts and Sciences. Many of our nation's most accomplished leaders from academia, the social sciences, the study and practice of law, business, public affairs, the humanities, and the arts are members of the Academy.

Areas of Practice

Consumer Protection, Defective Products, Personal Injury, Securities & Investor Fraud, Environmental Litigation

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

Lieff Cabraser Heimann & Bernstein, LLP
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San Francisco, CA 94111
t 415.956.1000
f 415.956.1008
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 &
Bernstein**
Attorneys at Law

Robert J. Nelson
PARTNER

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
t 415.956.1000
f 415.956.1008
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 Lief 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

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Cabraser
Heimann &
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Attorneys at Law

Lexi J. Hazam

PARTNER

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lhazam@lchb.com



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-lead 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

**Lieff
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Attorneys at Law

Nimish R. Desai
PARTNER

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San Francisco, CA 94111
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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

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

Kevin R. Budner

Partner

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
t 415.956.1000
f 415.956.1008
kbudner@lchb.com



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

Lieff Cabraser Heimann & Bernstein, LLP, Summer Associate, 2011

U.S. District Judge Phyllis J. Hamilton, Judicial Extern, 2010

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

Michael Levin-Gesundheit
Partner

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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

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

Sarah Zandi

Associate

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szandi@lchb.com

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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ahaselkorn@lchb.com



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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t 415.956.1000
f 415.956.1008
mmarks@lchb.com



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

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

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

EXHIBIT 8

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-0279U

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Lieff, Cabraser, Heimann & Bernstein, LLP		2. FEDERAL I.D. NUMBER 94-2262492
3. AGENCY TRANSMITTING AGREEMENT DEPARTMENT OF JUSTICE	4. DIVISION, BUREAU, OR OTHER UNIT PRD/ENV-Oakland	5. AGENCY BILLING CODE 043-432
6a. CONTRACT ANALYST NAME Christina Galvan	6b. EMAIL christina.galvan@doj.ca.gov	6c. PHONE NUMBER (916) 210-6432
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES

This is a contract for the services of an outside counsel.

Case Name: People ex. rel. Bonta v. Exxon Mobil Corp., et. al.

Docket No.: 00003 430 OK2023302311

DAG: Mari Mayeda

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Contractor, attorneys with an expertise in complex litigation (Tobacco, Opioids, Whistleblower/False Claims Act, and Environmental Litigation), and support staff, will provide outside legal services including, but not limited to, advising the Attorney General's Office (AGO) on legal strategy and objectives; case time management, including ensuring compliance with filing deadlines; advising and assisting the AGO in discovery, including drafting requests and responses and reviewing documents; preparing for, conducting, and defending depositions; coordinating with California state agencies and AGO contract partners to develop evidence and expert testimony; identifying and retaining other experts via subcontract as directed by the AGO; managing experts and reviewing expert reports; coordinating with representatives of plaintiffs in climate nuisance litigation in California and nationwide; conducting legal research and drafting motions and briefs; and representing the AGO at conferences, settlement negotiations, hearings, and trials.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____ %
☐ Reimbursement / Revenue or _____ %
☒ Other (Explain) See attached Budgeted Line Items which is and incorporated as Exhibit B to the Standard Agreement (STD 213).

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> General	0820-001-0001	23/24	12	2023	\$1,500,000.00
OBJECT CODE 4150					AGREEMENT TOTAL \$1,500,000.00
OPTIONAL USE Support 432					AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,500,000.00
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.					TOTAL AMOUNT ENCUMBERED TO DATE \$1,500,000.00
ACCOUNTING OFFICER'S SIGNATURE Digitally signed by Kimberley Nguyen 'Date: 2023.10.06 07:36:49 -07'00		ACCOUNTING OFFICER'S NAME (Print or Type) Kimberley Nguyen			DATE SIGNED 10/06/2023

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-0279U

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	09/05/2023	06/30/2024	\$1,500,000.00	Exempt - SCM Vol. 1, Sec. 580, A., 7.
Amendment 1				
TOTAL			\$1,500,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☒ Other (Explain) This Agreement is for outside counsel services for litigation. Exempt per SCM Vol. 1, Sec. 580, A., 7.

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The contractor's rates are reasonable as compared to other experts with the same qualifications and expertise as the contractor's.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☐ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE Patrick Owens <small>Digitally signed by Patrick Owens Date: 2023.10.05 15:54:00 -07'00'</small>	SIGNER'S NAME (Print or Type) PATRICK OWENS, Manager, OPS Contracts	DATE SIGNED
--	---	-------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?	<input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	SB/DVBE Certification Number:	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A		

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

This is a contract for an outside counsel. At present, the list of DVBE resources is extremely limited. Checked DGS's certification list on their website without success in locating a DVBE expert in the needed field. This consultant was chosen based on qualifications and expertise, as well as availability to assist the Department in the subject litigation.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE Patrick Owens <small>Digitally signed by Patrick Owens Date: 2023.10.05 15:54:22 -07'00'</small>	NAME/TITLE (Print or Type) PATRICK OWENS, Manager, OPS Contracts	DATE SIGNED
---	--	-------------

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-0279U

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Contracting out is justified based on Government Code 19130(b)(3) – The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

The contractor will provide outside counsel services in the matter of People ex. rel. Bonta v. Exxon Mobil Corp., et. al., Docket No. 00003 430 OK2023302311. The State of California does not have experts in the field of complex litigation (climate nuisance) available within the civil service system.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).


SIGNATURE  Digitally signed by Patrick Owens Date: 2023.10.05 16:02:33 -07'00'	NAME/TITLE (Print or Type) PATRICK OWENS, Manager, OPS Contracts	DATE SIGNED	
PHONE NUMBER (916) 210-7110	STREET ADDRESS Department of Justice - 1300 I Street, 8th Floor		
EMAIL Patrick.Owens@doj.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

EXHIBIT 9



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

600 WEST BROADWAY, SUITE 1800
SAN DIEGO, CA 92101
P.O. BOX 85266
SAN DIEGO, CA 92186-5266
Public: (619) 738-9000
E-Mail: Liberty.Sacker@doj.ca.gov

July 18, 2025

Via Email Only

Joe Thomas
Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
Joe@govoversight.org

RE: Public Records Act Request; DOJ No. 2025-00191

Dear Joe Thomas:

This letter is in response to your correspondence received by the California Department of Justice (Department) on January 24, 2025, in which you sought records pursuant to the California Public Records Act (PRA) as set forth in Government Code section 7920.000 et seq.

Specifically, you requested that the Department provide the following:

1. *Any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into by your Office in 2023 with Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser);*
2. *Any paperwork completed by your Office in 2023 pursuant to Government Code, Article 4, Personal Services Contracts §§ 19130 – 19135, Personal Services Contracting, California Code of Regulations (Cal. Code Regs.), title 2, section 547.64, and/or otherwise to obtain approval for or to document and/or justify its retention of Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser).*

On February 5, 2025, the Department provided notice that an extension of time was needed to respond to your public records request.

On March 21, 2025, the Department disclosed the contract requested in Item 1 of your records request.

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///

Attached to this letter please find a document responsive to Item 1 of your request. The Department has redacted handwritten signatures based on a balancing of the interests between general government transparency versus personal privacy interests including the risk of misuse or fraud. (Cal. Const., art. I, § 1, as incorporated into the PRA by Gov. Code, § 7927.705; Gov. Code, § 7922.000.)

The Department has identified other records that are responsive to your request. However, all additional records identified are exempt from disclosure pursuant to one or more of the following exemptions under the PRA.

The deliberative process privilege is applied to the PRA through Government Code section 7922.000. It exempts from disclosure materials that would expose an agency's decision-making process in such a way as to discourage candid discussion within the agency and thereby undermine the agency's ability to perform its functions. Even if the content of a document is purely factual, it is nonetheless exempt from public scrutiny if it is actually related to the process by which policies are formulated, or if it is inextricably intertwined with policymaking processes. (*Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325.) In the instant case, records such as analyses, draft language, and memoranda concerning the strengths and weaknesses of a particular approach would be covered by the deliberative process privilege and, therefore, absent special circumstances, would be exempt from disclosure under Government Code section 7922.000.

Some of the records that you are seeking are exempt from disclosure pursuant to the attorney-client privilege. Government Code section 7927.705 incorporates confidentiality privileges set forth elsewhere in law. The attorney-client privilege is contained in Evidence Code section 954 and protects confidential communications between the attorney and the client. In the case of *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 369-371, the Supreme Court held that Government Code section 7927.705 expressly exempts from disclosure matters privileged under the Evidence Code, which includes the attorney-client privilege. In the present case, the attorneys in our Department provide legal advice to the Attorney General and his designees. Accordingly, all communications between the Attorney General or his designees and the Department's attorneys concerning the contract at issue are exempt from disclosure pursuant to the attorney-client privilege, as incorporated into the PRA.

Code of Civil Procedure section 2018.030 exempts from disclosure the work product of an attorney. The attorney work product exception exempts from disclosure any writing that reflects an attorney's impressions, conclusions, opinions, legal research or legal theories that are maintained as confidential. It also is incorporated into the PRA by Government Code section 7927.705. (*County of Los Angeles v. Superior Court* (2000) 82 Cal.App.4th 819, 833.) Under the attorney work-product exception, records such as confidential analyses, draft language and memoranda prepared by the attorneys employed with the Attorney General's Office would be subject to this exception, and are exempt from disclosure under the PRA.

Joe Thomas
July 18, 2025
Page 3

The PRA does not require disclosure of records relating to pending litigation to which the public agency is a party where the pending litigation has not been adjudicated or otherwise settled. (Gov. Code, § 7927.200.) In this instance the Department is actively litigating *Fuel Industry Climate Cases JCCP No. 5310* (Super. Ct. S.F. County, No. CJC-24-005310). Thus, documents prepared in anticipation of this litigation or for the purposes of this litigation are further protected by the pending litigation exemption. (See *County of Los Angeles v. Superior Court (Axelrad)* (2000) 82 Cal.App.4th 819, 831; *Fairley v. Superior Court* (1998) 66 Cal.App.4th 1414, 1422.)

This concludes the Department's response to your records request.

Sincerely,

A handwritten signature in cursive script that reads "Liberty M. Sacker".

LIBERTY M. SACKER
Deputy Attorney General

For ROB BONTA
 Attorney General

EXHIBIT 10



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

600 WEST BROADWAY, SUITE 1800
SAN DIEGO, CA 92101
P.O. BOX 85266
SAN DIEGO, CA 92186-5266
Public: (619) 738-9000
E-Mail: Liberty.Sacker@doj.ca.gov

August 28, 2025

Via Email Only

Joe Thomas
Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
Joe@govoversight.org

RE: Public Records Act Request; DOJ No. 2025-00191

Dear Joe Thomas:

This letter is in response to your correspondence received by the California Department of Justice (Department) on January 24, 2025, in which you sought records pursuant to the California Public Records Act (PRA) as set forth in Government Code section 7920.000 et seq.

Specifically, you requested that the Department provide the following:

1. *Any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into by your Office in 2023 with Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser);*
2. *Any paperwork completed by your Office in 2023 pursuant to Government Code, Article 4, Personal Services Contracts §§ 19130 – 19135, Personal Services Contracting, California Code of Regulations (Cal. Code Regs.), title 2, section 547.64, and/or otherwise to obtain approval for or to document and/or justify its retention of Lieff, Cabraser, Heimann & Bernstein, LLP (Lieff Cabraser).*

On February 5, 2025, the Department provided notice that an extension of time was needed to respond to your public records request.

On March 21 and July 18, 2025, the Department disclosed records responsive to both items in the request.

On July 22, 2025, the Department received your further inquiry, which stated in pertinent part:

The cover letter states, in pertinent part, "Attached to this letter please find a document responsive to Item 1 of your request. ... The Department has identified other records that are responsive to your request [NB: which it is withholding]... This concludes the Department's response to your records request."

Following up on the attachment and the possibility that the above may include a typographical error, and relevant to our outstanding, prior inquiries about any records responsive to Item 2 of our request which like Item 2 itself the Department has so far not addressed:

a) will the Office confirm that the Department intended to state that the record provided on July 18 is responsive to Item 1 of our request, rather than Item 2?

b) were there any records responsive to Item 2?

That is, given the Department has to date only directly addressed Item 1 of our January 2025 request, though that may possibly be due to a typo in the July 18, 2025 letter, to which Item(s), 1 and or 2, does "The Department has identified other records that are responsive to your request" refer? Does it only refer to Item 1, only to Item 2, or to both Items 1 and 2?

In response to your July 22, 2025 correspondence, please be advised that the record disclosed on July 18, 2025 may be considered responsive to both Items 1 and 2 of your request. For the reasons stated in its July 18, 2025 correspondence, the Department is withholding attorney work product and attorney-client privileged records that may be considered responsive to either Item 1 or 2 of your request.

This concludes the Department's response to your records request.

Sincerely,

/s/ Liberty M. Sacker

LIBERTY M. SACKER
Deputy Attorney General

For ROB BONTA
 Attorney General

EXHIBIT 11

CALIFORNIA PUBLIC RECORDS REQUEST

June 4, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain 2025 paperwork

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public

Records Act §§ 6250 *et seq.*, please provide copies of:

1. Any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into by your Office in **2025** with Sher Edling LLP (Sher Edling);¹
2. Any paperwork completed by your Office in **2025** pursuant to Government Code, Article 4, Personal Services Contracts §§ 19130 – 19135, Personal Services Contracting, California Code of Regulations (Cal. Code Regs.), title 2, section 547.64, and/or otherwise to obtain approval for or to document and/or justify its retention of Sher Edling LLP.

¹ Requester notes in advance that the records requested are not likely to be exempt from production. Numerous states and municipalities have voluntarily released these contracts and others, including most recently the State of New Jersey, have been forced to turn over these same retention agreements under public records laws, and courts have rejected any notion that the agreement between a state and that firm is itself privileged or confidential. Also, see PRA 2025-00191.

The preceding search terms are not case sensitive.

Please note that this is a discrete request, unrelated to any other request.

In the event that the Office's custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO looks forward to your response. In the event you have any questions, please feel free to contact me at the below email address.

Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 12

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-0510U

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

Sher Edling LLP

2. The term of this Agreement is:

START DATE

March 12, 2025

THROUGH END DATE

3. The maximum amount of this Agreement is:

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	Statement of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Security Information and Additional Provisions	24
+ - Exhibit F	Contractor's Resumes	5
+ -	Case Name: People of the State of California ex rel. Rob Bonta v. Exxon Mobil et al. Docket No.: 00003 430 OK2023302311 DAG: Erin Ganahl	

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.)

Sher Edling LLP

CONTRACTOR BUSINESS ADDRESS

100 Montgomery Street, Suite 1410

CITY

San Francisco

STATE

CA

ZIP

94104

PRINTED NAME OF PERSON SIGNING

Matthew Edling

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE

Matthew EdlingDigitally signed by Matthew Edling
Date: 2025.05.15 11:09:02 -07'00'

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-0510U

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTING AGENCY ADDRESS

1300 I Street, Suite 820

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Barbara Kafati

TITLE

Manager, OPS Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Barbara KafatiDigitally signed by Barbara Kafati
Date: 2025.05.21 13:31:44 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK

1. Contractor agrees to provide to the Department of Justice (DOJ) outside counsel services as described herein:

Contractor, **Sher Edling LLP**, an expert in the field of **climate nuisance and deception litigation** against the fossil fuel industry, and their legal staff, shall provide consultation, advice and services to, the DOJ in the matter referenced herein.

[REDACTED]

[REDACTED]

DELIVERABLES AND OTHER TASKS

1. **Reports**

Contractor shall provide reports in the form of legal analysis/memoranda or pleadings as requested by DOJ.

The report(s) should identify any key issues and decisions to be considered.

The report(s) will be prepared and finalized based upon the review of the DOJ attorney or authorized representative and submitted on a time frame to be determined by the DOJ attorney or authorized representative.

Supplemental reports/modifications may be required by DOJ.

Upon the request of DOJ, Contractor shall meet with DOJ to discuss the report(s) and any questions or concerns.

2. **Travel**

Anticipated travel for, for example, deposition, and/or court appearances or trial from Contractor's location to the location(s) where depositions, and/or court appearances or trial may be held. Travel reimbursements must align with the State of California Travel Reimbursement Rates. Please Check State of California, Department of Human Resources Website for updated expenses: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

3. **Any additional Tasks/Deliverables**

[REDACTED]

ADDITIONAL PROVISIONS

PROGRESS SCHEDULE

Timelines to be determined based on statutory deadlines, deposition, and/or trial dates. Timelines subject to change based on case developments.

UNIQUE TERMS OF AGREEMENT

None.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK

CRITICAL DATES OR TERM OF CONTRACT

Timelines to be determined based on statutory deadlines, deposition, and/or trial dates. Timelines subject to change based on case developments.

Start Date: 3/12/2025
End Date: [REDACTED]

CONTRACT STAFFING, PERSONNEL

See Exhibit B Budgeted Line Items and resumes made a part of this Agreement for staffing/personnel details.

COOPERATION/COORDINATION WITH DEPARTMENT

DOJ will provide direction to Contractor as deemed necessary by DOJ.

Case Name: People of the State of California ex rel. Rob Bonta v. Exxon Mobil et al.
Case No.: CGC-23-609134 (JCCP 5310)
Docket No.: 00003 430 OK2023302311

2. The project representatives during the term of this agreement will be:

State Agency: Department of Justice	Contractor: Sher Edling LLP
Name: Erin Ganahl, DAG	Name: Matthew Edling
Phone: (510) 879-0262	Phone: (628) 231-2520
Address: 1515 Clay Street Oakland, CA 94612	Address: 100 Montgomery Street, Suite 1410 San Francisco, CA 94104
Email Address: Erin.Ganahl@doj.ca.gov	Email Address: matt@sheredling.com

The designated contract manager for this agreement is

State Agency: Department of Justice
Name: Rita Q. Baljian, Legal Contracts Analyst (AGPA)
Street Address: 1300 I Street
City/State/Zip: Sacramento, CA 95814
Phone: (916) 210-7541
E-Mail Address: PRDInvoices@doj.ca.gov

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 [REDACTED] with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

Budgeted Line Items

1.	All services (including Travel Time) <ul style="list-style-type: none">• Vic Sher, Partner• Matthew Edling, Partner• Katherine Jones, Partner• Yumehiko Hoshijima, Associate• Miranda Holeton, Associate• Anthony Tohmé, Associate• Grace Koster, Associate• Attorneys• Paralegals• Law Clerks/Interns• Investigators	[REDACTED]
2.	Case-Related Material(s)/Item(s)*	Must be pre-approved by DAG Erin Ganahl OR the assigned DOJ Attorney prior to Contractor expenditure.
3.	Case-Related Expenses*	Must be pre-approved by DAG Erin Ganahl OR the assigned DOJ Attorney prior to Contractor expenditure.

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 **ERIN GANAHL, DAG or other authorized representative, PUBLIC RIGHTS DIVISION, ENVIRONMENTAL JUSTICE AND PROTECTION 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 **ERIN GANAHL, 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.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

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 **ERIN GANAHL, DAG or other authorized representative, PUBLIC RIGHTS DIVISION, ENVIRONMENTAL JUSTICE AND PROTECTION 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 **ERIN GANAHL, 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 Manager, 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
PUBLIC RIGHTS DIVISION, EXECUTIVE UNIT
1300 I STREET
SACRAMENTO, CA 95814
ATTN: RITA Q. BALJIAN
PRDInvoices@doj.ca.gov**

- **Example Subject Line: RE: INVOICE#, Contract No. 24-0510U, PUBLIC RIGHTS DIVISION, ENVIRONMENTAL JUSTICE AND PROTECTION SECTION/OAKLAND**

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.

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.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

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.

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 statement of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general statement of 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. However, the Department of Justice may terminate this Agreement immediately for cause (refer to Exhibit C, General Terms and Conditions, Section 7).

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 the 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 (refer to Exhibit C, General Terms and Conditions, Section 7).

Other Damages If the Contractor fails in the performance of any of the Contractor's obligations under this Agreement (such as non-performance, partial performance, inadequate performance, late and/or incomplete performance), the parties agree that damage will be sustained by the Department of Justice. Therefore, the parties agree that, in addition to other damages, the Contractor will pay to the Department of Justice the actual cost incurred as the result of finding and using another Contractor. Such costs will be deducted by the Department of Justice from any amounts owed by the Department of Justice to the Contractor. The Department of Justice shall be entitled to take or recover any other rights and remedies under this Agreement or applicable laws, including termination of this Agreement.

Copyrights and Rights in Data (Applies ONLY to Custom Software Developed for the Department of Justice and NOT for Commercial Off-The-Shelf, or COTS, Software Licensed to the Department Justice) 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
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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
(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 of Justice 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 of Justice. The audits may be conducted by employees or designees of the Department of Justice or by any legal cost control provider retained by the Department of Justice for that purpose. The Contractor may be required to submit to a legal cost and utilization review, as determined by the Department of Justice.

Outside Legal Counsel – Good Faith Effort to Provide Pro Bono Legal Services (Applies ONLY to Outside Legal Counsel Contracts exceeding \$50,000 for services performed within California)

Pursuant to Business and Professions Code section 6072 and the State Contracting Manual, Volume 1, the Contractor certifies that the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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.

It is hereby mutually agreed that the Contractor shall forfeit to the State (N/A) dollars for each day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in execution of the contract for each day during which a worker is required or permitted to labor for more than eight hours in any day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810 – 1815, inclusive.

Contractor and any subcontractor shall keep an accurate payroll records in accordance with Labor Code section 1776. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with Labor Code section 1776.

Employee Benefits (Applies ONLY to Janitorial and Security Guard Services Contracts) The Contractor shall comply with Government Code (GC) section 19134, which requires Contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. The benefit rate is published by the California Department of Human Resources (CalHR) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.calhr.ca.gov.

Recycled Product Content (Applies ONLY to Janitorial, Printing and Parts Cleaning Services Contracts) Janitorial contracts must use janitorial supplies containing recycled paper products only. Printing contracts must use recycled paper only, unless the proposed printing job cannot be done on recycled paper. Contracts involving parts cleaning must use recycled solvents. Contractor must agree to certify in writing, upon completion of performance under the agreement, the minimum percentage, or the exact percentage of post-consumer and secondary materials provided, or used in the services provided the Agreement (PCC 12205). This certification must be under penalty of perjury.

Statements of Economic Interest (Applies ONLY to Personal Service Contracts) Under the Political Reform Act of 1974 (California Government Code Section 81000 et seq.) and the Department of Justice Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this Agreement may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under this Agreement, annually during the term of the Agreement, and within thirty (30) days after the expiration of the Agreement. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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.

(b) Certification

The Contractor made a commitment to achieve DVBE participation of (N/A) 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.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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;
- (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.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Insurance

- (a) All certificates of insurance for insurance required herein shall indicate the Agreement number and be submitted to:

**California Department of Justice
OPS/CPU
1300 I Street, Suite 820
Sacramento, CA 95814
Attn: Rowena Aquino**

OR

**To expedite processing, certificates may
be emailed to: Rowena.Aquino@doj.ca.gov**

- (b) **General Provisions Applying to All Insurance Policies:**

Coverage Term – Contractor must maintain all applicable insurance required by law and proof of coverage must be provided to the State. Insurance coverage must be in force for the complete term of this Agreement.

Policy Cancellation, Termination, Expiration, Non-Renewal, or Material Change – Contractor shall notify the State within five (5) business days of any notice of cancellation, termination, expiration, non-renewal, or material change of insurance required under this Agreement. If insurance is cancelled, terminated, expired, non-renewed, or materially changed during the term of the Agreement, a new certificate of insurance must be received by the State at least thirty (30) days prior to the cancellation, termination, expiration, non-renewal, or material change of the insurance. The new certificate of insurance must evidence coverage required under this Agreement for not less than the remainder of the term of the Agreement or for a period of not less than one year (if the remainder of the term of the Agreement is longer than one year, a new certificate of insurance will be required at least thirty (30) days prior to the end of the one year coverage period). If the services under this Agreement involve hazardous activities as described in the State Contracting Manual, Volume 1, new certificates of insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, and the Contractor agrees that no work or services shall be performed prior to such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage or otherwise fail to comply with any provision herein relating to insurance, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

Primary Clause – Any required insurance under this Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- (c) **Insurance Coverage Requirements:**

General Liability – **(Applies ALWAYS when the Contractor's activities may cause harm to someone or something for which the State could be held liable, including services involving hazardous activities described in the State Contracting Manual, Volume 1)** Contractor shall maintain general liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products-completed operations, and personal and advertising injury liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The policy must include:

The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.

This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted statement of work, Contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage, and limits required of Contractor.

Automobile Liability – (Applies ONLY if the Agreement requires the Contractor to drive) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The same additional insured designation and endorsement required for General Liability are to be provided for this coverage.

Worker's Compensation and Employer's Liability – (Applies ANYTIME the Contractor has employees) Contractor shall maintain statutory worker's compensation and employer's liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the worker's compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the State.

Environmental/Pollution Liability – (Applies ONLY when the Contractor's activities involve handling of toxic or hazardous substances) Contractor shall maintain environmental or pollution liability insurance for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of insurance for environment or pollution liability during transportation shall be provided on an MCS-90 form or equivalent.

The policy must include:

The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.

This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

Aircraft Liability – (Applies ONLY when the Contractor's activities involve use of an aircraft) Contractor shall maintain aircraft liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per seat for passengers.

The policy must include:

The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.

This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Professional Liability – (Applies **ONLY** when the Contractor’s activities involve services by an investigator or investigation services) Contractor shall maintain professional liability insurance with limits of not less than \$1,000,000, covering any damages caused by an error, omission, or any negligent acts.

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.

CA DOJ Contract #:	24-0510U
Exhibit 'E-2a' – Special Provisions Contractor's Personnel Confidentiality and Security Compliance Certification for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2a)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

Confidential Information and Personal Information, as defined in 'Exhibit E-1' (as used herein, 'Exhibit E-2a' refers to Exhibit E-2s, Exhibit E-2n, or Exhibit E-2i, whichever is appended to the Agreement between Contractor and CA DOJ), provided to Contractor by the California Department of Justice (CA DOJ) contains confidential, sensitive, and/or personal information that requires special precautions to protect it from unauthorized access, use, disclosure, modification, or destruction.

You hereby acknowledge that the Confidential Information and Personal Information of CA DOJ are subject to strict confidentiality requirements imposed by Exhibit E-1, the documents incorporated by reference into Exhibit E-1, and applicable state and federal law and regulations, including, but not limited to: the California Information Practices Act (Cal. Civil Code § 1798 et seq.); California Welfare and Institutions Code section 10850 subdivision (b) and 13405; the Health Insurance Portability and Accountability Act of 1996 (Title 45 Code of Federal Regulation ("C.F.R."), Parts 160 and 164); 45 C.F.R. Parts 205.50 et seq. (Safeguarding Information for the Financial Assistance Programs); the California Public Records Act (Cal. Government Code § 7920.000 et seq.); California Penal Code sections 502; California Vehicle Code section 1808.45; 28 C.F.R. Part 20 et seq.; the Federal Privacy Act (5 U.S.C. § 552a et seq.); the California Confidentiality of Medical Information Act (Cal. Civil Code § 56, et seq.); California Health and Safety Code section 11362.713; and all implementing regulations, policies and procedures.

CA DOJ Contract #:	24-0510U
Exhibit 'E-2a' – Special Provisions Contractor's Personnel Confidentiality and Security Compliance Certification for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2a)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

By signing below, you hereby certify that you have read and are familiar with the terms and conditions of Exhibit E-2a and the documents incorporated by reference into it and that you agree to be bound by their terms and conditions.

This Confidentiality and Security Compliance Statement must be signed and returned before you may access any Confidential Information or Personal Information.

READ and ACKNOWLEDGED: Employee or Agent of Contractor

Name (Printed): Matthew Edling

Title: Partner

Business Name: Sher Edling LLP

Email Address: matt@sheredling.com

Phone: 628 231 2500

Signature: Matthew Edling Digitally signed by Matthew Edling
Date: 2025.05.15 15:54:32 -07'00'

Date Signed: 5/15/2025

CA DOJ Contract #:	24-0510U
Exhibit 'E-2n' – Special Provisions (Non-State Entity) Privacy and Information Security Controls for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

This 'Exhibit E-2n' on Privacy and Information Security Controls for Confidential and Personal Information (Exhibit E-2n) sets forth information security and confidentiality requirements Contractor is obligated to follow with respect to all Confidential Information and Personal Information (as defined herein) provided to or Accessed by Contractor under this Agreement with CA DOJ. Contractor and CA DOJ intend to protect the security and confidentiality of all such Confidential Information and Personal Information pursuant to all applicable state and federal laws, rules, regulations, standards, and policies.

DEFINITIONS

For purposes of this **Exhibit E-2n**, the following definitions shall apply:

- A. **Access(es), Accessed, or Accessing** means the ability, right, or privilege to view, modify, or make use of information and/or data.
- B. **Agreement or Contract** means the Standard Agreement (i.e., STD 213 form) between CA DOJ and the Contractor identified in the STD 213 form to which this Exhibit E-2n is appended. For the avoidance of doubt, the Agreement includes, without limitation, all documents appended to and incorporated by referenced and made part of this Exhibit E-2n.
- C. **Business Day** means any day other than Saturday, Sunday, or State holiday under California Government Code section 19853, subdivision (a).
- D. **CA DOJ CJIS Chief (CIO)** means the Chief Information Officer (CIO) at the California Department of Justice. The CIO sits in the California Justice Information Services (CJIS) Division of the CA DOJ.
- E. **CA DOJ** means the California Department of Justice.
- F. **CA DOJ CISO** means the Chief Information Security Officer at the California Department of Justice.
- G. **CA DOJ Information** is all information (including Confidential Information and Public Information) provided by CA DOJ to, or Accessed by, Contractor under this Agreement. CA DOJ Information also includes any information Contractor creates that is based on or contains any Confidential Information or Public Information.

CA DOJ Contract #:	24-0510U
Exhibit 'E-2n' – Special Provisions (Non-State Entity) Privacy and Information Security Controls for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

- H. **Confidential Information** means any information maintained by CA DOJ or its clients (e.g., other California state agencies, departments, divisions, etc.), agents, or contractors that is exempt from disclosure under the provisions of the California Public Records Act (Cal. Government Code § 7920.000 et seq.) or has restrictions on disclosure under any other applicable state or federal laws or regulations. For the avoidance of doubt, Confidential Information includes, but is not limited to, Personal Information as defined herein.
- I. **Contractor** is the contractor identified in the Standard Agreement (STD 213) to which this Exhibit E-2n is appended.
- J. **Federal Information Processing Standards (FIPS)** are standards for federal computer systems that are developed by the National Institute of Standards and Technology (NIST) and approved by the Secretary of Commerce in accordance with the Information Technology Management Reform Act of 1996 and Computer Security Act of 1987. Although FIPS are developed for use by the federal government, many in the public and private sector voluntarily use these standards. The current FIPS can be found at: <https://csrc.nist.gov/publications>.¹
- K. **National Institute of Standards and Technology (NIST)** is an agency that sits within the United States Department of Commerce, which develops and maintains, among other things, an extensive collection of standards, guidelines, recommendations, and research on the security and privacy of information and information systems.
- L. **NIST Special Publications (NIST SP)** are the latest versions of the guidelines, technical specifications, recommendations, and reference materials issued by NIST as special publications, comprising multiple sub-series, including: (1) NIST SP 800 et seq., on Computer Security; (2) NIST SP 1800 et seq. (the Cybersecurity Practice Guide); and (3) NIST SP 500 et seq., on Information Technology. The current NIST SPs can be found at: <https://csrc.nist.gov/publications>.²
- M. **Need-to-know** means the necessity to obtain or Access Confidential Information to perform this Agreement.

¹ If the current link changes in the future and you have difficulty locating the operative one, please contact the CA DOJ Contract Manager.

² If the current link changes in the future and you have difficulty locating the operative one, please contact the CA DOJ Contract Manager.

CA DOJ Contract #:	24-0510U
Exhibit 'E-2n' – Special Provisions (Non-State Entity) Privacy and Information Security Controls for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

- N. **Open Web Application Security Project (OWASP)** is a non-profit organization that issues the OWASP Top 10, which is a standard awareness document for developers and web application security that represents a broad consensus about the most critical security risks to web applications. The current website address for OWASP is: <https://owasp.org/>.³
- O. **Personal Information (PI)** means any information that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. For example, Personal Information includes, but is not limited to, any information that identifies or describes an individual as defined in, but not limited by, the following statutes and regulations:
- 1) The California Information Practices Act (*e.g.*, Cal. Civil Code §§ 1798.3(a), 1798.24(t), 1793.29).
 - 2) The California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.) and California Health and Safety Code sections 123100 – 123149.5).
 - 3) The Health Insurance and Portability and Accountability Act and implementing regulations set forth in Title 45, Code of Federal Regulations ("C.F.R."), parts 160 and 164.⁴
- P. **Personnel** means Contractor's officers, directors, employees, agents, retired annuitants, student assistants, volunteers, and subcontractors commissioned, employed by or otherwise engaged in the performance of any activity on behalf of Contractor.
- Q. **Public Information** means information maintained by CA DOJ or its clients (*e.g.*, other California state agencies, departments, divisions, etc.), agents, or contractors that is available for public access or release and not exempt from disclosure under the provisions of the California Public Records Act (Cal. Government Code § 7920.000 et seq.) or any other applicable state or federal laws. For purposes of this Agreement, Public Information is limited

³ If the current link changes in the future and you have difficulty locating the operative one, please contact the CA DOJ Contract Manager.

⁴ California statutes and codes can be found at <https://leginfo.legislature.ca.gov>. The United States Code and the Code of Federal Regulations can be found at <https://www.govinfo.gov>.

CA DOJ Contract #:	24-0510U
Exhibit 'E-2n' – Special Provisions (Non-State Entity) Privacy and Information Security Controls for Confidential and Personal Information (Non-CJI) (DOJ-ISRS-SP00E2n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 04/23/2025	

to Public Information provided by CA DOJ to Contractor under this Agreement and/or to which CA DOJ provides Contractor with Access under this Agreement.

- R. **Right-to-know** means the right to obtain or Access Confidential Information pursuant to state or federal laws and regulations.
- S. **Statement of Work or Scope of Work** means Exhibit A appended to the Standard Agreement (STD 213) between CA DOJ and Contractor.

TERMS AND CONDITIONS

Contractor agrees to the following Terms and Conditions:

1. **Authorization.** Contractor, including its Personnel, may only Access CA DOJ Information for which it has received authorization from CA DOJ under this Agreement.
 - 1.1. Contractor shall not use CA DOJ Information for any purpose other than carrying out its obligations under this Agreement.
 - 1.2. Contractor shall protect all Confidential Information from unauthorized Access, use, disclosure, modification, loss, or deletion. Confidential Information shall be maintained in the strictest confidence.
 - 1.3. Contractor shall protect all Public Information from unauthorized modification, loss, or deletion.
 - 1.4. Contractor agrees it may only make Confidential Information available to its own Personnel on a Need-to-know and Right-to-know basis. Contractor acknowledges and agrees it is responsible for ensuring its Personnel comply with the terms of this Agreement, including, without limitation, all confidentiality, authorization, and use restrictions.
 - 1.5. Contractor may not provide any third parties, including, but not limited to, subcontractors, with Access to Confidential Information without the prior written authorization of CA DOJ. To request such authorization from CA DOJ, Contractor must submit a written request to the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and CA DOJ CISO or their designee that includes: (a) the third party's complete name, address, and phone number, (b) contact information for the main point of contact for the third party, (c) the reason for requesting to provide Access to the third party, (d) the scope of the third party's anticipated Access to and use of Confidential Information, and

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(e) the location where the third party will store, Access, or use Confidential Information. In addition, CA DOJ may, in its sole discretion, require the third party to provide information for CA DOJ's use in performing a risk analysis to determine whether to approve the third party and to undergo a background check (e.g., fingerprint background check).

- 1.6. Violations of Access authorization and/or confidentiality requirements may be subject to civil, administrative, and/or criminal liability, including, but not limited to, prosecution for state and/or federal crimes.
2. **Information/Data Ownership.** All CA DOJ Information provided to or Accessed by Contractor under this Agreement is the exclusive property of CA DOJ, its client, and/or the person, entity, or agency that submitted the information to CA DOJ. All of Contractor's rights to Access and/or use such information are revoked (i.e., cease to exist) and inoperative immediately upon termination or expiration of this Agreement.
3. **Information Security Generally.** Contractor shall protect the security and integrity of all CA DOJ Information and the confidentiality of all Confidential Information in accordance with this Agreement and applicable federal and state laws, regulations, standards, and policies. Contractor's protection of CA DOJ Information must satisfy, at a minimum, the specific requirements provided herein, except as otherwise provided by law or in the Statement of Work.
4. **Information Security and Privacy Controls.** Contractor shall comply with the information security and privacy controls set forth in NIST SP 800-53, all related NIST SP 800 standards tailored to FedRAMP Moderate requirements as directed by the State, FIPS 140-2, FIPS 197, FIPS 199, and the standards issued by the Open Web Application Security Project.
 - 4.1. Unless otherwise provided in the Statement of Work, with documented approval of the CA DOJ CISO and the CA DOJ CJIS Chief (CIO) or their designee, Contractor shall implement technical and administrative controls to:
 - 4.1.1. Store Confidential Information only within the continental United States.
 - 4.1.2. Access Confidential Information only from within the continental United States.
 - 4.1.3. Transfer Confidential Information only within the continental United States.
 - 4.1.4. Prohibit and prevent storage, Access, and transfer of Confidential Information

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outside the continental United States.

- 4.2. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Confidential Information that it receives, Accesses, creates, maintains, uses, or transmits on behalf of CA DOJ.
- 4.3. Except as otherwise provided in the Statement of Work, with documented approval of the CA DOJ CISO and the CA DOJ CJIS Chief (CIO) or their designee, Contractor shall develop and maintain a written information privacy and security program ("written security program"). Contractor must provide the written security program to the CA DOJ CISO, CA DOJ CJIS Chief (CIO), and CA DOJ Contract Manager before Contractor may receive any CA DOJ Information. Contractor shall perform a review of its written security program on an annual basis and update it as needed to comply with any changes to applicable laws, regulations, policies, and standards. After Contractor completes its annual review and any necessary updates, Contractor shall promptly provide the then-current written security program to the CA DOJ CISO, CA DOJ CJIS Chief (CIO), and CA DOJ Contract Manager. The written security program shall include administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and the Federal Information Processing Standards (FIPS) Publication 199 protection levels, as determined by CA DOJ. The safeguards must, at a minimum, include all of those identified in this Agreement and required by applicable state and federal laws and regulations.
- 4.4. Before Personnel may Access CA DOJ Information under this Agreement, the person must meet all applicable background requirements (e.g., fingerprint-based, etc.) imposed under state and federal law, CA DOJ's policies, and any other applicable state or federal policy. Likewise, to the extent Contractor is required to perform, implement, or oversee any such background check, Contractor shall provide CA DOJ with a signed certification attesting that (a) Contractor performed the background check in compliance with the applicable requirements; and (b) the background check showed that the person is permitted to Access CA DOJ Information under the applicable laws and policies. Contractor shall retain each Personnel's background check documentation for a period of three (3) years following termination of this Agreement. If, during the term of the Agreement, Contractor becomes aware of new or previously unknown information which may impact the person's suitability for their position or to Access CA DOJ Information, Contractor shall immediately notify the CA DOJ Contract Manager, CA DOJ

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CJIS Chief (CIO), and CA DOJ CISO or their designee.

- 4.5. Before Contractor may Access CA DOJ Information, all of Contractor's existing Personnel must complete information privacy and security awareness training, at Contractor's expense; thereafter, Contractor's Personnel shall complete this training on an annual basis. For subsequently hired Personnel, this training must be completed within the first two weeks of each such person's start date (the person may not Access CA DOJ Information until after completing this training) and on an annual basis thereafter, at the Contractor's expense.
 - 4.5.1. This information privacy and security training shall cover, at a minimum, the following topics: phishing, social engineering, threats, passwords, online/internet protections, preventative measures, and privacy. CA DOJ may, at any time and in its sole discretion, require Contractor to provide CA DOJ with the training materials and/or to make changes to said training materials.
 - 4.5.2. Contractor's Personnel shall, after completion of each annual information privacy and security training, complete and sign a training certification form indicating their name, the name of the training, and the date on which the training was completed. Contractor shall retain each such certification for inspection by CA DOJ during the term of this Agreement and for a period of three (3) years following this Agreement's termination or expiration.
- 4.6. Contractor's Personnel who have or will have Access to Confidential Information shall sign the Contractor's Personnel Confidentiality and Security Compliance Certification for Confidential and Personal Information (non-CJI), appended hereto as 'Exhibit E-2a,' prior to receiving Access to Confidential Information. Contractor shall retain each such person's signed certification for inspection by CA DOJ during the term of this Agreement and for a period of three (3) years following this Agreement's termination or expiration.
- 4.7. CA DOJ may, in its sole discretion, require Contractor to (1) use CA DOJ-provided electronic computing devices, smart phones, tablets, PCs, laptops, removable media storage devices, and/or similar devices (collectively, "Computing Devices"), to Access, use, modify or create CA DOJ Information; (2) use DOJ's VDI (Virtual Desktop Infrastructure) application to connect approved Computing Device(s) to the applicable CA DOJ system or network in order to Access, use, modify, or create CA DOJ Information; or (3) comply with any other requirements related to the use of a Computing Device to Access, use, modify, or create CA DOJ Information. Contractor may not use its own

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Computing Devices or permit its Personnel to use their own devices to Access CA DOJ Information without the express written approval of the CA DOJ Contract Manager, CA DOJ CISO, and the CA DOJ CJIS Chief (CIO) or their designee.

4.8. If Contractor is permitted to use its own Computing Devices to Access Confidential Information, then the following requirements shall apply, as applicable:

4.8.1. Contractor's Computing Devices shall be encrypted using commercial third-party encryption software that meets the level set forth in NIST SP 800-53 and FIPS Publication 140-2 on Security Requirements for Cryptographic Modules. The encryption solution shall be full disk. CA DOJ Information shall not be copied to any unencrypted Computing Devices.

4.8.2. All data transmissions that include PI shall be encrypted end-to-end using a CA DOJ approved solution. All emails that include PI shall be sent in an encrypted method as described in FIPS 140-2, FIPS 197, and NIST SP 800-53 provisions on Access Control (AC), System and Information Integrity (SI), System and Communications Protection (SC), and Supply Chain Risk Management (SR) (latest versions).

4.8.3. All PI at rest shall be encrypted.

4.8.4. Contractor must obtain written approval from the CA DOJ Contract Manager, CA DOJ CISO, and the CA DOJ CJIS Chief (CIO) or their designee before downloading any Confidential Information onto a Computing Device. After receiving such approval, Contractor may download only the minimum amount of Confidential Information necessary to perform its obligations under this Agreement.

4.8.5. Contractor's Computing Devices shall have commercial third-party anti-virus and anti-malware software solutions that meets the Endpoint Protection Standard set forth in NIST SP 800-53 provisions on System and Information Integrity and has a minimum daily automatic update.

4.8.6. Contractor's Computing Devices shall have security patches applied and up to date.

4.8.7. Contractor's Computing Devices shall provide an automatic timeout after no more than ten (10) minutes of inactivity. Contractor shall ensure that each Computing Device is locked or stored in a secure place when left unattended.

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4.8.8. If Contractor uses any Computing Device(s) to Access, create, receive, maintain, use, or transmit Confidential Information, the Computing Device(s) shall display a warning banner that complies with the requirements of NIST SP 800-53, AC-8. Template banner language, provided by the California Department of Technology, can currently be found at <https://cdt.ca.gov/security/resources.5> Contractor's Personnel shall be directed and required to log off the system if they do not agree with the requirements described in the warning banner.

4.8.9. Contractor's Computing Devices shall log successes and failures of user authentication at all layers when Accessing CA DOJ Information and maintain logs for a minimum period of one (1) year. Contractor shall provide CA DOJ with access to all logs within thirty (30) calendar days of receiving such a request from CA DOJ.

4.8.10. Contractor's Computing Devices shall log all user transactions if processing and/or storing PI and maintain logs for a minimum period of one (1) year. Contractor shall provide CA DOJ with access to all logs within thirty (30) calendar days of receiving such a request from CA DOJ.

4.8.11. Contractor's Computing Devices shall use role-based Access controls for all user authentications, following the principle of least privilege.

4.8.12. All of Contractor's systems and Computing Devices that are accessible via the Internet or that store PI shall actively use a comprehensive third-party real-time host-based intrusion detection and prevention solution and maintain logs for a minimum period of one (1) year. Contractor shall provide CA DOJ with access to all logs within thirty (30) calendar days of receiving such a request from CA DOJ.

4.8.13. All of Contractor's systems and Computing Devices processing and/or storing PI shall maintain and follow a process to review system logs for unauthorized Access and maintain logs for a minimum period of one (1) year. Contractor shall provide CA DOJ with access to all logs within thirty (30) calendar days of receiving such a request from CA DOJ.

4.9. All passwords used to Access Computing Devices or otherwise Access CA DOJ Information shall, at a minimum, conform to the latest version of the CA DOJ Password Standard

⁵ If the current link changes in the future and you have difficulty locating the operative one, please contact the CA DOJ Contract Manager.

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Policy. Each user shall not share their password with any other person, including, but not limited to, third parties and Contractor's other Personnel. If Contractor is unaware of the current version of the CA DOJ Password Standard Policy, Contractor shall contact the CA DOJ Contract Manager to request it.

- 4.10. Contractor shall, at its own expense, meet the standards set forth in NIST SP 800-88 (latest version) for destruction of data. Contractor shall wipe all Confidential Information from systems and Computing Devices and any physical media when the data is no longer necessary to perform services pursuant to this Agreement, or upon termination of this Agreement, whichever occurs first. The wipe method shall conform to NIST SP 800-88 standards for data destruction. Once data has been wiped, Contractor shall, within thirty (30) calendar days after termination or expiration of this Agreement, (a) provide written notice to the CA DOJ Contract Manager, CA DOJ CISO, and the CA DOJ CJIS Chief (CIO) or their designee demonstrating that these requirements have been met and (b) provide CA DOJ with all logs demonstrating that these requirements have been met.
- 4.11. Contractor must follow documented procedures to backup Confidential Information to maintain retrievable exact copies of the Confidential Information. The procedures shall include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore Confidential Information should it be lost.
- 4.12. All Confidential Information must be stored in a physically locked and secure location (e.g., an area, a room, or a group of rooms, within a facility with both the physical and Personnel security controls sufficient to protect Confidential Information and associated information systems). Confidential Information shall not be left unattended at any time when it is not locked in that secure location. Visitors to areas where Confidential Information is contained shall be escorted and the visit shall be logged. Confidential Information shall be kept out of sight and secure while visitors are in the area.
- 4.13. Confidential Information shall not be removed from the Contractor's premises except with express written permission of the CA DOJ Contract Manager.
- 4.14. Fax numbers shall be verified with the intended recipient before sending faxes containing Confidential Information. Contractor fax machines shall be located in secure areas, per NIST SP 800-53 provisions on Physical and Environmental Protection (PE).

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- 4.15. Confidential Information shall only be mailed using secure methods. Large volume mailings of Confidential Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CA DOJ approved solution.
5. **Return, Destruction and Sanitization:** Within thirty (30) calendar days after the termination or expiration of this Agreement, Contractor shall return, destroy, and/or sanitize all digital media (e.g., digital media in scanners, copiers, printers, notebook computers, workstations, network components, mobile devices, etc.) and non-digital media (e.g., paper, microfilm, etc.) containing CA DOJ Information. Contractor shall, at its own expense, comply with CA DOJ's requirements regarding the return, destruction, and sanitization of CA DOJ Information. Sanitization and destruction of digital and non-digital information and media containing Confidential Information shall be performed in accordance with NIST SP 800-88.
6. **Incorporated by Reference:** The following documents are incorporated by reference and made part of this Agreement: (a) FIPS Publications 140-2, 197, 199, and 200; and (b) NIST SP 800-30, 800-37, 800-39, 800-53, and 800-88. The parties are also subject to all applicable federal and state laws and regulations, including, but limited not to: (i) the California Information Practices Act (Cal. Civil Code § 1798 et seq.); (ii) California Welfare and Institutions Code section 10850, subdivision (b), and section 13405; (iii) the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164); (iv) 45 C.F.R. Part 205.50 et seq. (Safeguarding Information for the Financial Assistance Programs); (v) the California Public Records Act (Cal. Government Code § 7920.000 et seq.); (vi) California Penal Code sections 502; (vii) California Vehicle Code section 1808.45; (viii) 28 C.F.R. Part 20 et seq.; (ix) the Federal Privacy Act (5 U.S.C. § 552a et seq.); (x) the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.); and (xi) California Health and Safety Code section 11362.713.
7. **Changes in Applicable Laws, Regulations, Policies and Standards:** If there are any changes in applicable state or federal laws, regulations, policies and/or standards related to any CA DOJ Information during the term of this Agreement, Contractor agrees to take all actions necessary to comply with them.
8. **Retention Required by Law:** Contractor may only retain Confidential Information after termination or expiration of this Agreement if required by state or federal law. During any such period, Contractor may not Access or use such Confidential Information for any purpose, except as required by federal or state law. Contractor's obligations under this Agreement shall continue until it returns, destroys, or sanitizes all such Confidential Information pursuant

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to this Agreement.

9. Third-Party Requests for CA DOJ Information:

9.1. Contractor shall promptly transmit to the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and CA DOJ CISO or their designee all requests for disclosure of any CA DOJ Information or other information related to this Agreement, including, but not limited to, California Public Records Act (Cal. Government Code § 7920.000 et seq.) or other legal requests, unless Contractor is prohibited from doing so by applicable state or federal law. Contractor shall work cooperatively with CA DOJ to respond timely and accurately to such requests.

9.2. Unless otherwise required by law, Contractor shall promptly notify the CA DOJ Contract Manager, CA DOJ CISO, and CA DOJ CJIS Chief (CIO) or their designee upon receipt of any legal requests (e.g., subpoenas, court or administrative orders, litigation discovery, etc.) for information related to this Agreement or Confidential Information or which might reasonably require disclosure of Confidential Information. Contractor must provide notice to CA DOJ within one (1) Business Day of receiving such a legal request. Unless otherwise prohibited by law, before responding to any such a legal request, Contractor agrees to provide its intended response to CA DOJ with adequate time for CA DOJ to review, provide comments, and/or seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed to CA DOJ unless authorized in writing by CA DOJ.

9.3. Contractor shall promptly inform the CA DOJ Contract Manager, CA DOJ CISO, and CA DOJ CJIS Chief (CIO) or their designee of any other inquiries related to this Agreement from any other persons or entities before responding to such inquiries.

10. **Contractor's Security Officer:** Contractor shall designate a security officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with the CA DOJ Contract Manager and CA DOJ CISO. All exception and exemption requests shall be reviewed by the Contractor's security officer prior to submission to the CA DOJ CISO.

11. **Communications:** To direct communications to CA DOJ regarding privacy and information security controls, Contractor shall contact DOJ staff using the contact information provided below. CA DOJ reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this

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Agreement.

CA DOJ Contract Manager	CA DOJ Information Security Office	CA DOJ CJIS Chief (CIO)
See the Statement of Work for the DOJ Contract Manager's contact information.	Chief Information Security Officer California Department of Justice 4949 Broadway, F104 Sacramento, CA 95820 Email: cadojiso@doj.ca.gov Phone: (916) 210-2879	CJIS Chief California Department of Justice 4949 Broadway, D216 Sacramento, CA 95820 Email: CJISChiefsOffice@doj.ca.gov Phone: (916) 210-5000

12. **Audit Rights:** CA DOJ may perform, at any time and in its sole discretion, audits of Contractor to ensure compliance with this Exhibit E-2n and all applicable state and federal laws and regulations related to information security and privacy of CA DOJ Information.

12.1. Such audits may also include an onsite safeguard review of Contractor's use of Confidential Information and its security controls for such information. CA DOJ will provide a minimum of seven (7) Business Days' notice before commencing an audit.

12.2. Notwithstanding the foregoing, if a security incident occurs or if CA DOJ has reason to believe that Contractor is out of compliance with this Exhibit E-2n or any applicable state or federal laws or regulations, CA DOJ may commence a for-cause audit without any prior notice to Contractor.

13. **Certification:** By signing this Exhibit E-2n:

13.1. Contractor acknowledges that Confidential Information is, by its very nature, sensitive and has potential for great harm if misused. Confidential Information is subject to strict confidentiality requirements imposed by this Exhibit E-2n, state and federal laws and regulations, and CA DOJ policies. Access to Confidential Information is therefore limited to the purpose(s) for which the Contractor has entered into this Agreement with CA DOJ. Misuse of Confidential Information (e.g., Accessing it or CA DOJ systems without authorization or while exceeding one's authorization or in ways not intended by CA DOJ; Accessing it or CA DOJ's systems for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this Agreement for a purpose other than that envisioned by the Agreement) may subject Contractor and/or its Personnel to civil, administrative, and criminal penalties. Such exposure for misuse includes, but is not limited to, prosecution for state and federal crimes. Contractor and its Personnel shall have no expectation of privacy in the use of

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computing systems and/or computing devices to Access, create, modify, or use CA DOJ Information (e.g., all actions may be recorded and monitored).

- 13.2. Contractor hereby certifies it has read and agrees to the terms and conditions of this Exhibit E-2n. Contractor further certifies it has read and is familiar with the contents of the documents incorporated by reference in this Exhibit E-2n and agrees to be bound by their terms and provisions.

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Contractor must sign this Exhibit E-2n and return it to CA DOJ before it may Access any Confidential Information.

READ, ACKNOWLEDGED, and CERTIFIED BY: Contractor's Project Representative

Name (Printed): Matthew Edling

Title: Partner

Business Name: Sher Edling LLP

Email Address: matt@sheredling.com

Phone: 628 231 2500

Signature: Matthew Edling Digitally signed by Matthew Edling
Date: 2025.05.15 15:24:08 -07'00'

Date Signed: 5/15/25

READ, ACKNOWLEDGED, and CERTIFIED BY: Contractor's Information Security Officer (or authorized official responsible for Contractor's information security program)

Name (Printed): Matthew Edling

Title: Partner

Business Name: Sher Edling LLP

Email Address: matt@sheredling.com

Phone: 628 231 2500

Signature: Matthew Edling Digitally signed by Matthew Edling
Date: 2025.05.15 15:24:40 -07'00'

Date Signed: 5/15/25

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These Special Provisions regarding Information Security Incident and Breach Requirements (Exhibit E-3n) set forth requirements Contractor is obligated to follow with respect to all information Security Incidents and Breaches (as defined herein) that in any way relate to or involve any information that the California Department of Justice (CA DOJ) has given Contractor Access (or otherwise provided to Contractor) under this Agreement. Contractor and CA DOJ intend to protect the security and confidentiality of all such Confidential Information and Personal Information pursuant to all applicable state and federal laws, rules, regulations, standards, and policies, including, without limitation, all laws and regulations regarding Breach Notifications.

DEFINITIONS

The definitions set forth in Exhibit E-1 and Exhibit E-2n are incorporated by reference and apply to this Exhibit E-3n. The following additional definitions also apply to this Exhibit E-3n:

- A. **Breach** means a Security Incident (defined below) that involves the loss of control, compromise, or the unauthorized acquisition, Access, use, disclosure, modification, deletion, destruction, or similar occurrence where (1) a person other than an authorized user Accesses, potentially Accesses, or is suspected of accessing PII or PI; or (2) an authorized user accesses, potentially Accesses, or is suspected of Accessing such information for other than authorized purposes.
- B. **Breach Notification** means a written notification of a Breach to a third party that is required under any state or federal law, including, but not limited to, California Civil Code sections 1798.29 and 1798.82.
- C. **Disclose** has the same meaning of that term in California Civil Code section 1798.3 subdivision (c): "to disclose, release, transfer, disseminate, or otherwise communicate all or any part of any record, orally, in written, or by electronic or any other means to any person or entity."
- D. **Security Incident** means (1) the actual, attempted, suspected, or potential loss of control, compromise, or unauthorized acquisition, Access, use, disclosure, modification, deletion, or destruction of CA DOJ Information or CJI (or a similar occurrence involving CA DOJ Information or CJI) by a person other than an authorized user or an authorized person for other than authorized purposes; (2) the actual, attempted, suspected, or potential unauthorized entry to a physical location where CA DOJ Information or CJI is maintained; or (3) the actual, attempted, suspected, or potential unauthorized Access to systems or systems components, including, but not limited to, software and hardware, used to process, store or transmit CA DOJ Information or CJI. Examples of actual, attempted, suspected, or potential security incidents include, but are not limited to:
 - Malicious code insertion or execution, ransomware execution, denial of service attacks, social engineering attacks, phishing attacks, or password spraying attacks.

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- Unauthorized changes to software, firmware, information, or configuration setting.
- Unauthorized Access to accounts or systems, or the unauthorized elevation of system privileges.
- Unauthorized or improper modification of maintenance tools.
- Compromise of the supply chain (including, but not limited to, compromise of any person involved with the supply chain) for information technology products, systems, or components, or compromise of distribution processes or warehousing facilities, which can result in insertion of counterfeit hardware, among other things.
- Suspicious physical entry or attempted entry activities, such as actual or attempted unauthorized entry to a building or area where Confidential Information and/or CJI is stored or maintained, actual or attempted entry outside of normal work hours, repeated actual or attempted entry to areas not normally entered, entry for unusual lengths of time, and out-of-sequence entry.
- Potential device compromise through intentional or unintentional action, such as rooting, jailbreaking, or malicious application installation on the device during a loss of device control scenario or inappropriate user action in the installation of applications to the device, which can occur from either intentional threat agent actions or accidental user actions.

TERMS AND CONDITIONS

Contractor agrees to the following Terms and Conditions:

1. Contractor shall investigate, at its own expense, all Security Incidents and Breaches arising out of or relating to this Agreement. Contractor shall comply with all applicable state and federal laws, regulations, standards, and policies regarding Security Incidents and/or Breaches, including, but not limited to, California Civil Code sections 1798.29 and 1798.82 and/or the FBI CJIS Security Policy. For the avoidance of doubt, if the Security Incident or Breach involves CJI, then the FBI CJIS Security Policy is applicable, and Contractor must comply with it pursuant to Exhibit E-1.
2. Contractor shall, at its own expense, comply with all of CA DOJ's directions, instructions, and requirements regarding any Security Incidents or Breaches arising out of or related to this Agreement (except as otherwise required by law), including, but not limited to, providing complete cooperation and assistance in complying with all related state and federal laws, regulations, standards, and policies applicable to CA DOJ and/or Contractor.

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3. Contractor shall notify the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and CA DOJ Chief Information Security Officer (CA DOJ CISO) immediately by telephone and email upon (and, in no case, more than four (4) hours after) the discovery of any Security Incident or Breach. In addition, the Contractor shall:
 - 3.1. Take prompt action to mitigate any risk, harm, or damage arising out of or related to the Security Incident or Breach, including, but not limited to, protecting Confidential Information, CJ, PI, PII, and the operating environment.
 - 3.2. Take all actions required by applicable federal and state laws, regulations, standards, and policies related to the Security Incident or Breach, including, but not limited to, all requirements concerning the unauthorized Access to or disclosure of PI and/or PII.
 - 3.3. Immediately initiate an investigation of the Security Incident or Breach upon Contractor's discovery of it.
4. Within twenty-four (24) hours of Contractor's discovery of the Security Incident or Breach (unless a different time is mutually agreed upon by the CA DOJ CISO or designee and the Contractor's CISO or designee), Contractor shall provide the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and the CA DOJ CISO a written description of the Security Incident or Breach containing the following information, to the extent known at the time and with as much detail as possible:
 - 4.1. The Contractor's point(s) of contact about the Security Incident or Breach, including each person's name, title, phone number (extension, if any), and email address.
 - 4.2. The name of the person reporting the Security Incident or Breach.
 - 4.3. The date the Security Incident or Breach was discovered and, if different, the date it was first reported to Contractor.
 - 4.4. The date of the occurrence (e.g., threat activity, exploitation, etc.) of the Security Incident or Breach.
 - 4.5. Location(s) of the Security Incident or Breach.
 - 4.6. The method of detection.
 - 4.7. The systems, hardware, software, configurations, and/or components affected.
 - 4.8. The types of information and data elements potentially affected or at risk (e.g., the types of Confidential Information, PII, PI, CJ, or Public Information).
 - 4.9. The amount of data and/or information potentially affected or at risk.
 - 4.10. The types of digital and/or non-digital media potentially affected or at risk.
 - 4.11. The corrective actions taken/resolution by Contractor.

CA DOJ Contract #:	24-0510U
Exhibit 'E-3n' – Special Provisions (Non-State Entity) Information Security Incident and Breach Requirements (DOJ-ISRS-SP00E3n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 03/24/2025	

- 4.12. The cause of the Security Incident or Breach.
- 4.13. The nature of the Security Incident or Breach (e.g., ransomware, phishing, password spraying, malicious code insertion or execution, jailbreaking, unauthorized authentication, Access, disclosure, modification, or deletion, etc.).
- 4.14. The names of any internal or external persons or actors known or reasonably suspected to have engaged in any unauthorized or improper activity and the nature of such activity.
- 4.15. The names of any internal or external persons who engaged in unauthorized or improper Access, use, or disclosure of PI or PII.
- 4.16. For any potential PI or PII suspected of being potentially disclosed or transmitted, (a) the forums in which the information was disclosed (e.g., darkweb, websites, social media posts, etc.); (b) the digital or physical locations, places, or geographic regions or countries where the information was sent, transmitted or disclosed; and/or (c) names of the persons or entities to whom the information was transmitted, sent, or disclosed.
- 4.17. Whether Contractor reasonably believes Breach Notifications might be required under California Civil Code section 1798.29 or 1798.82 or any other applicable federal or state laws.
5. Contractor shall provide updates on Contractor's investigation of the Security Incident or Breach to the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and the CA DOJ CISO every twenty-four (24) hours or as otherwise requested by CA DOJ. Contractor's updates shall provide, at a minimum: (a) any additional details learned regarding the information required by Section 4 above, and (b) any other information requested by CA DOJ.
6. Before engaging any third-party consultant, vendor, service provider, or subcontractor to assist with its investigation of any Security Incident or Breach, Contractor must obtain CA DOJ's written approval. Contractor shall submit any requests for such approval in writing to the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and the CA DOJ CISO.
7. Contractor shall provide a written report of the investigation to the CA DOJ Contract Manager, CA DOJ CJIS Chief (CIO), and the CA DOJ CISO (at a time determined by CA DOJ, in its sole discretion), containing the information specified in the sections above and contained in any updates provided and a corrective action plan, including a description of the compensating controls and any other measures that have or will be taken to mitigate the Security or Breach and any associated potential risks, harms, or damages. This report shall contain as much detail as possible at the time of its submission by Contractor. CA DOJ may, in its sole discretion and at any time, subsequently require Contractor to submit one or more

CA DOJ Contract #:	24-0510U
Exhibit 'E-3n' – Special Provisions (Non-State Entity) Information Security Incident and Breach Requirements (DOJ-ISRS-SP00E3n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 03/24/2025	

updated versions of this report with additional information or details regarding the Security Incident or Breach.

8. CA DOJ may, in its sole discretion, determine whether Contractor's corrective action plan, compensating controls and mitigations are sufficient. CA DOJ may, in its sole discretion, require Contractor to implement additional corrective measures, controls, or mitigations that CA DOJ reasonably believes are necessary to address the Security Incident or Breach.
9. Contractor shall be responsible for all costs and expenses arising out of or related to its obligations under this Exhibit E-3n, including, but not limited to, all costs associated with investigating any Security Incident or Breach and any corrective actions, mitigations, and/or Breach Notifications to address the Security Incident or Breach. If CA DOJ determines, in its sole discretion, that it is appropriate to issue Breach Notifications to any persons or entities whose data has been lost or breached in connection with a Security Incident or Breach, Contractor shall bear any and all costs associated with the Breach Notification and any related mitigations (e.g., credit monitoring service for impacted individuals) selected by CA DOJ.
10. In addition, Contractor shall be responsible for all other costs and expenses, including all costs and expenses incurred by CA DOJ, arising out of or related to any Security Incident or Breach that resulted from Contractor's failure to comply with this Agreement or the negligent or intentional acts or omissions of Contractor. These costs and expenses include, but are not limited to, consultant time, material costs, postage, media announcements, anti-fraud protection (e.g., credit monitoring for impacted individuals), and other identifiable costs associated with the breach or loss of data.
11. CA DOJ may inspect the facilities, systems, system logs, books, and records of Contractor to monitor compliance with the safeguards required herein. Contractor shall promptly remedy any noncompliance identified by CA DOJ. Notwithstanding the foregoing, CA DOJ may, in its sole discretion, terminate this Agreement for any such noncompliance and require the prompt destruction, sanitization, and/or return of all CA DOJ Information and/or CJI.
12. Contractor shall promptly address any actual or suspected information security vulnerabilities of which it becomes aware during the term of this Agreement.
 - 12.1. Security testing and remediation must be performed prior to production use of software, including new releases. Vulnerabilities that cannot be remediated prior to production must be documented in writing and submitted to the CA DOJ CISO and CA DOJ CJIS Chief (CIO) within twenty-four (24) hours of discovery. Written approval by the CA DOJ CISO and CA DOJ CJIS Chief (CIO) or their designee is required before production use of software with known vulnerabilities is permitted.
 - 12.2. During the term of this Agreement, Contractor is also responsible for being aware of and promptly addressing vulnerabilities (a) identified in alerts issued through

CA DOJ Contract #:	24-0510U
Exhibit 'E-3n' – Special Provisions (Non-State Entity) Information Security Incident and Breach Requirements (DOJ-ISRS-SP00E3n)	
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customary channels in the information security industry, such as alerts issued by software and hardware manufacturers and government agencies (e.g., U.S. Cybersecurity & Infrastructure Security Agency); and (b) reported directly to Contractor by any person. Contractor's failure to fulfill this obligation shall constitute a breach of this Agreement.

13. To direct communications to CA DOJ regarding Security Incidents, Breaches, the requirements of this Exhibit E-3n, and related matters, Contractor shall contact CA DOJ staff using the contact information provided below. CA DOJ reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Agreement.

CA DOJ Contract Manager	CA DOJ Information Security Office	CA DOJ CJIS Chief (CIO)
See the Statement of Work for the CA DOJ Contract Manager's contact information.	Chief Information Security Officer California Department of Justice 4949 Broadway, F104 Sacramento, CA 95820 Email: cadojiso@doj.ca.gov Phone: (916) 210-2879	CJIS Chief California Department of Justice 4949 Broadway, D216 Sacramento, CA 95820 Email: CJISChiefsOffice@doj.ca.gov Phone: (916) 210-5000

14. **Certification:** By signing this Exhibit E-3n, Contractor hereby certifies it has read and agrees to the terms and conditions of this Exhibit E-3n. Contractor further certifies that it has read and is familiar with the contents of all materials incorporated by reference and made part of this Exhibit E-3n. Contractor also represents, warrants and certifies that it has the technical capabilities, expertise, and Personnel to comply with the requirements set forth herein.

CA DOJ Contract #:	24-0510U
Exhibit 'E-3n' – Special Provisions (Non-State Entity) Information Security Incident and Breach Requirements (DOJ-ISRS-SP00E3n)	
Issued by: California Department of Justice, Information Security and Research Services	
Effective Date: 03/24/2025	

Contractor must sign this Exhibit E-3n and return it to CA DOJ before it may Access any CA DOJ Information or CJI.

READ, ACKNOWLEDGED, and CERTIFIED BY: Contractor's Project Representative

Name (Printed): Matthew Edling

Title: Partner

Business Name: Sher Edling LLP

Email Address: matt@sheredling.com

Phone: 628 231 2500

Signature: Matthew Edling Digitally signed by Matthew Edling
Date: 2025.05.15 15:31:32 -07'00'

Date Signed: 5 /15/25

READ, ACKNOWLEDGED, and CERTIFIED BY: Contractor's Information Security Officer (or authorized official responsible for Contractor's information security program)

Name (Printed): Matthew Edling

Title: Partner

Business Name: Sher Edling LLP

Email Address: matt@sheredling.com

Phone: 628 231 2500

Signature: Matthew Edling Digitally signed by Matthew
Edling
Date: 2025.05.15 15:31:58 -07'00'

Date Signed: 5/15/25

EXHIBIT F
(Standard Agreement)

RESUMES

Vic Sher
Partner

Vic Sher has spent his career developing and prosecuting unparalleled legal strategies to protect people and the planet. Over the past 30 years, he has achieved exceptional success—as a litigator, a consultant and as the leader of the world’s largest public interest environmental law firm—on behalf of communities and non-governmental organizations against the world’s most powerful polluters and largest law firms. Beyond representing public agencies and organizations in active lawsuits, Vic consults on effective litigation strategies with government agencies, national and local non-profit organizations, and attorneys around the country.

From 1998 through 2011, Vic’s practice focused solely on representing public water suppliers and other public agencies in lawsuits against the manufacturers of toxic chemicals polluting drinking water sources. He was a partner with Miller & Sher in Sacramento from 1998 through 2002, then founder and principal litigator with Sher Leff LLP in San Francisco from 2003 through 2011. In 2009, Vic served as New York City’s lead trial counsel in *City of New York v. ExxonMobil*, a federal jury trial over MTBE contamination in Queens that resulted in a verdict for the City of \$104.7 million. His team was recognized as a Public Justice Trial Lawyer of the Year finalist. In a federal multidistrict litigation, *In Re: MTBE Litigation*, involving hundreds of public water agencies around the country, Vic was designated by the court as national co-lead counsel for the plaintiffs. He also represented numerous public water agencies and utilities in matters involving a variety of chemicals including MTBE, TCP, DBCP, PCE, and DDT.

Vic practiced with the public interest law firm Earthjustice (then known as the Sierra Club Legal Defense Fund) from October 1986 until June 1997, including as its President from 1994 to 1997. As President, he acted as the CEO for the world’s largest public interest environmental law firm, with 50 lawyers in ten offices. The *American Lawyer* called some of his work during this period among the “most important public lands management litigation in this country’s history.” The *ABA Journal* noted that Vic’s lawsuits caused a “dramatic new direction in forest policy” for tens of millions of acres of federal forests, “forcing an end to business as usual”. He also litigated many cases to protect communities from toxic chemicals, preserve endangered ecosystems and species, conserve public lands, and improve air and water quality.

Named a 2011 LawDragon 500 lawyer and a Northern California Super Lawyer since 2005, Vic received a Pew Scholarship in Conservation and the Environment in 1992, and shared the Natural Resources Council of America Award of Achievement for Policy Activities in 1993. The *American Lawyer Magazine* named him for its 1997 “Public Sector 45,” a list of “45 young lawyers outside the private sector whose vision and commitment are changing lives”. Vic is a 1976 graduate of Oberlin College, where he was Phi Beta Kappa, received high honors, and was awarded the Comfort-Starr Award for excellence in the study of government. He received his law degree in 1980 from Stanford Law School, where he was a member of the Law Review.

Vic is a member of the California bar and is admitted to practice before the United States Supreme Court, the United States Court of Federal Claims, and the United States Court of Appeals for the First Circuit, Third Circuit, Fourth Circuit, Eighth Circuit, Ninth Circuit, Federal Circuit, and District of Columbia Circuit. He is also admitted to the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

EXHIBIT F
(Standard Agreement)

RESUMES

Matthew Edling
Partner

For more than 15 years, Matt has represented public entities in large individual actions, as well as plaintiffs in complex litigation. Matt currently serves as counsel for several states, counties and cities in litigation related to climate damages, water and land contamination, and natural resources damages involving myriad petrochemical, agrichemical, and other man-made chemicals.

Recently, Matt served as trial counsel for California's toxics agency arising out of its largest-ever contaminated site cleanup, which was caused by airborne lead emissions. *California Dep't of Toxic Substances Control, et al. v. NL Indus., Inc., et al.*, No. 2:20-11293 (C.D. Cal.). As lead counsel working on behalf of water providers on Long Island, Matt helped secure more than \$65 million in consent judgments and settlements arising out of contaminated drinking water. *Bethpage Water District v. United States, et al.*, No. 22-cv-2050 (E.D.N.Y.); *South Farmingdale Water District v. United States, et al.*, No. 22-cv-2051 (E.D.N.Y.). Matt's efforts as lead counsel on behalf of California public entities resulted in \$630 million in infrastructure improvements to abate transboundary water contamination. *City of Imperial Beach, et al. v. International Boundary and Water Commission, et al.*, No. 18-cv-457 (S.D. Cal.).

Over his career, Matt, frequently in tandem with public counsel, has recovered hundreds of millions of dollars for clients. Matt understands the need to balance the public and policy implications involved in environmental litigation, and bring stakeholders together in and out of the courtroom to achieve lasting success. Matt also has extensive experience in significant commercial matters, involving fraud, securities, insurance bad faith, consumer, financial litigation, and contract claims. Matt has been appointed to leadership positions in multi-party and class actions in state and federal courts, as well as primary counsel in multiparty actions throughout the country.

Matt's successes led to The Recorder naming him as one of the top fifty California attorneys with under ten years of practice (2012), and he has been named among the highest class of attorneys for professional ethics and legal skills, with an AVPreeminent rating by Martindale Hubbell.

Matt is a 2002 graduate of California Polytechnic State University, San Luis Obispo, where he was awarded the University's highest academic honor and named class Valedictorian. He is a 2007 graduate of Hastings College of the Law where he was a member of the Law and Policy Review and the Civil Justice Clinic.

Matt is a member of the California, New York, and District of Columbia bars. He is admitted to practice before the United States Supreme Court, United States Court of Appeals for the First, Second, Third, Fourth, Eighth, Ninth, and Federal Circuits and the United States Court of Federal Claims. He is also admitted to the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the Eastern and Southern Districts of New York.

EXHIBIT F
(Standard Agreement)

RESUMES

Katie Jones
Partner

Katie Jones has long worked to preserve our environment and safeguard it for future generations. Her practice spans trial and appellate experience, grounded in creative advocacy to hold polluters accountable and achieve success for her clients.

Before joining Sher Edling, Katie was an attorney at the Sierra Club, where she worked on a wide variety of environmental matters, including challenges to new fossil fuel infrastructure and cases to improve government transparency and to reduce exposure to toxic chemicals. Previously, she clerked for Colorado Supreme Court Justice Gregory J. Hobbs, Jr.

Katie received her law degree in from the University of California, Berkeley, School of Law, where she earned a certificate in environmental law and was awarded the Landis Prize for Water Law. During law school, Katie served as an editor for the California Law Review and Ecology Law Quarterly. Prior to attending law school, Katie worked as a Fulbright Fellow in an indigenous community in Mexico, focusing on learning from traditional environmental knowledge to diversify local agriculture. She is a graduate of Georgetown University's School of Foreign Service.

Katie is a member of the California and District of Columbia bars and is admitted to practice before the United States Court of Appeals for the Ninth Circuit and the United States District Court for the Northern and Eastern Districts of California.

Yumehiko Hoshijima
Associate

Yumehiko "Yume" Hoshijima joined Sher Edling in September 2021 to help secure just outcomes for its clients. He previously clerked for the Honorable Scott M. Matheson, Jr. of the U.S. Court of Appeals for the Tenth Circuit and the Honorable John A. Kronstadt of the U.S. District Court for the Central District of California.

Yume holds a B.A., magna cum laude, in Environmental Studies from Yale College; a Master of Environmental Management from the Yale School of the Environment; and a J.D. from Yale Law School. During graduate school, Yume served as an Articles & Essays Editor of the Yale Law Journal, advised former U.S. Secretary of State John Kerry as one of his inaugural fellows, led student organizations, taught undergraduates as a Lead Teaching Fellow in Environmental Studies, and represented clients through the Environmental Justice Clinic, Environmental Protection Clinic, and Rule of Law Clinic. He spent his summers at Earthjustice, the Environmental Defense Fund, and the Natural Resources Defense Council.

Yume is a first-generation American born in Japan and raised in San Diego, California.

Yume is a member of the California bar and is admitted to practice before the U.S. Court of Appeals for the Tenth Circuit, and the United States District Court for the Northern, Central, and Eastern Districts of California.

EXHIBIT F
(Standard Agreement)

RESUMES

Miranda Holeton
Associate

Miranda Holeton joined Sher Edling in October 2022 to be a zealous advocate for people and the planet. Prior to joining the firm, she served as a Legal Research Assistant in the Law and Motion Department at San Francisco Superior Court.

Miranda received her J.D. magna cum laude from UC Hastings in 2021 with a concentration in environmental law. While in law school, she served as co-president of the Hastings Environmental Law Association, executive acquisitions editor of the Hastings Environmental Law Journal, and board member of the Hastings Public Interest Law Foundation, a nonprofit which provides scholarships to law students participating in unpaid, public interest internships. Miranda interned at the California Coastal Commission, Earthjustice, the Center for Biological Diversity, and Shute, Mihaly & Weinberger during law school.

Prior to law school, Miranda was a park ranger at Fitzgerald Marine Reserve in Moss Beach, CA. She now serves on the Board of Directors of the Friends of Fitzgerald Marine Reserve, the park's supportive nonprofit which provides educational tours to over 2,000 school children each year. Miranda is also an editor of the nonprofit's quarterly newsletter, Between the Tides.

Miranda graduated from Pitzer College in 2012 with a double major in Environmental Analysis and International & Intercultural Studies.

Miranda is a member of the California bar and is admitted to practice before the United States District Court for the Eastern and Central Districts of California.

Anthony Tohme
Associate

Anthony joined Sher Edling in September 2022 to hold corporate malefactors accountable for the damage they inflict on vulnerable people and ecosystems. Anthony earned his J.D. from Yale Law School, where he represented clients through the Immigrant Rights Clinic and served on the Board of the Middle Eastern and North African Law Students' Association. During his summers, he interned at the Rhode Island Attorney General's Office and Sher Edling.

Anthony holds a B.A. in History and Political Science from Rice University. In his free time, he enjoys hiking, playing soccer, reading about Middle Eastern history, and spending time with his cat.

Anthony is a member of the California bar and is admitted to practice before the United States District Court for the Northern District of California.

EXHIBIT F
(Standard Agreement)

RESUMES

Grace Koster
Associate

Grace joined Sher Edling in 2023 to hold polluters accountable and advance clean water and climate adaptation for communities across the country. Grace earned her J.D. from the University of California, Berkeley School of Law, with both a certificate in environmental law and a certificate in energy and clean technology law. During law school, she served as an editor on the California Law Review and Ecology Law Quarterly, and worked pro bono for California Indian Legal Services, which provides legal services for Native people throughout the state.

Prior to law school, Grace had a career as a marine ecologist, connecting science to community needs in the development of ocean policy. She earned her B.S and M.S. at Stanford University's School of the Earth, in the Earth Systems program, focused on complex social and ecological challenges. She has worked with public agencies and conservation organizations around the world to implement innovative solutions in the context of rapid and heart wrenching global change.

When she's not at the beach with her family, Grace enjoys making a mess in the kitchen and reading historical fiction.

Grace is a member of the California bar.

EXHIBIT 13

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

24-0510U

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Sher Edling LLP		2. FEDERAL I.D. NUMBER 81-3554198
3. AGENCY TRANSMITTING AGREEMENT DEPARTMENT OF JUSTICE	4. DIVISION, BUREAU, OR OTHER UNIT PRD/Environmental Justice & Protection	5. AGENCY BILLING CODE 043-432
6a. CONTRACT ANALYST NAME Rowena Aquino	6b. EMAIL Rowena.Aquino@doj.ca.gov	6c. PHONE NUMBER (916) 210-6573
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES

This is a contract for the services of an outside counsel.

Case Name: People of the State of California ex rel. Rob Bonta v. Exxon Mobil et al.

Docket No.: 00003 430 OK2023302311

DAG: Erin Ganahl

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Contractor, via Sher Edling LLP, an expert in the field of climate nuisance and deception litigation against the fossil fuel industry, and their legal staff, shall provide consultation, advice and services to, the DOJ in the matter referenced herein. [REDACTED]

[REDACTED]

[REDACTED]

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
- ☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
- ☐ Reimbursement / Revenue _____ or _____ %
- ☒ Other (Explain) See Budgeted Line Items which is incorporated as Exhibit B to the Standard Agreement (STD 213).

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> General	0820-001-0001	24/25	22	2024	[REDACTED]
<input type="checkbox"/> General	0820-001-0001	25/26		2025	[REDACTED]
<input type="checkbox"/> General	0820-001-0001	26/27		2026	[REDACTED]
OBJECT CODE 4150	AGREEMENT TOTAL				[REDACTED]

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

24-0510U

AMENDMENT NUMBER

OPTIONAL USE

Support 4320

AMOUNT ENCUMBERED BY THIS DOCUMENT

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

TOTAL AMOUNT ENCUMBERED TO DATE

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

Cycil SchomerDigitally signed by Cycil Schomer
Date: 2025.05.21 22:44:23 -07'00'

ACCOUNTING OFFICER'S NAME (Print or Type)

Cycil Schomer / Accounting Admin I

DATE SIGNED

5/21/2025

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	03/12/2025			Exempt - SCM Vol. 1, Sec. 5.80, A.7.
<input checked="" type="checkbox"/> Amendment 1				
TOTAL				

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used) ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB) ☒ Exempt from Bidding (Give authority for exempt status) ☐ Sole Source Contract (Attach STD. 821)
☒ Other (Explain) This agreement is for outside counsel for litigation. Exempt per SCM, VOL. 1, 5.80, A.7.

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The contractor's rates are reasonable as compared to other outside counsel with the same qualifications and expertise as the contractor's.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☐ Not Applicable (Interagency / Public Works / Other)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

Barbara KafatiDigitally signed by Barbara Kafati
Date: 2025.05.21 13:28:30 -07'00'

SIGNER'S NAME (Print or Type)

Barbara Kafati, Manager, OPS Contracts Unit

DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☒ None on file ☐ No ☐ Yes ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

☐ No ☒ Yes ☐ N/A

B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes % of Agreement

This is a contract for an outside counsel. At present, the list of DVBE resources is extremely limited. Checked DGS's certification list on their website without success in locating a DVBE an outside counsel in the needed field. This outside counsel was chosen based on

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

24-0510U

AMENDMENT NUMBER

qualifications and expertise, as well as availability to assist the Department in the subject litigation.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME
LONGER THAN THREE YEARS?



No



Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

Barbara Kafati

Digitally signed by Barbara Kafati
Date: 2025.05.21 13:28:45 -07'00'

NAME/TITLE (Print or Type)

Barbara Kafati, Manager, OPS Contracts Unit

DATE SIGNED

AGREEMENT NUMBER	AMENDMENT NUMBER
24-0510U	

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.


<i>The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).</i>			
SIGNATURE Barbara Kafati  Digitally signed by Barbara Kafati Date: 2025.05.21 13:29:17 -07'00'		NAME/TITLE(Print or Type) Barbara Kafati, Manager, OPS Contracts Unit	DATE SIGNED
PHONE NUMBER (916) 210-6534	STREET ADDRESS Department of Justice - 1300 I Street, Suite 820		
EMAIL Barbara.Kafati@doj.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

EXHIBIT 14



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Public: (916) 445-9555
Facsimile: (916) 324-8835
E-Mail: Keith.Wurster@doj.ca.gov

July 24, 2025

Sent via E-mail

Joe Thomas
Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
Joe@govoversight.org

RE: Public Records Act Request; DOJ No. 2025-01359

Dear Mr. Thomas:

This letter is in response to your e-mail request received by the California Department of Justice (the Department) on June 4, 2025, in which you sought records pursuant to the California Public Records Act (PRA) as set forth in Government Code section 7920.000 et seq.

Specifically, you requested that the Department provide the following:

1. *Any common interest agreement, contingency fee or other fee agreement, secondment agreement, and/or retainer agreement and/or engagement agreements, entered into by your Office in 2025 with Sher Edling LLP (Sher Edling);*
2. *Any paperwork completed by your Office in 2025 pursuant to Government Code, Article 4, Personal Services Contracts §§ 19130 – 19135, Personal Services Contracting, California Code of Regulations (Cal. Code Regs.), title 2, section 547.64, and/or otherwise to obtain approval for or to document and/or justify its retention of Sher Edling LLP.*

On June 19, 2025, the Department extended the date for responding to your request to June 30, 2025.

The Department has conducted a search of the Department's legal indexes and other logical places, and consulted with knowledgeable persons, and has located records responsive to this request, some of which are being produced with this letter. Certain responsive documents and material contained in the documents that are being produced are exempt from disclosure under California Government Code Section 7927.200. These records relate to matters in active litigation and for which outside counsel has been engaged. Disclosure of such information at this

time would be injurious to the Department or its clients. Such material is being redacted from the documents being produced and other records are being withheld from production based on this exemption.

Some responsive records, and material contained in the records being produced, are also protected from disclosure by the attorney client privilege and/or the attorney work product doctrine – see, California Code of Civil Procedure section 2018.030, and California Evidence Code sections 175, 950, and 953-954. These protections from disclosure are incorporated into the PRA by Government Code section 7927.705. Such material is being redacted from the documents being produced and other records are being withheld from production based on these exemptions.

In addition, there are responsive documents that are being withheld or produced with redactions based on the deliberative process privilege and the balancing test under California Government Code section 7922.000. Internal discussions and exchanges regarding the hiring of outside counsel and the qualifications of potential counsel to assist with specific litigation are deliberative by nature and revealing such deliberation would expose the decision-making process of the Department in such a way as to discourage candid discussion within the Department thereby undermining the Department's ability to effectively hire outside counsel and the managing its litigation. Thus, the public interest in withholding such records from disclosure outweighs the public interest in disclosing such records.

This completes our production and response to your request. Should you have any questions please do not hesitate to contact me directly.

Sincerely,

/s/ Keith L. Wurster

KEITH L. WURSTER
Deputy Attorney General

For ROB BONTA
Attorney General

EXHIBIT 15

CALIFORNIA PUBLIC RECORDS REQUEST

June 6, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain Correspondence

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public Records Act §§ 6250 *et seq.*, please provide copies of all correspondence, and any accompanying information, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Liz Scheller-Crowley** (executive speechwriter), ii) **Paty Licea Chavez** (briefing coordinator), iii) **Bethany Lesser** (comms director), iv) **Tara Gallegos** (deputy comms director), and/or v) **Joanne Adams** (deputy comms director), that b) includes anywhere, whether as sent to or from or copying (again whether as cc: or bcc:), or otherwise, i) **Rachel.Rothschild@gmail.com**, ii) **@surfrider.org**, iii) **@healthebay.org**, iv) **@baykeeper.org**, and/or v) **@sierraclub.org**, and is c) dated at any time during the three-month period from **August 1, 2024 through October 31, 2024**, inclusive.

The preceding search terms are not case sensitive.

- * **To further narrow** our request please **exclude as non-responsive** any records which
- a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);
 - b) do not name any of Gordon, Bonta, and/or Lewis as a direct or copied recipient;
 - c) correspondence that merely receives newsletters or press summaries or ‘clippings’, such as news services, stories or opinion pieces, *from the original source*;
 - d) subscription emails sent from an external party to the three named staff;
 - e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or
 - f) automatically generated emails not sent by a named individual: *e.g. out of office replies*.

We are aware that some records responsive to this request will have more than one of the named officials as parties. **Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.**

However, we do request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We request that the Office conduct a non-conflicted search, as necessary to fulfill its obligation to conduct a reasonable search. A non-conflicted and therefore proper processing of this request does not merely entail asking the employee named in the request if they possess responsive information. We request that the Office assert in its response whether that response is based on a search conducted by the staff identified in the request, or by another party.

In the event that the Office’s custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We request entire “threads” of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO requests records on your system, e.g., its backend logs, and does not seek only those records which survive on an employee's own machine or account. We do not demand your office produce requested information in any particular form, instead we request records in their native form, with specific reference to the U.S. Securities and Exchange Commission Data Delivery Standard. The covered information we seek is electronic information, this includes electronic records, and other public information.

GAO looks forward to your response. In the event you have any questions, please feel free contact me at the below email address. Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 16

CALIFORNIA PUBLIC RECORDS REQUEST

June 20, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain Correspondence

Dear Sir or Madam:

This responds to your request for clarification dated June 16, 2025. Please note that our request seeks copies of all correspondence, and any accompanying information, including also any attachments, a) sent to or from or copying (whether as cc: or bcc:) i) **Liz Scheller-Crowley** (executive speechwriter), ii) **Paty Licea Chavez** (briefing coordinator), iii) **Bethany Lesser** (comms director), iv) **Tara Gallegos** (deputy comms director), and/or v) **Joanne Adams** (deputy comms director), that b) includes anywhere, whether as sent to or from or copying (again whether as cc: or bcc:), or otherwise, i) **Rachel.Rothschild@gmail.com**, ii) **@surfrider.org**, iii) **@healthebay.org**, iv) **@baykeeper.org**, and/or v) **@sierraclub.org**, and is c) dated at any time during the three-month period from **August 1, 2024 through October 31, 2024**, inclusive.

The preceding search terms are not case sensitive.

* **To further narrow** our request you may (and we ask that you) **exclude as non-responsive** any records which

a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);

b) correspondence that merely receives newsletters or press summaries or 'clippings', such as

news services, stories or opinion pieces, *from the original source*;

c) subscription emails sent from an external party to the three named staff;

d) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or

e) automatically generated emails not sent by a named individual: *e.g. out of office replies*.

We are aware that some records responsive to this request will have more than one of the named officials as parties. **Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.**

However, we do request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We request that the Office conduct a non-conflicted search, as necessary to fulfill its obligation to conduct a reasonable search. A non-conflicted and therefore proper processing of this request does not merely entail asking the employee named in the request if they possess responsive information. We request that the Office assert in its response whether that response is based on a search conducted by the staff identified in the request, or by another party.

In the event that the Office's custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We request entire "threads" of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated

costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO requests records on your system, e.g., its backend logs, and does not seek only those records which survive on an employee's own machine or account. We do not demand your office produce requested information in any particular form, instead we request records in their native form, with specific reference to the U.S. Securities and Exchange Commission Data Delivery Standard. The covered information we seek is electronic information, this includes electronic records, and other public information.

GAO looks forward to your response. In the event you have any questions, please feel free contact me at the below email address. Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 17

CALIFORNIA PUBLIC RECORDS REQUEST

October 24, 2025

Attorney General's Office
Public Records Coordinator
P.O. Box 944255-2550
Sacramento, CA

Via Email: publicrecords@doj.ca.gov

Re: Certain Correspondence

Dear Sir or Madam:

On behalf of Government Accountability & Oversight, a 501(c)(3) non-profit public policy institute with research, investigative journalism and publication functions, as part of a transparency initiative seeking public records relating to environmental and energy policy and related activities at various agencies at all levels of government, which includes an active campaign of broad dissemination of public information obtained under open records and freedom of information laws to the broader population, pursuant to the California Public Records Act §§ 6250 *et seq.*, please provide copies of all correspondence from **August 1, 2024 through October 24, 2025**, inclusive, and any accompanying information¹, including also any attachments, that 1) were sent to or from or which copy (whether as cc: or bcc:) a) **Jessica Gordon**, b) **Laura Zuckerman**, c) **Rob Bonta** and/or d) **Heather Lewis** (Deputy AG, Environment Section), that 2) includes anywhere, *whether as a party or otherwise*, any email address ending in **@cpmlegal.com** (not case sensitive).

* **To further narrow** our request please **exclude as non-responsive** any records which
a) were sent to broad distribution lists (e.g., emails from an email address beginning with

¹ See discussion of SEC Data Delivery Standards, *infra*.

info@, media@, press are examples of such emails);

- b) do not visibly name any of those named officials as a direct or copied recipient;
- c) correspondence that merely receives newsletters or press summaries or ‘clippings’, such as news services, stories or opinion pieces, *from the original source*;
- d) subscription emails sent from an external party to the named staff;
- e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or
- f) automatically generated emails not sent by a named individual: *e.g. out of office replies*.

We are aware that some records responsive to this request will have more than one of the named officials as parties. **Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.**

However, we do request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

We request that the Office conduct a non-conflicted search, as necessary to fulfill its obligation to conduct a reasonable search. A non-conflicted and therefore proper processing of this request does not merely entail asking the employee named in the request if they possess responsive information. We request that the Office assert in its response whether that response is based on a search conducted by the staff identified in the request, or by another party.

In the event that the Office’s custodian of public records determines that a release of a given record would contain confidential or private information or otherwise seek to withhold information, we request to state the reasons for any such withholdings.

We understand that in some instances a public body may charge a fee for the cost of the search, examination, review, copying, separation of confidential from nonconfidential information, and mailing costs. If your Office expects to seek a charge associated with the searching, copying or production of these records, please provide an estimate of anticipated

costs. As noted earlier in this request, GAO is a non-profit public policy organization dedicated to informing the public of developments in the area of energy and environmental issues and relationships between governmental and non-governmental entities as they relate to those issues. GAO's ability to obtain fee waivers is essential to this work. GAO intends to use any responsive information to continue its work highlighting the nexus between interested non-governmental entities and government agency decision-making. The public is both interested in and entitled to know how regulatory, policy and enforcement decisions are reached. GAO ensures the public is made aware of its work and findings via media, its websites govoversight.org and climatelitigationwatch.org dedicated to broadly disseminating energy and environmental policy news and developments. The public information obtained by GAO have been relied upon by established media outlets such as the Washington Times and Wall Street Journal editorial page.

GAO requests records on your system, e.g., its backend logs, and does not seek only those records which survive on an employee's own machine or account. We do not demand your office produce requested information in any particular form, instead we request records in their native form, with specific reference to the U.S. Securities and Exchange Commission Data Delivery Standard. The covered information we seek is electronic information, this includes electronic records, and other public information whether attachments or metadata.

GAO looks forward to your response. In the event you have any questions, please feel free contact me at the below email address.

Thank you for your prompt consideration.

Respectfully submitted,
Joe Thomas
Joe@govoversight.org

Government Accountability & Oversight
30 N. Gould Street, #12848
Sheridan, WY 82801
(434) 882-4217

EXHIBIT 18



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
Public: (916) 445-9555
Telephone: (916) 210-6504
E-Mail: Laura.RandlesLittle@doj.ca.gov

November 19, 2025

Via Email:

Joe Thomas

Joe@govoversight.org

RE: Public Records Act Request; DOJ No. 2025-02577

Dear Joe Thomas:

This letter is in response to your recent correspondence received by the California Department of Justice (Department) on October 24, 2025, in which you sought records pursuant to the California Public Records Act (PRA) as set forth in Government Code section 7920.000 et seq.

Specifically, you requested that we provide the following:

*all correspondence from **August 1, 2024 through October 24, 2025, inclusive, and any accompanying information¹, including also any attachments, that 1) were sent to or from or which copy (whether as cc: or bcc:) a) Jessica Gordon, b) Laura Zuckerman, c) Rob Bonta and/or d) Heather Lewis (Deputy AG, Environment Section), that 2) includes anywhere, whether as a party or otherwise, any email address ending in @cpmlegal.com (not case sensitive).***

** **To further narrow** our request please **exclude as non-responsive** any records which*

a) were sent to broad distribution lists (e.g., emails from an email address beginning with info@, media@, press are examples of such emails);

b) do not visibly name any of those named officials as a direct or copied recipient;

c) correspondence that merely receives newsletters or press summaries or 'clippings', such as news services, stories or opinion pieces, from the original source;

¹ See discussion of SEC Data Delivery Standards, *infra*.

d) subscription emails sent from an external party to the named staff;

e) any attachments that are draft documents, or docketed materials (while producing the parent email); and/or

f) automatically generated emails not sent by a named individual: e.g. out of office replies.

*We are aware that some records responsive to this request will have more than one of the named officials as parties. **Please consider any duplicates as non-responsive, i.e., your office need only process one copy of each responsive record.***

However, we do request entire threads of which any responsive correspondence is a part, regardless of whether any portion falls outside of the above time parameter.

On November 5, 2025, the Department informed you additional time was needed to search for responsive records. We have since completed our search for records and must deny your request. While we have located records that are responsive to your request, all responsive records are exempt from disclosure for the following reasons:

The deliberative process privilege is applied to the PRA through Government Code section 7922.000. It exempts from disclosure materials that would expose an agency's decision-making process in such a way as to discourage candid discussion within the agency and thereby undermine the agency's ability to perform its functions. Even if the content of a document is purely factual, it is nonetheless exempt from public scrutiny if it is actually related to the process by which policies are formulated or, if it is inextricably intertwined with policymaking processes. (*Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325.) In the instant case, records such as analyses, draft language, and memoranda concerning the strengths and weaknesses of a particular approach would be covered by the deliberative process privilege. Absent special circumstances, these records would be exempt from disclosure under Government Code section 7922.000.

Government Code section 7927.705 incorporates confidentiality privileges set forth elsewhere in law. Some of the records that you are seeking are exempt from disclosure pursuant to the attorney-client privilege and the attorney work product doctrine.

The attorney-client privilege is contained in Evidence Code section 954 and protects confidential communications between the attorney and the client. Government Code section 7927.705 expressly exempts from disclosure matters privileged under the Evidence Code, which includes the attorney-client privilege. (See *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 372-373.) In the present case, the attorneys in our department provide legal advice to the Attorney General and his designees. Accordingly, all communications between the Attorney

Joe Thomas
November 19, 2025
Page 3

General or his designees and the department's attorneys are exempt from disclosure under the Public Records Act's incorporation of the attorney-client privilege.

California Code of Civil Procedure section 2018.030 exempts from disclosure the work product of an attorney. The attorney work product exception exempts from disclosure any writing that reflects an attorney's impressions, conclusions, opinions, legal research or legal theories that are maintained as confidential. (*County of Los Angeles v. Superior Court* (2000) 82 Cal.App.4th 819, 833.) Under the attorney work-product exception, records such as confidential analyses, draft language and memoranda prepared by the attorneys employed with the Attorney General's Office would be subject to this exception and are exempt from disclosure under the Public Records Act.

This concludes our response to your request.

Sincerely,

/s/ Laura A. Randles-Little

LAURA A. RANGLES-LITTLE
Deputy Attorney General

For ROB BONTA
Attorney General