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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ANDREA BARTZ, ANDREA BARTZ, INC.,)
CHARLES GRAEBER, KIRK WALLACE)
JOHNSON, and MJ + KJ, INC., individually)
and on behalf of others similarly situated,)

Plaintiffs,)

v.)

ANTHROPIC PBC,)

Defendant.)

Case No.: 3:24-cv-05417-WHA

**UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 8, 2025, at 12:00 p.m., in Courtroom 12 of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California, Representative Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ Inc. (“Plaintiffs”) and Class Counsel, on behalf of the Class, will and hereby do move the Court for an order granting preliminary approval of the Class Action Settlement, directing notice to the Class, approving a process for setting a Plan of Allocation, and scheduling a fairness hearing.¹

This Motion is based upon this Notice of Motion; the Memorandum of Points and Authorities in Support thereof; the Declarations of Class Counsel Rachel Geman and Justin A. Nelson, the Hon. Layn R. Phillips (ret.) (mediator), Jennifer Keough (proposed Notice and Claims Administrator), Robert Mills (expert), Mary Rasenberger (Authors Guild), and Maria Pallante (Association of American Publishers); the records, pleadings, and papers filed in this action and in the related Ninth Circuit litigation (No. 25-4843 (9th Cir.)); and upon such argument as may be presented to the Court at the hearing of this motion.

¹ All capitalized terms shall have the same meaning as in the Settlement Agreement attached as Exhibit A to the Declaration of Class Counsel in Support of Preliminary Settlement Approval (“CC Decl.”).

GLOSSARY OF DEFINED TERMS

Term	Definition
AAP	Association of American Publishers, Inc.
Action	Case captioned <i>Bartz et al. v. Anthropic PBC</i> , No. 3:24-cv-05417-WHA (N.D. Cal.)
Approved Claim	A Claim Form submitted by a Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of the Settlement Agreement, (b) fully completed and physically or electronically signed by the Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in the Settlement Agreement.
APWG	Author-Publisher Working Group
ASIN	Amazon Standard Identification Numbers
Authors Coordination Counsel	The law firms of Cowan DeBaets Abrahams & Sheppard LLP and Fairmark Partners LLP
Book	Any work possessing an ISBN or ASIN which was registered with the United States Copyright Office within five years of the work's first publication and which was registered with the United States Copyright Office before being downloaded by Anthropic or within three months of publication.
CC Decl.	Declaration of Co-Lead Counsel Rachel Geman and Justin Nelson
Claim Deadline	The date by which all Claim Forms must be postmarked or submitted electronically to be considered timely
Claim Form	Document substantially in the form as approved by the Court
Class	The "LibGen & PiLiMi Pirated Books Class" certified by the Court in the Action, Dkt. 244
Class Counsel	The law firms Susman Godfrey L.L.P. and Lieff Cabraser Heimann & Bernstein, LLP who have been appointed as Co-Lead Class Counsel by the Court in the Action, Dkt. 244
Class Member	A person who falls within the definition of the Class and who (a) does not submit a valid request for exclusion from the Class or (b) has submitted a valid request to be re-included in the Settlement.
Class Representatives	Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, as appointed by the Court in Dkt. 244, at 14
Class Work	Books that meet the definition of the Class certified by the Court in Dkt. 244, at 11
Court	The United States District Court for the Northern District of California, San Francisco Division, the Honorable William Alsup presiding, or any judge who shall succeed him as the Judge assigned to the Action.
Defendant	Anthropic PBC
Fee Award	The amount of attorneys' fees and reimbursement of costs and expenses to Class Counsel approved by the Court to be paid out of the Settlement Fund
ISBN	International Standard Book Number
Keough Decl.	Declaration of Jennifer Keough
LibGen	Library Genesis, an online repository of pirated material
Mills Decl.	Declaration of Robert Mills
Notice Plan	Plan constructed by Settlement Administrator JND Legal to supply notice to Class Members pursuant to Federal Rule 23
Pallante Decl.	Declaration of Maria Pallante, CEO of the AAP

Term	Definition
Parties	Plaintiffs and Anthropic
PCC	Publishers' Coordination Counsel, the law firms Edelson PC and Oppenheim + Zebrak, LLP
Phillips Decl.	Declaration of the Honorable Layn R. Phillips
PiLiMi	Pirate Mirror Library, an online repository of pirated material
Plaintiffs	Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, Inc.
Rasenberger Decl.	Declaration of Mary E. Rasenberger, CEO of the Authors Guild, Inc.
Released Claim	Any and all claims or causes of action for any relief of any kind including, but not limited to, actual damages, statutory damages, liquidated damages, penalties, injunctive relief, declaratory relief, attorneys' fees and costs, expenses and interest, liabilities, demands, or lawsuits against the Released Parties arising from Defendant's alleged past torrenting (including uploading and seeding), scanning, retention, and use of works, including training, research, development, and production of AI models and associated products and services of works on the "Works List" as of the date of preliminary approval of the Settlement. For the avoidance of doubt, Released Claims extend only to past claims on the Works List. Released Claims do not extend to any activity or conduct that occurs or occurred after August 25, 2025.
Released Parties	Anthropic PBC and its subsidiaries, and each of their principals, employees, and representatives
Releasing Parties	Plaintiffs, the Class Members, and their respective present or past heirs, executors, estates, administrators, assigns, and agents
Service Award	Additional payment to named Plaintiffs in a class action lawsuit, intended to compensate them for their time, effort, and risks in bringing the case on behalf of the larger class
Settlement Administrator	JND Legal Administration, subject to approval of the Court, which will provide the Notice as set forth herein, create and maintain the Settlement Website, send Settlement Payments to Class Members, be responsible for any tax reporting, and perform such other settlement administration matters set forth herein, contemplated by the Settlement, and/or ordered by the Court.
Settlement Agreement	Agreement entered into by Parties on September 5, 2025
Settlement Class	The "LibGen & PiLiMi Pirated Books Class" certified by the Court in the Action, Dkt. 244
Settlement Fund	The non-reversionary settlement fund that shall be established by the Defendant
Settlement Payment	Payment from the Settlement Fund to each Class Member who timely submits a valid Claim Form.
Settlement Website	Website at www.AnthropicCopyrightSettlement.com to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Cash Claim Forms and provides access to relevant settlement administration
Works List	Joint list of Works that satisfy criteria for inclusion in Class that includes for each work: the title, author(s), publisher, an ISBN and/or ASIN, and United States copyright registration number

**NORTHERN DISTRICT OF CALIFORNIA PROCEDURE GUIDANCE FOR CLASS
ACTION SETTLEMENTS: REFERENCE TABLE**

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1(b)	Differences between claims certified for class treatment and claims to be released	4–5
1(c)	Class recovery and justification of discount	4–4
1(d)	Any other cases affected by the settlement	3 n.2
1(e)	Proposed plan of allocation	7–8
1(f)	Expected claim rate	8 n.5
1(g)	Reversion	3–4
2(a)	Information about the settlement administrator	6–7
2(b)	Settlement administrator’s procedures for handling Class Member data	8–9
3	Notice will include (a) contact information for class counsel to answer questions about notice; (b) website; (c) instructions to access the case docket via PACER; (d) date and time of the final approval hearing; (e) advice to the class to confirm final approval date has not changed	Keough Dec. Exs. B–G
3	Explanation of notice distribution plan	6–7, 23–24
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

If approved, this landmark settlement will be the largest publicly reported copyright recovery in history, larger than any other copyright class action settlement or any individual copyright case litigated to final judgment. The proposed settlement well surpasses other copyright recoveries, will provide meaningful compensation for each Class Work, and will set a precedent of AI companies paying for their use of pirated websites like Library Genesis and Pirate Library Mirror. Subject to court approval, the principal terms are:

- Anthropic will pay the Class at least ***\$1.5 billion dollars***, plus interest. With around 500,000 works in the Class, this amounts to an estimated gross recovery of ***\$3,000 per Class Work***.
- Anthropic will ***destroy the LibGen and PiLiMi datasets*** after the expiration of any litigation preservation or other court orders.
- In exchange, Anthropic will receive a ***past release only*** for conduct up to August 25, 2025. Claims arising out of conduct after August 25, 2025 won't be released by the Settlement, nor will any claims (past or future) arising out of allegedly infringing outputs from Anthropic's AI models.

This result is nothing short of remarkable.

This outcome was anything but preordained. Plaintiffs' core allegation is that Anthropic committed largescale copyright infringement by downloading and commercially exploiting books that it obtained from allegedly pirated datasets. Anthropic's principal defense was fair use, the same defense that defeated the claims of rightsholders in the last major battle over copyrighted books exploited by large technology companies. *See Authors Guild v. Google, Inc.*, 804 F.3d 202, 206 (2d Cir. 2015). Indeed, among the Court's first questions to Plaintiffs' counsel at the summary judgment hearing concerned *Google Books*. But against this backdrop, Plaintiffs secured critical victories for the Class. These included: (i) uncovering Anthropic's use of material from Library Genesis ("LibGen") and Pirate Library Mirror ("PiLiMi"); (ii) the partial denial of Anthropic's summary judgment motion, which found Anthropic's use of pirated material "inherently, irredeemably infringing," Dkt. 231 at 19; and (iii) the first-ever order certifying a class of copyright

1 owners pursuing claims against an LLM company, Dkt. 244.

2 Plaintiffs achieved these results through tireless, high-quality work. Shortly after the initial
3 case management conference, Plaintiffs aggressively pursued discovery into Anthropic’s use of so-
4 called shadow libraries including—Anthropic’s use of Library Genesis and Pirate Library Mirror.
5 Over the course of the case, Plaintiffs took and defended 20 depositions, reviewed hundreds of
6 thousands pages of documents, conducted inspections of at least 3 TB of training data, and litigated
7 17 discovery motions. And after the Court’s Class Certification Order, Class Counsel—in
8 conjunction with their experts—worked day and night to assemble the Works List by matching
9 millions of records of Anthropic’s downloads to U.S. Copyright Office registration records.
10 Without these extraordinary efforts this landmark \$1.5 billion recovery for rightsholders have been
11 possible.

12 This Settlement is particularly exceptional when viewed against enormous risks that
13 Plaintiffs and the Class faced before trial, at trial, and on appeal. Any number of things could have
14 derailed this case before trial—the possibility that this Court could decertify the class; a Rule 23(f)
15 petition; an emergency motion to stay in the Ninth Circuit; forthcoming *Daubert* motions; a motion
16 for reconsideration of the summary judgment order; and a motion to certify an interlocutory appeal,
17 among others.

18 And even had Plaintiffs overcome these obstacles and proceeded to trial on December 1, as
19 the Court recognized, “[f]or all we know . . . Anthropic will persuade the jury to find facts
20 vindicating it completely (CC Order 28).” Dkt. 296 at 6. On a per-work basis, the settlement amount
21 is 4 times larger than \$750 statutory damages amount that a jury could award and 15 times larger
22 than the \$200 amount if Anthropic were to prevail on its defense of innocent infringement. And
23 even if Plaintiffs succeeded in achieving a verdict greater than \$1.5 billion, there is always the risk
24 of a reversal on appeal, particularly where a fair use defense is in play. *See, e.g., Authors Guild*,
25 804 F.3d at 2064. Given the very real risk that Plaintiffs and the Class recover nothing—or a far
26 lower amount—this landmark \$1.5 billion+ settlement is a resounding victory for the Class.

27 In negotiating the settlement, Class Counsel consulted with leading membership and trade
28 associations for rightsholders—the Authors Guild and the Association of American Publishers.

Authors Guild CEO Mary Rasenberger praised the results for “authors, publishers, and rightsholders generally,” stating that the settlement is a “strong message to the AI industry that there are serious consequences when they pirate authors’ works to train their AI, robbing those least able to afford it.” Rasenberger Decl. ¶ 10. Likewise, AAP CEO and former Register of Copyrights Maria Pallante called the Settlement “beneficial to all class members,” noting that it “provides enormous value in sending the message that Artificial Intelligence companies cannot unlawfully acquire content from shadow libraries or other pirate sources to use as the building blocks for their businesses.” Pallante Decl. ¶ 14.

At preliminary approval, the question is whether the Court “will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). The proposed settlement easily passes both tests.

II. SUMMARY OF SETTLEMENT TERMS

In Class Counsel’s decades of experience litigating large complex cases across the country, this Settlement easily ranks among the most successful outcomes. Class Counsel unequivocally supports this \$1.5 billion settlement as an enormous victory for the Class.² The terms are below:

A. Non-Reversionary Settlement Fund Of At Least \$1.5 Billion

Under the Settlement Agreement, Anthropic will pay at least \$1.5 billion into a non-reversionary Settlement Fund, which will be distributed to Class Members on a uniform per-work basis. Viewed by any metric—and particularly when compared to complex class actions or copyright cases—this Settlement is an excellent result for the Class. *See, e.g.*, 5 Nimmer on Copyright § 14.02 (2025) (“The largest verdict ever in a copyright infringement case was for \$1.3 billion” in *Oracle Corp. v. SAP AG*, but was later reduced to \$356.7 million).

Anthropic will make four payments into the non-reversionary Settlement Fund, sequenced as follows:

- (1) \$300 million due within five business days after the Court’s preliminary approval order;
- (2) \$300 million due within five business days after the Court’s final approval order;
- (3) \$450 million, plus interest, due within twelve months of the Court’s preliminary

² No other case is affected by this Settlement.

1 approval; and

2 (4) \$450 million, plus interest, due within twenty-four months of the Court's preliminary
3 approval order.

4 All payments will be deposited into an interest-bearing escrow account. Because Anthropic
5 will make payments on this schedule regardless of whether any appeals are filed, the Settlement
6 Fund will accrue interest to the benefit of the Class during the pendency of any appeals. Plaintiffs'
7 expert Robert Mills, a Managing Director at Berkeley Research Group, estimates that interest
8 earned by the time of Anthropic's final payment may be as high as \$126.40 million. Mills Decl.
9 ¶ 4.

10 Under the negotiated payment schedule, the Settlement Fund will be fully capitalized in less
11 than two years following final approval.

12 Finally, \$1.5 billion (plus accrued interest) is the *minimum* size of the Settlement Fund. As
13 explained below, the parties are still working to finalize the full Works List. If the Works List
14 ultimately exceeds 500,000 works, then Anthropic will pay an additional \$3,000 per work that
15 Anthropic adds to the Works List above 500,000 works.

16 **B. Past Release Only and No Release of Any Output Claim**

17 In exchange for the Settlement's benefits, members of the Class will release claims for
18 works on the Works List that "aris[e] from Defendant's alleged past torrenting (including uploading
19 and seeding), scanning, retention and use of works, including training, research, development, and
20 production of AI models and associated products and services." SA § 1.29.

21 The release is limited in three critical respects. *First*, the release "extend[s] only to past
22 claims" and does not extend to "any claims for future reproduction, distribution, and/or creation of
23 derivative works." The Class will not release any claims of any kind arising out of conduct that
24 postdates August 25, 2025, the date the parties executed their binding term sheet. *Id.* *Second*, the
25 release does not pertain to output claims at all, whether past or future. *Id.* And *third*, the Settlement
26 only releases claims for "works on the Works List." *Id.* So if a Class Member owns multiple works,
27 some of which are on the Works List and some of which are not, the release covers only those
28 works on the Works List and nothing else.

This scope of the release is well within this Circuit’s governing standards and the Court’s order governing class settlement. *See Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010) (“A settlement agreement may preclude a party from bringing a . . . released claim [that] is ‘based on the identical factual predicate as that underlying the claims in the settled class action.’”) (citation omitted); Dkt. 8 (“The proposed release should be limited only to the claims certified for class treatment”). And, pursuant to Rule 23(e)(3), the Parties have no agreements that would modify any term of the Settlement Agreement.

C. Class Definition and Works List: Unchanged From Class Certification Order

The Court previously certified the following Class:

All beneficial or legal copyright owners of the exclusive right to reproduce copies of any book in the versions of LibGen or PiLiMi downloaded by Anthropic, as contained on the Works List. “Book” refers to any work possessing an ISBN or ASIN which was registered with the United States Copyright Office within five years of the work’s publication and which was registered with the United States Copyright Office before being downloaded by Anthropic, or within three months of publication. Excluded are the directors, officers and employees of Anthropic, personnel of federal agencies, and district court personnel.

Dkt. 244 at 11, 31. The settlement expressly includes the further limitation in the class certification order that Class Works are limited to those works identified on the Works List undergoing review and finalization by the Parties. SA § 1.29.

Pursuant to the terms of the settlement, Plaintiffs served a draft Works List of approximately 465,000 works on Anthropic on September 1, 2025. CC Decl. ¶ 53. By September 15, 2025, Anthropic will serve any proposed revisions to the list, after which the parties have two weeks to identify any further revisions. The parties will submit a joint Works List—or any disputes related to the Works List—on or before October 10, 2025.

D. Prospective Relief: Anthropic Will Destroy The Works Acquired from Library Genesis and Pirate Library Mirror

In addition to the monetary relief, the Settlement requires Anthropic to destroy the original files of the works it obtained from LibGen or PiLiMi, and any copies that originate from the torrented/downloaded copies, subject to any preservation obligations for litigation or other court orders. Anthropic has committed to destroy the datasets within 30 days of final judgment—or

1 conclusion of any other preservation or court-ordered obligations—and will certify as much in
2 writing to Class Counsel.

3 **E. Notice and Administration**

4 The Parties propose that JND Legal, an experienced and reputable national class action
5 administrator, serve as Settlement Administrator to provide notice to the Class and all other services
6 necessary to implement the settlement. *See, e.g., Fleming v. Impax Lab'ys Inc.*, No. 16-CV-06557-
7 HSG, 2021 WL 5447008, at *12 (N.D. Cal. Nov. 22, 2021) (appointing JND as claims administrator
8 because it “has extensive experience implementing notification and claims administration programs
9 in class actions”). Initially for what would have been litigation Notice, Plaintiffs selected JND Legal
10 after reviewing competitive bids from four other notice administrators. Dkt. 318 ¶¶ 3–4. The
11 settlement administration costs will be paid directly from the Settlement Fund. The Settlement
12 Administrator will establish an interest-bearing escrow account at an FDIC-insured depository
13 institution into which Anthropic will make its above-described payments into the Settlement Fund.

14 The Notice Plan is consistent with Rule 23 and the “rigorous notice process” the Court
15 envisioned in its Class Certification Order. Dkt. 244 at 10. The Notice Plan will include: (i) “first-
16 class mail and email to the author, publisher, and copyright owner listed on the copyright certificate
17 for each work recorded”; (ii) “first-class mail and email to all trade and university publishers in the
18 United States”; [and] (iii) publication notice “at least once in a trade journal.” Dkt. 244 at 10, 29–
19 30. In addition, notice will be delivered through major guilds (*e.g.*, the Authors Guild) and
20 membership organizations (*e.g.*, the Association of American Publishers), which have agreed to
21 distribute notice to their membership. Notice will also be delivered through targeted social media
22 outreach and across widely read trade publications and high-traffic websites.³ Distributing notice
23 across this diverse range of channels exceeds the requirements of Rule 23. Finally, the
24 Administrator will serve the notice required by the Class Action Fairness Act, 28 U.S.C. § 1715,
25 no later than 10 days after this filing. No other notices to government entities are required or have
26

27 ³ Class Counsel has also retained Shape Advocacy, a public relations firm with significant
28 experience working on copyright and rightsholder issues, to advise on how to maximize the reach
of the notice program.

1 been provided.⁴

2 Finally, JND’s procedures for protecting class member data are thorough and well
 3 established. Its “security and privacy controls have been vetted and approved for use by numerous
 4 large banks and federal agencies including the FTC, SEC, and CFTB.” Keough Dec. ¶ 31. And its
 5 employees “must complete security, and privacy training during the onboarding process, which
 6 educates [them] on the proper handling of sensitive data.” *Id.* ¶ 32. Moreover, “JND only collects
 7 the minimum amount of data necessary to administer the class action at hand, stores data for each
 8 class action in a dedicated database to prevent comingling of data, utilizes that data only for
 9 purposes specified in the class action, and only retains data for the minimum amount of time
 10 required.” *Id.* ¶ 33.

11 **F. Plan of Allocation**

12 All works in the Class are treated the same in this settlement, entitled to the same pro-rata
 13 amount of the Settlement Fund, reflective of the per-work statutory damages remedy authorized by
 14 the Copyright Act itself. The allocation for each Class Work will be calculated by dividing the total
 15 amount of the Settlement Fund (less fees and expenses) by the total number of Class Works. Such
 16 uniform distribution is fair and equitable. *See, e.g., Raffin v. Medicredit, Inc.*, 2018 WL 6011551,
 17 at *8 (C.D. Cal. May 11, 2018).

18 Plaintiffs reasonably anticipate that a number of Class Works may have multiple claimants,
 19 typically an author (often the beneficial owner) and a publisher (often the legal owner). To ensure
 20 the claims process proceeds effectively, Class Counsel has assembled an Author-Publisher
 21 Working Group (APWG) to provide advice and proposals for how to efficiently address intra-work
 22 distributions that may arise during the claims administration process, including the formulation of
 23 a claims form that provides any information necessary to address intra-work allocation, adjustments
 24 to the proposed form of notice, and process and procedures designed to minimize the administrative
 25 burden of claims administration. The development of the Author-Publisher Working Group reflects
 26 the fact that, as this Court noted in its class-certification order, “authors and publishers are in
 27

28 ⁴ The Settlement Agreement also complies with CAFA’s other substantive provisions. *See* 28
 U.S.C. § 1712–1714.

1 business together and will work out the best way to recover.” Dkt. 244 at 12.

2 The Author-Publisher Working Group will be led by two industry experts, Authors Guild
3 CEO Mary Rasenberger and Association of American Publishers CEO Maria Pallante, and will
4 also be supervised by the Hon. Layn R. Phillips (Ret.). Ms. Rasenberger has served as the CEO of
5 the AG, a “national non-profit association of over 16,000 professional writers,” for 11 years,
6 previously worked for the U.S. Copyright Office and Library of Congress, and has more than 25
7 years of experience representing authors and publishers. Rasenberger Decl. ¶¶ 3, 7. Ms. Pallante
8 served as the 12th United States Register of Copyrights and has been the President and CEO of the
9 AAP since 2017. Ms. Rasenberger and Ms. Pallante will be assisted by Authors Coordination
10 Counsel and Publishers Coordination Counsel respectively, both of whom collectively have
11 decades of experience in complex class action and copyright matters. CC Decl. ¶ 56. The Author-
12 Publisher Working Group will provide any recommendations to Class Counsel by September 30,
13 2025, ten days in advance of Plaintiffs’ proposed deadline to submit for Court approval any revised
14 form of notice, a proposed claim form⁵, and any proposed procedures for the claims process.
15 Anthropic will have the right to comment on these proposals and, to the extent there is
16 disagreement, the parties may seek assistance from Judge Phillips or submit any disputes to the
17 Court regarding the form of notice and claim procedures by October 10, 2025.

18 **G. Attorneys’ Fees, Expenses, and Service Awards**

19 Class Counsel will file a motion for an award of reasonable attorneys’ fees, reimbursement
20 of expenses, and service awards for the Class Representatives before final approval. This motion
21 will be posted on the Settlement Website.

22 Plaintiffs will seek fees for Class Counsel and counsel whose work was authorized by Class
23 Counsel in an amount not exceeding 25% of the Settlement Fund, the benchmark percentage for a
24 reasonable fee award in the Ninth Circuit. *See, e.g., Moreno v. Cap. Bldg. Maint. & Cleaning Servs.,*
25 *Inc.*, No. 19-CV-07087-DMR, 2021 WL 1788447, at *12 (N.D. Cal. May 5, 2021) (“The

26 _____
27 ⁵ Plaintiffs anticipate that with the robustness of the Notice Plan (including direct notice,
28 publication notice, and notice through trade and membership organizations), the meaningful
recoveries, and the general publicity around the settlement, the claims rates will be higher than in
FTC-reported averages. *See, e.g.,* <https://www.ftc.gov/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns> (accessed Sept. 5, 2025).

benchmark for a reasonable fee award as a percentage of the common fund is 25%.”). In addition, the named Plaintiffs will seek service awards not exceeding \$50,000. The settlement is not conditioned on the Court’s approval of any services awards, attorneys’ fees, or expenses, nor does the Settlement Agreement contain a clear sailing provision. SA § 8.4.

III. PROCEDURAL BACKGROUND

A. Pleadings and Case Schedule

This case is about Anthropic’s torrenting of copyrighted books from LibGen and PiLiMi. Plaintiffs initially filed this action on August 19, 2024, alleging that Anthropic downloaded Plaintiffs’ copyrighted works from pirated datasets without authorization and used those works to train its Claude LLMs. Dkt. 1. On December 4, 2024, Plaintiffs filed the Amended Class Action Complaint, to, among other things, add the Plaintiffs’ loan-out companies as named Plaintiffs. Dkt. 70. Anthropic answered the amended complaint on December 18, 2024, denying liability and asserting affirmative defenses, including fair use and innocent infringement. Dkt. 72.

On October 10, 2024, the Court entered a case management order pursuant to which class-certification briefing would begin on March 6, 2025, with fact discovery closing on August 29, 2025, and a jury trial set for December 1, 2025. Dkt. 49.⁶

B. Discovery and Experts

The Parties engaged in robust and extensive written discovery throughout this case, producing and reviewing upwards of hundreds of thousands of pages of documents, litigating over one dozen discovery motions, conducting 20 depositions, and spent significant time inspecting source code and books data in a secure environment. *See* CC Decl. ¶¶ 14–22.

Plaintiffs served 186 requests for production, 29 interrogatories, and 65 requests for admission. *Id.* ¶ 16. In turn, Anthropic served 263 RFPs (approximately 87 directed to each named author), 75 interrogatories (25 per author), and 395 RFAs (47 for Graeber, 230 for Bartz, and 118 for Johnson). *Id.* The Parties negotiated and the Court entered three stipulated discovery protocols: a Protective Order, an ESI and Hard-Copy Document Protocol, and a Protocol for Inspection of

⁶ The Court also required the Parties to present a technology tutorial, which occurred on January 30, 2025. Dkt. 76.

1 Training Data and Source Code. *See* Dkts. 63, 74, 85. These agreements governed production
2 formats, metadata, claw-back procedures, and the mechanics of secure dataset inspections.
3 Plaintiffs and Anthropic met and conferred dozens of times on search terms, custodians, privilege
4 logging, and scheduling, and exchanged dozens of written proposals refining the discovery
5 parameters. CC Decl. ¶ 14.

6 Document production and review were extensive. Between the Court’s class certification
7 order on July 17 and August 25 alone, Anthropic produced 54,782 documents comprising
8 1,640,241 pages, bringing the total defense production to more than 80,000 documents and over 2
9 million pages. *Id.* ¶ 15. Those productions included several “Attorneys-Eyes’ Only” source code
10 documents that Plaintiffs’ counsel could only review onsite at Anthropic in a secure inspection
11 environment. *Id.* Plaintiffs also inspected hundreds of gigabytes of Slack exports, Notion wikis,
12 and Google Vault data. *Id.* For their part, Plaintiffs produced more than 20,000 pages of manuscript
13 drafts, publishing contracts, registration certificates, and sales statements in response to
14 Anthropic’s 263 RFPs. *Id.*

15 Discovery was hard-fought. Throughout the course of the litigation, the Parties litigated 17
16 discovery motions with hearings resulting from 11 of those motions. *Id.* ¶ 19. Those motions related
17 to topics such as the timing and scope of document productions, privilege challenges, and issues
18 related to depositions and dataset inspections. *Id.* The Court and Special Master regularly
19 intervened to resolve these disputes, set deadlines, and ensure that the Parties met their discovery
20 obligations. *Id.*

21 The case also involved extensive deposition discovery, which itself was often hard-fought.
22 *Id.* ¶ 17. Plaintiffs took a Rule 30(b)(6) depositions on November 8, 2024, to (initial deposition on
23 dataset sources), August 8, 2025 (LibGen and PiLiMi metadata), August 15, 2025 (multiple topics
24 relating to acquisition and use of books datasets relevant to the certified Class and the benefits
25 Anthropic obtained from such acquisition and use), and August 25, 2025 (ESI preservation,
26 document repositories, and retention policies). *Id.* In March 2025, Anthropic took five depositions
27 of the named plaintiff authors and their loan-outs. *Id.* During the period the Parties were briefing
28 summary judgment and class certification, Plaintiffs deposed Anthropic’s three fact declarants and

one of its experts, and Anthropic deposited one of Plaintiffs' experts. *Id.* Then, in July and August, Plaintiffs deposited most of the main trial witnesses, (including many of Anthropic's co-founders; the individuals who torrented the relevant datasets; and those in charge of pre-training, technology, and products). *Id.* By the time of settlement—a mere four days before the fact discovery cut-off—the Parties had conducted 20 depositions and were actively preparing for six additional depositions of Anthropic's Chief Executive Officer and other trial witnesses on both sides. *Id.* ¶ 18. The deposition transcripts in this case span 4,331 pages. *Id.*

Plaintiffs engaged in extensive third party discovery as well. Plaintiffs subpoenaed major publishers, OpenAI (relating to sworn testimony of founder Ben Mann), Google, Amazon, Shawn Presser (creator of a books dataset), and Anna's Archive (creator of PiLiMi). *Id.* ¶ 22. As part of its third party discovery efforts, Plaintiffs engaged in meet and confers with numerous third parties, obtaining thousands of documents that Plaintiffs cross-produced to Anthropic. *Id.* Plaintiffs successfully moved to enforce a document subpoena to OpenAI related to its former employee (and Anthropic co-founder) Ben Mann, and those documents were introduced as exhibits at Mr. Mann's deposition.

Finally, the Parties engaged in expert discovery, with both sides submitting expert reports in connection with their respective motions for summary judgment and class certification. *Id.* ¶ 20. The Parties' experts opined on a broad range of topics, including economics, market harm, large language models, and the books in the relevant datasets. *Id.* After the Court issued its orders on summary judgment and class certification, on August 1, the Parties exchanged the topics of expert opinions to be offered on the merits at trial. *Id.* ¶ 21. Those topics included, among others, alleged pirate libraries; Anthropic's use of Class Works; torrenting, seeding, and leeching; and topics related to fair use. *Id.* By the time the Parties filed their Notice of Settlement, Dkt. 354, the Parties' experts had already substantially completed their expert reports, in anticipation of forthcoming discovery deadline on August 29. *Id.*

C. Key Rulings and Motions

The Settlement was reached only after extensive litigation on the merits, and in particular, after resolution of Anthropic's motion for summary judgment on its central fair use defense and

1 Plaintiffs’ motion for class certification.

2 **Summary Judgment.** At Anthropic’s request, the Court entertained early summary
 3 judgment motions. *Id.* ¶ 23. On March 27, 2025, Anthropic moved for summary judgment, asserting
 4 that its acquisition of copyrighted books for large language model training qualified as fair use.
 5 Dkt. 122. On April 3, 2025, the Court posed hypothetical written questions related to Anthropic’s
 6 fair use defense to Plaintiffs and Anthropic, to be addressed in the parties’ briefing. Dkt. 135.
 7 Plaintiffs opposed on April 24, 2025, and Anthropic replied on May 8, 2025. Dkts. 158, 181. The
 8 summary judgment record included 65 pages of briefing, 96 exhibits, 2 fact witness declarations,
 9 and testimony from five separate experts. CC Decl. ¶ 23. The Court heard argument on the summary
 10 judgment motion on May 22, 2025, and the parties submitted supplemental briefing on May 23,
 11 2025, pursuant to the Court’s order. *Id.*

12 On June 23, 2025, the Court rendered its Order on Fair Use, Dkt. 231, granting Anthropic’s
 13 motion for summary judgment in part and denying its motion in part. The Court reached different
 14 conclusions regarding different sources of training data. It found that reproducing purchased-and-
 15 scanned books to train AI constituted fair use. *Id.* at 13-14, 30–31. However, the Court denied
 16 summary judgment on the copyright infringement claims related to the works Anthropic obtained
 17 from Library Genesis and Pirate Library Mirror. *Id.* at 19, 31.

18 **Class Certification.** On March 27, 2025, Plaintiffs moved for class certification, which
 19 Anthropic opposed on April 17, and Plaintiffs replied on May 1. Dkts. 125, 146, 172. The
 20 certification record included 65 pages of briefing, 96 exhibits and 4 declarations. CC Decl. ¶ 25.
 21 The Court held a hearing on May 15, and pursuant to the Court’s order therefrom, the Parties
 22 submitted supplemental brief on May 16. Dkts. 199, 201, 202, 203.

23 On July 17, 2025, the Court certified a Rule 23(b)(3) “LibGen & PiLiMi Pirated Books
 24 Class,” the definition of which now serves as the Settlement Class definition. Dkt. 244 at 19, 31.
 25 Among other things, the Court found that this was a “classic” case for class certification, and that
 26 common “questions of law or fact common to class members predominate over” individual
 27 questions. *Id.* at 1, 15 (quoting *Briseno*, 844 F.3d at 1124 nn.3-4). The Court crafted notice
 28 procedures to ensure only one recovery per copyrighted work. *Id.* at 29–30.

1 The Court appointed Plaintiffs Andrea Bartz Inc., MJ + KJ Inc., and Graeber as Class
 2 Representatives and Lieff Cabraser and Susman Godfrey as Class Counsel. *Id.* at 31. The Court
 3 then directed the parties to confer on notice and claims administration procedures and set a
 4 timetable for dissemination of class notice. *Id.* Plaintiffs submitted a motion to approve the form
 5 and manner of class notice on August 15, Dkt. 317, to which Anthropic filed oppositions on August
 6 18, Dkt. 329, and August 20, Dkt. 334.

7 **Aftermath of the Court’s Summary Judgment and Class Certification Orders.** Anthropic
 8 promptly sought leave to appeal the Court’s summary judgment and class certification rulings. CC
 9 Decl. ¶¶ 29, 30. On July 14, Anthropic moved for leave to appeal pursuant to 28 U.S.C. § 1292(b)
 10 or, in the alternative, for leave to move for reconsideration pursuant to Civ. L.R. 7-9. Dkt. 241. In
 11 doing so, Anthropic argued that the Court’s order on fair use addressed “novel and consequential
 12 legal questions about the proper fair-use standard in the context of copyright-infringement
 13 challenges to groundbreaking generative artificial intelligence . . . technology.” *Id.* at 1.
 14 Anthropic’s motion was due to be heard on August 28. Dkt. 241 at 1.

15 Shortly afterward, on July 31, Anthropic filed a Rule 23(f) petition with the Ninth Circuit,
 16 seeking appeal of the Court’s class certification ruling. CA9, Dkt. 1.⁷ Anthropic argued that the
 17 Ninth Circuit should grant review because this Court erroneously (1) certified a class given the
 18 presence of individualized issues regarding ownership, registration, validity, copying, and
 19 damages, *id.* at 2, 10–11; and (2) opined on the merits of Anthropic’s fair use defense, *id.* at 3, 17–
 20 18. Anthropic also argued that it faced a “death knell” situation likely to force settlement regardless
 21 of the case’s merits. *Id.* at 1, 21–23. Plaintiffs opposed on August 14, arguing that Anthropic
 22 improperly sought a review of the Court’s merits decision on fair use and that Anthropic had failed
 23 to meet any of the relevant criteria for granting a Rule 23(f) petition under *Chamberlan v. Ford*
 24 *Motor Co.*, 402 F.3d 952, 959 (9th Cir. 2005). CA9, Dkt. 19. Anthropic moved for leave to file a
 25 reply brief on August 21. CA9, Dkt. 22. That motion remains held in abeyance.

26 In conjunction with its motions for leave to appeal, Anthropic sought a stay of proceedings
 27 in the District Court on July 24, arguing that proceeding to trial would be inefficient and prejudicial

28

⁷ Citations to “CA9” refer to the Ninth Circuit docket, No. 25-4843 (9th Cir.).

1 while its Rule 23(f) petition was pending in the Ninth Circuit. Dkt. 272. Plaintiffs opposed on July
 2 28, and Anthropic replied on July 30. Dkts. 275, 278. On August 11, the Court denied Anthropic’s
 3 motion to stay, holding that although “this case bristles with important issues,” they “should be
 4 adjudicated only after a trial so that, on appeal, our court of appeals will have the benefit of a full
 5 record and findings.” Dkt. 296 at 2.

6 Shortly after this Court denied the motion to stay on August 13, Anthropic filed an
 7 emergency motion in the Ninth Circuit for a stay pending resolution of its Rule 23(f) petition. CA9,
 8 Dkt. 18. Plaintiffs opposed Anthropic’s motion to stay on August 25, CA9, Dkt. 25, and prior to
 9 the execution of the Term Sheet , CC Decl. ¶ 32.

10 On August 15, Plaintiffs filed a Motion to Approve Class Notice. Dkt. 317. Anthropic filed
 11 an opposition brief on August 18. Dkt. 329. Then, per the Court’s order, Dkt. 332, Anthropic filed
 12 an additional opposition brief on August 20. Dkt. 334. On August 25, Plaintiffs filed a reply in
 13 support of the motion to approve class notice, shortly before the parties reached a settlement
 14 agreement. Dkt. 350.

15 **D. Litigation Notice, Notice Distribution, and Creation of the Works List**

16 **Notice.** As part of the Class Certification Order, the Court required a “rigorous notice
 17 process,” including the creation of a Works List. Dkt. 244 at 10. Immediately following the class
 18 certification order, Plaintiffs commenced work on a form of notice, notice distribution plan, and
 19 Works List in parallel with other ongoing discovery. *See* CC Decl. ¶¶ 47–53. Plaintiffs submitted
 20 a proposed Notice Plan on August 15, Dkt. 317, a process that followed weeks of outreach and
 21 engagement with Class Members, trade organizations, and others, Dkt. 318 ¶¶ 6–7.

22 **Works List.** Plaintiffs and their experts likewise have devoted significant time to gathering,
 23 analyzing, and matching data from multiple sources to formulate a Works List that satisfies the
 24 criteria for inclusion in the Class. *See* CC Decl. ¶¶ 47–53. To perform this analysis, Plaintiffs took
 25 the approximately seven million files that Anthropic downloaded and put them through two
 26 “matching” processes aimed at assessing (a) whether a given file satisfied all the Class book criteria
 27 and (b) to improve, refine, or otherwise supplement existing metadata associated with the book files
 28 in question. *Id.* ¶ 48. Those two matching processes cued off (1) the ISBNs extracted from the raw

1 text of the files in question, or, where that ISBN was not available, (2) the metadata created by
2 users of LibGen and PiLiMi. *Id.* ¶ 49.

3 Starting with ISBNs sourced from the raw text, Plaintiffs fed these ISBNs to Bowker Books
4 Data—the key industry source of book-related metadata, *see* Dkt. 317 at 7—in order to compile
5 accurate metadata regarding the underlying file, including, e.g. title, author, publication date, and
6 publisher. CC Decl. ¶ 47, 50. That metadata was then used to identify matching registration records
7 at the United States Copyright Office. *Id.* ¶ 50. The information compiled from these two sources
8 was then put through a number of verifications in order to confirm that the underlying file
9 corresponded to the book identified, including by checking, e.g., how often the title appeared in the
10 raw text of the book, whether the title and author both appeared in the raw text of the book, the
11 presence of the publication date (and its proximity to a © symbol), and whether the publication date
12 occurred within 5 years of the registration date. *Id.*

13 For those book files where an ISBN was missing from the raw text of the underlying file,
14 Plaintiffs used the metadata from LibGen and PiLiMi to source title(s) and author(s), and then
15 checked Bowker for candidate ISBNs (and associated metadata). *Id.* From that point, the matching
16 process mirrored the raw-text ISBN matching described above. *Id.* ¶ 51.

17 The result of these two extensive processes was a large list of records reflecting information
18 derived from a variety of sources and verified against the raw text of the underlying book. *Id.* ¶ 52.
19 However, many of these records pointed to identical ISBN or Copyright Office registrations.
20 Deduplication reduced the number of matching records by approximately half. *Id.* Plaintiffs also
21 subjected the list methodology to further robustness testing to determine the potential for false
22 negatives or positives by soliciting and incorporating feedback from samples manually reviewed
23 by certain publishers. *Id.* Where the metadata or book identification process could be improved,
24 Plaintiffs incorporated this feedback into the algorithms and filters used to generate the final list.
25 *Id.*

26 Pursuant to the terms of the parties' term sheet, on September 1, 2025, Plaintiffs provided
27 Anthropic a list of the approximately 465,000 works which Plaintiffs presently believe satisfy the
28 criteria for inclusion on the Works List. *Id.* ¶ 53. Anthropic will provide proposed revisions to the

1 Works List by September 15, 2025. *Id.* The parties have agreed to meet and confer in good faith to
 2 address any revisions from Plaintiffs or Anthropic and submit a joint Works List to the Court on or
 3 before October 10, 2025. *Id.*

4 **E. Settlement Negotiations, Involvement of Constituency Counsel, and**
 5 **Confirmatory Discovery on Valuation.**

6 Consistent with the Court’s order governing putative class actions, Dkt. 8, the Parties did
 7 not address settlement until after the Court expressly granted Plaintiffs’ counsel permission to do
 8 so. Dkt. 210. On May 28, the Parties first addressed the possibility of mediation via a call between
 9 Class Counsel and Anthropic but did not discuss substance. CC Decl. ¶ 36. The Parties then worked
 10 together to select a mediator and developed a process and schedule for mediation, with the mediator
 11 supervising the process and participating in all discussions both between the parties and separately
 12 with each party. *Id.* Multiple mediation sessions were held—both individually and jointly—but the
 13 Parties did not reach a settlement agreement in those initial sessions. *See id.* ¶¶ 36–37.

14 After those initial sessions, in early August, the Parties retained Judge Phillips to supervise
 15 subsequent settlement discussions. *Id.* ¶ 38. By early August, the Parties had the benefit of the
 16 Court’s orders on class certification, summary judgment, and Anthropic’s motion to stay. *Id.* ¶ 37.
 17 The Parties were also briefing Anthropic’s Rule 23(f) petition in the Ninth Circuit and were in the
 18 throes of active discovery of key fact witnesses, including nine depositions between August 1 and
 19 August 25. *Id.* In addition, on August 11, Plaintiffs notified the Court that they had associated with
 20 additional counsel, Edelson PC and Oppenheim + Zbrak, LLP (the Publishers’ Coordination
 21 Counsel or “PCC”), to serve as publishers coordination counsel, as well as Professor Samuel
 22 Issacharoff to advise on procedural issues. Dkt. 298.

23 On August 14, the Parties exchanged mediation briefs and submitted those briefs to Judge
 24 Phillips. CC Decl. ¶ 38. Following ex parte sessions over the following days, the Parties attended
 25 an all-day mediation session with Judge Phillips on August 19 in the offices of Susman Godfrey in
 26 New York. *Id.* ¶ 39. Although the Parties were unable to resolve the case during the August 19
 27 session, they continued arms-length, good-faith discussions, with the assistance of the mediator. *Id.*
 28 ¶ 40. The Parties continued intense discussions through the weekend, including over numerous

1 conferences with Judge Phillips’s staff and directly between the Parties on Saturday August 23,
2 Sunday August 24, and Monday August 25. Phillips Decl. ¶ 14.

3 Late on the night of August 25 (when it was already August 26 in the Eastern and Central
4 time zones), the Parties executed a binding term sheet and notified this Court and the Ninth Circuit
5 the following morning. CC Decl. ¶ 33. Over the following days, Plaintiffs have also used that time
6 to further improve the Works List, providing it to Anthropic on September 1. CC Decl. ¶ 53.

7 Overall, the degree of pre-Settlement litigation, extensive work on notice and Class Member
8 identification, and hard-fought Settlement negotiations have situated Plaintiffs to achieve the best
9 possible attainable Settlement. That is precisely what the Plaintiffs now present to the Court for
10 approval, and to fulfill the Court’s specific and important requirements for notice and claims.

11 **IV. LEGAL STANDARD**

12 The Ninth Circuit maintains a “strong judicial policy that favors settlements, particularly
13 where complex class action litigation is concerned.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926
14 F.3d 539, 556 (9th Cir. 2019). Thus, while “Rule 23 imposes strict *procedural* requirements on the
15 approval of a class settlement, a district court’s only role in reviewing the *substance* of that
16 settlement is to ensure that it is ‘fair, adequate, and free from collusion.’” *Lane v. Facebook, Inc.*,
17 696 F.3d 811, 819 (9th Cir. 2012) (emphasis added) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d
18 1011, 1027 (9th Cir. 1998)). District courts conduct that task by applying the *Hanlon* factors and
19 the Rule 23(e) criteria, *see In re California Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 674
20 (9th Cir. 2025)., as well as by considering the Northern District’s Procedural Guidance for Class
21 Action Settlements (“Guidance”). *See Carlotti v. ASUS Computer Int’l*, 2019 WL 6134910, at *13–
22 17 (N.D. Cal. Nov. 19, 2019). At the preliminary approval stage, the court’s role is to assess whether
23 the settlement “falls within the range of possible approval.” *Terry v. Hoovestol, Inc.*, 2018 WL
24 4283420, at *1 (N.D. Cal. Sept. 7, 2018) (internal quotation marks and further citations omitted).

25 Under Rule 23(e), to determine whether a settlement is “fair, reasonable, and adequate,”
26 courts consider whether: (A) “the class representatives and class counsel have adequately
27 represented the class”; (B) “the proposal was negotiated at arm’s length”; (C) “the relief provided
28 for the class is adequate”; and (D) “the proposal treats class members equitably relative to each

other.” *In re California Pizza Kitchen*, 129 F.4th at 674. Under *Hanlon*, the pertinent factors are (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed, and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.” *Id.* The court, ultimately, must assess the settlement in its entirety, rather than dissecting its individual components, to determine overall fairness. *See Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). For that reason, the “relative degree of importance to be attached to any particular factor will depend upon . . . the unique facts and circumstances presented by each individual case.” *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

V. ARGUMENT

The proposed Settlement is, to our knowledge, the largest known copyright recovery in American history, and it easily merits preliminary approval. The Settlement satisfies the Federal Rule of Civil Procedure 23(e)(2) criteria, comports with the Northern District’s Procedural Guidance for Class Action Settlements, and adheres to this Court’s Order re Putative Class Actions and Factors to be Evaluated for Any Proposed Class Settlement. Dkt. 8.

A. The Rule 23(e)(2) Requirements Are Met Because the Proposed Settlement Is Fair, Reasonable, and Adequate.

1. The Class Representatives and Class Counsel Have Adequately Represented the Class.

The Court must first consider whether “the class representatives and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). This analysis includes “the nature and amount of discovery” undertaken in the case. Fed. R. Civ. P. 23(e), advisory committee’s note to 2018 amendment; *see also* Court’s Order re Class Actions (Factors 1–2), Dkt. 8.⁸ This Court has already found Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, Inc. to be adequate Class Representatives, and Lieff Cabraser and Susman Godfrey, to be adequate Class Counsel for

⁸ Factors 11, 12, 13, and 14 of the Court’s Order re Class Actions are inapplicable here, where the Court certified a Class and the Parties began settlement discussions after the Court permitted them to do so. Dkt. 210.

1 the purposes of a litigation class. Dkt. 244 at 14.

2 The six weeks following the class certification order have only confirmed that Plaintiffs and
 3 Class Counsel far exceed the threshold of adequacy under Rule 23. In the last four weeks, Plaintiffs
 4 have opposed Anthropic’s Rule 23(f) petition, motion for a stay in District Court, motion for a stay
 5 in the Ninth Circuit, and motion for reconsideration and to certify an interlocutory appeal; filed
 6 critical discovery motions, obtaining key third party discovery from OpenAI related to Anthropic
 7 co-founders’ past conduct and favorable rulings on Anthropic’s privilege claims; and took 9
 8 depositions, securing important admissions on a variety of issues in the case. Adequacy is readily
 9 satisfied.

10 And with the approval of the American Association of Publishers, Plaintiffs added Edelson
 11 PC, and Oppenheim + Zebak LLP as Publishers’ Coordination Counsel, who added significant
 12 value in coordinating with publishers.

13 **2. The Settlement Was Negotiated at Arm’s Length.**

14 Rule 23(e)(2)(B) directs courts to consider whether “the proposal was negotiated at arm’s
 15 length.” This “‘procedural’ concern[]” requires the Court to examine “the conduct of the litigation
 16 and of the negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e) advisory
 17 committee’s note to 2018 amendment. Evidence of “a truly adversarial bargaining process” is the
 18 “the presence of a neutral third party mediator.” 4 William B. Rubenstein, *Newberg and Rubenstein*
 19 *on Class Actions* § 13:50 (6th ed. June 2025 update) (“Newberg”); *see also* Fed. R. Civ. P.
 20 23(e)(2)(B) advisory committee’s note to 2018 amendment (noting that “the involvement of a
 21 neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they
 22 were conducted in a manner that would protect and further the class interests”).

23 This Settlement was the product of a highly adversarial bargaining process that arose only
 24 after extensive discovery and after the parties had fiercely litigated a number of central issues in
 25 the case. The parties did not begin settlement discussions until the Court expressly granted
 26 Plaintiffs’ counsel express permission to do so, after the hearings on class certification and
 27 summary judgment. Dkt. 210. By that time, the Parties thoroughly understood the merits of their
 28 claims and defenses and the risks both sides faced at trial and on appeal. The Parties entered

1 mediation armed with significant knowledge to advocate their positions effectively.

2 The proposed settlement was intensely negotiated under the supervision of renowned
3 mediator Judge Layn Phillips. As Judge Phillips’s declaration confirms, the Settlement is the
4 product of “vigorous, heavily disputed negotiations” over a variety of issues, including the cash
5 consideration and scope of the release. *See* Declaration of Hon. Layn Phillips (“Phillips Decl.”)
6 ¶¶ 15–16. To start, even after a full day of in-person mediation with Judge Phillips, the Parties were
7 unable to reach agreement. Instead, the Parties continued discussions over the next week. *Id.* ¶ 14.
8 It was only after these extensive hard-fought negotiations—particularly over Friday, Saturday,
9 Sunday, and Monday August 22 to 25—that the Parties reached an agreement and executed a
10 binding term sheet on August 25, 2025. *See id.* ¶¶ 14–16. That term sheet was later memorialized
11 into the comprehensive Settlement Agreement executed on September 5, 2025. CC Decl. ¶ 42. This
12 process for developing the Settlement Agreement bears all the hallmarks of arms-length
13 negotiation. *See In re Lyft, Inc. Sec. Litig.*, No. 19-CV-02690-HSG, 2022 WL 17740302 at *4 (N.D.
14 Cal. Dec. 16, 2022) (granting preliminary approval where the “parties reached the settlement with
15 the assistance of an experienced mediator after two-and-a-half years of litigation, extensive
16 discovery and motion practice, and months of negotiations” and noting the absence of any “subtle
17 signs of collusion” such as reversions or clear-sailing agreements).

18 **3. The Settlement Will Provide Extraordinary Relief to the Class.**

19 Rule 23(e)(2)(C) directs the Court to evaluate whether “the relief provided for the class is
20 adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness
21 of the proposed method of distributing relief . . . ; (iii) the terms of any proposed award of attorney’s
22 fees . . . ; and (iv) any agreement required to be identified under Rule 23(e)(3)[.]” *See also Hanlon*,
23 150 F.3d at 1026 (Factors 2–5); Dkt. 8 (Factors 3, 5–7). Each of these factors weighs in favor of
24 preliminary approval.

25 **a. The Settlement Delivers Extraordinary Monetary Relief and**
26 **Assurance of Finality in the Face of Substantial Litigation Risk.**

27 *i. The Settlement Is An Excellent Outcome for the Class.*

28 The Settlement secures a non-reversionary common fund of at least \$1.5 billion, plus

1 interest resulting in a per-book amount of approximately \$3,000 per work. As described above,
 2 Anthropic will pay the full \$1.5 billion in less than two years following final approval, will
 3 accelerate those payments if it achieves certain milestones, will destroy the books that it
 4 downloaded or torrented from LibGen or PiLiMi and any copies that originate from the torrented
 5 copies (as consistent with its legal obligations), and will pay an additional \$3,000 per work for any
 6 work Anthropic adds to the Works List above 500,000. In addition, the Settlement Agreement
 7 releases only past claims, except for past claims based on output, which are not released.

8 This settlement is groundbreaking in several respects. To the best of Class Counsel's
 9 knowledge, it would be the largest publicly reported copyright recovery in history, the largest
 10 publicly reported copyright settlement, and the largest class-action copyright recovery. *See Exhibit*
 11 *A* (Table 1, comparing other copyright settlements); *Carlotti*, 2019 WL 6134910, *16–17 (quoting
 12 Guidelines ¶ 11, which calls for “lead class counsel [to] provide [comparative] information for at
 13 least one of their past comparable class settlements”). This Settlement would also be the first major
 14 recovery in any of the copyright actions pending against large AI companies nationwide.

15 The settlement compares favorably to other comparable class action recoveries, recoveries
 16 that themselves delivered meaningful relief. For example, in *Ferrick v. Spotify USA Inc.*, Judge
 17 Alison J. Nathan praised a class-wide copyright settlement valued at approximately \$112.5 million
 18 (with \$43.45 million paid in cash) as a “significant recovery” for the 535,000-member class, even
 19 though the award was valued at \$210.28 per class member. 2018 WL 2324076, at *1, *6 (S.D.N.Y.
 20 May 22, 2018). Other copyright settlements have involved settlement awards that are no more than
 21 a fraction of the award here. *See Flo & Eddie, Inc. v. Sirius XM Radio, Inc.*, 2017 WL 4685536, at
 22 *2 (C.D. Cal. May 8, 2017) (common fund between \$25 and \$99 million in copyright case); *Lieber*
 23 *v. Bertelsmann AG*, No. C 04-1671 (MHP), Dkt. 1298 (N.D. Cal. Aug. 31, 2007) (\$130 million
 24 common fund in Napster case involving pirated music). This case also compares favorably to other
 25 class-wide settlements of statutory damages claims outside the copyright context against large
 26 technology companies. *In re Facebook, Inc. Consumer Priv. User Profile Litig.*, 2023 WL 8443230,
 27 at *1, *3 (N.D. Cal. Oct. 10, 2023) (\$725 million settlement fund for 253 million class members);
 28 *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 629 (N.D. Cal. 2021) (\$650 million

1 settlement fund for 6.9 million class members). With Anthropic paying approximately \$3,000 *per*
 2 *work*, this case's \$1.5 billion settlement is higher than settlements reached in comparable class
 3 actions.

4 The per-work recovery here is significant when viewed in light of the statutory damages
 5 range as well. The Settlement Fund represents a per-work payment of approximately \$3,000, which
 6 is four times the minimum statutory damages amount and fifteen times the minimum statutory
 7 damages amount for innocent infringement. 17 U.S.C. § 504(c). Anthropic has made clear that if
 8 the case were to proceed to trial it would present defenses, including innocent infringement, seeking
 9 to minimize its damages exposure. *See, e.g.*, Dkt. 280.

10 This settlement is an excellent result for the Class.

11 *ii. The Class Faced Significant Litigation Risk Both At Trial*
 12 *and on Appeal.*

13 The Settlement is an especially significant outcome for the Class when considered in light
 14 of the enormous risks from continued litigation. At the time the parties signed the term sheet, any
 15 number of things could have derailed the Class's opportunity to have their day in Court on
 16 December 1, 2025: (i) the Ninth Circuit could have granted Anthropic's emergency request for
 17 stay; (ii) the Ninth Circuit could have granted Anthropic's Rule 23(f) petition, which may have
 18 resulted in a reversal of the class certification order; (iii) this Court could have granted Anthropic's
 19 Rule 1292(b) motion or its motion for reconsideration of the fair use order; (iv) this Court could
 20 have granted any number of *Daubert*, *in limine*, or summary judgment motions that could have
 21 effectively ended the case for Plaintiffs before trial. And these were merely the risks that Plaintiffs
 22 and the Class would have faced on the path to *get* to trial.

23 Once trial began on December 1, the Class faced a real risk of an adverse jury verdict, or a
 24 recovery far smaller than that provided for in the Settlement Agreement. As the Court noted in
 25 denying the motion to stay, "[f]or all we know at this stage, Anthropic will persuade the jury to find
 26 facts vindicating it completely (CC Order 28)." Dkt. 296 at 6. At trial, Anthropic would have every
 27 opportunity to present its principal fair use defense, which if successful would have been dispositive
 28 of the Class's claims. *See Authors Guild*, 804 F.3d at 206. Anthropic had in fact argued in its Section

1 1292(b) motion that Judge Chhabria held that the downloading of large quantities of books from
 2 LibGen was fair use in the *Kadrey* case. Dkt. 241. Anthropic also planned to present an innocent
 3 infringement defense, relying on testimony from its executives that they subjectively believed their
 4 reproductions of Plaintiffs' works were fair use. This defense, if successful, could have limited any
 5 recovery to as low as \$200 per work, less than 7% of the per-work payment under the Settlement.
 6 *See* 17 U.S.C. § 504(c)(2). Absent the Settlement, the Class faced a real, meaningful risk of a total
 7 loss—or far lower recovery—at trial.

8 Even if a jury were to side with Plaintiffs, Anthropic's inevitable post-trial motions
 9 and appeals would certainly delay—and potentially reduce or eliminate—any trial court judgment.
 10 Indeed, because fair use is a mixed question of law and fact, the Court's decision weighing the four
 11 fair use factors would have been reviewed *de novo* by an appellate court. Between the immediate
 12 risk posed by Anthropic's pending Rule 23(f) petition, the myriad issues that could have ended this
 13 litigation and the chance of recovery before trial, and the “novel” questions of fair use and AI
 14 training on which Anthropic claims the Court erred, this case carried notable trial and appellate risk
 15 that underscores how this \$1.5 billion+ Settlement is an enormous victory for the Class.

16 **b. The Distribution Is Effective and Fair.**

17 “A claims processing method should deter or defeat unjustified claims, but the court should
 18 be alert to whether the claims process is unduly demanding.” *In re ConAgra Foods, Inc.*, 2022 WL
 19 17243625, at *8 (C.D. Cal. Nov. 14, 2022) (quoting Fed. R. Civ. P. 23 advisory committee's note
 20 to 2018 amendment).

21 The claims process in this case will not be unduly demanding. Claimants with rights in a
 22 work on the Works List will be able to submit a claim either by mail or online. *See id.* (finding
 23 distribution effective where, as here, “[c]lass members will be able to easily complete and submit
 24 a claim form by mail or online”). Class Counsel will work with relevant stakeholders to ensure that
 25 such claim forms are reasonably easy to understand and prepare. Keough Decl. ¶ 99. And the forms
 26 will furthermore be submitted to the Court for approval on October 10, 2025, before notice is
 27 distributed.

28 The Works List will also greatly limit if not eliminate the possibility of unjustified claims.

1 Direct notice, in connection with other methods of notice such as publication notice and notice via
 2 social media, ensure that notice will reach the vast majority of Class Members. Notice recipients
 3 will be encouraged to cross-check their works against the Works List. And the Administrator will
 4 be able to easily determine whether a submitted claim matches a work on the Works List. *Id.* The
 5 risk of unjustified claims is further reduced because the information from which the Class List was
 6 derived—including relevant copyright information and analysis of the datasets themselves—is
 7 written and verifiable. Thus, the risk of disbursing Settlement funds to unjustified claimants is low.

8 **c. The Anticipated Request for Awards, Costs, and Fees.**

9 The Settlement Agreement provides for attorneys’ fees in an amount not to exceed 25% of
 10 the gross benefits provided to the Settlement Class, and reimbursement for all expenses incurred or
 11 to be incurred. SA § 8.1. Class Counsel’s application seeking their costs, attorneys’ fees, and any
 12 incentive award will be proposed to be scheduled to be heard at the same time as the final approval
 13 hearing. The fee and expense application, along with the detailed bases for any requested Service
 14 Awards, will be posted on the Settlement Website upon filing and before the objection deadline,
 15 affording Class Members ample opportunity to evaluate and comment. The Settlement Agreement
 16 is not conditioned on the Court ordering a fee award, and Anthropic retains the right to oppose the
 17 motion, eliminating any “clear-sailing” concern. *See Bayat v. Bank of the W.*, No. C-13-2376 EMC,
 18 2015 WL 1744342, at *7 (N.D. Cal. Apr. 15, 2015) (“[B]ecause any attorneys’ fees award will
 19 come out of the common fund, there is no ‘clear sailing’ agreement here that would warrant against
 20 settlement approval.” (citing *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th
 21 Cir. 2011)). Finally, any proposed service awards will be modest relative to the size of the case,
 22 and will be justified by the Class Representatives’ extensive efforts over the past year and
 23 anticipated ongoing efforts in communicating with fellow Class Members *See Flo & Eddie, Inc.*,
 24 2017 WL 4685536, at *10 (“Incentive awards are fairly typical in class action cases.” (quoting
 25 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009))).

26 **d. No Other Agreements Require Disclosure Under Rule 23(e)(3).**

27 Finally, the Parties have no agreements “made in connection with the proposal.” Fed. R.
 28 Civ. P. 23(e)(3); *see* Fed. R. Civ. P. 23(e)(2)(C)(iv). Accordingly, all the Rule 23(e)(2)(C) sub-

factors support Settlement.

4. **The Settlement Treats Class Members Equitably.**

The final Rule 23(e)(2) factor asks whether “the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The proposed Settlement satisfies this standard as well.

First and foremost, all works in the Class are treated the same. Each work for which a valid claim is submitted will receive the same amount of cash from the Settlement Fund. This uniform per-work treatment is appropriate and squares with Anthropic’s decision to torrent/download the Class Works *en masse* from LibGen and PiLiMi. *See* Dkt. 244 (Class Certification Order) at 1–3. Courts routinely recognize that this type of pro rata or per-work allocation methodology is an equitable, rational, and efficient way to distribute Settlement funds. *See, e.g., Raffin*, 2018 WL 6011551, at *4 (pro rata distributions fair where class members experienced the same privacy harm and would have been eligible for the same statutory damages if successful at trial); *Zimmerman v. Paramount Glob.*, No. 22-CV-9355 (VSB), 2025 WL 763734, at *4, *6 (S.D.N.Y. Mar. 11, 2025) (pro rata distribution in copyright action based on “the number of times SiriusXM played [class members’] works without royalty compensation” was equitable); *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 667 (S.D.N.Y. 2015) (pro rata plan of allocation “ha[d] an obvious rational basis” and “the benefit of simplicity”).

Likewise, all payments to Class Members will be distributed at the same time, with the first such payment to be made within 28 days of the Effective Date.⁹ SA § 2.1(d). And Anthropic’s agreement to destroy the original files of the works it torrented/downloaded from LibGen and PiLiMi, as well as any copies that originate from the torrented/downloaded copies, will benefit all Class Members equally.

The proposed Settlement therefore satisfies all the Rule 23(e)(2) factors, as it is the product of vigorous, arm’s-length negotiations, provides substantial and equitable relief to the Class, and was achieved through the diligent efforts of experienced counsel and representatives.

⁹ If there are remainder funds, they will be distributed to Class members as feasible, with *cy pres* only being used if there is truly no way to get funds to the Class or even to a subset of the Class that has elected electronic payment. SA § 1.34. Any *cy pres* recipient will require court approval.

1 **B. The Court Should Direct Notice to the Class.**

2 Once the Court concludes a proposed settlement is likely to be approved and that the
3 prerequisites for class certification are satisfied, Federal Rule of Civil Procedure 23 mandates that
4 the Court must “direct notice in a reasonable manner to all class members who would be bound by
5 the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

6 Plaintiffs’ proposed Notice Plan—described in the Declaration of Jennifer Keough filed
7 herewith—comports with Rule 23 and due process. Keough Decl. ¶ 98 This comprehensive plan
8 for disseminating notice—including direct mail and email notice as well as notice via targeted ads
9 and a case website—constitutes the best notice practicable under the circumstances. *See, e.g.,*
10 *AdTrader, Inc. v. Google LLC*, No. 17-07082, 2021 WL 2073816 (N.D. Cal. Mar. 23, 2021)
11 (approving notice plan that included direct mailings, emails, and a case-specific website); *Novoa v.*
12 *GEO Grp., Inc.*, No. 17-2514, 2020 WL 6694349 (C.D. Cal. Sept. 14, 2020) (approving notice plan
13 that included a digital media campaign, emails, publication of notice, and a case specific website).
14 The comprehensive Notice Plan is directed to reach the Class the Court certified, satisfying Fed. R.
15 Civ. P. 23(e)(1)(B).

16 Finally, and in accordance with the Guidelines, Class Members will have 60 days from the
17 Notice Date to opt out or object. *See also* Court’s Order re Class Actions (Factor 8). The proposed
18 Notice Plan complies with Rule 23(e)(5) by instructing Class Members who wish to opt out of or
19 object to the Settlement how to do so. The Notice Plan clearly apprises Class Members of (1) the
20 deadlines to opt out or exclude themselves from the Settlement; (2) the method to opt out; and
21 (3) the consequence of opting out. *See* Keough Decl. Ex. B (Detailed Notice). Likewise, pursuant
22 to Rule 23(e)(5), the proposed Notice Plan instructs Class Members of their right to object to the
23 Settlement and the deadline to submit an objection. As described in Exhibits C and D to the Keough
24 Declaration, the notices make clear that the Court can only approve or deny the Settlement and
25 cannot change the terms of the Settlement.

26 **VI. TIMELINE**

27 In accordance with the Guidelines and as set forth in the proposed Order, the parties propose
28 the following timeline below:

Event	Parties' Proposal
Notice Date	60 days after Preliminary Approval (Settlement Agreement ¶ 1.23)
Fee/Cost/Service-Award Motion	35 days before Opt-Out and Objection Deadline
Opt-Out / Objection Deadline	60 days after Notice (Settlement Agreement ¶ 1.24)
Re-inclusion Deadline	30 days from the Objection/Exclusion Deadline (Settlement Agreement ¶ 4.15)
Claims Deadline	120 days after Notice (Settlement Agreement ¶ 1.6)
Final Approval Motion Deadline	At Claim Form Deadline
Final Approval Hearing	14 days after submission of Motion for Final Approval

VII. CONCLUSION

The Parties respectfully request that the Court (1) grant preliminary approval of the Settlement between the already-certified Class and Anthropic; (2) approve a process for setting a Plan of Allocation; (3) appoint JND Legal as the Settlement Administrator and approve the proposed Notice Plan; and (4) schedule a Final Approval Hearing.

Dated: September 5, 2025

By: /s/ Justin A. Nelson
/s/ Rachel Geman

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ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I hereby attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: September 5, 2025

/s/ Justin Nelson

Exhibit A

Copyright Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i>, No. 13-5693, 2017 WL 4685536 (C.D. Cal. May 8, 2017) Note: Flo & Eddie brought claims against Sirius XM in Florida and New York and lost in both states	Claims arising from radio unlawfully playing audio recordings made prior to February 15, 1972 by duplicating and broadcasting those audio recordings through its satellite and internet radio services in violation of Cal Civ. Code § 980(a)(2) and California's Unfair Competition Law.	<u>Class Size:</u> At least 253 <u>Notice:</u> direct mailing, targeted publications and periodicals, and a website	<u>Common Fund:</u> range of \$25 to \$73 million, with amount within range contingent on outcome of appeal of legal question at center of case. Sirius XM prevailed on appeal, limiting range of recovery.	<u>Avg. Class Payment:</u> Unknown	The court awarded \$7.65 million; \$1,679,587.55 for reimbursement of expenses; and \$25,000 in service awards for each of the two named plaintiffs.	Unknown
<i>In re Napster, Inc. Copyright Litig.</i> No. 3:00-MD-00-1369, Dkt. 1298 (Aug 31, 2007 N. D. Cal.); Dkt. 1308 (Feb. 24, 2008 N.D. Cal.)	Claims arising from defendant Bertelsmann AG investing in Napster, a peer-to-peer sharing website of plaintiffs' copyrighted music.	<u>Class Size:</u> Up to 27,000 music publisher class members <u>Notice:</u> direct mailing to 8,000 top class members and a website maintained by music producer class representative	<u>Common Fund:</u> \$130 million	<u>Claims Rate:</u> Unknown <u>Avg. Class Payment:</u> Unknown	The court awarded \$28.7 million in attorneys' fees; \$3.29 million in reimbursement of expenses; and \$25,000 in service awards to two individual named plaintiffs and \$50,000 to one corporate named plaintiff.	Statutory damages of at least \$750 per infringement, and potentially up to \$150,000 per infringement.

Copyright Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>Ferrick v. Spotify USA Inc.</i> , No. 16-CV-8412 (AJN), 2018 WL 2324076 (S.D.N.Y. May 22, 2018)	Claim arising out of Spotify streaming artists' songs without license	<u>Class Size</u> : 535,000 <u>Notice</u> : direct mailing to class members, email notice to class members, print notice in music magazines, settlement website, toll-free number, and settlement notification on Spotify's website	<u>Common Fund</u> : \$43.45 million immediately and a commitment to pay royalties valued at \$63.1 million	<u>Claims Rate</u> : Unknown <u>Avg. Class Payment</u> : Unknown	Spotify agreed to pay \$5 million in attorneys' fees, and the court granted \$8,035,000 in attorneys' fees for a total of \$13.035 million; \$718,236.80 for reimbursement of expenses; \$25,000 incentive awards for each plaintiff	Statutory damages of at least \$750 per infringement, and potentially up to \$150,000 per infringement.
Settlement rejected because future relief exceeded scope of Rule 23 and represented attempt to use class action mechanism to achieve forward-looking business arrangements: <i>Authors Guild v. Google, Inc.</i> , 770 F. Supp. 2d 666, 667, 686 (S.D.N.Y. 2011).	Claims arising out of Google scanning books to create search engine. Settlement would have granted Google the right to (1) continue to digitize Books, (2) sell subscriptions to an electronic Books database, (3) sell online access to individual Books, (4) sell advertising on pages from Books, and (5) make certain other uses.	All persons (and their heirs, successors, and assigns) who, owned a U.S. copyright interest in one or more Books, forwards, prologues, or essays.	\$45 million payment into a Settlement Fund Establishment of Book Rights Registry to maintain a database of Rightsholders, and administer distributions of revenues for use of books. Initial funding of registry with a payment of \$34.5 million.	For settlement fund, a maximum of \$300 per Principal Work, \$75 per Entire Insert, and \$25 per Partial Insert. For registry-covered works on a go-forward basis: 70% of net revenues from sales and advertising.	Fees and costs denied.	Unstated, however Court noted “there is no real risk that a judgment following trial would render Google insolvent.” <i>Authors Guild v. Google, Inc.</i> , 770 F. Supp. 2d 666, 676 (S.D.N.Y. 2011). Named plaintiffs and putative class members ultimately received no recovery following decision that Google’s conduct was “fair use” in <i>Authors Guild v. Google, Inc.</i> , 804 F.3d 202, 230 (2d Cir. 2015).

Mass Infringement (Non-Class) Copyright Cases		
Case	Claims	Recovery and Relief
<i>In re Napster, Inc. Copyright Litig.</i> No. 3-MD-00-1369, Dkt. 1300-1 (Exhibit B) (Aug 31, 2007 N. D. Cal.) Resolving Universal Music Group’s claims against Bertelsmann	Claims arising from defendant BertelsmannAG investing in Napster, a peer-to-peer sharing website of plaintiffs' copyrighted music	<u>Total Settlement:</u> \$60 million
<i>In re Napster, Inc. Copyright Litig.</i> No. 3-MD-00-1369, Dkt. 1300-1 (Exhibit C) (Aug 31, 2007 N. D. Cal.) Resolving EMI Group PLC’s claims against Bertelsmann	Claims arising from defendant BertelsmannAG investing in Napster, a peer-to-peer sharing website of plaintiffs' copyrighted music	<u>Total Settlement:</u> \$61.22 million
<i>In re Napster, Inc. Copyright Litig.</i> No. 3-MD-00-1369, Dkt. 1304 (Jan. 7, 2008 N. D. Cal.) Resolving Warner Music Group’s claims against Bertelsmann	Claims arising from defendant BertelsmannAG investing in Napster, a peer-to-peer sharing website of plaintiffs' copyrighted music	<u>Total Settlement:</u> \$110 million
<i>Metro-Goldwyn-Mayer Studios Inc., et al., v. Grokster, LTD, et al.</i> , No. CIV-01-08541 (C.D. Cal.) Resolving claims against Sharman Networks (owner of Kazaa a peer-to-peer sharing network)	Claims arising from peer-to-peer sharing network with sufficient knowledge of users infringing plaintiffs’ copyrights to be contributorily liable.	<u>Total Settlement:</u> \$115 million
<i>Sony Music Ent., et al., v. Cox Comms., Inc., et al.</i> , 1:18-cv-950 (E.D. Va.); <i>Sony Music Ent. v. Cox Commc'ns, Inc.</i> , 93 F.4th 222 (4th Cir. 2024); Certiorari Granted: June 30, 2025	Claims arising from broadband communications and entertainment company with sufficient knowledge of users infringing plaintiffs’ copyrights to be contributorily liable.	<u>Jury Verdict:</u> \$1 billion; damages award vacated on appeal, 94. F.4 th at 241; currently pending before Supreme Court.

Mass Infringement (Non-Class) Copyright Cases		
Case	Claims	Recovery and Relief
<i>UMG Recordings, Inc., v. Grande Comms. Network, LLC</i> , 1:17-cv-365 (W.D. Tex.); <i>UMG Recordings, Inc. v. Grande Commc'ns Networks, L.L.C.</i> , 118 F.4th 697 (5th Cir. 2024) Petition for Certiorari: Mar. 10, 2025	Claims arising from internet service provider with sufficient knowledge of users infringing plaintiffs' copyrights to be contributorily liable.	<u>Jury Verdict:</u> \$46.76 million; damages award vacated on appeal, 118 F.4 th at 724.

Misuse of Data Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Facebook, Inc. Consumer Priv. User Profile Litig.</i> , No. 3:18-MD-02843, 2023 WL 8443230 (N.D. Cal. Oct. 10, 2023); Dkt. 1139 (N.D. Cal. June 26, 2023).	Claims related to making user data and data about users' friends accessible to third parties.	<u>Class Size:</u> 253 million <u>Notice:</u> individual in-app notice to 685 million Facebook accounts, digital banner and social media advertisements, paid campaign to Google to direct people searching for information about the settlement, settlement website, publications in USA Today and People, posts to class action aggregate sites, work with social media influencers	<u>Injunctive Relief:</u> Confirmatory discovery and declarations attesting that the data-sharing practices that Plaintiffs challenged have either stopped or are subject to monitoring under a 2020 consent decree between Facebook and the FTC <u>Common Fund:</u> \$725 million	<u>Claims Rate:</u> 5.93% <u>Avg. Class Payment:</u> \$35	The court awarded \$181,250,000; \$4,101,608.09 for reimbursement of expenses; \$15,000 in service awards to the eight named plaintiffs; at preliminary approval, anticipated administrative costs were estimated between \$3,500,000 and \$4,225,000.	Statutory damages of at least \$2,500 per consumer under the VPPA and \$1,000 per person under the SCA

Misuse of Data Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Facebook Biometric Info. Priv. Litig.</i> , 522 F. Supp. 3d 617, 620 (N.D. Cal. 2021), <i>aff'd</i> , No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022)	Claims arising out of Facebook's collection, storage, or dissemination of biometric data related to facial recognition (excluding affiliated entities Instagram, Inc., WhatsApp Inc., and Oculus VR Inc.)	<u>Class Size:</u> 6.9 million <u>Notice:</u> Direct email and Facebook Newsfeed notice, published notice via dedicated settlement website, targeted internet banner ads, and print publication in the Chicago Tribune and Chicago Sunday Times. Notice was delivered to 10,295,502 email addresses, and the total number of impressions to unique users from the Facebook Newsfeed notice was 9,124,351 (30.47% click-through rate)	<u>Injunctive Relief:</u> Facebook to set its "Face Recognition" default user setting to "off," and delete all existing and stored face templates unless it gains express consent from the user. It will also delete the face templates for any class members who have no activity on Facebook for three years. <u>Common Fund:</u> \$650 million	<u>Claims Rate:</u> 22% (1.5 million claims submitted) with 109 opt-outs and 3 objections <u>Avg. Class Payment:</u> \$397	The court awarded \$97.5 million in attorneys' fees; \$915,454.37 for reimbursement of expenses; and \$7,500 in service awards for the three named plaintiffs. The court awarded \$1,828,009.89 in administrative costs.	Plaintiffs' BIPA claims would have provided \$1,000 per class member had Facebook been found to have negligently violated the statute, and \$5,000 per class member if it were found to have intentionally or recklessly violated the statute. 740 Ill. Comp. Stat. 14/20(1)-(2).

Misuse of Data Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>Katz-Lacabe v. Oracle Am., Inc.</i> , 2024 WL 4804974, at (N.D. Cal. Nov. 15, 2024) Currently on appeal: <i>Katz-Lacabe, et al. v. Oracle America, Inc.</i> , 9th Cir., Dec. 19, 2024	Data brokering business violates internet users' right to privacy via covert collection and aggregation of personal data.	<u>Class Size:</u> 220 million <u>Notice:</u> Internet notice, paid search campaign, engagement on social media, and press releases; supplemental email notice campaign; settlement website	<u>Injunctive Relief:</u> Oracle shut down the ad tech business responsible for virtually all contact at issue in the litigation. If Oracle returns to that area of commerce, its practices will be subject to the injunctive relief standards. <u>Common Fund:</u> \$115 million	<u>Claims Rate:</u> 1.47% <u>Avg. Class Payment:</u> \$25	The court awarded \$28.75 million in attorneys' fees; the court awarded \$211,350.52 in reimbursement costs; and \$10,000 to each of the two class representatives.	Unknown
<i>Bernstein v. Cengage Learning, Inc.</i> , No. 19-CV-7541-ALC-SLC, Dkt. 322 (S.D.N.Y. Nov. 8, 2024); Dkt. 335 (S.D.N.Y. Feb. 19, 2025); Dkt. 342 (S.D.N.Y. Feb. 26, 2025).	Claims for unpaid royalties for Cengage underpaying its textbook contributors	<u>Class Size:</u> Unknown <u>Notice:</u> Direct email and postcard notice, settlement website, print and online advertisement	<u>Common Fund:</u> \$20.99 million	Unknown	The court awarded \$7 million in attorneys' fees; the court awarded \$1,187,399.11 in reimbursement costs; and \$16,500 to each of the class representatives.	\$44.3 million

Misuse of Data Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Google LLC St. View Elec. Commc'ns Litig.</i> , 611 F. Supp. 3d 872 (N.D. Cal. 2020), <i>aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.</i> , 21 F.4th 1102 (9th Cir. 2021)	Google intercepted and stored private electronic communications and Google's Street View vehicles collected and stored data without permission.	<u>Class Size</u> : 60 million <u>Notice</u> : Settlement website, digital advertisements on websites, social media, search engines, and a press release	<u>Injunctive Relief</u> : Google destroyed the acquired data within 45 days of final approval; Google will not collect and store data except with notice and consent. <u>Cy Pres Settlement Fund</u> : \$13 million	N/A	The court awarded \$3.03 million in attorneys' fees; the court awarded \$750,000 in reimbursement costs; and \$5,000 to each of the eighteen class representatives who undertook additional burdens for jurisdictional discovery and \$500 for the class representatives who did not participate in jurisdictional discovery.	Unknown
<i>Cottle v. Plaid Inc.</i> , No. 20-CV-03056-DMR, 2022 WL 2829882 (N.D. Cal. July 20, 2022)	Defendant used consumers' banking login credentials to harvest and sell financial data without consumers' consent.	<u>Class Size</u> : 98 million <u>Notice</u> : Email and postcard notice to whom email and/or mailing address available, online ads, settlement website	<u>Injunctive Relief</u> : Plaid deleted data from its system that it had harvested; prominently explained user controls available to Plaid users, minimized data Plaid stores from users, and enhance its End User Privacy Policy. <u>Common Fund</u> : \$58 million	<u>Claims Rate</u> : 1.28% <u>Avg. Class Payment</u> : \$31.50	The court awarded \$11 million in attorneys' fees; the court awarded \$115,920.21 in reimbursement costs; and \$5,000 to each of the eleven class representatives.	Unknown

Misuse of Data Class Cases						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Zoom Video Communications, Inc. Privacy Litigation</i> , 3:20-cv-02155 (N.D. Cal.)	Claims arising out of sharing data with third parties and failing to adequately protect consumer data	<u>Class Size:</u> 150 million <u>Notice:</u> Email and mail, newspaper, social media, sponsored search, informational release, and settlement website	<u>Injunctive Relief:</u> Over a dozen major changes to its practices, designed to improve meeting security, bolster privacy disclosures, and safeguard consumer data <u>Common Fund:</u> \$85 million	<u>Claims Rate:</u> 1% <u>Avg. Class Payment:</u> \$95 for those with a Paid Subscription Claim, and \$29 for those with User Claims	The court awarded \$21,250,000 million; \$130,842.24 for reimbursement of expenses; and \$5,000 in service awards for each of the class representatives. At the time of final approval, administrative costs were estimated to be \$2,833,000.	Unknown

Recent Exemplar Mega-Fund Class Actions						
Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Coll. Athlete NIL Litig.</i> , No. 20-CV-03919 CW, 2025 WL 1675820 (N.D. Cal. June 6, 2025) Currently on appeal: <i>House, et al. v. National Collegiate Athletic Association, et al.</i> , 9th Cir. July 9, 2025	Claims relating to any previously existing NCAA and conference rules regarding monies and benefits that may be provided to student-athletes by the NCAA, Division I conferences and/or Division I Member Institutions, or relating in any way to any NCAA or conference limitations on the numbers of scholarships allowed or permitted in any sport	<u>Class Size:</u> 389,7000 <u>Notice:</u> Direct notice via email and postcard where possible, digital campaign advertising the settlement, and press releases	<u>Injunctive Relief:</u> NCAA and its members can modify rules to allow schools to provide additional direct benefits and compensation to Division I student-athletes, eliminate scholarship limits, and narrower name-image-likeness restrictions. <u>Common Fund:</u> \$2.576 billion	<u>Claims Rate:</u> 26.2% <u>Avg. Class Payment:</u> Between \$80 and \$91,000	To be resolved in a future order	Unknown

Recent Exemplar Mega-Fund Class Actions

Case	Claims Released	Class Size & Method(s) of Notice	Class Recovery and Relief	Submission of Claims Forms & Average Class Payment	Fees, Costs, and Service Awards	Exposure If Plaintiffs Had Prevailed on Every Claim
<i>In re Blue Cross Blue Shield Antitrust Litig.</i> , No. 2:13-CV-20000-RDP, 2024 WL 4982979 (N.D. Ala. Dec. 4, 2024)	Claims relating to defendants’ use of the exclusive Service Areas as a restraint of trade in violation of the Sherman Act	<u>Class Size:</u> 6,000 hospitals, several thousand other medical facilities, and several hundreds of thousands of physicians and other professionals <u>Notice:</u> Direct email and postcard notice, settlement website, print and online advertisements	<u>Injunctive Relief:</u> Transform BlueCard Program infrastructure, BlueCard prompt pay commitment to pay fully insured claims within thirty days, appointment of BlueCard executive at each Blue Plan, implementation of real-time Blues internal messaging system, creation of a Blue National Executive Resolution Group to further improve the BlueCard Program. <u>Common Fund:</u> \$2.8 billion	Unknown	To be resolved in a future order	Unknown

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ANDREA BARTZ, ANDREA BARTZ, INC.,)
CHARLES GRAEBER, KIRK WALLACE)
JOHNSON, and MJ + KJ, INC., individually)
and on behalf of others similarly situated,)

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

Case No. 3:24-cv-05417-WHA

**DECLARATION OF COURT
APPOINTED CLASS COUNSEL
RACHEL GEMAN AND JUSTIN A.
NELSON IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT**

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1 Justin A. Nelson and Rachel Geman jointly declare and state as follows:

2 1. We are Co-Lead Class Counsel for Plaintiffs in the above-captioned case. We make
3 this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the
4 Settlement Agreement.

5 2. I, Rachel Geman, am a partner at Lieff Cabraser Heimann & Bernstein, LLP ("Lieff
6 Cabraser"), and serve as an attorney of record for Plaintiffs in the above-captioned class action. I
7 am also a court-appointed Class Counsel. I am an active member in good standing of the New York
8 State Bar, and am admitted *pro hac vice* to practice before this Court. *See* Dkt. 29. I have personal
9 knowledge of the facts stated in this declaration and, if called as a witness, I could and would testify
10 competently to them.

11 3. I, Justin A. Nelson, am a partner at Susman Godfrey L.L.P. ("Susman Godfrey"),
12 and serve as an attorney of record for Plaintiffs in the above-captioned class action. I am also a
13 court-appointed Class Counsel. I am an active member in good standing of the bar of Texas, and
14 am admitted *pro hac vice* to practice before this Court. *See* Dkt. 34. I have personal knowledge of
15 the facts stated in this declaration and, if called as a witness, I could and would testify competently
16 to them.

17 **A. INTRODUCTION**

18 4. To the best of our knowledge, this is the largest known copyright settlement in
19 American history. A certified class of legal and beneficial owners of hundreds of thousands of
20 copyrighted works will recover at least \$1,500,000,000 dollars through a non-reversionary
21 settlement fund. Based upon the number of anticipated works on the Class List, we expect that the
22 non-reversionary settlement will equate to approximately \$3,000.00 per Work—a sum that well
23 surpasses past copyright settlements. The settlement also provides for Interest both during the
24 approval process and while in escrow after approval but before distribution.

25 5. The settlement also provides other benefits. The release is a past release only. The
26 release is only for Works on the Works List, each of which is eligible for the approximately \$3,000
27 per-Work compensation. And the release does not include any claim based on the output of AI
28 models. The Defendant, Anthropic PBC, will delete the books it downloaded from Library Genesis

1 (“LibGen”) and Pirate Library Mirror (“PiLiMi”), subject to certain legal preservation obligations
 2 and court orders. And together, Plaintiffs and Defendant will resolve—after a year of sharply
 3 contested proceedings involving nearly two dozen depositions, scores of discovery motions,
 4 summary judgment proceedings, class certification proceedings, and simultaneous litigation in the
 5 Ninth Circuit—one of the most important copyright cases of the day. The Settlement Agreement
 6 was hard fought. It is eminently fair. And Plaintiffs’ Counsels’ plan for ensuring maximum
 7 distribution of the award satisfies exacting scrutiny.

8 6. This declaration begins by providing an overview of the work performed by Co-
 9 Lead Class Counsel to understand the claims and defenses in this case, to evaluate them, and to
 10 ultimately elect to reach this settlement rather than continue to trial. The declaration then next
 11 explains the work that Co-Lead Class Counsel will continue conducting to ensure maximum
 12 disbursement of the award in the Settlement Agreement to Class members. Finally, the declaration
 13 will conclude by explaining why Co-Lead Class Counsel believe that the Settlement Agreement
 14 provides exceptional relief to the Class.

15 7. We are immensely thankful for the work of this Court, Special Master McElhinny,
 16 and Retired Judge Layn Phillips in assisting the Parties throughout this action, including by
 17 resolving hotly contested issues on the merits, adjudicating several critical discovery disputes, and
 18 mediating a comprehensive and compelling settlement.

19 8. In light of the remarkable monetary award and other non-monetary relief, we
 20 respectfully submit that the Settlement Agreement merits this Court’s approval. Attached as
 21 **Exhibit A** is a true and correct copy of the Settlement Agreement executed on September 5, 2025,
 22 between Plaintiffs and Anthropic.

23 **B. THE WELL-PLEADED COMPLAINT AND THE EXTENSIVE**
 24 **DISCOVERY THAT FOLLOWED**

25 i. *The Nature of the Action*

26 9. Plaintiffs filed this case on August 19, 2024, on behalf of themselves and other legal
 27 and/or beneficial owners of copyrighted works, alleging that Defendant Anthropic PBC
 28 (“Anthropic”), reproduced their works without permission in violation of the Copyright Act, 17

1 U.S.C. § 501 *et seq.* Plaintiffs’ 17-page, 40-footnote, complaint sought “statutory damages or
2 compensatory damages at their election, restitution, disgorgement, attorneys’ fees and costs, and
3 any other relief that may be permitted by law or equity,” including an order “[p]ermanently
4 enjoining Anthropic from engaging in the infringing conduct” as alleged. Dkt. 1 at 18.

5 10. Plaintiffs’ complaint alleged in detail Anthropic’s unlawful acquisition of
6 copyrighted works. For instance, Plaintiffs alleged that Anthropic “copied and exploited a trove of
7 copyrighted books—including but not limited to the books contained in Books3.” Dkt. 1 at 12; *see*
8 *also* Dkt. 1 at 9. Plaintiffs further alleged that Anthropic used such books notwithstanding the fact
9 that their pirated nature was evident. Dkt. 1 at 12. For example, Plaintiffs alleged that, according to
10 publicly available datasheets, “Books3 is almost entirely comprised of copyrighted works.” Dkt. 1
11 at 11.

12 11. Plaintiffs also alleged the grievous harms that Anthropic’s conduct caused the then-
13 putative class. Plaintiffs explained that “Anthropic, in taking authors’ works without compensation,
14 has deprived authors of books sales and licensing revenues.” Dkt. 1 at 12–13. “There has long been
15 an established market for the sale of books and e-books,” Plaintiffs explained, “yet Anthropic
16 ignored it and chose to scrape a massive corpus of copyrighted books from the internet, without
17 even paying for an initial copy.” Dkt. 1 at 13; *see also* Dkt. 1 at 13 (“Anthropic, however, has
18 chosen to use Plaintiffs works and the works owned by the Class free of charge, and in doing so
19 has harmed the market for the copyrighted works by depriving them of book sales and licensing
20 revenue.”).

21 12. This Court held a scheduling conference on October 10, 2024 and set a trial date of
22 December 1, 2025. At the conference, the Court asked each side to provide an impromptu two-
23 minute summary of their arguments. Counsel for Plaintiffs responded, previewing the arguments
24 that have been hotly contested in this Court, including piracy. The Court commented: “A very good,
25 short summary. You get an A plus. I don’t have to agree with everything, but you did what I asked.
26 In two minutes or less, you summarized the case.” Dkt. 50, 3:25-5:4.

27 13. Anthropic filed its answer on October 21, 2024, in lieu of filing any motion to
28 dismiss. Dkt. 57. Plaintiffs thereafter filed an amended complaint on December 4, 2024, continuing

1 to allege Anthropic's violations of the Copyright Act in detail. Once again, Anthropic was
2 compelled to file an answer instead of moving to dismiss. Dkt. 72.

3 ii. *Fact Discovery between the Parties*

4 14. Discovery in this case has been extensive by any measure. The Parties produced
5 millions of pages of documents, litigated over one dozen discovery motions, inspected source code
6 and books data in a highly secure environment, and took or defended twenty depositions. That
7 discovery was governed by extensive, negotiated protocols that the Court itself reviewed and
8 ordered: a Protective Order, an ESI and Hard-Copy Document Protocol, and a Protocol for
9 Inspection of Training Data and Source Code. Dkt. Nos. 63, 74, 85, which among other things,
10 controlled production formats, metadata, claw-back procedures, and the mechanics of secure
11 dataset inspections. Plaintiffs and Anthropic also met and conferred several dozens of times on all
12 facets of discovery, including negotiating search terms and custodians for document production;
13 the number of deponents and the length of depositions; privilege logging; responses to written
14 discovery; and scheduling various matters. The Parties also exchanged dozens of written proposals
15 as to these discovery issues as well. In sum, the Parties exerted significant effort in discovery,
16 emblematic of the deeply contested nature of this case. During the course of discovery, Plaintiffs
17 discovered that Anthropic's use of pirated books was much more extensive than just Books3.
18 Anthropic also torrented/downloaded books from the pirated websites Library Genesis and Pirate
19 Library Mirror, but had not disclosed this publicly.

20 15. Document Production and Review. Document production and review were likewise
21 extensive. For example, during just the period between the Court's class certification order (July
22 17, 2025) and the date of the Parties' executed Term Sheet (August 25, 2025), Anthropic produced
23 54,782 documents comprising 1,640,241 pages, bringing the total defense production to more than
24 80,000 documents and over 2 million pages, including "Attorneys-Eyes' Only" source code
25 documents that Class Counsel could only review onsite, with advanced notice and no Internet
26 connection, at Anthropic's secure inspection environment. Plaintiffs also inspected hundreds of
27 gigabytes of Slack exports, Notion wikis, and Google Vault data. Plaintiffs likewise produced more
28

1 than 20,000 pages of manuscript drafts, publishing contracts, registration certificates, and sales
2 statements in response to Anthropic’s Requests for Production (“RFPs”).

3 16. Written Discovery. Plaintiffs served nine sets of RFPs comprising 186 individual
4 requests; eight sets of Interrogatories totaling 29 interrogatories; and three sets of Requests for
5 Admission (“RFA”) totaling 65 RFAs. In turn, Anthropic served 263 RFPs (approximately 87
6 directed to each named author-plaintiff), 75 interrogatories (25 per author-plaintiff), and 395 RFAs
7 (230 for Bartz/Bartz Inc., 47 for Graeber, and 118 for Johnson/MJ+KJ). The Parties’ written
8 discovery responses to interrogatories alone spanned over 200 pages. The Parties’ written responses
9 to the RFPs spanned another 311 pages.

10 17. Depositions. Depositions were similarly thorough. Plaintiffs took Rule 30(b)(6)
11 depositions of Anthropic on November 8, 2024 (initial deposition on dataset acquisition), August
12 8, 2025 (LibGen and PiLiMi metadata), August 15, 2025 (multiple topics relating to acquisition
13 and use of books datasets relevant to the certified Class and the benefits Anthropic obtained from
14 such acquisition and use), and August 25, 2025 (ESI preservation, document repositories, and
15 retention policies). Anthropic took five depositions of the named plaintiff authors and their loan-
16 outs between March 5–7, 2025. In addition, during the period the Parties were briefing summary
17 judgment and class certification, Plaintiffs deposed three fact witnesses from Anthropic as well as
18 one of its experts, while Anthropic deposed one of Plaintiffs’ experts. Then, in July and August,
19 Plaintiffs deposed many of the main trial witnesses, including many of Anthropic’s co-founders;
20 the individuals who torrented the relevant datasets; and those in charge of pre-training, technology,
21 and products.

22 18. By the time the Parties’ executed their Term Sheet pertaining to the settlement—a
23 mere four days before the fact discovery cut-off—the Parties had conducted 20 depositions, and
24 were neck-deep in preparations for then-forthcoming six additional depositions of Anthropic’s
25 Chief Executive Officer and other trial witnesses on both sides. The deposition transcripts in this
26 case span 4,331 pages.

27 19. Motions Practice. As this Court is well aware, discovery was hard-fought.
28 Throughout the course of the litigation, the Parties engaged in 17 discovery motions and had

1 hearings as to 11 of these motions before both the District Court and the appointed Special Master.
2 These included disputes over the timing and scope of document productions, privilege challenges,
3 and issues related to depositions and dataset inspections. The Court and Special Master regularly
4 intervened to resolve these disputes, set deadlines, and ensure that discovery obligations were met.

5 iii. *Expert Discovery*

6 20. The Parties engaged in widespread expert discovery. Both sides submitted over 100
7 pages in expert reports in connection with Anthropic's motion for summary judgment and
8 Plaintiffs' motion for class certification. Those expert reports addressed topics related to
9 economics, market harm, large language models, and the ascertainment of books in the datasets.

10 21. In addition, Plaintiffs committed significant expert resources to analyzing
11 Anthropic's datasets and source code, including in the highly secure inspection environment, a
12 process that occurred on nearly a daily basis in the weeks leading up to the Settlement Agreement.
13 In addition, on August 1, the Parties exchanged topics of expert reports relating to trial experts,
14 covering piracy; shadow libraries; Anthropic's use of Class Works; torrenting, seeding, and
15 leeching; fair use related topics; and others. In keeping with the breadth of those topics, the Parties
16 disclosed a total of 41 experts that could offer expert testimony. And by August 25—the date of
17 the Parties' executed Term Sheet—the Parties' experts had substantially completed reports and the
18 attendant work in advance of the August 29 discovery deadline to serve opening expert reports.

19 iv. *Third Party Discovery*

20 22. With respect to third party discovery (in addition to the discovery specific to notice
21 and the Class List, discussed below), Plaintiffs issued subpoenas to major publishing companies
22 (HarperCollins and Simon & Schuster), OpenAI (relating to sworn testimony of founder Ben
23 Mann), Google, Amazon, as well as Shawn Presser (creator of a books dataset), and Anna's Archive
24 (creator of Pirate Library Mirror). Plaintiffs engaged in meet and confers with many of these third
25 parties, obtained thousands of pages of documents from four of these third parties, and then
26 reviewed and produced these documents to Anthropic. Third party discovery was unabating. During
27 the week of the Settlement Agreement itself, Plaintiffs were engaged in extensive meet-and-confer
28 efforts with Amazon to obtain information pertaining to Anthropic's use of Amazon's services.

1 C. **THE SEVERAL, DISPUTED KEY MOTIONS IN THIS COURT AND THE**
 2 **NINTH CIRCUIT**

3 i. *Summary Judgment*

4 23. Anthropic requested to move for early summary judgment prior to the close of fact
 5 discovery. On March 27, 2025, Anthropic moved for summary judgment, asserting that its
 6 acquisition of copyrighted books for large languages model training categorically qualified as fair
 7 use. Dkt. 122. On April 3, 2025, the Court posed hypothetical written questions related to
 8 Anthropic's fair use defense to Plaintiffs and Anthropic, to be addressed in the Parties' briefing.
 9 Dkt. 135. Plaintiffs opposed Anthropic's motion on April 24, 2025, and Anthropic filed its reply
 10 on May 8, 2025. Dkt. 163, 181. The summary judgment record included 65 pages of briefing, 96
 11 exhibits, 2 fact witness declarations, and testimony from five separate experts. The Court heard
 12 argument on the summary judgment motion on May 22, 2025, and the Parties submitted
 13 supplemental briefing on May 23, 2025, pursuant to the Court's order.

14 24. Following the May 22 hearing and the Parties' supplemental submissions, the Court
 15 granted in part and denied in part Anthropic's motion. Dkt. 231. The Court reached different
 16 conclusions regarding different sources of training data. It found that reproducing purchased-and-
 17 scanned books to train AI constituted fair use. *Id.* at 13, 30–31. However, the Court denied summary
 18 judgment on the copyright infringement claims related to the works Anthropic obtained from
 19 Library Genesis and Pirate Library Mirror. *Id.* at 19, 31.

20 ii. *Class Certification*

21 25. On March 27, 2025, Plaintiffs moved for class certification. Anthropic opposed on
 22 April 17, and Plaintiffs replied on May 1. Dkt. 125, 146, 172. The certification record was likewise
 23 fulsome, including 65 pages of briefing, 96 exhibits and 4 declarations. The Court held a hearing
 24 on May 15, 2025 and pursuant to the Court's order therefrom, the Parties submitted supplemental
 25 briefing on May 16, 2025. Dkts. 199, 201, 202, 203.

26 26. On July 17, 2025, the Court certified a Rule 23(b)(3) "LibGen & PiLiMi Pirated
 27 Books Class." Dkt. 244 at 9, 31. The Court found that this was a "classic" case for class
 28 certification, and that common "questions of law or fact ... predominate[d] over" individual

1 questions. *Id.* at 1, 15 (quoting *Briseno*, 844 F.3d at 1124 nn.3-4). The Court crafted notice
 2 procedures to ensure that rightsholders were properly apprised of this case, and to ensure only one
 3 recovery per copyrighted work. *Id.* at 29–30.

4 27. Plaintiffs Andrea Bartz Inc., Graeber, and MJ + KJ Inc. were appointed as Class
 5 Representatives, and Lieff Cabraser and Susman Godfrey were appointed as Co-Lead Class
 6 Counsel. *Id.* at 31. The Court then directed the Parties to confer on notice and claims’ administration
 7 procedures and set a timetable for dissemination of Class notice. *Id.* at 29–30, 31. Plaintiffs
 8 submitted a motion to approve the form and manner of class notice on August 15, 2025, Dkt. 317,
 9 to which Anthropic filed oppositions on August 18, 2025, Dkt. 329, and August 20, 2025, Dkt. 334.

10 28. On August 11, 2025, in response to this Court’s class certification order and in order
 11 to ensure participation of all copyright owners in the case and pursue the common goal of
 12 maximizing the per-work recovery for the Class, Plaintiffs filed notices of appearances for
 13 additional counsel for Edelson PC and Oppenheim + Zembrak, LLP to serve as Publishers’
 14 Coordination Counsel. Dkt. 298. Those firms had the approval of the American Association of
 15 Publishers to serve in that role. *Id.* at 2. Professor Samuel Issacharoff of NYU Law School, a leading
 16 expert on class actions, also noticed his appearance the same day. *Id.*

17 iii. *Interlocutory Review*

18 29. Anthropic sought to immediately appeal the Court’s summary judgment ruling,
 19 moving on July 14 for leave to appeal pursuant to 28 U.S.C. § 1292(b). In that motion, Anthropic
 20 moved in the alternative, for leave to move for reconsideration pursuant to L.R. Civ. 7-9. Dkt. 241.
 21 Anthropic argued that the Court’s order on fair use addressed “novel and consequential legal
 22 questions about the proper fair-use standard in the context of copyright-infringement challenges to
 23 groundbreaking generative artificial intelligence . . . technology.” *Id.* at 1. Plaintiffs filed their
 24 opposition to Anthropic’s motion on July 28, 2025 (Dkt. 276), and Anthropic filed its reply on
 25 August 4, 2025 (Dkt. 284). The motion was scheduled to be heard on August 28. Dkt. 241 at 1.

26 30. Anthropic also sought immediate appellate review of the Court’s class certification
 27 decision, filing a Rule 23(f) petition with the Ninth Circuit on July 31, 2025. CA9, Dkt. 1.¹

28 ¹ Citations to “CA9” refer to the Ninth Circuit docket, No. 25-4843 (9th Cir.).

Anthropic argued that the Ninth Circuit should grant review because this Court erroneously (1) certified a Class given the presence of individualized issues regarding ownership, registration, validity, copying, and damages, *id.* at 2, 10–11; and (2) opined on the merits of Anthropic’s fair-use defense, *id.* at 3, 17–18; Anthropic also argued that it faced a “death knell” situation likely to force settlement regardless of the case’s merits. *Id.* at 1. Plaintiffs filed their opposition on August 14, arguing that Anthropic improperly sought to shoehorn its fair use arguments into review of the class certification order, that the class certification order carefully applied the Rule 23 requirements, and that Anthropic itself had conceded the abundant commonalities in the Class when moving for summary judgment motion prior to class certification. CA9, Dkt. 19. Anthropic moved for leave to file a reply brief on August 21. CA9, Dkt. 22. That motion remains pending but held in abeyance in the Ninth Circuit.

iv. *Motions to Stay*

31. In conjunction with its motion for interlocutory appeal of the Court’s summary judgment under Section 1292 and its petition for interlocutory appeal of the Court’s class certification decision under Rule 23(f), Anthropic sought a stay of proceedings in the District Court on July 24, 2025. Dkt. 272. Anthropic argued that trial would be inefficient and prejudicial while its Section 1292 motion and its Rule 23(f) petition were pending. *Id.* at 1. Plaintiffs opposed on July 28, and Anthropic replied on July 30. Dkts. 275, 278. On August 11, the Court denied Anthropic’s motion to stay, holding that although “this case bristles with important issues,” they “should be adjudicated only after a trial so that, on appeal, our court of appeals will have the benefit of a full record and findings.” Dkt. 296 at 2.

32. Shortly after this Court denied the motion to stay, Anthropic filed an emergency motion in the Ninth Circuit seeking a stay pending resolution of its Rule 23(f) petition. CA9, Dkt. 18. Plaintiffs filed their opposition on August 25, prior to the execution of the Term Sheet undergirding the Settlement Agreement. CA9, Dkt. 25. In sum, the Ninth Circuit proceedings in this case generated nearly 400 pages of briefing, including hundreds of pages of briefing from multiple different *amici*.

v. *Notice and Other Filings*

33. On August 15, 2025, Plaintiffs filed in the District Court a motion to approve class notice. Dkt. 317. Anthropic filed an opposition brief on August 18. Dkt. 329. Per the Court's order, Dkt. 332, Anthropic filed further objections on August 20. Dkt. 334. On August 25, Plaintiffs filed a reply in support of the motion for Class notice, shortly before the Parties reached a settlement agreement. Dkt. 350. Late in the night of August 25 (indeed, it was already the morning in the Eastern and Central Time Zones), the Parties executed a binding Term Sheet, intended to memorialize the Parties' agreement on material terms of a proposed class settlement.

34. On August 26, 2025, the Parties informed the Ninth Circuit (CA9, Dkt. 26) and the District Court (Dkt. 354) that they had entered into a binding Settlement Agreement to resolve this case. On August 26, the Court ordered that the Parties "shall file a motion for preliminary approval of class settlement by **NOON SEPTEMBER 5** for hearing **NOON SEPTEMBER 8, 2025**," and that the "case will be stayed in the event that both sides file the above motion by noon on September 5." Dkt. 355 at 1. On August 27, the Ninth Circuit ordered that Anthropic's motion to hold resolution of this [Rule 23(f)] petition and all pending motions in abeyance is granted." CA9, Dkt. 27.

D. THE CONTESTED, ARM'S LENGTH NEGOTIATION OF THE SETTLEMENT AGREEMENT

35. The Parties did not engage in any settlement discussions in this case until the Court expressly permitted them to do so. Dkt. 210.

i. *Mediation*

36. On May 23, 2025, the Court issued an order permitting the Parties to engage in settlement discussions prior to class certification. Dkt. 210. On May 28, the Parties first addressed the possibility of mediation via a call between Class Counsel and Anthropic. Over the following weeks, the Parties selected and began sessions with a neutral mediator. These sessions did not result in settlement. All material conversations during this timeframe happened either directly with a mediator or with a mediator facilitating conversations between the Parties.

37. The Parties then resumed mediation with a second mediator in August 2025. By this point, the Parties had the benefit of the Court's orders on class certification, on Anthropic's motion for summary judgment, and on Anthropic's motion to stay. The Parties were also engaged in briefing Anthropic's 23(f) petition in the Ninth Circuit, and remained in active discovery of key fact witnesses, including taking nine depositions between August 1 and August 25.

38. On August 14, 2025, the Parties completed mediation briefing on the then-current procedural history and factual status of the case, as well as the liability, damages, and risk exposures in the case, as supported by detailed legal and factual analysis. The Parties submitted briefs to the Hon. (Ret.) Layn R. Phillips, the third-party neutral mediation overseeing the mediation.

39. On August 19, 2025, the Parties participated in a full-day mediation session at the offices of Susman Godfrey in New York, New York. That session included the Class Counsel firms, the Publishers Coordination Counsel firms, in-house counsel for Anthropic, and outside counsel for Anthropic. While the Parties were unable to entirely resolve the case during the August 19 session, the Parties made meaningful progress during that session and therefore continued arms-length, good faith discussions under the auspices of the mediator.

40. Following the in-person mediation session, the Parties continued to vigorously negotiate a settlement over the course of the following week. This included several mediation sessions over the weekend of August 24–25, 2025. The Parties spent a significant amount of time negotiating the form and timing of any settlement. In particular, the Parties also had heavily disputed negotiations over the scope of any release. These discussions were highly contested, with each side vigorously advocating for its respective position.

ii. *Settlement*

41. On August 25, 2025, the Parties executed a binding Term Sheet memorializing the material terms of the Settlement Agreement. That Term Sheet, like the Settlement Agreement now, required:

- a. the creation of a non-reversionary Settlement Fund of at least \$1.5 billion for the benefit of the certified class, with Anthropic contributing an additional \$3,000.00 per work for any work that it adds to the Works List that meets the class criteria above 500,000 works;

- b. a release of past claims only, limited to those works on the Works List and limited to claims arising from the same factual predicate of this lawsuit—i.e., limited to Anthropic’s alleged past torrenting, scanning, retention, and use of the Works with no claims based on the output of AI models released; no release of any claims for future reproduction, distribution, and/or creation of derivative works of the works on the Works List; and a release acknowledging that the release does not constitute, in any respect, a license to torrent, scan, or train AI models on any copyrighted works, or to create infringing outputs from AI models;
- c. certified destruction all the original files of works downloaded from Library Genesis or Pirate Library Mirror and any copies that originate from the torrented copies, with an exception only for retention due to legal preservation or court-ordered obligations;
- d. a clear and streamlined claims process that will allow class members to receive pro rata cash payments; and
- e. limited releases only of claims arising from the identical factual predicate of this lawsuit.

42. The Parties negotiated and finalized a comprehensive Settlement Agreement and Release. The Settlement Agreement was executed on September 5, 2025, and is submitted herewith as **Exhibit A** for the Court’s preliminary approval. The Settlement Agreement is the product of vigorous litigation, informed analysis of the strengths and weaknesses of the case, and a hard-fought, arm’s-length negotiating process overseen by an experienced neutral. The settlement achieves an extraordinary monetary payment for the certified Class and significant non-monetary relief, while eliminating all risks inherent in further litigation.

E. THE EFFORTS TO ENSURE MAXIMUM CLASS MEMBER RECOVERY

i. *Notifying Class Members*

43. Immediately following the class certification order, Plaintiffs commenced work on the notice, the notice plan, and the Class List, alongside the fact and expert discovery that was ongoing in the case. These efforts included: (1) seeking relevant author contact information from all leading author organizations, literary agencies, and agent organizations; (2) seeking relevant publisher and author contact information from Amazon.com for self-published and non-self-published books available on that website; (3) working with publishers’ organizations to gather

1 publisher contact information, and with publishers to seek additional author information; and
2 (4) collecting contact information from potential Class members directly through a case website.

3 44. Plaintiffs submitted a proposed notice plan on August 15, 2025, following weeks of
4 engagement with and outreach to Class members, trade organizations, and others. Dkt. 317.

5 45. Class Counsel recommended that JND Legal Administration (“JND” or the “Notice
6 Administrator”) act as the class action notice administrator to implement the best notice practicable
7 under the circumstances.

8 46. To implement the terms of the Court’s class certification order, the Parties also
9 conferred to craft a notice package that (i) clearly describes the nature of the action, the definition
10 of the Class certified, the certified claims and corresponding issues and defenses, the litigation
11 posture, and the binding effect of a class judgment on members; (ii) states the right to opt out; and
12 (iii) explains the procedures and deadlines for doing so. The dissemination plan provides for direct
13 first-class mailed and email notice to every reasonably identifiable author, publisher, and registered
14 copyright owner, augmented by publication in leading industry periodicals, digital advertising, and
15 social-media outreach—collectively ensuring the “best notice that is practicable under the
16 circumstances.” Dkt. 244, at 29.

17 ii. *Developing the List of the Works-in-Suit*

18 47. Plaintiffs and their experts likewise have devoted significant time to gathering,
19 analyzing, and matching data from multiple sources to determine the list of works that satisfy the
20 criteria for inclusion in the Class. This includes but is not limited to the raw text of the files that
21 Anthropic downloaded, the accompanying metadata (created in turn by users of LibGen and
22 PiLiMi), data from the United States Copyright Office, and the International Standard Book
23 Number (“ISBN”) and book metadata from Bowker Books Data (“Bowker”), the key industry
24 source of such information.

25 48. At a high level, Plaintiffs took the approximately seven million files that Anthropic
26 acquired and put the files through two “matching” processes to assess (a) whether a given file
27 satisfied all the Class book criteria and (b) to improve, refine, or otherwise supplement existing
28 metadata associated with the book files in question.

1 49. Those two matching processes cued off (1) the ISBN extracted from the raw text of
2 the files in question, or, where the ISBN was not available, (2) the metadata created by users of
3 LibGen and PiLiMi.

4 50. In the case of the raw-text-ISBN pipeline, the ISBN was used to source metadata
5 from Bowker (or, in the rare case where Bowker lacked information, from an alternative source of
6 such information: “ISBNdb”). That metadata could then be used to identify matching registration
7 records at the United States Copyright Office. The information compiled from these two sources
8 was then put through a number of verifications in order to confirm that the underlying file
9 corresponded to the book identified, including by checking, e.g., how often the title appeared in the
10 raw text of the book, whether both the title and author appeared in the raw text of the book, the
11 presence of the publication date (and its proximity to a copyright symbol “©”), and whether the
12 publication date occurred within five-years of the registration date.

13 51. In the case of the LibGen and PiLiMi-metadata pipeline, the matching algorithm
14 first checked Bowker for matching title-author pairs and sourced candidate ISBNs from those
15 results. From there, the process essentially mirrors the raw-text ISBN pipeline described above.

16 52. The result of these two extensive processes was a large list of records reflecting
17 information derived from a variety of sources and verified against the raw text of the underlying
18 book. However, many of these records pointed to identical ISBN or United States Copyright Office
19 registrations. Deduplication reduced the number of matching records by approximately half.
20 Plaintiffs also subjected the list methodology to further robustness testing to determine the potential
21 for false negatives or positives by soliciting and incorporating feedback from samples manually
22 reviewed by certain publishers. Where the metadata or book identification process could be
23 improved, Plaintiffs incorporated this feedback into the algorithms and filters used to generate the
24 list of works.

25 53. Pursuant to the terms of the Parties’ Term Sheet, on September 1, 2025, Plaintiffs
26 provided Anthropic a list of the approximately 465,000 works that they presently believe satisfy
27 the criteria for inclusion on the Works List. Pursuant to the Parties’ negotiated agreements,
28 Anthropic will provide proposed revisions to the Works List by September 15, 2025. The Parties

1 have agreed to meet and confer in good faith to address any revisions from Plaintiffs or Anthropic
2 and submit a joint Works List on or before October 10, 2025.

3 iii. *Ensuring the Maximum Disbursement of the Settlement Award*

4 54. Plaintiffs have and will continue to undertake extensive efforts to ensure maximum
5 disbursement of the settlement award to all Class members, including after the Court enters
6 preliminary and final approval of the settlement award.

7 55. Plaintiffs anticipate that there may be multiple claimants for certain Class Works
8 (typically an author (who is often the beneficial owner) and a publisher (who is often the legal
9 owner)). To ensure the claims process proceeds effectively, Class Counsel has assembled an
10 Author-Publisher Working Group (“APWG”) to provide advice and proposals to Class Counsel for
11 how to efficiently address intra-work allocation that may arise during the claims administration
12 process, including the formulation of a claims form that provides any information necessary to
13 address intra-work allocation, adjustments to the proposed form of notice, and process and
14 procedures designed to minimize the administrative burden of claims administration.

15 56. The APWG will be led by two industry experts, Authors Guild (“AG”) CEO Mary
16 Rasenberger and Association of American Publishers (“AAP”) CEO Maria Pallante, and
17 supervised by the Hon. Layn R. Phillips (Ret.). The APWG will provide any recommendations to
18 Class Counsel by September 30, 2025—that is, ten days in advance of Plaintiffs’ proposed deadline
19 to submit for Court approval any revised form of notice, a proposed claim form, and any proposed
20 procedures for the claims process. Anthropic will have the right to comment on these proposals
21 and, to the extent there is disagreement, the Parties will submit any disputes to the Court over the
22 form of notice and claim procedures by October 10, 2025. Specifically, Class Counsel will ensure
23 that the APWG will advise Class Counsel on the claims process, the contents of a claims form, and
24 adjustments to the relevant sections of the form of Class notice for the purpose of fairly, equitably,
25 and efficiently addressing situations where there are multiple claimants submitting claims for a
26 particular work on the Works List.

F. CLASS COUNSEL UNEQUIVOCALLY SUPPORT THE SETTLEMENT

57. Class Counsel have decades of experience litigating class actions—including litigating copyright class actions on behalf of copyright holders who are suing other AI companies for similar conduct—and unreservedly support this extraordinary settlement. To our knowledge, this is the largest copyright settlement in American history.

58. Class Counsel submit this settlement is fair, reasonable, and adequate; that it was reached with the assistance of a neutral after good faith, arm’s length negotiations; and that its terms – monetary and prospective – will provide meaningful and timely benefits to Class members.

59. Class Counsel also submit that a uniform per-work payment per book is fair, reasonable, and adequate in light of the uniform way books were treated by Anthropic.

60. Class Counsel and their firms have represented Plaintiffs in matters where additional procedural safeguards were used to further ensure the transparency and fairness of a plan of allocation or distribution. *See, e.g., In Re: Oil Spill by the Oil Rig “Deepwater Horizon,”* MDL 2179, Dkt. 22252 (E.D. La.) (approving a significant settlement involving several different stakeholders affected by an oil spill with procedural safeguards including appointment of an allocation neutral); *In Re General Motors LLC Ignition Switch Litigation*, No. 14-cv-02458 (JMF), Dkt. 287 ¶12 (S.D.N.Y.) (describing plan for allocation process, including the appointment of counsel for settlement allocation purposes).

61. In light of that experience, Class Counsel believe that the process for allocation in this case will permit the finalization of a fair, reasonable, and adequate plan of allocation with respect to intra-work allocation when there are multiple legal or beneficial owners of one book.

G. CLASS COUNSEL HAVE SIGNIFICANT EXPERIENCE LITIGATING CLASS-ACTION AND OTHER COMPLEX CASES

62. Below, Class Counsel set forth their respective experience in the litigation of complex class actions and described the primary litigations teams who presently are working on this case and are expected to continue to work over the following years. We note that Susman Godfrey and Lieff Cabraser currently serve as class counsel in several other AI-related cases. Those cases include *Alter et al. v. OpenAI*, No. 1:23-cv-10211-SHS (S.D.N.Y.) (Dkt. 371), and *Authors*

1 *Guild et al. v. OpenAI*, No. 1:23-cv-08292-SHS (S.D.N.Y.) (Dkt. 429), in which Justin Nelson of
 2 Susman Godfrey was appointed lead counsel on May 30, 2025; *Nazemian et al v. Nvidia*, No. 4:24-
 3 cv-01454 (N.D. Cal.); and *In re Mosaic LLM Litigation*, No. 3:24-cv-01451 (N.D. Cal.). Lieff
 4 Cabraser also represents plaintiffs and a proposed class in the *Kadrey et al., v. Meta Platforms, Inc.*,
 5 No. 3:23-cv-03417, an action pending in the Northern District of California.

6 i. *Lieff Cabraser*

7 63. Rachel Geman testifies to the Lieff Cabraser sections.

8 64. Lieff Cabraser is a national law firm with offices in San Francisco, New York,
 9 Nashville, and Munich, Germany. Lieff Cabraser's practice focuses on complex and class action
 10 litigation involving personal injury and mass torts, securities and financial fraud, employment
 11 discrimination and unlawful employment practices, product defect, consumer protection, antitrust,
 12 environmental and toxic exposures, False Claims Act, digital privacy and data security, and human
 13 rights matters. Lieff Cabraser is one of the country's largest law firms devoted exclusively to
 14 representing plaintiffs.

15 65. Attached hereto as **Exhibit B** is a true and correct copy of Lieff Cabraser's current
 16 firm resume, showing some of the firm's experience in complex and class action litigation. Cases
 17 with billion-plus dollar recoveries are among those listed here: [https://www.lieffcabraser.com/case-](https://www.lieffcabraser.com/case-center/)
 18 [center/](https://www.lieffcabraser.com/case-center/)

19 66. Lieff Cabraser's recent experience includes appointments as class counsel and
 20 achieving a number of multi-billion recoveries in major, cutting-edge matters where the firm served
 21 as lead or co-lead counsel in this District. Lieff Cabraser litigates all cases fully and achieved these
 22 recoveries only after appointments as Rule 23(g) class counsel, and significant litigation, pre-trial
 23 preparation, and/or trial.

24 67. Lieff Cabraser served as co-lead counsel for plaintiffs in a nationwide multidistrict
 25 litigation regarding the Juul electronic cigarette. After concluding plaintiffs' case as co-lead trial
 26 counsel for the San Francisco Unified School District at trial in April and May 2023, Lieff Cabraser
 27 secured over \$2.5 billion in settlements for plaintiffs and class members. *In re Juul Labs Mktg.*
 28 *Sales Practices & Prods. Liab. Litig.*, No. 3:19-md-2913-WHO (N.D. Cal.).

68. As co-lead counsel representing the City of San Francisco, Lieff Cabraser prevailed over Walgreens in a landmark bench trial establishing the pharmacy’s substantial liability for the opioid epidemic in San Francisco. *City and County Of San Francisco et al. v. Purdue Pharma L.P. et al.*, No. 3:18-Cv-07591-CRB (N.D. Cal.). Subsequently, Walgreens and the two other major chain pharmacies agreed to settle the national opioids litigation for a combined total of nearly \$14 billion.

69. Lieff Cabraser also obtained multiple, nationwide class action settlements from many of the largest car manufacturers for their unlawful emissions, securing—in the words of District Judge Charles Breyer—“extraordinary results for Class Members and for the public as a whole.” *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 15-md-02672-CRB, 2017 WL 1047834, at *2 (N.D. Cal. March 17, 2017) (order granting Lieff Cabraser’s attorneys’ fees following Lieff Cabraser obtaining a \$14.7 billion settlement from Volkswagen).

70. Lieff Cabraser served as Co-Class Counsel in *In re High-Tech Employee Antitrust Litigation*, No. 11-cv-02509-LHK (N.D. Cal.), an antitrust case on behalf of a broad class of skilled technology workers, alleging that Google, Apple, Intel, Adobe, Pixar, Lucasfilm, and Intuit entered into no-poach agreements that restricted the recruiting and hiring of each other’s workers. The resulting \$435 million recovery is still the largest by a class of employees from private employers ever. The *Daily Journal* described the case as the “most significant antitrust employment case in recent history,” noting that it has since been “widely recognized as a legal and public policy breakthrough.”²

71. Lieff Cabraser served as Co-Class Counsel in *Gutierrez v. Wells Fargo Bank, N.A.*, No. C07-5923 WHA (N.D. Cal.), a class action before this Court alleging unfair practices and false representations by Wells Fargo in connection with its imposition of overdraft charges. In 2013, the Court reinstated a \$203 million class judgment that had been entered in 2010 following a bench trial, and in 2014 the reinstated judgment was affirmed by the Court of Appeals.

² See <https://www.dailyjournal.com/articles/293003> (last visited July 26, 2022).

72. Lieff Cabraser served as co-lead Interim counsel in *In re Google LLC Location History Litigation*, No. 5:18-cv-05062-EJD (N.D. Cal.), representing individuals who alleged that their locations were tracked, and that their location information was stored and used by Google for its own purposes after the consumers disabled a feature that was supposed to prevent Google from storing a record of their locations. In January 2021, the District Court largely upheld plaintiffs' claims on a motion to dismiss. In May 2024, the Court granted final approval to a \$62 million settlement.

73. The *National Law Journal* has recognized Lieff Cabraser as one of the nation's top plaintiffs' law firms for fourteen years, and Lieff Cabraser is a member of its "Plaintiffs' Hot List Hall of Fame," "representing the best qualities of the plaintiffs' bar and demonstrating unusual dedication and creativity." *The National Law Journal* separately recognized Lieff Cabraser as one of the "50 Leading Plaintiffs Firms in America." In 2025 to date, Lieff Cabraser has seen 13 lawyers named to *Lawdragon's* inaugural "500 Leading Global Antitrust & Competition Lawyers" list, seven lawyers named to *Lawdragon's* "500 Leading Lawyers in America" list, two partners recognized in the "Lawdragon 500 Hall of Fame," 24 Lieff Cabraser lawyers as "Leading Plaintiff Financial Lawyers," 22 firm lawyers as "Leading Litigators in America," 33 firm lawyers as "Leading Plaintiff Consumer Lawyers," 14 firm lawyers as "Global Plaintiff Lawyers," and 10 firm lawyers as "Leading Plaintiff Employment & Civil Rights Lawyers." Lieff Cabraser also had 3 lawyers named to *Lawdragon's* 2025 "Lawdragon 500X, The Next Generation" list. Our firm has been named a finalist for *Benchmark Litigation's* "Plaintiff Firm of the Year" and "Labor & Employment Firm of the Year" awards. In addition, *Law360* named Lieff Cabraser as one of its "Practice Groups of the Year" for 2024 for Class Action Law, Cybersecurity and Privacy Law, and Product Liability Law. *The National Law Journal* honored Lieff Cabraser with their 2024 "Elite Trial Lawyers" awards for Employee Rights and Anti-Discrimination. Lieff Cabraser's JUUL injuries case team shared the *Daily Journal's* 2024 "California Lawyer of the Year" award, saw two lawyers named as the *Daily Journal's* "Leading Commercial Litigators" for 2025, and *Law360* named Lieff Cabraser its 2024 "Product Liability Law Practice Group of the Year." I and my partners on this case are listed in some of these above.

1 74. I, Rachel Geman, am a partner in Lieff Cabraser’s New York office with a practice
2 dedicated to class actions and the False Claims Act. I chair the firm’s Whistleblower Practice
3 Group. I have served as co-lead or class counsel in a variety of consumer, privacy, employment,
4 and financial fraud class action matters.

5 75. Among my recent cases and/or cases in this District are (a) *In re Plaid Inc. Privacy*
6 *Litig.*, No. 4:20-cv-03056 (N.D. Cal.), where I served as court-appointed co-lead class counsel for
7 consumers in a fintech privacy lawsuit that settled for \$58 million and practice changes (2021); (b)
8 *Chen-Oster v. Goldman Sachs*, No. 10-6950 (S.D.N.Y.), where Lieff Cabraser served as co-lead
9 counsel and, in 2023, the team I was on obtained a \$215 million class settlement, along with
10 programmatic relief, for plaintiffs in a gender discrimination class action lawsuit against Goldman
11 Sachs. The settlement came after over a decade of litigation and shortly before trial. It was the
12 largest pre-trial gender bias settlement in U.S. history; (c) *Doe et al. v. MasterCorp, Inc.*, INDEX
13 No. 1:24-cv-678 (E.D. Va.), where I served as court-appointed co-lead counsel in a representing
14 200 Colombian workers in settling their forced labor claims (2024); (d) *In Re: Valsartan, Losartan,*
15 *and Irbesartan Products Liability Litig.*, No. 19-md-2875-RMB (D. N.J.), (e) *Guida v. Gaia, Inc.*,
16 No. 1:22-cv-02350-GPG (D. Colo.) and *Fiorentino v. FloSports, Inc.*, No. 1:22-cv-11502-AK (D.
17 Mass.), where I served as co-lead class counsel in Video Privacy Protection Act cases; (f) *Arevalo*
18 *v. Bank of Am. Corp.*, No. 10-cv-4959-TEH (N.D. Cal), where I served as co-lead class counsel.

19 76. In addition to cases where I have represented class representatives and certified
20 classes, I have represented the City of Philadelphia (affirmative civil rights litigation), multiple
21 FCA relators (whose efforts have secured nine figures of recoveries for the government), and
22 individual employees

23 77. I am an AV-Preeminent rated attorney and have been one of the *Lawdragon’s*
24 “Leading 500 Plaintiffs’ Lawyers” since 2018, in the categories of consumer (2022-2025), financial
25 (2021-2024), and employment/civil rights (2018-2024). I was selected for inclusion by peers in
26 “The Best Lawyers in America” in the field of “Employment Law – Individuals” for 2012-2025. I
27 am a frequent speaker and writer on topics of complex litigation, as detailed in my firm biography.
28 I was awarded the Distinguished Honor Award by the United States Department of State in 2001.

1 I have served as the Union and Employee-side Chair of the ABA's Workplace and Occupational
 2 Safety & Health Committee and its Equal Employment Opportunity committee. I served as the
 3 Amicus Committee Chair of the New York Chapter of the National Employment Lawyers
 4 Association. I am also a community dispute resolution pro bono mediator.

5 78. Below are the primary additional lawyers who have worked on this file in the time
 6 since Class Counsel's previously-submitted declaration.

7 79. Lieff Cabraser partner Daniel M. Hutchinson is the chair of the firm's employment
 8 practice group. Mr. Hutchinson has served as lead or co-lead counsel on cases that recovered over
 9 \$800 million for his clients in all variety of industries and across myriad discrimination, unpaid
 10 wages, ERISA, consumer protection, and financial fraud cases. Mr. Hutchinson has pursued dozens
 11 of consumer privacy class actions against major banks and financial services providers that place
 12 robocalls to consumers. His efforts helped result in some of the largest monetary settlements in the
 13 history of the Telephone Consumer Protection Act and ended harassing robocalls to millions of
 14 consumers. Mr. Hutchinson has been recognized as a nationwide leader in employment law. In
 15 2014, *Law360* acknowledged Mr. Hutchinson as one of six of the nation's top employment lawyers
 16 under 40. *The Daily Journal* named him as a "Top 40 Under 40" leading lawyer in California. *The*
 17 *Recorder* endorsed him as one of "50 Lawyers on the Fast Track." Mr. Hutchinson has spoken and
 18 presented papers at national employment and consumer law conferences, including events
 19 sponsored by the American Bar Association's Section of Labor and Employment Law, the Mason
 20 Judicial Education Program, the Practicing Law Institute, the Impact Fund, the UCLA School of
 21 Law, the National Employment Lawyers Association, and the Consumer Attorneys of California.
 22 Mr. Hutchinson has served as the Board Chair for the Lawyers Committee for Civil Rights.

23 80. Lieff Cabraser partner Jallé H. Dafa, based out of the San Francisco office, has
 24 extensive experience litigating complex class actions. Ms. Dafa represented professors against
 25 Duke University and the University of North Carolina for conspiring to suppress the mobility and
 26 pay of their faculty in *Binotti v. Duke University*, No. 1:20-cv-470 (M.D.N.C.) resulting in a
 27 settlement for a total of \$73.5 million and significant injunctive relief. Ms. Dafa also successfully
 28 challenged the Trump Administration's unlawful decision to withhold COVID-19 CARES Act

1 stimulus relief from incarcerated Americans and their families in *Scholl, et al v. Mnuchin, et al.*,
 2 No. 4:20-cv-5309-PJH (N.D. Cal.). The District Court granted summary judgment and entered a
 3 permanent injunction ordering the government to terminate its policy, resulting in \$1.5 billion in
 4 economic impact payments to plaintiffs. Ms. Dafa was involved in the firm's work against Google
 5 in *In re Google LLC Location History Litigation*, No. 5:18-cv-05062-EJD (N.D. Cal.), for its
 6 collection and tracking of location information despite the disabling of a setting to prevent such
 7 tracking, resulting in a settlement of \$62 million. Ms. Dafa also served as Class Counsel in a case
 8 against Oracle, one of the world's largest data brokers, for surveilling the daily activities of
 9 Americans and compiling their personal information into digital profiles—including detailed
 10 information regarding their everyday movements, finances, demographics, interests, and health
 11 concerns—and selling the personal profiles without consent to third parties for profit in *Michael*
 12 *Katz-Lacabe, et al. v. Oracle America Inc.*, No. 3:22-cv-04792 (N.D. Cal.). The District Court
 13 granted final approval of a settlement requiring Oracle to pay \$115 million and make changes to its
 14 business practices; the settlement is on appeal. Ms. Dafa is an active member of the Bay Area legal
 15 community, serving as a Board Member of the ACLU Foundation of Northern California (ACLU
 16 NorCal), and a member of the Executive Committee of the Litigation Section of The Bar
 17 Association of San Francisco. Ms. Dafa clerked on the United States Court of Appeals for the Ninth
 18 Circuit for the Honorable Mary M. Schroeder, and the Northern District of California for the
 19 Honorable Jacqueline S. Corley. Ms. Dafa earned an A.B. from Brown University, and a J.D. from
 20 Berkeley Law School.

21 81. Lieff Cabraser associate Jacob Miller is a graduate of Harvard Law School and
 22 Harvard College. Prior to joining Lieff Cabraser, Mr. Miller was a law clerk in the United States
 23 District Court for the Northern District of California and the Supreme Court of Hawaii. Mr. Miller
 24 also practiced as a litigation associate at Kaplan Hecker & Fink LLP.

25 82. Lieff Cabraser associate Amelia Haselkorn is a graduate of the University of
 26 California, Irvine, School of Law and Pitzer College. Ms. Haselkorn was a Judicial Extern to Justice
 27 Steven C. González, Chief Justice of the Washington Supreme Court.

83. Lieff Cabraser associate Danna Elmasry is a graduate of the University of Michigan Law School and the University of Chicago. Ms. Elmasry was a law clerk in the United States District Court for the Eastern District of New York.

84. Lieff Cabraser associate Betsy A. Sugar is a graduate of Vanderbilt University Law School. Her work focuses on representing authors against LLM developers in copyright infringement cases. Ms. Sugar graduated *magna cum laude* from Davidson College.

85. True copies of the Lieff Cabraser attorneys' profiles are attached as **Exhibit C**.

ii. *Susman Godfrey*

86. Justin A. Nelson testifies to the Susman Godfrey sections.

87. Susman Godfrey's experience in complex litigation, class action cases, and copyright matters will be a substantial benefit to the Classes and the Court. A copy of Susman Godfrey's firm profile is attached as **Exhibit D**.

88. Susman Godfrey has extensive experience in handling complex class actions and copyright disputes, including some of the largest and most complex cases in the nation, and has demonstrated that it has the ability and resources to handle such cases effectively and efficiently. Since the firm's founding in 1980, Susman Godfrey has served as lead counsel in hundreds of class actions and complex copyright disputes in courts throughout the country.

89. A sample of Susman Godfrey's complex class action experience includes:

- *Melissa Ferrick, et al. v. Spotify USA Inc., et al.*, No. 1:16-cv-08412-AJN (S.D.N.Y.) (appointed co-lead counsel for settlement purposes and secured a settlement valued at \$112 million on behalf of a class of composition owners for claims of nonpayment of royalties for music streaming);
- *Flo & Eddie, Inc. v. Sirius XM Radio, Inc.*, No. 2:13-cv-05693-PSG-GJS (C.D. Cal.) (appointed co-lead counsel and secured \$25.5 million and additional royalties);
- *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (\$1.2 billion in settlements, the largest indirect purchaser recovery in history);

- 1 • *Moehrl, et al., v. National Association of Realtors, et al.*, No. 19-cv-01610 (N.D.
2 III.); *Umpa v. National Association of Realtors, et al.*, No. 23-cv-000788-SRB
3 (W.D. Mo.) (\$418 million joint settlement on behalf of a nationwide class of
4 home sellers with The National Association of Realtors to resolve claims in four
5 antitrust class actions);
- 6 • *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices,*
7 *and Products Liability Litigation*, No. 8:10ML-02151-JVS(C.D. Cal.) (\$1.6
8 billion settlement in economic loss class action where Susman Godfrey
9 participated as co-lead counsel);
- 10 • *In re National Football League’s “Sunday Ticket” Antitrust Litigation*, No.
11 2:15-ml-02668-PSG-SK (C.D. Cal.) (appointed co-lead counsel and secured a
12 \$4.7 billion pretrebling jury victory finding the NFL conspired and violated
13 antitrust laws through its “Sunday Ticket” offering; the trial court vacated the
14 \$4.7B award on a post-trial motion, while leaving untouched the jury’s
15 determination that the NFL violated antitrust laws, and proceedings and appeals
16 in the matter are ongoing);
- 17 • *In re LIBOR-based Financial Instruments Antitrust Litigation*, No. 11-md-
18 02262 (S.D.N.Y.) (appointed co-lead class counsel and secured \$780 million in
19 settlements for plaintiffs who alleged several banks were involved in setting
20 LIBOR and manipulating it to their advantage);
- 21 • *In re AXA Equitable Life Insurance Company COI Litigation*, No. 1:16-cv-740
22 (S.D.N.Y.) (appointed lead counsel, advanced over \$4 million in expenses, and
23 secured \$307.5 million in nonreversionary cash settlement in insurance breach-
24 of-contract action);
- 25 • *37 Besen Parkway, LLC v. John Hancock Life Ins. Co. (U.S.A.)*, No. 15-cv-9924
26 (S.D.N.Y.) (appointed sole interim class counsel in insurance breach-of-contract
27 action and secured \$91.25 million all-cash settlement);
28

- *In Re: TikTok, Inc Consumer Privacy Litigation*, No. 1:20-cv-04699 (N.D. Ill.) (appointed to Steering Committee to represent plaintiffs in a Biometric Information Privacy Act class action MDL against TikTok and its parent company and obtained a \$92 million litigation-wide settlement);
- *White v. NCAA*, No. 07-mc-54 (W.D. Pa.) (appointed co-lead counsel for class of current and former football and basketball players at Division I schools, securing over \$200 million in settlements);

90. Susman Godfrey has successfully led several complex class actions in this District.

91. For example, as Court-appointed co-lead counsel in *In re Animation Workers Antitrust Litigation*, No. 14-cv-4062 (N.D.Cal.), Susman Godfrey secured more than \$168 million in settlements for a class of animation industry employees in this antitrust action against the largest animation companies, including Disney, Pixar, Lucas Films, DreamWorks, and Sony, based on restrictions on their ability to compete against one another for talent.

92. Likewise, in *In re Telescopes*, No. 5:20-cv-03639-EJD (N.D. Cal.), Susman Godfrey served as interim co-lead counsel (with Lieff Cabraser) representing a putative class of indirect purchasers of amateur telescopes impacted by a conspiracy to fix prices and allocate markets for telescopes sold to consumers in the United States. The parties reached a settlement for \$32 million and are seeking court approval.

93. And in *Rodriguez, et al. v. Google LLC, et al.*, No. 3:20-cv-04688 (N.D. Cal.), Susman Godfrey served as co-lead counsel to a class of millions of plaintiffs who alleged that Google continues to collect users' Internet and application activity even when users turn Google's "Web & App Activity" button off. In 2025, Judge Seeborg rejected Google's bid for summary judgment. The jury trial concluded on September 3, 2025, with an award of approximately \$425.7 million issued against Google.

94. Susman Godfrey—including the lawyers on this team—routinely take cases through verdict. This includes class cases too. As mentioned above, Susman Godfrey served as lead trial counsel in *In re National Football League's "Sunday Ticket" Antitrust Litigation*, which resulted in a \$4.7 billion pre-trebling jury verdict and is currently on appeal to the Ninth Circuit after the

1 District Court entered JMOL in defendants' favor. Similarly, Susman Godfrey won a jury trial for
 2 a class of California residential telephone customers who were overcharged millions by AT&T.
 3 The Tenth Circuit upheld the verdict. *See In re Universal Service Fund Telephone Billing Practices*
 4 *Litig.*, 619 F.3d 1188 (10th Cir. 2010).

5 95. Susman Godfrey's litigation savvy and class action proficiency are reflected in its
 6 recognition as the county's leading trial firm. The firm was named "Litigation Boutique of the
 7 Year" in 2023 by *The American Lawyer*, "Commercial Litigation Firm of the Year" in 2023 by
 8 *Benchmark Litigation*, and among five finalists for "Law Firm of the Year" and "Litigation
 9 Boutique of the Year" in 2024 by *Texas Lawyer* (with firms multiple its size). Susman Godfrey has
 10 also been consistently recognized across several practice areas in *National Law Journal's* "Elite
 11 Trial Lawyers," which profiles firms specifically for their plaintiff work. *Law360* has named
 12 Susman Godfrey "Class Action Practice Group of the Year" in three separate years, 2024, 2018,
 13 and 2017, cementing its place as a leader in the highly complex practice area, and previously gave
 14 it the distinction of "Most Feared Plaintiffs Firm" three years in a row. In 2024 the firm was also
 15 named among the few finalists for "Antitrust Firm of the Year," "Technology Firm of the Year"
 16 and "Plaintiffs Firm of the Year" by *National Law Journal* and "Law Firm of the Year" and
 17 "Litigation Department of the Year - General Commercial Litigation" by *Texas Lawyer*. Dozens of
 18 the firm's lawyers are recognized each year as "Super Lawyers" and "Rising Stars" in the states
 19 where they practice, and the firm leads *Lawdragon's* list of the country's top 500 lawyers year after
 20 year. The firm has also been named the country's leading litigation boutique by *Vault* every year
 21 since 2011. Susman Godfrey has over 160 partners and associates nationwide across its four offices,
 22 over 95% of whom served in federal judicial clerkships, the vast majority on federal appellate
 23 courts, ten of whom clerked on the United States Supreme Court.

24 96. I, Justin A. Nelson, am a partner in Susman Godfrey's Houston office and have
 25 practiced law for more than twenty years, litigating complex cases in state and federal courts
 26 throughout the United States. I have served as an adjunct professor at the University of Texas
 27 School of Law. I am a former law clerk to the Honorable Sandra Day O'Connor of the United States
 28

1 Supreme Court and to the Honorable J. Harvie Wilkinson III of the United States Court of Appeals
2 for the Fourth Circuit.

3 97. In 2023, I represented Dominion Voting Systems against Fox News in helping
4 secure the landmark \$787.5 million settlement arising from the latter's defamatory news coverage
5 claiming that Dominion's voting machines were responsible for massive voter fraud during the
6 2020 U.S. presidential election. The settlement is believed to be the largest defamation settlement
7 in history. The Court in *Dominion v. Fox* publicly noted that "this is the best lawyering I've had,
8 ever."

9 98. I routinely represent clients in high-stakes and complex litigation, including helping
10 secure a nine-figure settlement against a large rental car company for a group of people who alleged
11 they had been falsely arrested—a set of cases that spanned multiple courts and jurisdictions,
12 including bankruptcy court. I am also a leader in AI litigation, serving as an American Law Institute
13 panel member on Civil Liability for Artificial Intelligence. In 2024, I was nominated for "Litigator
14 of the Year" by the *American Lawyer*. Among other awards, I have been named as one of the "500
15 Leading Lawyers", "500 Leading Plaintiff Financial Lawyer" and "500 Leading Litigator" in
16 America by *Lawdragon*; one of the few litigators on *The Hollywood Reporter's* list of
17 "Hollywood's Top 100 Attorneys," and also been repeatedly recognized as *American Lawyer's*
18 "Litigator of the Week" and a *Benchmark Litigation*, "Litigation Star." I was recently named one
19 of *Forbes'* "America's Top 250 Lawyers." On May 30, 2025, the *OpenAI* MDL court in the
20 Southern District of New York appointed me as interim lead class counsel in a case with similar
21 allegations as this case. See No. 1:25-md-03143-SHS-OTW *In Re: OpenAI, Inc. Copyright*
22 *Infringement Litigation*, Dkt. 83.

23 99. Susman Godfrey partner Rohit D. Nath has extensive experience litigating class
24 actions, including those involving allegations of breach of contract and royalty disputes. He served
25 as co-lead counsel, alongside a team of Susman Godfrey lawyers, in the *AXA COI* (\$307.5 million
26 settlement) and *37 Besen* (\$91.25 million settlement) matters discussed above. He has been
27 recognized as one of the best young lawyers in America by *Lawdragon* and *Bloomberg Law*. He
28 was also named one of the "California Lawyer Attorneys of the Year" by *Daily Journal* for his

1 successful defense of COVID-19 eviction-protection measures against constitutional challenges.
 2 Mr. Nath joined Susman Godfrey after clerking for Judge Alex Kozinski on the United States Court
 3 of Appeals for the Ninth Circuit and serving as editor-in-chief of the *University of Chicago Law*
 4 *Review*.

5 100. Susman Godfrey partner Alejandra C. Salinas is an experienced trial lawyer who
 6 has litigated complex cases in state and federal courts throughout the United States. She has
 7 amassed an impressive collection of litigation victories and favorable settlements for clients who
 8 vary from Fortune 500 industry leaders to a class of indigent detainees, including a recent \$37.5
 9 million jury verdict. She successfully represented indirect purchasers in a class action settlement
 10 against telescope manufacturers and distributors. She has been recognized as one of the best young
 11 lawyers in America by *Lawdragon*, a “Texas Rising Star” by *Thomas Reuters Super Lawyer*, and
 12 a “Top Women in Law in Houston” by the National Diversity Council.

13 101. Susman Godfrey partner Jordan Connors has served clients in high-stakes matters
 14 in both state and federal court. Connors served as counsel to the largest political subdivisions in
 15 the largest state in the nation—including the University of California system, the California State
 16 University System, and the County of Los Angeles—in a landmark suit against the “Big 4” wireless
 17 carriers, Verizon, AT&T, Sprint, and T-Mobile for fraudulently over-billing the government.
 18 Connors’ clients secured record settlements valued at \$175 million. And in the nationally followed
 19 environmental matter, *In re Flint Water Crisis Litigation*, Connors represents a class of tens of
 20 thousands of Flint residents impacted by the Flint water crisis, for whom he secured a \$641 million
 21 settlement with multiple government defendants. Connors has been recognized by *Law & Politics*
 22 *Magazine* as a “Rising Star” every year since 2013, an honor bestowed on 2.5 percent of attorneys
 23 in the state of Washington for “demonstrated excellence in the practice of law.”

24 102. Susman Godfrey partner Michael Adamson represents plaintiffs and defendants in
 25 arbitrations and federal and state courts across the country. He has been recognized by *Daily*
 26 *Journal* as a “Top 40 Lawyer Under 40” (2022), by *Law.com* as a “Lawyer on the Fast
 27 Track” (2025), and by *National Law Journal* as a “Plaintiff’s Attorney Trailblazer” (2023). In
 28 2023, he secured more than \$330 million in a confidential arbitration pertaining to the renewable

1 energy industry. He also represents a putative class of disabled students and their families alleging
2 systemic constitutional violations, as well as violations of the Individuals with Disabilities
3 Education Act, seeking injunctive relief in the form of widespread reform to the educational system
4 afforded to disabled students in Virginia. Mr. Adamson joined Susman Godfrey after clerking for
5 Judge Gerald Tjoflat on the U.S. Court of Appeals for the Eleventh Circuit.

6 103. Susman Godfrey associate J. Craig Smyser has represented plaintiffs and defendants
7 in all types of high stakes commercial litigation. Mr. Smyser joined Susman Godfrey after clerking
8 for the Honorable Debra Ann Livingston of the United States Court of Appeals for the Second
9 Circuit and for the Honorable Christopher R. Cooper of the United States District Court for the
10 District of Columbia.

11 104. Susman Godfrey associate Samir Doshi has litigated complex cases throughout the
12 United States. He is a former law clerk to Chief Justice John G. Roberts, Jr., of the United States
13 Supreme Court; the Honorable Raymond J. Lohier, Jr., of the United States Court of Appeals for
14 the Second Circuit; and Judge Randolph D. Moss of the United States District Court for the District
15 of Columbia. He also served as a Bristow Fellow in the Office of the Solicitor General in the United
16 States Department of Justice. He represents the class plaintiffs in *In re National Football League's*
17 *"Sunday Ticket" Antitrust Litigation*, No. 2:15-ml-02668-PSG-SK (C.D. Cal.), which resulted in a
18 \$4.7 billion pre-trebling jury damages award, now on appeal to the Ninth Circuit after the District
19 Court's grant of JMOL in defendants' favor. In 2024, Mr. Doshi represented Dutch
20 telecommunications company Koninklijke KPN N.V., which received a \$341 million jury damages
21 award in a breach of contract dispute against Samsung Electronics Co. In 2024–2025, Mr. Doshi
22 represented Everly Health in an arbitration for breach of contract and violations of the Lanham Act,
23 which resulted in an arbitral award to Everly for \$987 million, later confirmed by the United States
24 District Court for the District of Delaware at over \$1.03 billion. Mr. Doshi has been named a
25 "Rising Star of the Plaintiffs' Bar" by the *National Law Journal* and features in the 2026 edition of
26 "Best Lawyers: Ones to Watch in America" in the commercial litigation category.

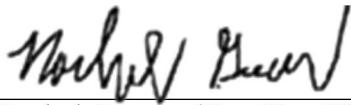
27 105. True copies of the Susman Godfrey attorneys' profiles are attached as **Exhibit E**.

28 ***

106. I, Justin A. Nelson, declare under penalty of perjury under the laws of the United States and the State of Texas that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in Austin, Texas on September 5, 2025.

107. I, Rachel Geman, declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in New York, New York on September 5, 2025.

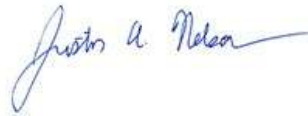
Respectfully submitted,



Rachel Geman (*Pro Hac Vice*)

**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**

Co-Lead Class Counsel.



Justin A. Nelson (*Pro Hac Vice*)

SUSMAN GODFREY L.L.P.

Co-Lead Class Counsel

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ANDREA BARTZ, ANDREA BARTZ, INC.,
CHARLES GRAEBER, KIRK WALLACE
JOHNSON, AND MJ + KJ, INC.,
individually and on behalf of others similarly
situated,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendants.

Case No. 3:24-cv-05417-WHA

Hon. William Alsup

**CLASS ACTION SETTLEMENT
AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, Inc., (“Plaintiffs”), for themselves individually and on behalf of the Class, and Anthropic PBC (“Defendant”). (Plaintiffs and Defendant are referred to individually as “Party” and collectively referred to as the “Parties.”) This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Bartz et al. v. Anthropic PBC*, No. 3:24-cv-05417-WHA (N.D. Cal.).

1.2 “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Class Action Settlement Agreement.

1 1.3 “**Approved Claim**” means a Claim Form submitted by a Class Member that is
2 (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this
3 Agreement, (b) fully completed and physically or electronically signed by the Class Member, and
4 (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

5 1.4 “**Authors Coordination Counsel**” means the law firm of Cowan DeBaets Abrahams
6 & Sheppard LLP and Fairmark Partners LLP.

7 1.5 “**Claim Form**” means the document substantially in the form as approved by the
8 Court. To be eligible for a Settlement Payment, Class Members must submit a Claim Form which
9 will be available electronically and in paper format. The Claim Form will require a claiming Class
10 Member to provide the following information for each work: (i) full name or business name, (ii)
11 current mailing address, (iii) the title(s) of copyrighted book(s), (iv) an International Standard Book
12 Numbers (ISBN) or Amazon Standard Identification Numbers (ASIN) for the book(s) listed, and
13 (v) the United States Copyright Office Registration number for the works. Subject to the provisions
14 governing the Working Group (described below in Section 6.1(c), below), the Claim Form will be
15 presented to the Court for approval on or before September 30, 2025. The Settlement Administrator
16 may require additional information that is reasonably necessary to process claims and deter
17 fraudulent submissions. A Class Member who purports to be the legal or beneficial owner of
18 multiple works will be able to submit a single Claim Form listing all eligible works. The electronic
19 Claim Form will provide Class Members with the option of having any cash portion of their
20 Settlement Payment(s) transmitted to them electronically, through Automated Clearing House
21 (“ACH”) direct deposit, Zelle, or via check.

22 1.6 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked
23 or submitted electronically to be considered timely. The deadline shall be set as a date no later than
24 one hundred twenty (120) days following the Notice Date, subject to Court approval. The Claims
25

1 Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in
2 the Notice and the Claim Form.

3 1.7 “**Class**” means the “LibGen & PiLiMi Pirated Books Class” certified by the Court of
4 legal and beneficial owners of works included on the “Works List”: All beneficial or legal
5 copyright owners of the exclusive right to reproduce copies of any book in the versions of LibGen
6 or PiLiMi downloaded by Anthropic as contained on the Works List. “Book” refers to any work
7 possessing an ISBN or ASIN which was registered with the United States Copyright Office within
8 five years of the work’s first publication and which was registered with the United States Copyright
9 Office before being downloaded by Anthropic (the Download Date as defined in Section 1.14), or
10 within three months of publication. Excluded are the directors, officers and employees of
11 Anthropic, personnel of federal agencies, and district court personnel. For avoidance of doubt, only
12 legal and beneficial owners of works included on the Works List are in the Class.

13 1.8 “**Class Counsel**” means the law firms Susman Godfrey LLP and Lieff Cabraser
14 Heimann & Bernstein, LLP who have been appointed as Co-Lead Class Counsel by the Court.

15 1.9 “**Class Member**” means a person who falls within the definition of the Class and
16 who (a) does not submit a valid request for exclusion from the Class or (b) has submitted a valid
17 request to be re-included in the Settlement.

18 1.10 “**Class Representatives**” means named plaintiffs Andrea Bartz, Inc., Charles
19 Graeber, and MJ + KJ, Inc. who have been appointed as Class representatives by the Court.

20 1.11 “**Court**” means the United States District Court for the Northern District of
21 California, San Francisco Division, the Honorable William Alsup presiding, or any judge who shall
22 succeed him as the Judge assigned to the Action.

23 1.12 “**Defendant**” or “**Anthropic**” means Anthropic PBC, a Delaware corporation.
24
25

1.13 “**Defendant’s Counsel**” or “**Anthropic’s Counsel**” means the law firms Arnold & Porter Kaye Scholer LLP, Cooley LLP, Latham & Watkins LLP, Morrison & Foerster LLP, and all other counsel who have entered an appearance for Anthropic in this Action.

1.14 “**Download Date**” means August 10, 2022 for purposes of this Agreement.

1.15 “**Effective Date**” means one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (b) if there is an appeal or appeals (other than ones solely with respect to the Fee Award and/or service awards), the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.16 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and shall be responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements with respect to the QSF. All taxes on income or interest generated by the Settlement Fund shall be paid out of the Settlement Fund. All such funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no

1 other: (a) demand deposit accounts; (b) time deposit accounts and certificates of deposit; (c) United
2 States Treasury bills; or (d) other instruments backed by the full faith and credit of the United States
3 Government. The costs of establishing and maintaining the Escrow Account shall be paid from the
4 Settlement Fund.

5 1.17 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs and
6 expenses to Class Counsel approved by the Court to be paid out of the Settlement Fund.

7 1.18 “**Final Approval**” means the Court’s order finally approving the Settlement
8 Agreement and approving the form and manner of the Notice.

9 1.19 “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs
10 will request that the Final Judgment be entered by the Court finally approving the Settlement as fair,
11 reasonable, and adequate, and determining the Fee Award and any service award to the Class
12 Representatives.

13 1.20 “**Final Judgment**” means the final judgment to be entered by the Court confirming
14 approval of the Class for purposes of Settlement, approving the settlement of the Action in
15 accordance with this Settlement Agreement after the Final Approval Hearing, and dismissing the
16 Action with prejudice.

17 1.21 “**Liquidity Event**” means the consummation of (a) Liquidation Transaction (as
18 defined in Anthropic’s certificate of incorporation as amended from time to time) or (b) an initial
19 public offering of Anthropic common stock pursuant to a registration statement under the Securities
20 Act of 1933, as amended, that results in gross proceeds to Anthropic of at least ten billion dollars
21 (\$10,000,000,000).

22 1.22 “**Notice**” means the notice of this proposed Settlement and Final Approval Hearing,
23 which, subject to Court approval, is to be disseminated to the Class substantially in the manner set
24 forth in this Settlement Agreement and in the Motion for Preliminary Approval and any subsequent
25

1 modifications that may occur after the process described in Section 6.1(c) and which fulfills the
2 requirements of Due Process and Federal Rule of Civil Procedure 23, and for which the exhibits
3 attached to the Motion for Preliminary Approval will serve as models, subject to modification by
4 the Working Group process as outlined in Section 6.1(c) and subject to Court approval.

5 1.23 “**Notice Date**” means the date by which the Notice is disseminated to the Class,
6 which shall be a date no later than sixty (60) days after entry of Preliminary Approval or such other
7 date as approved by the Court.

8 1.24 “**Objection/Exclusion Deadline**” means the date by which a written objection to the
9 Settlement Agreement must be filed with the Court or a request for exclusion submitted by a person
10 otherwise within the Class must be postmarked or received by the Settlement Administrator, which
11 shall be designated as a date sixty (60) days after the Notice Date, or other date ordered by the Court.
12 The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.
13 Prior to the Objection/Exclusion Deadline, Class Counsel will file their Motion for Fees, Costs, and
14 Service Awards and post these documents on the Settlement website.

15 1.25 “**Preliminary Approval**” means the Court’s Order preliminarily approving the
16 Settlement Agreement and approving the form and manner of the Notice.

17 1.26 “**Publishers’ Coordination Counsel**” means the law firms Edelson PC and
18 Oppenheim + Zembrak, LLP.

19 1.27 “**Qualified Financing**” means the issuance and sale by Anthropic of preferred stock
20 for bona fide capital raising purposes in a single transaction or series of related transactions yielding
21 gross proceeds to Anthropic of at least five billion dollars (\$5,000,000,000.00). For the avoidance
22 of doubt, Anthropic’s Series F financing shall not constitute a Qualified Financing for purposes of
23 this Agreement.
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1 1.28 “**Re-Inclusion Deadline**” means the date by which a written request by a person or
2 entity that has previously submitted a request for exclusion must submit a new request to be re-
3 included in the Settlement, which shall be designated as thirty (30) days after the
4 Objection/Exclusion Deadline, or other date ordered by the Court.

5 1.29 “**Released Claims**” means any and all claims or causes of action for any relief of
6 any kind including, but not limited to, actual damages, statutory damages, liquidated damages,
7 penalties, injunctive relief, declaratory relief, attorneys’ fees and costs, expenses and interest,
8 liabilities, demands, or lawsuits against the Released Parties arising from Defendant’s alleged past
9 torrenting (including uploading and seeding), scanning, retention, and use of works, including
10 training, research, development, and production of AI models and associated products and services
11 of works on the “Works List” as of the date of preliminary approval of the Settlement. For purposes
12 of clarity, no claims based on the output of AI models are released. For the avoidance of doubt,
13 Released Claims extend only to past claims on the Works List. There will be no release of any
14 claims for future reproduction, distribution and/or creation of derivative works of the works on the
15 Works List. The release does not constitute, in any respect, a license to torrent, scan, or train AI
16 models on any copyrighted works, or to create infringing outputs from AI models. Released
17 Claims do not extend to any activity or conduct that occurs or occurred after August 25, 2025.

18 1.30 “**Released Parties**” means Anthropic PBC and its subsidiaries, and each of their
19 principals, employees, and representatives. Nothing in this Settlement Agreement releases or has
20 released any party for infringement directly committed by any party other than the Released Parties.

21 1.31 “**Releasing Parties**” means Plaintiffs, the Class Members, and their respective
22 present or past heirs, executors, estates, administrators, assigns, and agents.

23 1.32 “**Settlement Administration Expenses**” means the expenses reasonably incurred by
24 the Settlement Administrator in or relating to administering the Settlement including without
25

1 limitation expenses incurred in connection with providing Notice, creating and maintaining the
2 Settlement Website, mailing checks or electronic processing of Settlement Payments, paying the
3 fees of the escrow agent, paying the fees of any Special Masters incurred in connection with the
4 resolution of any disputes over copyright ownership as provided for in Section 5.1(h) hereto, and
5 tax obligations, with all such expenses to be paid from the Settlement Fund.

6 1.33 “**Settlement Administrator**” means JND Legal Administration, subject to approval
7 of the Court, which will provide the Notice as set forth herein, create and maintain the Settlement
8 Website, send Settlement Payments to Class Members, be responsible for any tax reporting, and
9 perform such other settlement administration matters set forth herein, contemplated by the
10 Settlement, and/or ordered by the Court.

11 1.34 “**Settlement Fund**” means the non-reversionary settlement fund that shall be
12 established by the Defendant, subject to potential adjustments in Section 2.1, of one billion five
13 hundred million U.S. Dollars (\$1,500,000,000.00), plus all interest earned thereon, plus additional
14 payments by Anthropic of \$3,000/book (to be placed in the Escrow Account) for each Class work
15 above 500,000 added to the Works List by Anthropic. The Settlement Fund shall be used to pay (1)
16 all Settlement Payments to Class Members with Approved Claims, (2) Settlement Administration
17 Expenses, (3) any service award to each Class Representative approved by the Court, (4) any Fee
18 Award to be decided by the Court, (5) for the services of a Special Master as contemplated in Section
19 5.1(h), and (6) for the services of industry expert members of the working group, including the Hon.
20 Layn Phillips, to the extent any are required. There will be no reversion of the Settlement Fund to
21 Anthropic, any insurer, or Released Party. Any unclaimed funds will be distributed to Class
22 Members on a pro rata basis consistent with prior distributions, except if the costs of distributing
23 any additional payments exceed the amount to be distributed. If an additional distribution or
24 distributions are not feasible, such funds shall be distributed to a *cy pres* recipient suggested by
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1 Plaintiffs and agreed upon by Anthropic (whose consent shall not be unreasonably withheld) and
 2 approved by the Court on application from Class Counsel. To the fullest extent possible, the intent
 3 is to eliminate any *cy pres* award so that the entire amount is distributed to Class Members. If the
 4 costs of mail notice make a final distribution prohibitive, the Settlement Administrator may make
 5 the payments to those able to receive electronic transfers so that class members are able to receive
 6 any remainder.

7 1.35 “**Settlement Payment**” means payment from the Settlement Fund to each Class
 8 Member who timely submits a valid Claim Form. Such payments will be distributed on an equal-
 9 per-work basis, after deduction of any fees, expenses, or service awards approved by the Court.

10 1.36 “**Settlement Website**” means the website at
 11 www.AnthropicCopyrightSettlement.com to be created, launched, and maintained by the
 12 Settlement Administrator, and which allows for the electronic submission of Cash Claim Forms and
 13 provides access to relevant settlement administration documents, including the Notice, relevant case
 14 documents, and other relevant material.

15 1.37 “**Works List**” means the list of Books (as defined in Section 1.7) and includes for
 16 each work: the title, author(s), publisher, an ISBN and/or ASIN, and United States copyright
 17 registration number.

18 2. SETTLEMENT RELIEF

19 2.1 Settlement Payments to Class Members.

20 a. **Settlement Fund to Be Paid in Installments.** Subject to Section 2.2(b) below,
 21 Defendant shall fund the Settlement Fund in four (4) installments as follows:

22 i. within five (5) business days of Preliminary Approval, Defendant shall pay
 23 three hundred million dollars (\$300,000,000.00);

24 ii. within five (5) business days of entry of Final Approval, Defendant shall pay
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1 an additional three hundred million dollars (\$300,000,000.00);

2 iii. Defendant shall pay an additional four hundred fifty million dollars
3 (\$450,000,000.00) (“Scheduled Payment 1”) no later than twelve months
4 after the entry of Preliminary Approval (the “Scheduled Payment 1 Date”),
5 provided that, in the event a Qualified Financing or Liquidity Event occurs
6 prior to the Scheduled Payment 1 Date, the Scheduled Payment 1 shall be
7 payable within thirty (30) days of the later of (i) the final closing of such
8 Qualified Financing or Liquidity Event-and (ii) the date of Final Approval;
9 and

10 iv. Defendant shall pay an additional four hundred fifty million dollars
11 (\$450,000,000.00) (“Scheduled Payment 2”) no later than twenty-four (24)
12 months after the entry of Preliminary Approval (the “Schedule Payment 2
13 Date”), provided that, in the event a Qualified Financing or Liquidity Event
14 occurs subsequent to the payment of Scheduled Payment 1 and prior to the
15 Scheduled Payment 2 Date, Scheduled Payment 2 shall be payable within
16 thirty (30) days of the final closing of such Qualified Financing or Liquidity
17 Event.

18 v. Each of Scheduled Payment 1 and Scheduled Payment 2 shall accrue interest
19 at the three-month Treasury bill rate, compounded monthly, starting from the
20 date of Preliminary Approval through the date that the payment is made to
21 the Settlement Fund. The applicable three-month Treasury bill rate for a
22 month shall be based on the three-month Treasury bill rate (Daily Treasury
23 Par Yield Curve Rate) on the last business day of the prior month (or, for the
24 first month, such rate on the last business day prior to the Preliminary
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1 Approval date).

2 vi. Other than the Settlement Fund and the payments listed above, Anthropic will
3 have no financial obligation to Class Members, Class Counsel, any other
4 attorney representing any Class Member or the Settlement Administrator
5 with respect to the Released Claims. The Settlement Fund represents the total
6 extent of Anthropic's monetary obligation under this Agreement.

7 vii. Anthropic shall make the payments to the Settlement Fund set forth in Section
8 2.1(a)(i)-(iv) on the schedule set forth above, regardless of the pendency of
9 any appeal from the Final Approval order.

10 b. **Adjustments of the Settlement Fund.** If, as a result of additions to the Works List
11 by Anthropic, the total number of unique works exceeds five hundred thousand (500,000),
12 Defendant shall increase the total amount of the Settlement Fund by three thousand dollars (\$3,000)
13 for each additional work, with any additional payments to be made proportionally on the same
14 schedule identified in Section 2.1(a) above.

15 c. **Method of Allocation.** To receive a Settlement Payment each Class Member entitled
16 to such a payment must file a Claim Form by the Claims Deadline. Each Class Member with an
17 Approved Claim shall be entitled to a Settlement Payment allocated in accordance with the
18 forthcoming Plan of Allocation.

19 d. **Disbursement of Cash Payments from Settlement Fund.** Within twenty-eight (28)
20 days of the Effective Date, or such other subsequent date or dates as the Court may set or Class
21 Counsel shall determine, the Settlement Administrator shall send Settlement Payments from the
22 Settlement Fund to Class Members.

23 e. **Method of Settlement Payments to Class Members.** Class Members will have the
24 option of having their Settlement Payment transmitted to them through, Zelle, ACH direct deposit,
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1 or check via mail. Class Members who do not choose a payment method on the Claim Form will be
2 sent a check via First Class mail as updated through the National Change of Address database if
3 necessary, by the Settlement Administrator.

4 f. **Delinquent or Missed Installment Payments:** If Defendant fails to timely make
5 any installment or scheduled payment to the Settlement Fund, Defendant shall have thirty (30) days
6 from the date that the installment payment was due to make the delinquent payment (the “Grace
7 Period”). Defendant agrees that if any Grace Period expires without Defendant having paid the
8 amount due, Defendant shall pay the amount due and payable with interest earned daily thereon at
9 the three-month Treasury bill rate (as of the due date of the delinquent installment payment) plus an
10 additional nine percent (9%) per annum, compounded weekly. If Defendant fails to pay any amount
11 due and payable, plus interest earned thereon, within ninety (90) days of any due date, all of
12 Defendant’s payment obligations under this Settlement Agreement, to the extent not yet paid by
13 Defendant, shall be due and payable to the Settlement Fund immediately.

14 g. **Unclaimed Settlement Payments.** Each cash payment issued to a Class Member
15 by check will state on the face of the check that it will become null and void unless cashed within
16 ninety (90) calendar days after the date of issuance. In the event that an electronic deposit to a Class
17 Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class
18 Member within thirty (30) calendar days to correct the problem. To the extent that a check issued to
19 a Class Member is not cashed within ninety (90) days after the date of issuance or an electronic
20 deposit is unable to be processed within ninety (90) days of the first attempt, such funds will remain
21 in the Settlement Fund to be re-distributed to Class Members who cashed their checks or
22 successfully received their electronic payments. Any such distribution shall be apportioned on a pro
23 rata basis consistent with prior distributions to participating Class Members in an additional
24 distribution, if practicable. If an additional distribution or distributions is not feasible, such funds
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1 shall be distributed to a *cy pres* recipient suggested by Plaintiffs and agreed upon by Anthropic
2 (whose consent shall not be unreasonably withheld) and approved by the Court on application from
3 Class Counsel. To the fullest extent possible, the intent is to eliminate any *cy pres* award so that the
4 entire amount is distributed to class members. If the costs of mail notice make a final distribution
5 prohibitive, the Settlement Administrator may make the payments to those able to receive electronic
6 transfers so that Class Members are able to receive any remainder. No amount paid into the
7 Settlement shall revert to Defendant or any other Released Party unless the Settlement is terminated
8 in accordance with sections 7.1 or 7.2. All costs associated with the disposition of residual funds—
9 whether through additional distributions to Class Members or to a *cy pres* recipient—shall be borne
10 solely by the Settlement Fund.

11 h. **Post Distribution Accounting.** Within twenty one (21) calendar days after the
12 distributions referenced in this Section 2.1, the Parties will file with the Court a Post-Distribution
13 Accounting as contemplated in the Northern District of California Procedural Guidance for Class
14 Action Settlements.

15 2.2 **Dataset Destruction Obligations.** Anthropic will destroy all the original files of
16 works torrented/downloaded from Library Genesis or Pirate Library Mirror, and any copies that
17 originate from the torrented copies. For the avoidance of doubt, Anthropic will not delete any
18 scanned copies of the works, or any copies that originate from the scanned copies. Anthropic will
19 perform this destruction within thirty (30) days of final judgment and serve written certification of
20 this deletion to Class Counsel. Notwithstanding the foregoing destruction obligation, nothing in this
21 Section shall require action inconsistent with Anthropic's existing legal preservation obligation or
22 obligation pursuant to court order under either U.S. or international law.

23 3. RELEASE

24 3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement
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1 relief described herein, the Releasing Parties, and each of them, shall be deemed to have released,
2 and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished
3 and discharged all Released Claims against each and every one of the Released Parties, except as
4 otherwise provided herein. Anthropic represents that neither the LibGen or PiLiMi datasets, nor any
5 portions of those datasets, were in the training corpus of any of its commercially released large
6 language models.

7 **3.2. Waiver of Section 1542.** The foregoing Release is expressly intended to cover and
8 include all claims, whether known or unknown, suspected or unsuspected, that can or may ever be
9 asserted, or could have been asserted, with respect to the Released Claims. Although the Release is
10 not intended to be a general release, to the extent it could be construed as narrowing the scope of
11 the Release, Releasing Parties expressly waive any rights or benefits available to them under the
12 provisions of Section 1542 of the California Civil Code or any similar law or principle under the
13 laws of any other jurisdiction. Section 1542 provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
15 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
16 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
17 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
18 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
19 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
20 OR RELEASED PARTY.

21 **4. NOTICE TO THE CLASS**

22 **4.1 Works List.** Class Counsel shared a draft Works List with Anthropic on September
23 1, 2025 with Anthropic. Anthropic will, by September 15, 2025, share any proposed revisions to the
24 draft Works List. For the following two weeks, until September 30, 2025, the Parties will meet and
25 confer in good faith to address any revisions (including additional revisions from Class Counsel and
Anthropic) to the Works List. The Parties will submit to the Court a joint Works List on or before
October 10, 2025. Any disputes over the composition of the Works List will be adjudicated by the

1 Court and raised on or before October 10, 2025. The final Works List shall promptly be provided to
2 the Settlement Administrator. The Settlement Administrator will not publish the Works List, but
3 shall maintain a searchable database on the Settlement Website that allows potential Class Members
4 to search by author, title, publisher, ISBN number, U.S. Copyright Office Registration Number, or
5 ASIN number to determine whether works in which they may have copyright interests are included
6 in the Settlement. To the extent the Settlement is terminated for any reason, the Parties agree that
7 all exchanged versions of the Works List shall be considered confidential settlement
8 communications protected by FRE 408 and no Party may use those Works Lists for purposes other
9 than in connection with the Settlement, including as any admission by any Party of any kind.

10 4.2 **Class List.** Based on the Works List, the Settlement Administrator with the
11 assistance of the Parties, Class Counsel, and Publishers' Coordinating Counsel shall compile the
12 following data for all persons in the Class (to the extent such information is available through
13 reasonable efforts) (the "Class List") as soon as practicable, but by no later than twenty-eight (28)
14 days after receipt of the Works List: (1) all available contact information (including name, last
15 known e-mail address, and last known mailing addresses) of each person or entity identified on the
16 Works List as having copyright interests in the Works List; (2) the specific works from the Works
17 List in which each Class Member has a copyright interest; and (3) the nature of each Class Member's
18 copyright interest (e.g., legal or beneficial owner). Anthropic's obligation shall be limited to
19 providing any information in its possession, custody, or control. The Settlement Administrator shall
20 keep the Class List and all personal information obtained therefrom, including but not limited to the
21 identity, mailing addresses, and e-mail addresses of all persons, strictly confidential. The Class List
22 may not be used by the Settlement Administrator for any purpose other than settlement
23 administration, including advising specific individual Class Members of their rights under the
24 Settlement, reviewing Claim Forms, calculating and processing Settlement Payments, and otherwise
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1 effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the
2 provision of Notice of the Settlement. The Settlement Administrator may share such information
3 from the Class List with Class Counsel as may be necessary for Class Counsel to respond to Class
4 Member inquiries or monitor implementation of the Settlement.

5 **4.3 Update Addresses.** Prior to mailing any Notice or Settlement Payment, the
6 Settlement Administrator will update the addresses of Class Members on the Class List using the
7 National Change of Address database and other available resources deemed suitable by the
8 Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the
9 correct address of any Class Members for whom Notice is returned by the U.S. Postal Service as
10 undeliverable and shall attempt re-mailings.

11 **4.4 Direct Notice.** No later than the Notice Date, the Settlement Administrator shall send
12 Notice via e-mail, substantially in the form of that attached to the Motion for Preliminary Approval,
13 to all potential Class Members for whom an email address is available, and shall send the Postcard
14 Notice via First Class U.S. Mail, substantially in the form of that attached to the Motion for
15 Preliminary Approval, to all potential Class Members for whom a physical mailing address is
16 available. Notices sent pursuant to this Section to recipients located in Canada shall be sent in
17 English and French. The Settlement Administrator shall also maintain a toll-free telephone line, a
18 monitored email inbox, and a dedicated P.O. Box to answer Class Member inquiries and receive
19 correspondence.

20 **4.5 Internet Notice.** Within seven (7) days after the entry of Preliminary Approval, the
21 Settlement Administrator will create, develop, host, administer, and maintain the Settlement
22 Website (www.AnthropicCopyrightSettlement.com), containing the Notice substantially in the form
23 of that attached to the Motion for Preliminary Approval, other important case documents, the
24 searchable Works List database allowing Class Members to search for works by author, title,
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1 publisher, ISBN, ASIN, or U.S. Copyright Office Registration Number, and year of first publication,
2 and the ability to file Claim Forms online. The Settlement Website will also provide case updates
3 and further information about the Settlement and the Action. The Settlement Website, as well as the
4 Settlement Agreement presented therein, shall be published in English and French.

5 4.6 **Trade Media Notice.** The Settlement Administrator shall place notice in appropriate
6 publications on or before the Notice Date, including but not limited to: *Publishers Weekly*, and *The*
7 *Atlantic*, *The Toronto Star*, *The Globe and Mail*, and *La Presse*. The trade media notice shall be
8 substantially in the form of that attached to the Motion for Preliminary Approval, and the print
9 advertisement to be placed in trade media shall be substantially in the form of that attached to the
10 Motion for Preliminary Approval.

11 4.7 **GDN Notice.** The Settlement Administrator will arrange for an extensive online
12 notice plan over a four-week period through the Google Display Network. All impressions will be
13 targeted to likely authors and/or publishers. The GDN activity will target Adults twenty-five (25)
14 years of age or older who (1) are in-market for Book Promotion Services and Information, Literary
15 Agents, Book Publishing Services, Book Publishers, and Publishers Accepting Submissions;
16 (2) have browsed websites such as selfpublishing.com, janefriedman.com, scribophile.com,
17 thebookseller.com, publishersweekly.com, publishingperspectives.com, chronicle.com,
18 writersdigest.com, thebookdesigner.com, insidehighered.com, edupub.org, and reedsy.com; and/or
19 (3) have searched Google for relevant terms including AI training data, manuscript, amazon kdp,
20 Claude AI, books used to train AI, Reedsy, critique circle, ASIN, copyright law, indie author, AI
21 copyright, Scribophile, author royalties, book publishing, AI ethics, publishing rights, pirated books,
22 copyright registration, copyright infringement, author lawsuit, LibGen, and how to publish a book.
23 These display advertisements shall be substantially in the form of that attached to the Motion for
24 Preliminary Approval.

1 4.8 **Facebook and Instagram Notice.** The Settlement Administrator will arrange for
2 online notice activity on Facebook and Instagram targeting adults twenty-five (25) years of age or
3 older with job titles including Journalist/Writer, Online Publisher, and Publisher, and/or who have
4 additional interests in book publishing, bookselling, electronic publishing, Nobel prize in literature,
5 publishing, and self-publishing. These display advertisements shall be substantially in the form of
6 that attached to the Motion for Preliminary Approval.

7 4.9 **Reddit Notice.** The Settlement Administrator will arrange for online notice activity
8 on Reddit targeting Adults eighteen (18) years of age or older who utilize keywords such as amazon
9 kdp, ASIN, author lawsuit, author royalties, AI copyright, AI ethics, AI training data, book
10 publishing, books used to train AI, Claude AI, copyright infringement, copyright law, copyright
11 registration, critique circle, indie author, ISBN, how to publish a book, LibGen, manuscript, pirated
12 books, publishing rights, Reedsy, and Scribophile; and/or who participate in communities including
13 r/selfpublishing, r/publishing, r/selfpublish, r/writers, and r/writing. These display advertisements
14 shall be substantially in the form of that attached to the Motion for Preliminary Approval.

15 4.10 **Press Release Notice.** The Settlement Administrator will distribute a press release
16 at the start of the Notice campaign to major media outlets in the United States, England, and Canada,
17 including those covering books, publishing, higher education, and technology. The press release to
18 be distributed at the start of the Notice campaign shall be substantially in the form of that attached
19 to the Motion for Preliminary Approval. Press releases sent to Canadian outlets will be sent in both
20 English and French.

21 4.11 **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the
22 Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the
23 Attorneys General of each U.S. State in which Class Members reside, the Attorney General of the
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1 United States, and other required government officials, notice of the proposed settlement as required
2 by law.

3 **4.12 Notice Contents.** The Notice shall advise the Class of their rights under the
4 Settlement Agreement, including the right to be excluded from or object to the Settlement
5 Agreement or its terms. The Notice shall inform Class Members that the Class includes all persons
6 or entities that are legal or beneficial copyright owners of the works identified in the Works List.
7 The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted
8 in support of said objection, shall be considered by the Court at the Final Approval Hearing, only
9 if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice,
10 the person making an objection shall file notice of his, her, or their intention to do so and at the same
11 time (a) file copies of such papers they propose to submit at the Final Approval Hearing clearly
12 identifying the case name and number (*Bartz v. Anthropic PBC*, No. 3:24-cv-05417-WHA (N.D.
13 Cal.)); (b) submit such papers to the Court either by filing them electronically or in person at any
14 location of the United States District Court for the Northern District of California or by mailing
15 them to the Class Action Clerk, United States District Court for the Northern District of California,
16 San Francisco Division; and (c) file such papers on or before the Objection/Exclusion Deadline.

17 **4.13 Right to Object or Comment.** Any Class Member can object or comment upon the
18 Settlement. Any Class Member who intends to object to this Settlement Agreement must present
19 the objection in writing, which must be personally signed by the objector and must include: (a) the
20 Class Member's full name and current address; (b) identification of the specific work(s) in the
21 Works List in which the objector claims a copyright interest, including title, author, U.S. Copyright
22 Office Registration Number, and ISBN/ASIN; (c) a statement describing the objector's copyright
23 interest in the identified work(s); (d) the specific grounds for the objection; (e) all documents or
24 writings that the Class Member desires the Court to consider; (f) the name and contact information
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1 of any and all attorneys representing, advising, or in any way assisting the objector in connection
2 with the preparation or submission of the objection or who may profit from the pursuit of the
3 objection; and (g) a statement indicating whether the objector intends to appear at the Final Approval
4 Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice
5 admission in accordance with the Local Rules). All written objections must be filed with or delivered
6 to the Court and be filed or delivered to the Court no later than the Objection/Exclusion Deadline.
7 To the extent that the objection attaches confidential documents, such as author agreements,
8 acquisition agreements or assignments, those documents may be filed under seal, as highly
9 confidential pursuant to the Protective Order in the case. Any Class Member who fails to timely file
10 a written objection with the Court and any notice of his or her intent to appear at the Final Approval
11 Hearing in accordance with the terms of this Section and as detailed in the Notice shall not be
12 permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be
13 foreclosed from seeking any review of this Settlement Agreement or Final Judgment by appeal or
14 other means and shall be deemed to have waived his or her objections and be forever barred from
15 making any such objections in the Action or any other action or proceeding.

16 **4.14 Right to Request Exclusion.** Any person or entity in Class can exclude a work or
17 multiple works from inclusion in the Settlement by submitting a request for exclusion from the
18 Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion
19 must (a) be in writing; (b) identify the case name *Bartz v. Anthropic PBC*, No. 3:24-cv-05417-WHA
20 (N.D. Cal.); (c) state the full name and current address of the person seeking exclusion; (d) identify
21 the specific work(s) from the Works List from which they seek exclusion, including title, author,
22 U.S. Copyright Office Registration Number, and ISBN/ASIN; (e) describe the person's copyright
23 interest in the identified work(s); (f) be signed by the person(s) seeking exclusion or their authorized
24 representative; and (g) be postmarked or received by the Settlement Administrator on or before the
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1 Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect
2 that “I hereby request to be excluded from the proposed Class in *Bartz v. Anthropic PBC*, No. 3:24-
3 cv-05417-WHA (N.D. Cal.).” A request for exclusion that does not include all of the foregoing
4 information, that is sent to an address or e-mail address other than that designated in the Notice, or
5 that is not postmarked or delivered to the Settlement Administrator within the time specified, shall
6 be invalid and the persons serving such a request shall be deemed to remain Class Members and
7 shall be bound as Class Members by this Settlement Agreement, if approved. Any person who elects
8 to request exclusion from the Class shall not (a) be bound by any orders or Final Judgment entered
9 in the Action; (b) receive a Settlement Payment under this Settlement Agreement; (c) gain any rights
10 by virtue of this Settlement Agreement; or (d) be entitled to object to or appeal from any aspect of
11 this Settlement Agreement or Final Judgment. No person may request to be excluded from the Class
12 through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out
13 must mail an individual, separately signed request to the Settlement Administrator that complies
14 with all requirements of this paragraph. Within seven (7) days after the Objection/Exclusion
15 deadline has passed, for each valid request for exclusion that the Settlement Administrator has
16 received, the Settlement Administrator shall take reasonable steps to contact all other parties who
17 submitted a valid claim for the Work requested to be excluded, informing them that another class
18 member has requested exclusion of the Work.

19 **4.15 Right to Request Re-Inclusion.** Any person or entity in the Class who submitted a
20 valid request for exclusion, subject to the terms of this Agreement, will have 30 days from the
21 Objection/Exclusion Deadline to submit a request for re-inclusion. To be valid, any request for re-
22 inclusion must: (a) be in writing; (b) identify the case name *Bartz v. Anthropic PBC*, No. 3:24-cv-
23 05417-WHA (N.D. Cal.); (c) state the full name and current address of the person seeking re-
24 inclusion; (d) identify the specific work(s) from the Works List from which they seek re-inclusion,
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1 including title, author, and ISBN/ASIN; (e) describe the person's copyright interest in the identified
2 work(s); (f) identify whether the person seeking re-inclusion is aware of any other copyright
3 interests in the identified work(s); (g) be signed by the person(s) seeking re-inclusion or their
4 authorized representative; and (h) be postmarked or received by the Settlement Administrator on or
5 before the Re-Inclusion Deadline. Each request for re-inclusion must also contain a statement to the
6 effect that "I hereby request to be included in the proposed Class in *Bartz v. Anthropic PBC*, No.
7 3:24-cv-05417-WHA (N.D. Cal.). This request supersedes my previous request for exclusion." The
8 submission of a valid request for re-inclusion shall constitute the final, binding decision of the
9 requesting Class Member as it pertains to the requested work(s). For each valid request for re-
10 inclusion that the Settlement Administrator receives, the Settlement Administrator shall take
11 reasonable steps within seven (7) days of receipt to contact other parties that submitted valid claims
12 for the re-included work(s) and inform them that another class member has requested re-inclusion
13 of the work(s). Any person or entity who elects to request re-inclusion shall be bound as Class
14 Members by this Settlement Agreement, if approved.

15 5. SETTLEMENT ADMINISTRATION

16 5.1 Settlement Administrator's Duties.

17 a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the
18 CAFA Notices and Notice to the Class as provided in Section 4 of this Settlement Agreement.

19 b. *Undeliverable Notice via Mail.* If any Notice sent via mail is returned as
20 undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided
21 by the postal service. If no such forwarding address is provided, the Settlement Administrator shall
22 perform skip traces to attempt to obtain the most recent addresses for such Class Members.

23 c. *Maintenance of Records.* The Settlement Administrator shall maintain
24 reasonably detailed records of its activities under this Settlement Agreement. The Settlement
25

1 Administrator shall maintain all such records as required by applicable law in accordance with its
2 business practices and such records will be made available to Class Counsel and Defendant's
3 Counsel upon request. The Settlement Administrator shall also provide reports and other
4 information to the Court as the Court may require. The Settlement Administrator shall provide Class
5 Counsel and Defendant's Counsel weekly reports concerning Notice, requests for exclusion, pro
6 rata Settlement Payment calculations, and administration and implementation of the Settlement.

7 d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive
8 requests for exclusion from persons in the Class and provide to Class Counsel and Defendant's
9 Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. Within seven (7)
10 days after the Objection/Exclusion deadline has passed, for each valid request for exclusion that the
11 Settlement Administrator has received, the Settlement Administrator shall take reasonable steps to
12 contact all other parties who submitted a valid claim for the work(s) requested to be excluded,
13 informing them that another class member has requested exclusion of the work(s). If the Settlement
14 Administrator receives any requests for exclusion or other requests from Class Members after the
15 Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof
16 to Class Counsel and Defendant's Counsel.

17 e. *Receipt of Requests for Re-Inclusion.* The Settlement Administrator shall
18 receive requests for re-inclusion from persons in the Class and provide to Class Counsel and
19 Defendant's Counsel a copy thereof within five (5) days of the Re-Inclusion Deadline. For each
20 valid request for re-inclusion that the Settlement Administrator receives, the Settlement
21 Administrator shall take reasonable steps within seven (7) days of receipt to contact other parties
22 that submitted valid claims for the re-included work(s) and inform them that another Class Member
23 has requested re-inclusion of the work(s). If the Settlement Administrator receives any requests for
24 re-inclusion or other requests from Class Members after the Re-Inclusion Deadline, the Settlement
25

1 Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

2 f. *Settlement Website.* The Settlement Administrator shall create, develop, host,
3 administer, and maintain the Settlement Website.

4 g. *Establishment of the Escrow Account.* The Settlement Administrator shall
5 establish the Escrow Account and maintain the Escrow Account as a QSF throughout the
6 implementation of the Settlement in accordance with the Court's Order granting Preliminary
7 Approval and Final Judgment.

8 h. *Processing Claims.* The Settlement Administrator shall be obliged to employ
9 reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is
10 evidence of abuse or fraud, including by cross-referencing Approved Claims with the Works List.
11 The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member
12 is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on
13 the Claim Form or the terms of this Agreement, or (b) provide full and complete information as
14 requested on the Claim Form. In the event a person or entity submits a timely Claim Form by the
15 Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator
16 shall give such person or entity reasonable opportunity to provide any requested missing
17 information, which information must be received by the Settlement Administrator no later than
18 twenty-eight (28) calendar days after the Claims Deadline. In the event the Settlement Administrator
19 receives such information more than twenty-eight (28) calendar days after the Claims Deadline, then
20 any such claim shall be denied. The Settlement Administrator may contact any person or entity who
21 has submitted a Claim Form to obtain additional information necessary to verify the Claim Form or
22 the Class Member's allocation of the Settlement Payment. Class Counsel and Defendant's Counsel
23 shall both have the right to challenge the acceptance or rejection by the Settlement Administrator of
24 a Claim Form submitted by a Claimant. Unless the Court approves a different dispute resolution
25

1 mechanism based on the recommendation of the Working Group, in the event of disputes between
2 Claimants, including as to which Claimant is a Class Member entitled to receive a Settlement
3 Payment or otherwise, such disputes shall will be resolved confidentially by a Special Master
4 appointed by the Court or a similar neutral, to be compensated out of the Settlement Fund.

5 i. *Calculation of Settlement Payments.* The Settlement Administrator shall
6 calculate the Settlement Payments contemplated in Section 2 of this Settlement Agreement to all
7 Class Members within twenty-eight (28) days after the Effective Date, and, as described above, shall
8 begin issuing Settlement Payments to Class Members within twenty-eight (28) days after the
9 Effective Date. Anthropic shall have no liability whatsoever with respect to the determination,
10 administration, or calculation of claims to be paid to Class Members from the Settlement Fund.

11 j. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax
12 filings related to the Escrow Account, including requesting Form W-9s from Class Members if
13 necessary, processing any tax information from the Class List, transmitting Form 1099s to Class
14 Members if legally required, performing back-up withholding if necessary, and making any required
15 tax returns. All taxes arising from the income earned by or in connection with the Settlement Fund
16 shall be paid out of the Settlement Fund. The Released Parties shall have no liability or responsibility
17 for any taxes arising with respect to the Settlement Fund escrow account. The Released Parties shall
18 not have any liability, obligation or responsibility whatsoever for tax obligations arising from
19 payments to any Class Member based on the activities and income of the Settlement Fund escrow
20 account.

21 k. *Payments.* The Settlement Administrator will draw from Settlement Fund to
22 cover all obligations with respect to costs related to this Agreement, including the expenses of the
23 Settlement Administrator, Notice, any Service Awards, any Attorneys' Fee and Expense Payment,
24 and any other administrative fees and expenses in connection with this Agreement; provided,
25

1 however, that the Parties must approve any payments to the Settlement Administrator prior to the
 2 Settlement Administrator incurring such expenses and prior to any withdrawals from the Settlement
 3 Fund.

4 l. *No Liability for Released Parties.* The Released Parties shall have no liability,
 5 obligation, or responsibility with respect to the disbursement, or other administration of the
 6 Settlement Fund and shall have no liability, obligation, or responsibility of the Settlement
 7 Administrator.

8 **6. PRELIMINARY APPROVAL AND FINAL APPROVAL**

9 6.1 **Preliminary Approval.** Promptly after execution of this Settlement Agreement,
 10 Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter
 11 an order granting Preliminary Approval, which shall include, among other provisions, a request that
 12 the Court:

- 13 a. Appoint the Settlement Administrator and Escrow Agent;
- 14 b. Preliminarily approve this Settlement Agreement for purposes of
 15 disseminating Notice to the Class;
- 16 c. Approve the formation of a working group (the “Working Group”) consisting
 17 of experts in the publishing industry, Authors Coordination Counsel, and Publishers Coordination
 18 Counsel, and the Hon. Layn Phillips, to advise Class Counsel on the claims process, the contents
 19 of a Claim Form, and adjustments to the relevant sections of the form of Class Notice for the
 20 purpose of fairly, equitably, and efficiently addressing situations where there are multiple
 21 Claimants submitting claims for a particular work on the Works List. Class Counsel will submit
 22 for the Court’s approval by October 10, 2025 any Plan of Allocation, Claim Form, or adjustment
 23 resulting from the Working Group. Prior to making any such submission to the Court, Class
 24 Counsel shall provide Anthropic with at least seven (7) calendar days notice of the draft
 25

1 recommendation and any rationale it intends to make to the Court so that Anthropic and the
2 Plaintiffs will meaningfully confer on the proposed submission and, after such conferral, Anthropic
3 may, if it elects to do so, advise the Court of any disagreement it has with such submission.

4 d. Approve the form and contents of the Notice and the method of its
5 dissemination to members of the Class; and

6 e. Schedule a Final Approval Hearing after the expiration of the CAFA notice
7 period, to review comments and/or objections regarding this Settlement Agreement, to consider its
8 fairness, reasonableness and adequacy, to consider the application for a Fee Award and service
9 award to the Class Representatives, and to consider whether the Court shall issue a Final Judgment
10 approving this Settlement Agreement and dismissing the Action with prejudice. Dismissal shall be
11 requested with respect to all parties named in the Complaint and First Amended Complaint in this
12 Action: Andrea Bartz, Andrea Bartz, Inc., Charles Graeber, Kirk Wallace Johnson, and MJ + KJ,
13 Inc.

14 6.2 **Final Approval.** After Notice to the Class is given, Class Counsel shall move the
15 Court for entry of final approval and entry of Final Judgment, which shall include the Works List
16 as the Class List, and among other provisions, a request that the Court:

17 a. Find that it has personal jurisdiction over all Class Members and subject
18 matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

19 b. Approve the Settlement as fair, reasonable and adequate as to, and in the best
20 interests of, the Class Members;

21 c. Direct the Parties and their counsel to implement and consummate the
22 Settlement according to its terms and conditions;

23 d. Find that the Notice implemented pursuant to the Settlement Agreement
24 (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is
25

1 reasonably calculated, under the circumstances, to apprise the Class of the pendency of the Action
2 and their rights to object to or exclude themselves from this Settlement Agreement and to appear at
3 the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to
4 all persons entitled to receive notice; and (4) fulfills the requirements of the Federal Rules of Civil
5 Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

6 e. Finally certify or confirm certification of the Class under Federal Rule of
7 Civil Procedure 23, including finding that the Class Representatives and Class Counsel adequately
8 represented the Class for purposes of entering into and implementing the Settlement Agreement;

9 f. Dismiss the Action on the merits and with prejudice with respect to all parties
10 named in the Complaint and First Amended Complaint, without fees or costs to any party except as
11 provided in this Settlement Agreement;

12 g. Incorporate the Release set forth above, make the Release effective as of the
13 Effective Date, and forever discharge the Released Parties as set forth herein; and

14 h. Without affecting the finality of the Final Judgment for purposes of appeal,
15 retain jurisdiction as to all matters relating to administration, consummation, enforcement and
16 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
17 purpose.

18 6.3 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all
19 reasonable actions and steps in order to accomplish these required events on the schedule set by the
20 Court, subject to the terms of this Settlement Agreement.

21 7. **TERMINATION OF THE SETTLEMENT AGREEMENT**

22 7.1 **Termination By Any Party.** Subject to Section 9 below, the Parties shall have the
23 right to terminate this Agreement by providing written notice of the election to do so to all other
24 Parties within ten (10) days of any of the following events:

7.1.1 the Court's refusal to grant Preliminary Approval of this Settlement Agreement in any material respect, after any time that the Court may allow to present a revised Preliminary Approval proposal;

7.1.2 the Court's refusal to enter the Final Judgment in this Action in any material respect, after any time that the Court may allow to present a revised Final Approval proposal; or

7.1.3 the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

7.2 **Termination By Anthropic.** Anthropic has the exclusive right to terminate this agreement if [REDACTED] works on the Works List are opted out from the Settlement. For the avoidance of doubt, if there is more than one claimant to the same work, any purported claimant who seeks to opt out their work from the class counts toward the opt-out threshold. Before exercising this exclusive right to terminate under this provision, Anthropic must first meet and confer with Class Counsel to explore any potential changes to the Agreement and participate in a mediation with the Hon. Layn Phillips (ret.) or other available neutral at Phillips ADR.

7.3 **Notwithstanding** Section 7.1, the Parties understand that the ultimate scope of the Release is for the Court, and that the Court may narrow or broaden the Release. Narrowing or broadening the Release as ordered by the Court is not grounds for termination of this Settlement Agreement.

8. **SERVICE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall

1 be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with
2 no consideration from Defendant, to limit their request for attorneys' fees to no more than twenty-
3 five percent (25%) of the Settlement Fund, plus unreimbursed costs and expenses. Defendant may
4 challenge the amounts requested. Payment of the Fee Award shall be made from the Settlement
5 Fund. Should the Court award less than the amount sought by Class Counsel, the difference in the
6 amount sought and the amount ultimately awarded pursuant to this Section shall remain in the
7 Settlement Fund and be distributed to Class Members as Settlement Payments. Class Counsel shall
8 be paid the Fee Award in equal installments proportionate to Anthropic's payments to the Settlement
9 Fund, as described above, provided that no Fee Award payment shall be paid to Class Counsel from
10 the Settlement Fund until after the Final Approval. After the Final Approval, each such installment
11 payment of the Fee Award shall be made by the Settlement Administrator from the Settlement Fund
12 within ten (10) business days after each of Defendant's installment payments to the Escrow Account
13 via wire transfer to an account designated by Class Counsel after providing necessary information
14 for electronic transfer.

15 8.2 After the Final Approval, the Fee Award shall be payable from the Settlement Fund
16 notwithstanding the existence of any timely filed objections thereto, or potential for appeal
17 therefrom, or collateral attack on the Settlement. If or when, as a result of any appeal and/or further
18 proceedings on remand, or successful collateral attack, the Fee Award is reduced or reversed, Class
19 Counsel, Publisher Coordination Counsel, and Author Coordination Counsel's shall make
20 appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate
21 as is earned by the Settlement Fund within ten (10) business days.

22 8.3 Defendant agrees that the Class Representatives shall be paid a service award in the
23 amount of up to Fifty Thousand Dollars (\$50,000.00) each from the Settlement Fund, in addition to
24 any Settlement Payment pursuant to this Settlement Agreement and in recognition of their efforts
25

1 on behalf of the Class, subject to Court approval. Should the Court award less than this amount, the
2 difference in the amount sought and the amount ultimately awarded pursuant to this Section shall
3 remain in the Settlement Fund and be distributed to Class Members as Settlement Payments. Any
4 award shall be paid by the Settlement Administrator from funds made available by Defendant (in
5 the form of a check to the Class Representative that is sent care of Class Counsel) within ten (10)
6 business days after the Effective Date.

7 8.4 The Court's award of any attorneys' fees and service payments shall be separate from
8 the determination of whether to approve the Settlement. Any order or proceeding relating to the
9 attorneys' fees or service payments or any appeal from any order relating thereto or reversal or
10 modification thereof, shall not operate to terminate this Settlement or affect or delay the finality of
11 the Final Judgment approving the Settlement. In the event the Court approves the Settlement, but
12 declines to award attorneys' fees or expenses in the amount requested by Class Counsel, or a service
13 award in an amount different from that requested by Class Representatives, the Settlement will
14 nevertheless be binding on the Parties to the extent permissible under applicable law.

15 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
16 **CANCELLATION OR TERMINATION.**

17 9.1 In the event that this Agreement is not approved by the Court or the settlement set
18 forth in this Agreement is terminated or fails to become effective in accordance with its terms and
19 the Court does not allow for modification of the Agreement, then this Agreement shall be canceled
20 and terminated subject to Section 9.2, unless Class Counsel and Defendant's Counsel mutually agree
21 in writing to proceed with this Settlement Agreement. Before any such cancellation or termination
22 of the Settlement Agreement, the parties will participate in mediation before Judge Layn Phillips or
23 other available neutral at Phillips ADR. Notwithstanding anything herein, the Parties agree that the
24 Court's decision as to the amount of the Fee Award or the service awards to the Class
25

1 Representatives, regardless of the amounts awarded, shall not prevent the Settlement Agreement
2 from becoming effective and Settlement Payments being distributed, nor shall they be grounds for
3 termination of the Settlement Agreement. Parties further understand that the Court may order other
4 changes to the Agreement that are not material to the Agreement or to the decision to settle. If a
5 dispute arises as to materiality, such dispute will be mediated with Judge Layn Phillips or other
6 available neutral at Phillips ADR, and if the parties still dispute materiality, the District Court will
7 determine the issue.

8 9.2 If this Settlement Agreement is terminated or fails to become effective for the reasons
9 set forth above, including after any efforts under Section 9.1, the Parties shall be restored to their
10 respective positions in the Action as of the date of the signing of this Agreement, and Defendant's
11 entry into the Settlement Agreement shall not be considered, in any way, as an admission concerning
12 liability or the propriety of class certification.

13 9.3 In the event the Settlement is terminated or fails to become effective for any reason,
14 the Settlement Fund, together with any earnings thereon at the same rate as earned, less any taxes
15 paid or due, less Settlement Administration Expenses actually incurred and paid or payable from
16 the Settlement Fund, shall be returned to Defendant within twenty-eight (28) calendar days after
17 written notification of such event. No disbursements from the Settlement Fund (except for the costs
18 associated with notice, and as expressly provided herein) shall occur prior to the Effective Date.

19 9.4 In the event the Settlement Agreement is terminated or fails to become effective for
20 any reason, the parties will meet and confer in good faith and, within five (5) days propose a schedule
21 (or competing schedules, if there is disagreement) that would allow this case to proceed to trial as
22 scheduled on December 1, 2025, if feasible, or else as soon as practicable subject to availability of
23 the Court.

1 **10. MISCELLANEOUS PROVISIONS.**

2 10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement;
3 and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent
4 reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to
5 exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this
6 Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another
7 in seeking entry of an order granting Preliminary Approval and the Final Judgment, and promptly
8 to agree upon and execute all such other documentation as may be reasonably required to obtain
9 final approval of the Settlement Agreement. Anthropic and Class Counsel, Authors Coordination
10 Counsel, and Publishers Coordination Counsel further agree that they will not attempt to undermine
11 the Settlement or attempt—directly or indirectly—to solicit or otherwise encourage opt-outs or
12 objectors to the Agreement.

13 10.2 All signatories to this Agreement represent and warrant (a) that they have all requisite
14 power and authority to execute, deliver and perform this Settlement Agreement and to consummate
15 the transactions contemplated herein; (b) that the execution, delivery and performance of this
16 Settlement Agreement and the consummation of it by the actions contemplated herein have been
17 duly authorized by all necessary corporate action on the part of each signatory, and (c) that this
18 Settlement Agreement has been duly and validly executed and delivered by each signatory and
19 constitutes its legal, valid and binding obligation.

20 10.3 The Parties intend this Settlement Agreement to be a final and complete resolution
21 of all disputes between them with respect to the Released Claims by Plaintiffs and the other Class
22 Members, and each or any of them, on the one hand, against the Released Parties, and each or any
23 of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum
24
25

1 that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad
2 faith or without a reasonable basis.

3 10.4 Class Counsel, Authors Coordinating Counsel, and Publishers Coordinating Counsel
4 represent and warrant that they are not aware of any other substantially similar or related claims in
5 any jurisdiction against Defendant other than as specifically disclosed in this Settlement Agreement.
6 Class Counsel represent and warrant that they have not solicited other counsel to bring substantially
7 similar or related claims against Defendant in any jurisdiction and have not shared work product or
8 confidential information for such purpose. Defendant understands that Oppenheim + Zembrak LLP
9 may continue litigation against Defendant in *Concord Music Group, Inc. v. Anthropic PBC*, No.
10 5:24-cv-03811 (N.D. Cal.). Nothing herein shall be interpreted to be or is intended to be inconsistent
11 with any applicable Rules of Professional Conduct.

12 10.5 The Parties have relied upon the advice and representation of counsel, selected by
13 them, concerning the claims hereby released. The Parties have read and understand fully this
14 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their
15 own selection and intend to be legally bound by the same.

16 10.6 Class Members are not agreeing Anthropic acted lawfully, including in torrenting,
17 scanning, or training the works on the Works List, and Anthropic is not agreeing that it acted
18 unlawfully including in torrenting, scanning, or training the works on the Works List.

19 10.7 To the extent permitted by law, neither this Agreement nor any of its terms or
20 provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence
21 or received in evidence in any pending or future civil, criminal, or administrative action or
22 proceeding to establish any liability or admission by Anthropic or to establish the truth of any of the
23 claims or allegations alleged in the Action, other than in any action or proceeding related to the
24 enforcement of or compliance with the terms of this Settlement Agreement.

1 10.8 The waiver by one Party of any breach of this Settlement Agreement by any other
2 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement
3 Agreement.

4 10.9 All the Exhibits regarding Notice, in the form attached to the Motion for Preliminary
5 Approval, are material and integral parts hereof and will be fully incorporated herein by reference
6 once submitted in the Motion for Preliminary Approval. The Parties understand that the form and
7 substance of the Exhibits may change after review by the Court and completion of the Working
8 Group process specified above.

9 10.10 This Settlement Agreement and its Exhibits set forth the entire agreement and
10 understanding of the Parties with respect to the matters set forth herein, and supersede all prior
11 negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein.
12 No representations, warranties or inducements have been made to any Party concerning this
13 Settlement Agreement or its Exhibits other than the representations, warranties and covenants
14 contained and memorialized in such documents. This Settlement Agreement may be amended or
15 modified only by a written instrument signed by or on behalf of all Parties or their respective
16 successors-in-interest.

17 10.11 Except as otherwise provided herein, each Party shall bear its own attorneys' fees
18 and costs incurred in any way related to the Action.

19 10.12 Plaintiffs represent and warrant that they have not assigned any claim or right or
20 interest relating to any of the Released Claims against the Released Parties to any other person or
21 party and that they are fully entitled to release the same.

22 10.13 Each counsel or other Person executing this Settlement Agreement, any of its
23 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
24
25

1 represents that such Person has the full authority to do so and has the authority to take appropriate
2 action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

3 10.14 This Settlement Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them shall be deemed to be one and the same instrument.
5 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this
6 Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court
7 if the Court so requests.

8 10.15 The Court shall retain jurisdiction with respect to implementation and enforcement
9 of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the
10 Court for purposes of implementing and enforcing the settlement embodied in this Settlement
11 Agreement.

12 10.16 This Settlement Agreement shall be governed by and construed in accordance with
13 the laws of the State of California without reference to the conflicts of laws provisions thereof.

14 10.17 This Settlement Agreement is deemed to have been prepared by counsel for all
15 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have
16 contributed substantially and materially to the preparation of this Settlement Agreement, it shall not
17 be construed more strictly against one Party than another.

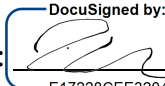
18 10.18 Where this Settlement Agreement requires notice to the Parties, such notice shall be
19 sent to the undersigned counsel:

20 [SIGNATURES APPEAR ON FOLLOWING PAGE]

21
22 Dated: September 5, 2025
23
24
25

PLAINTIFF

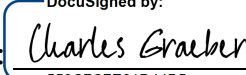
Dated: 9/5/2025

By (signature):  DocuSigned by:
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Name (printed): Kirk Johnson

PLAINTIFF

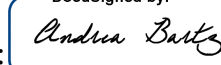
Dated: 9/5/2025

By (signature):  DocuSigned by:
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Name (printed): Charles Graeber

PLAINTIFF

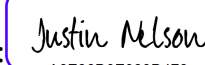
Dated: 9/5/2025

By (signature):  DocuSigned by:
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Name (printed): Andrea Bartz

SUSMAN GODFREY LLP

Dated: 9/5/2025

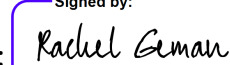
By (signature):  Signed by:
A6E36D0E939D478...

Name (printed): Justin Nelson

Its (title): Class counsel

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

Dated: 9/5/2025

By (signature):  Signed by:
2A0A5634B1C848C...

Name (printed): Rachel Geman

Its (title): Class counsel

EDELSON PC

1 Dated: 9/5/2025

2 By (signature): Eli Wade-Scott
3 DocuSigned by:
1C1523521ADE488...

4 Name (printed): Eli Wade-Scott

5 Its (title): Publishers' Coordination Counsel

6 **OPPENHEIM + ZEBRAK LLP**

7 Dated: 9/5/2025

8 By (signature): Matt Oppenheim
9 DocuSigned by:
96491B6F4EAF4CD...

10 Name (printed): Matthew J. Oppenheim

11 Its (title): Publishers' Coordination Counsel

12 **ANTHROPIC PBC**

13 Dated: 9/5/2025

14 By (signature): Brian Israel
15 DocuSigned by:
5F2492D4D334484...

16 Name (printed): Brian Israel

17 Its (title): Secretary

18 **MORRISON FOERSTER LLP**

19 Dated: 9/5/2025

20 By (signature): Daralyn Durie
21 Signed by:
564ECB23A1EE4D3...

22 Name (printed): Daralyn Durie

23 Its (title): Counsel for Anthropic

EXHIBIT B

LIEFF CABRASER FIRM RESUME

Lieff Cabraser Heimann & Bernstein, LLP

Lieff Cabraser Heimann & Bernstein, LLP is a 135+ attorney AV-rated law firm founded in 1972 with offices in San Francisco, New York, Nashville, and Munich. We have a diversified practice successfully representing plaintiffs throughout the U.S. and Europe in the fields of antitrust, civil rights and social justice, consumer protection, cybersecurity and data privacy, economic injury product defects, employment discrimination and unfair employment practices, environmental and toxic exposures, False Claims Act, personal injury and products liability, securities and financial fraud, and survivor rights and advocacy. Our clients include individuals, classes, groups of people, businesses, and public and private entities.

Lieff Cabraser has served as Court-appointed Plaintiffs' Lead or Class Counsel in state and federal coordinated, multi-district, and complex litigation throughout the United States. The Firm has, often with co-counsel, represented clients from across the globe in cases filed in American courts and in foreign jurisdictions.

This Firm Resume summarizes Lieff Cabraser's extensive and varied cases, including past successes and active matters; identifies the Firm's lawyers with links to their full biographies; and describes the Firm's community and legal organization engagement.

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NEW YORK
NASHVILLE
MUNICH
lieffcabraser.com

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

LIEFF CABRASER FIRM RESUME

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- VII. Environmental and Toxic Exposures
- VIII. False Claims Act
- IX. Personal Injury and Products Liability
- X. Securities Fraud and Financial Fraud
- XI. Survivor Rights and Advocacy

LAWYER PROFILES

LIEFF CABRASER IN THE COMMUNITY

ANTITRUST

At the forefront of innovative and landmark cases promoting fair competition in the marketplace, Lieff Cabraser assists companies, governments, and consumers affected by anticompetitive conduct by assessing market circumstances and advising whether and how to pursue legal action. When we do advise litigation, our track record reflects remarkable successes for our clients.

Representative Current Cases



ELECTRICAL MEDICAL TRUST ET AL. V. U.S. ANESTHESIA PARTNERS ET AL.

Lieff Cabraser represents self-funded insurers who allege a multi-year scheme by private equity groups U.S. Anesthesia Partners,

Inc. and Welsh, Carson, Anderson & Stowe to monopolize hospital anesthesia services in Texas, drive up prices, and increase profits. Filed in November 2023, the class action complaint alleges that defendants pursued an “aggressive ‘buy and build’ consolidation strategy” to increase negotiating leverage with commercial payors and increase prices for anesthesia services without improving the efficiency or quality of healthcare. Plaintiffs seek to vindicate their rights under the federal antitrust laws and restore competition for anesthesiology services.

DALE, ET AL. V. DEUTSCHE TELEKOM AG, T-MOBILE US, INC., AND SOFTBANK GROUP CORP., NO. 1:22-CV-03189 (N.D. ILL.)

In June 2022, Lieff Cabraser and co-counsel filed a federal class action complaint against Deutsche Telekom, T-Mobile, and Softbank Group challenging the merger of T-Mobile and Sprint, a merger that reduced the overall number of mobile carriers in the U.S. from four to three and thereby removed all meaningful incentives for competition between the three remaining behemoths: the new T-Mobile, AT&T, and Verizon. As a result, small businesses and consumers in the United States who subscribe to national retail mobile wireless carriers, including AT&T and Verizon customers, have paid and continue to pay billions more for wireless service than they would have.

The lawsuit seeks the restoration of competition in one of the world’s largest and most concentrated markets. Every consumer and small business in the U.S. market is paying the price of this monstrously anticompetitive merger,

including AT&T and Verizon customers who no longer face any pricing challenges from the former mavericks of the telecom space.

The case follows two prior pre-merger attempts to stop the deal by the United States Department of Justice and a lawsuit by ten states. In both instances, T-Mobile made commitments to government regulators and a federal district court to continue to fiercely compete and at the same time help DISH emerge as a strong fourth competitor to replace Sprint. Neither promise was fulfilled.

In bringing this action, AT&T and Verizon subscribers seek to vindicate their rights under the antitrust laws for all nationwide wireless plan subscribers on AT&T or Verizon’s network; they seek to undo the merger, create the viable fourth competitor that was promised, and recover damages for the overcharges sustained in the interim.

REALPAGE RESIDENTIAL LEASE PRICE-FIXING

Lieff Cabraser represents lessees nationwide who allege they have overpaid for rent as a result of a cartel among the largest owners of multifamily residential real estate. The class action suit, filed in October 2022, alleges that these lessors used a common third party (RealPage) to collect and fix rent amounts, increasing rents above competitive levels. RealPage touts that it sets pricing for Lessors’ properties “as though we own them ourselves” — in other words, as plaintiffs detail in their complaint, the participating Lessors’ cartel replicates the market outcomes one would observe if they were a monopolist of residential leases (which is the goal of any cartel).



IN RE LITHIUM-ION BATTERIES ANTITRUST LITIGATION, MDL NO. 2420 (N.D. CAL.)

Lieff Cabraser serves as Co-Lead Counsel representing indirect purchasers in a class

action filed against LG, GS Yuasa, NEC, Sony, Sanyo, Panasonic, Hitachi, LG Chem, Samsung, Toshiba, and Sanyo for allegedly conspiring to fix and raise the prices of lithium-ion rechargeable batteries from 2002 to 2011. The defendants are the world's leading manufacturers of lithium-ion rechargeable batteries, which provide power for a wide variety of consumer electronic products. As a result of the defendants' alleged anticompetitive and unlawful conduct, consumers across the U.S. paid artificially inflated prices for lithium-ion rechargeable batteries. Lieff Cabraser and co-counsel have reached settlements totaling \$113.45 million with all defendants.



***IN RE TELESCOPES
ANTITRUST LITIGATION,
NO. 5:20-CV-03639-EJD
(N.D. CAL.)***

We serve as Interim Lead Counsel for indirect purchasers of amateur telescopes who allege an illegal price-fixing and market allocation

scheme intended to monopolize the consumer telescope manufacture and distribution markets. As a result of this conduct, purchasers of consumer telescopes have been illegally overcharged hundreds of millions of dollars for telescopes since at least 2005. As the class action complaint alleges, manufacturers Synta and Ningbo Sunny leveraged their 80% share of the U.S. telescope market to improperly set prices and monopolize the consumer telescope market in violation of antitrust law.



***IN RE MISSION
HEALTH ANTITRUST
LITIGATION, NO.
1:22-CV-00114-MR-
WCM (W.D. N.C.)***

Lieff Cabraser and co-counsel represent consumer plaintiffs in litigation against HCA Healthcare/Mission Health alleging the

hospital giant is abusing its market power to prevent insurers from offering patients financial incentives to use lower cost or higher quality services offered by competitors. As described in detail in the class action complaint, HCA Healthcare and Mission Health have restricted competition in their respective health care markets, substantially and artificially inflating health care prices paid by plaintiffs and the proposed class member

health plans. The lawsuit alleges that Mission Health's illegal practices have allowed it to reduce competition and keep its reimbursement rates to insurers higher than they otherwise would be, causing patients to pay significantly more for insurance as a result. The case against Mission Health is proceeding.

***IN RE: GENERIC PHARMACEUTICALS PRICING
ANTITRUST LITIGATION, MDL NO. 2724 (E.D. PA.)***

Beginning in February 2015, Lieff Cabraser conducted an extensive investigation into dramatic price increases of certain generic prescription drugs. Lieff Cabraser worked alongside economists and industry experts and interviewed industry participants to evaluate possible misconduct. In December of 2016, Lieff Cabraser, with co-counsel, filed the first case alleging price-fixing of Levothyroxine, the primary treatment for hypothyroidism, among the most widely prescribed drugs in the world. Lieff Cabraser also played a significant role in similar litigation over the drugs Propranolol and Clomipramine. These, and other similar cases, were consolidated and transferred to the Eastern District of Pennsylvania as *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724. Lieff Cabraser is a member of the End-Payer Plaintiffs' Steering Committee.



***IN RE CALIFORNIA
BAIL BOND
ANTITRUST LITIG.,
3:19-CV-00717-JST
(N.D. CAL.)***

Lieff Cabraser serves as Interim Lead Class Counsel for a proposed class of purchasers of bail bonds in California.

This first-of-its-kind class action antitrust case brought by Lieff Cabraser and leading non-profit worker rights organizations alleges that California insurance companies, sureties and bail agents have conspired to unlawfully inflate California bail bond premiums since 2004. We represent the California plaintiffs alleging illegal price-fixing and collusion agreements to eliminate competitive pricing to consumers. Plaintiffs have successfully overcome the preponderance of defendants' claims of immunity, and have shown sufficient facts of a plausible antitrust conspiracy, reinforcing the principle that antitrust laws can significantly impact intentional inequities and advance the cause of economic justice. In November 2022, the Court denied defendants' motion to dismiss claims from the suit. The litigation is ongoing.

IN RE CAPACITORS ANTITRUST LITIGATION, NO. 3:14-CV-03264 (N.D. CAL.)

Lieff Cabraser is a member of the Plaintiffs' Steering Committee representing indirect purchasers in an electrolytic and film price-fixing class action lawsuit filed against the world's largest manufacturers of capacitors, used to store and regulate current in electronic circuits and computers, phones, appliances, and cameras worldwide. Lieff Cabraser has played a central role in discovery efforts, and assisted in opposing defendants' motions to dismiss and in opposing defendants' motions for summary judgment. Settlements with defendants NEC Tokin Corp., Nitsuko Electronics Corp., and Okaya Electric Industries Co., Ltd. have received final approval, and a settlement with Hitachi Chemical and Soshin Electric Co., Ltd. has received preliminary approval. Discovery continues with respect to the remaining defendants.

**IN RE DOMESTIC AIRLINE TRAVEL ANTITRUST LITIGATION, 1:15-MC-01404 (DISTRICT OF COLUMBIA)**

Lieff Cabraser represents consumers in a class action lawsuit against the four largest U.S. airline carriers: American Airlines, Delta Air,

Southwest, and United. These airlines collectively account for over 80 percent of all domestic airline travel. The complaint alleges that for years the airlines colluded to restrain capacity, eliminate competition in the market, and increase the price of domestic airline fares in violation of U.S. antitrust law. The proposed class consists of all persons and entities who purchased domestic airline tickets directly from one or more defendants from July 2, 2011 to the present. In February 2016, Judge Kollar-Kotelly appointed Lieff Cabraser to the three-member Plaintiffs' Executive Committee overseeing this multidistrict airline price-fixing litigation. Defendants filed a motion to dismiss, which was denied in October 2016. Subsequently, a settlement with Southwest Airlines was granted preliminary approval. Litigation continues as to the remaining defendants.

INTERNATIONAL ANTITRUST CASES

Lieff Cabraser has significant experience and expertise in antitrust litigation in Europe. Lieff Cabraser partner Dr. Katharina Kolb, head of the firm's Munich office, has experience in all aspects of German and European competition law, particularly antitrust litigation matters following anti-competitive behavior established by European competition authorities including German Federal Cartel Office and the European Commission.

Currently, one of the firm's major international antitrust cases involves the European truck cartel, which the European Commission fined more than €3.8 billion for colluding on prices and emissions technologies for more than 14 years. Lieff Cabraser is working with a range of funders to prosecute the claims of persons damaged by the European truck cartel, including many municipalities in Europe which purchased trucks for street cleaning, fire brigades, waste disposal, and other purposes.

Lieff Cabraser is also prosecuting other cartel damages cases in the EU, including the German quarto steel cartel, the German plant pesticides cartel, and the French meal voucher cartel, each of which have likely caused significant damages to customers.

**SCHWAB SHORT-TERM BOND MARKET FUND, ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6409 (S.D.N.Y.); CHARLES SCHWAB BANK, N.A., ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6411 (S.D.N.Y.); SCHWAB MONEY MARKET FUND,**

ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6412 (S.D.N.Y.); THE CHARLES SCHWAB CORP., ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 13 CV 7005 (S.D.N.Y.); AND BAY AREA TOLL AUTHORITY V. BANK OF AMERICA CORP., ET AL., NO. 14 CV 3094 (S.D.N.Y.) (COLLECTIVELY, "LIBOR")

Lieff Cabraser serves as counsel for The Bay Area Toll Authority ("BATA"), as well as The Charles Schwab Corporation and certain Schwab Funds, in individual lawsuits against Bank of America Corporation, Credit Suisse Group AG, JPMorgan Chase & Co., Citibank, Inc., and additional banks for allegedly manipulating the London Interbank Offered Rate ("LIBOR").

The complaints allege that beginning in 2007, the defendants conspired to understate their true costs of borrowing, causing the calculation of LIBOR to be set artificially low. As a result, Schwab, the Schwab Funds, and BATA received less than their rightful rates of return on their LIBOR-based investments. The complaints assert claims under federal antitrust laws, the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), and the statutory and common law of California. The actions were transferred to the Southern District of New York for consolidated or coordinated proceedings with the LIBOR multidistrict litigation pending there.

ANTITRUST

Representative Achievements & Successes



IN RE: RESTASIS ANTITRUST LITIGATION, MDL NO. 2819 (E.D.N.Y.)

Lieff Cabraser served as Co-Lead Counsel for indirect purchasers (third-party payors and consumers) of Restasis, a blockbuster drug used to treat dry-eye

disease. With co-counsel, we filed the first two class actions on behalf of indirect purchasers of Restasis, alleging a broad-based and ongoing anticompetitive scheme by pharmaceutical giant Allergan to maintain a market monopoly. The complaints detail a complex scheme by Allergan to list invalid patents with the FDA, accompanied by sham transfers of the invalid patents to secure immunity from challenge. This alleged scheme of government petitioning delayed competition from generic equivalents to Restasis that would have been just as safe and cheaper for consumers.

After several other lawsuits were filed, the Judicial Panel on Multidistrict Litigation granted Lieff Cabraser's motion to centralize all cases for pretrial proceedings. In late 2018, plaintiffs successfully defeated defendant's motion to dismiss the case. In May of 2020, the Court granted plaintiffs' class certification motion and plaintiffs' motion to exclude two of the defendant's experts, and the Second Circuit Court of Appeals denied defendant's appeal. In October 2021, the parties announced a settlement that would provide \$30 million to indirect Restasis purchasers. In August 2022, the Court approved the settlement.



SEAMAN V. DUKE UNIVERSITY, NO. 1:15- CV-00462 (M.D.N.C.)

Lieff Cabraser represented Dr. Danielle M. Seaman and a certified class of over 5,000 academic doctors at Duke and UNC in a class action lawsuit against Duke

University and Duke University Health System. The complaint charged that Duke and UNC entered into an express, secret agreement not to compete for each other's

faculty. The lawsuit sought to recover damages and obtain injunctive relief, including treble damages, for defendants' alleged violations of federal and North Carolina antitrust law.

On February 1, 2018, U.S. District Court Judge Catherine C. Eagles issued an order certifying a faculty class.

On September 24, 2019, Judge Eagles granted final approval to the proposed settlement of the case, valued at \$54.5 million. The settlement includes an unprecedented role for the United States Department of Justice to monitor and enforce extensive injunctive relief, which will ensure that neither Duke nor UNC will enter into or enforce any unlawful no-hire agreements or similar restraints on competition. Assistant Attorney General Delrahim remarked: "Permitting the United States to become part of this settlement agreement in this private antitrust case, and thereby to obtain all of the relief and protections it likely would have sought after a lengthy investigation, demonstrates the benefits that can be obtained efficiently for the American worker when public and private enforcement work in tandem."



NASHVILLE GENERAL V. MOMENTA PHARMACEUTICALS, ET AL., NO. 3:15-CV- 01100 (M.D. TENN.)

Lieff Cabraser represented AFCSME DC 37 and the Nashville General Hospital (the Hospital Authority of the Metropolitan

Government of Nashville) in a class-action antitrust case against defendants Momena Pharmaceuticals and Sandoz, Inc., for their alleged monopolization of enoxaparin, the generic version of the anti-coagulant blood clotting drug Lovenox, a highly profitable drug with annual sales of more than \$1 billion. The drug entered the market in 1995 and its patent was invalidated by the federal government in 2008, making generic production possible. The complaint alleged that defendants colluded to secretly bring the official batch-release testing standard for generics within the ambit of their patent, delaying the entry of the second generic competitor—a never-before-tried theory of liability. In 2019, the court certified a class of hospitals, third-party payors, and uninsured persons

in 29 states and DC, appointing Lief Cabraser sole lead counsel. In 2019, the parties agreed to a proposed settlement totaling \$120 million, the second largest indirect-purchaser antitrust pharmaceutical settlement fund in history after Cipro. On May 29, 2020, the Court granted final approval to the settlement.

IN RE DISPOSABLE CONTACT LENS ANTITRUST LITIGATION, MDL NO. 2626 (M.D. FLA.)

Lief Cabraser represented consumers who purchased disposable contact lenses manufactured by Alcon Laboratories, Inc., Johnson & Johnson Vision Care, Inc., Bausch + Lomb, and Cooper Vision, Inc. The complaint challenged the use by contact lens manufacturers of minimum resale price maintenance agreements with independent eye care professionals (including optometrists and ophthalmologists) and wholesalers. These agreements, the complaint alleged, operate to raise retail prices and eliminate price competition and discounts on contact lenses, including from “big box” retail stores, discount buying clubs, and online retailers. As a result, consumers across the United States paid artificially inflated prices. The case settled on terms favorable to plaintiffs.



HALEY PAINT CO. V. E.I. DUPONT DE NEMOURS AND CO. ET AL., NO. 10-CV-00318-RDB (D. MD.)

Lief Cabraser served as Co-Lead Counsel for direct purchasers of titanium dioxide in a nationwide class action lawsuit against E.I.

Dupont De Nemours and Co., Huntsman International LLC, Kronos Worldwide Inc., and Cristal Global (fka Millennium Inorganic Chemicals, Inc.), alleging a global cartel to fix the price of titanium dioxide, the world’s most widely used pigment for providing whiteness and brightness in paints, paper, plastics, and other products.

Plaintiffs charged that defendants coordinated increases in the prices for titanium dioxide despite declining demand, decreasing raw material costs, and industry overcapacity. Unlike some antitrust class actions, Plaintiffs proceeded without the benefit of any government investigation or proceeding. Plaintiffs overcame attacks on the pleadings, discovery obstacles, a rigorous class certification process that required two full rounds of briefing and expert analysis, and multiple summary judgment motions. In August 2012, the Court certified the class. Plaintiffs prepared fully for trial and achieved

a settlement with the final defendant on the last business day before trial. In December 2013, the Court approved a series of settlements with defendants totaling \$163 million.



CIPRO CASES I AND II, JCCP NOS. 4154 AND 4220 (CAL. SUPR. CT.)

Lief Cabraser represented California consumers and third party payors in a class action lawsuit filed in California state court

charging that Bayer Corporation, Barr Laboratories, and other generic prescription drug manufacturers conspired to restrain competition in the sale of Bayer’s blockbuster antibiotic drug Ciprofloxacin, sold as Cipro. Between 1997 and 2003, Bayer paid its would-be generic drug competitors nearly \$400 million to refrain from selling more affordable versions of Cipro.

The trial court granted defendants’ motion for summary judgment, and the California Court of Appeal affirmed in October 2011. Plaintiffs sought California Supreme Court review. The case was stayed after briefing pending the U.S. Supreme Court’s decision in *FTC v. Actavis*. Once the Supreme Court overturned lower federal court precedent from *Actavis* that pay-for-delay deals in the pharmaceutical industry were generally legal, plaintiffs and Bayer entered into settlement negotiations. In November 2013, the Trial Court approved a \$74 million settlement with Bayer.

On May 7, 2015, the California Supreme Court reversed the grant of summary judgment to defendants and resoundingly endorsed the rights of consumers to challenge pharmaceutical pay-for-delay settlements under California competition law. Working to the brink of trial, the plaintiffs reached additional settlements with the remaining defendants that brought the total recovery to \$399 million (exceeding plaintiffs’ damages estimate by approximately \$68 million), a result the trial court found “extraordinary.” The trial court granted final approval on April 21, 2017, adding that it was “not aware of any case” that “has taken roughly 17 years,” where, net of fees, end-payor “claimants will get basically 100 cents on the dollar[.]”

Lief Cabraser’s Cipro team received the 2017 American Antitrust Institute award for Outstanding Private Practice Antitrust Achievement for their

extraordinary work on the Cipro case. In addition, Lief Cabraser partners Eric B. Fastiff, Brendan P. Glackin, and Dean M. Harvey shared *The California Lawyer* and *The Daily Journal* 2016 "California Lawyers of the Year" Award for their work on the case.



IN RE TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION, MDL NO. 1827 (N.D. CAL.)

Lief Cabraser served as Co-Lead Counsel for direct purchasers in litigation against the world's leading manufacturers of Thin Film Transistor

Liquid Crystal Displays. TFT-LCDs are used in flat-panel televisions as well as computer monitors, laptop computers, mobile phones, personal digital assistants, and other devices. Plaintiffs charged that defendants conspired to raise and fix the prices of TFT-LCD panels and certain products containing those panels for over a decade, resulting in overcharges to purchasers of those panels and products.

In March 2010, the Court certified two nationwide classes of persons and entities that directly purchased TFT-LCDs from January 1, 1999 through December 31, 2006, one class of panel purchasers, and one class of buyers of laptop computers, computer monitors, and televisions that contained TFT-LCDs.

Over the course of the litigation, the classes reached settlements with all defendants except Toshiba. The case against Toshiba proceeded to trial. In July 2012, the jury found that Toshiba participated in the price-fixing conspiracy. The case was subsequently settled, bringing the total settlements in the litigation to over \$470 million. For his outstanding work in the precedent-setting litigation, *California Lawyer* recognized Richard Heimann with a 2013 California Lawyer of the Year award.



IN RE MUNICIPAL DERIVATIVES LITIGATION, MDL NO. 1950 (S.D.N.Y.)

Lief Cabraser represented the City of Oakland, the County of Alameda, City of Fresno, and the Fresno County Financing Authority, along with

East Bay Delta Housing and Finance Agency, in a class

action lawsuit brought on behalf of themselves and other California entities that purchased guaranteed investment contracts, swaps, and other municipal derivatives products from Bank of America, N.A., JP Morgan Chase & Co., Piper Jaffray & Co., Societe Generale SA, UBS AG, and other banks, brokers and financial institutions. The complaint charged that defendants conspired to give cities, counties, school districts, and other governmental agencies artificially low bids for guaranteed investment contracts, swaps, and other municipal derivatives products, which are used by public entities to earn interest on bond proceeds.

The complaint further charged that defendants met secretly to discuss prices, customers, and markets for municipal derivatives sold in the U.S. and elsewhere; intentionally created the false appearance of competition by engaging in sham auctions in which the results were pre-determined or agreed not to bid on contracts; and covertly shared their unjust profits with losing bidders to maintain the conspiracy.



CALIFORNIA VITAMINS CASES, JCCP NO. 4076 (CAL. SUPR. CT.)

Lief Cabraser served as Co-Liaison Counsel and Co-Chairman of the Plaintiffs' Executive Committee on behalf of a class of California indirect vitamin purchasers in every level of the chain of distribution alleging that certain vitamin manufacturers engaged in price fixing of particular vitamins. In January 2002, the Court granted final approval to a \$96 million settlement. In December 2006, the Court granted final approval to over \$8.8 million in additional settlements.

SULLIVAN V. DB INVESTMENTS, NO. 04-02819 (D. N.J.)

Lief Cabraser served as Class Counsel for consumers who purchased diamonds from 1994 through March 31, 2006, in a class action lawsuit against the De Beers group of companies. Plaintiffs charged that De Beers conspired to monopolize the sale of rough diamonds in the U.S. In May 2008, the District Court approved a \$295 million settlement for purchasers of diamonds and diamond jewelry, including \$130 million to consumers.

The settlement also barred De Beers from continuing its illegal business practices and required De Beers to submit to the jurisdiction of the Court to enforce the settlement. In December 2011, the Third Circuit Court of Appeals affirmed the District Court's order approving the settlement. 667 F.3d 273 (3rd Cir. 2011).

The hard-fought litigation spanned several years and countries. Despite the tremendous resources available to the U.S. Department of Justice and state attorney generals, it was only through the determination of private plaintiffs' counsel that De Beers was finally brought to justice and the rights of consumers were vindicated. Lief Cabraser attorneys played key roles in negotiating the settlement and defending it on appeal. Discussing the DeBeers case, *The National Law Journal* noted that Lief Cabraser was "among the plaintiffs' firms that weren't afraid to take on one of the business world's great white whales."



NATURAL GAS ANTITRUST CASES, JCCP NOS. 4221, 4224, 4226 & 4228 (CAL. SUPR. CT.)

In 2003, the Court approved a landmark of \$1.1 billion settlement in class action litigation against El Paso Natural Gas Co. for manipulating the market for natural gas pipeline transmission capacity into California. Lief Cabraser served as Plaintiffs' Co-Lead Counsel and Co-Liaison Counsel in the Natural Gas Antitrust Cases I-IV. In June 2007, the Court granted final approval to a \$67.39 million settlement against a group of natural gas suppliers. Plaintiffs charged defendants with manipulating the price of natural gas in California during the California energy crisis of 2000-2001 by a variety of means, including falsely reporting the prices and quantities of natural gas transactions to trade publications, which compiled daily and monthly natural gas price indices; prearranged wash trading; and, in the case of Reliant, "churning" on the Enron Online electronic trading platform, which was facilitated by a secret netting agreement between Reliant and Enron. The 2007 settlement followed a settlement reached in 2006 for \$92 million with other energy suppliers.

METHIONINE CASES I AND II, JCCP NOS. 4090 & 4096 (CAL. SUPR. CT.)

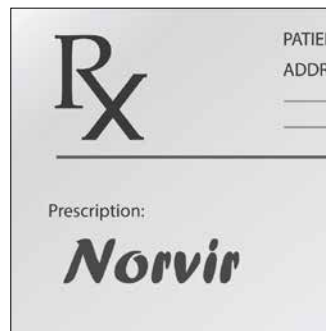
Lief Cabraser served as Co-Lead Counsel on behalf of indirect purchasers of methionine, an amino acid used primarily as a poultry and swine feed additive to enhance growth and production. Plaintiffs alleged that the companies illegally conspired to raise methionine prices to super-competitive levels. The case settled on terms favorable to plaintiffs.



MARCHBANKS TRUCK SERVICE V. COMDATA NETWORK, NO. 07-CV-01078 (E.D. PA.)

In July 2014, the Court approved a \$130 million settlement of a class action brought by truck stops and other retail fueling facilities that paid percentage-based transaction fees to Comdata on proprietary card transactions using Comdata's over-the-road fleet card. The complaint challenged arrangements among Comdata, its parent company Ceridian LLC, and three national truck stop chains: defendants TravelCenters of America LLC and its wholly owned subsidiaries, Pilot Travel Centers LLC and its predecessor Pilot Corporation, and Love's Travel Stops & Country Stores, Inc. The alleged anticompetitive conduct insulated Comdata from competition, enhanced its market power, and led to independent truck stops' paying artificially inflated transaction fees.

In addition to the \$130 million payment, the settlement required Comdata to change certain business practices to promote competition among payment cards used by over-the-road fleets and truckers and lead to lower merchant fees for the independent truck stops. Lief Cabraser served as Co-Lead Class Counsel in the litigation.



MEIJER V. ABBOTT LABORATORIES, NO. C 07-5985 CW (N.D. CAL.)

Lief Cabraser served as co-counsel for the group of retailers charging that Abbott Laboratories monopolized the market for AIDS medicines used in conjunction with Abbott's prescription

drug Norvir. These drugs, known as Protease Inhibitors, have enabled patients with HIV to fight off the disease and live longer. In January 2011, the Court denied Abbott's motion for summary judgment on plaintiffs' monopolization claim. Trial commenced in February 2011. After opening statements and the presentation of four witnesses and evidence to the jury, plaintiffs and Abbott Laboratories entered into a \$52 million settlement. The Court granted final approval to the settlement in August 2011.



**WHOLESALE
ELECTRICITY
ANTITRUST CASES I &
II, JCCP NOS. 4204 &
4205 (CAL. SUPR. CT.)**

Lieff Cabraser served as Co-Lead Counsel in the private class action litigation against Duke Energy Trading & Marketing, Reliant

Energy, and The Williams Companies for claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-2001. Extending the landmark victories for California residential and business consumers of electricity, in September 2004 plaintiffs reached a \$206 million settlement with Duke Energy Trading & Marketing, and in August 2005 plaintiffs reached a \$460 million settlement with Reliant Energy, settling claims that the companies manipulated California's wholesale electricity markets during the California energy crisis of 2000-01. Lieff Cabraser earlier entered into a settlement for over \$400 million with The Williams Companies.

IN RE BUSPIRONE ANTITRUST LITIGATION,



**MDL NO. 1413
(S.D.N.Y.)**

In November 2003, Lieff Cabraser obtained a \$90 million cash settlement for individual consumers, consumer organizations, and third party payers that purchased BuSpar,

a drug prescribed to alleviate symptoms of anxiety. Plaintiffs alleged that Bristol-Myers Squibb Co. (BMS), Danbury Pharmacal, Inc., Watson Pharmaceuticals, Inc. and Watson Pharma, Inc. entered into an unlawful agreement in restraint of trade under which BMS paid a potential generic manufacturer of BuSpar to drop its

challenge to BMS' patent and refrain from entering the market. Lieff Cabraser served as Plaintiffs' Co-Lead Counsel.

IN RE ELECTRICAL CARBON PRODUCTS ANTITRUST LITIGATION, MDL NO. 1514 (D.N.J.)

Lieff Cabraser represented the City and County of San Francisco and a class of direct purchasers of carbon brushes and carbon collectors on claims that producers fixed the price of carbon brushes and carbon collectors in violation of the Sherman Act. The case settled on terms favorable to plaintiffs.



**IN RE CARPET
ANTITRUST
LITIGATION, MDL NO.
1075 (N.D. GA.)**

Lieff Cabraser served as Class Counsel and a member of the trial team for a class of direct purchasers of twenty-ounce level loop polypropylene carpet. Plaintiffs, distributors

of polypropylene carpet, alleged that defendants, seven manufacturers of polypropylene carpet, conspired to fix the prices of polypropylene carpet by agreeing to eliminate discounts and charge inflated prices on the carpet. In 2001, the Court approved a \$50 million settlement of the case.

**IN RE LASIK/PRK ANTITRUST LITIGATION, NO. CV
772894 (CAL. SUPR. CT.)**

Lieff Cabraser served as a member of Plaintiffs' Executive Committee in class actions brought on behalf of individuals who underwent Lasik/PRK eye surgery. Plaintiffs alleged that defendants, the manufacturers of the laser system used for the laser vision correction surgery, manipulated fees charged to ophthalmologists and others who performed the surgeries, and that the overcharges were passed onto the patients. In December 2001, the Court approved a \$12.5 million settlement of the litigation.

IN RE LUPRON MARKETING AND SALES PRACTICES LITIGATION, MDL NO. 1430 (D. MASS.)

In May 2005, the Court granted final approval to a settlement of a class action lawsuit by patients, insurance companies and health and welfare benefit plans that paid for Lupron, a prescription drug used to treat prostate cancer, endometriosis and precocious puberty. The settlement requires the defendants, Abbott

Laboratories, Takeda Pharmaceutical Company Limited, and TAP Pharmaceuticals, to pay \$150 million, inclusive of costs and fees, to persons or entities who paid for Lupron from January 1, 1985 through March 31, 2005. Plaintiffs charged that the defendants conspired to overstate the drug's average wholesale price ("AWP"), which resulted in plaintiffs paying more for Lupron than they should have paid. Lief Cabraser served as Co-Lead Plaintiffs' Counsel.



IN THE MATTER OF THE ARBITRATION BETWEEN COPYTELE AND AU OPTRONICS, CASE NO. 50 117 T 009883 13 (INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION)

Lieff Cabraser successfully represented CopyTele, Inc. in a commercial dispute involving intellectual property. In 2011, CopyTele entered into an agreement with AU Optronics ("AUO") under which both companies would jointly develop two groups of products incorporating CopyTele's patented display technologies. CopyTele charged that AUO never had any intention of jointly developing the CopyTele technologies, and instead used the agreements to fraudulently obtain and transfer licenses of CopyTele's patented technologies. The case required the review of thousands of pages of documents in Chinese and in English, culminating in a two week arbitration hearing. The parties resolved the matter in December 2014 with CopyTele receiving \$9 million.

LABOR-ANTITRUST

Workers whose pay and mobility have been suppressed because of "no-poach" agreements have the right to seek lost income and to put an end to the unlawful restrictions. Lief Cabraser's Labor Antitrust practice group leads the nation in representing workers asserting antitrust and competition claims against employers. It is the first practice group of its kind, bringing together the expertise of both antitrust and employment lawyers to ensure that workers receive the benefit of free competition for their labor.

Representative Current Cases



ROE V. SURGICAL CARE AFFILIATES, LLC., ET AL., CASE NO. 1:21-CV-00305-ARW-SRH (N.D. ILL.)

We have been appointed Co-Lead Counsel for plaintiffs in a consolidated federal class action lawsuit against medical care

center giant Surgical Care Affiliates for violations of U.S. antitrust laws. The civil case comes in the wake of a federal indictment regarding SCA's alleged antitrust

violations, and alleges that employee compensation and mobility were criminally suppressed at Surgical Care Affiliates via illegal agreements between SCA and its competitors not to compete for each other's senior employees.

LABOR-ANTITRUST

Achievements & Successes



**IN RE: RAILWAY
INDUSTRY
EMPLOYEE NO-
POACH ANTITRUST
LITIGATION, MDL NO.
2850 (W.D. PA.)**

In late 2018, Lief Cabraser was selected as interim Co-Lead Counsel for plaintiffs in the consolidated “no-poach” employee

antitrust litigation against rail equipment companies Knorr-Bremse and Wabtec, the world’s dominant rail equipment suppliers. The complaint charged that the companies entered into unlawful agreements with one another not to compete for each other’s employees. Plaintiffs alleged that these agreements spanned several years, were monitored and enforced by defendants’ senior executives, and achieved their desired goal of suppressing employee compensation and mobility below competitive levels. Plaintiffs’ vigorous prosecution of the case led to settlements with both defendants of \$48.95 million, which were approved on August 26, 2020.



**SEAMAN V. DUKE
UNIVERSITY AND DUKE
UNIVERSITY HEALTH
SYSTEM, CASE NO.
1:15-CV-00462-CCE-
JLW (M.D. N.C.)**

We won a \$54.5 million settlement and the American Antitrust Institute’s 2019 award for “Outstanding Antitrust Litigation Achievement in

Private Law Practice” representing a class of over 5,000 academic doctors in a federal class action against Duke University and the UNC Health Care System alleging that their agreement not to compete for certain of each other’s employees (a “No-Hire” pact) illegally suppressed employee compensation. The settlement included an unprecedented role for the U.S. Department of Justice to monitor and enforce extensive injunctive relief.

**BINOTTI V. DUKE UNIVERSITY, CASE NO. 1:20-CV-00470
(M.D. N.C.)**

We won a \$19 million settlement representing a class of thousands of faculty members in a federal class action against Duke University and UNC alleging that their illegal agreement not to compete for certain of each other’s employees (a “No-Hire” pact) suppressed employee compensation and mobility. The litigation followed a prior case Lief Cabraser successfully resolved with respect to Duke and UNC medical faculty, which led to a certified class of all doctors of the two schools with academic appointments, and a class settlement of \$54.5 million.



**IN RE HIGH-TECH EMPLOYEE ANTITRUST LITIGATION,
NO. 11 CV 2509 (N.D. CAL.)**

Lief Cabraser served as Co-Lead Class Counsel in a consolidated class action charging that Adobe Systems Inc., Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm Ltd., and Pixar violated antitrust laws by conspiring to suppress the pay of technical, creative, and other salaried employees. The complaint alleged that the conspiracy among defendants restricted recruiting of each other’s employees. On October 24, 2013, U.S. District Court Judge Lucy H. Koh certified a class of approximately 64,000 persons who worked in defendants’ technical, creative, and/or research and development jobs from 2005-2009. On September 2, 2015, the Court approved a \$415 million settlement with Apple, Google, Intel, and Adobe. Earlier, on May 15, 2014, the Court approved partial settlements totaling \$20 million resolving claims against Intuit, Lucasfilm, and Pixar. *The Daily Journal* described the case as the “most significant antitrust employment case in recent history,” adding that it “has been widely recognized as a legal and public policy breakthrough.”

CIVIL RIGHTS & SOCIAL JUSTICE

Lieff Cabraser has an entire practice group dedicated to its clients' civil rights in the workplace. In addition, Lieff Cabraser has a long and deep commitment to pro bono and other case work in support of diversity, equity, and social justice.

Representative Current Cases

On an on-going basis, Lieff Cabraser participates in pro bono representation through the Justice & Diversity Center (JDC) of the Bar Association of San Francisco, including in its Eviction Defense Project helping to prevent displacement and homelessness in San Francisco. Every summer, Lieff Cabraser also participates in JDC's Homeless Advocacy Project as part of the firm's summer associate program client work. Lieff Cabraser also takes on numerous special pro bono projects.

Representative Achievements & Successes



SCHOLL V. MNUCHIN, ET AL., NO. 4:20-CV-05309-PJH (N.D. CAL.)

In March 2020, in response to Covid-19 financial distress, Congress passed the CARES Act to provide economic stimulus payments to most Americans. Trump government agencies thereafter arbitrarily denied relief to America's incarcerated. Lieff Cabraser and co-counsel Equal Justice Society filed suit against the government in an extraordinary and resoundingly successful effort to win back CARES Act benefits for 2 million incarcerated Americans. A veritable army of paralegals fielded thousands upon thousands of inquiries, including via a new website receiving 725,000+ visits in mere months. By 2021, these efforts won \$1.465 billion in economic assistance for vulnerable people in American prisons, and contributed powerfully to the body of law permitting IRS policies to be challenged under the APA in federal court. This is the largest financial settlement by far in U.S. history for a purposefully disenfranchised group.

"HOW TO BE A GOOD ALLY" CONFERENCE, 2017

In late 2016, Kelly M. Dermody, then-Chair of the firm's Labor & Employment practice group and San Francisco office Managing Partner, conceived and coordinated the enormously successful SF Bay Area "How to be a Good Ally" project and symposium, attended by 1,300 legal

professionals. The symposium, held in San Francisco in January 2017, united scores of California and national non-profit organizations with the legal community in an effort to assist communities in need, including in the areas of hate crimes and Anti-Semitism, government targeting of Muslims, attacks on immigrants and the undocumented, domestic violence and sexual assault, healthcare for people with disabilities and medical vulnerabilities, backlash against the LGBT community, criminalization of communities of color, reproductive rights, worker justice, and saving the environment.



MONK V. SHULKIN (FED. CIRCUIT COURT OF APPEAL)

In the summer of 2016, Lieff Cabraser filed an amicus brief on behalf of Administrative Law Professors and Complex Litigation Law Professors in *Monk v. Shulkin* in the United States Court of Appeals for the Federal Circuit in support of Conley F. Monk, Jr.'s petition to certify a class action over the claims of thousands of veterans whose benefits claims had been delayed or denied. Citing in part that amicus brief, on April 26, 2017, the Court issued a precedential opinion holding, for the first time, that the Veterans Courts have authority to certify classes in the absence of an express Rule 23 or similar device to promote efficiency and fairness.

HOGUE V. HOGUE, NO. C083285 (3D CIRCUIT CALIFORNIA COURT OF APPEAL)

On September 29, 2017, Lieff Cabraser secured a unanimous victory in the California Court of Appeal for a pro bono client who sought a restraining order against her ex-husband. The case, *Hogue v. Hogue*, resolved an issue of first impression in the California courts as to whether California may assert jurisdiction over an out-of-state defendant who makes cyber threats against a California resident. Lieff Cabraser worked on the case with the non-profit organization, Family Violence Appellate Project.



HOLOCAUST CASES

Lieff Cabraser was one of the leading firms that prosecuted claims by Holocaust survivors and the heirs of Holocaust survivors and victims against banks and private manufacturers and other corporations who enslaved and/

or looted the assets of Jews and other minority groups persecuted by the Nazi Regime during the Second World War era. The firm served as Settlement Class Counsel in the case against the Swiss banks for which the Court approved a U.S. \$1.25 billion settlement in July 2000. Lieff Cabraser donated its attorneys' fees in the Swiss Banks case, in the amount of \$1.5 million, to endow a Human Rights clinical chair at Columbia University Law School. The firm was also active in slave labor and property litigation against German and Austrian defendants, and Nazi-era banking litigation against French banks. In connection therewith, Lieff Cabraser participated in multi-national negotiations that led to Executive Agreements establishing an additional approximately U.S. \$5 billion in funds for survivors and victims of Nazi persecution.

Commenting on the work of Lieff Cabraser and co-counsel in the litigation against private German corporations, entitled *In re Holocaust Era German Industry, Bank & Insurance Litigation* (MDL No. 1337), U.S. District Court Judge William G. Bassler stated on November 13, 2002:

"Up until this litigation, as far as I can tell, perhaps with some minor exceptions, the claims of slave and forced labor fell on deaf ears. You can say what you want to say about class actions and about attorneys, but the fact of the matter is, there was no attention to this very, very large group of people by Germany, or by German industry until these cases were filed. . . . What has been accomplished

here with the efforts of the plaintiffs' attorneys and defense counsel is quite incredible. . . . I want to thank counsel for the assistance in bringing us to where we are today. Cases don't get settled just by litigants. It can only be settled by competent, patient attorneys."



MARRIAGE EQUALITY

Lieff Cabraser took an active role in support of marriage equality in California and nationwide. On March 5, 2015, Lieff Cabraser joined 378 businesses to ask the United States Supreme Court to strike down

state law bans on same-sex marriage in connection with the pending case, *Obergefell v. Hodges*. On Friday, June 26, 2015, the U.S. Supreme Court made history in *Obergefell* by ruling that the U.S. Constitution protects the rights of same-sex couples to become legally married everywhere in the country.

Lieff Cabraser previously participated as an amicus party in the similar employer brief filed in the 2013 landmark United States Supreme Court case, *United States v. Windsor* (the challenge to the federal Defense of Marriage Act), and served as amici counsel in connection with the 2013 United States Supreme Court case challenging California's Proposition 8, *Perry v. Hollingsworth*.

Earlier, before the California Supreme Court in *Strauss v. Horton*, 46 Cal. 4th 364 (2008), Lieff Cabraser served as Amici Curiae counsel for forty bar and legal advocacy non-profit organizations throughout California and nationwide. Amici Curiae argued that Proposition 8's denial of equal protection to a class of individuals with respect to a fundamental right violated the California Constitution.



"TIME'S UP" PROJECT

On January 2, 2018, a group of five Lieff Cabraser attorneys joined 300 prominent actresses, female agents, writers, directors, producers, and entertainment executives, as well as many other

lawyers nationwide in the new "Time's Up" initiative

in a concerted effort to combat sexual harassment, discrimination, and abuse in the workplace. The initiative began with a new legal defense fund, intended to aid less-privileged women in protecting themselves from sexual misconduct; proposals of legislation to penalize companies that allow persistent harassment and discourage the use of nondisclosure agreements for silencing victims; and an ongoing drive to reach gender parity at studios and talent agencies.



SANCTUARY JURISDICTIONS CASES

On June 28, 2017, Lieff Cabraser and a coalition of 48 cities and counties across the U.S. filed an amicus brief in San Francisco federal court to support the cases filed by the County of Santa Clara and the City and County of San Francisco asking the federal courts to reject the Trump Administration's efforts to dismiss cases seeking to halt the Executive Order threatening the withdrawal of federal funds from so-called "sanctuary jurisdictions," explaining that the Executive Order was unconstitutional and that the public would suffer irreparable harm unless the court left its preliminary injunction in place. The brief followed earlier, similar amicus briefs in the cases from our firm in March of 2017. The cases, *County of Santa Clara v. Trump*, Case No. 5:17-cv-00574, and *City and County of San Francisco v. Trump*, Case No. 3:17-cv-00485, were pending before the United States Judge William H. Orrick. On November 20, 2017, Judge Orrick permanently blocked the Order attempting to cut federal funding from cities that restrict cooperation with U.S. immigration authorities. "President Trump might be able to tweet whatever comes to mind, but he can't grant himself new authority because he feels like it," the judge said in a statement.

LUSARDI V. MCHUGH, MDL NO. 1827 (N.D. CAL.)

On April 1, 2015, Lieff Cabraser secured a precedent-setting victory before the Equal Employment Opportunity Commission in which the Commission held that denial of access to the bathroom of one's gender identity is unlawful sex discrimination in violation of federal Title VII of the Civil Rights Act of 1964. Lieff Cabraser, along with

Transgender Law Center, represented Tamara Lusardi, a transgender woman who transitioned while working for a military defense contractor in Alabama, and was thereafter harassed and denied access to the women's bathroom. Since this case, Lieff Cabraser has been an ongoing and frequent collaborator with Transgender Law Center on research and litigation strategy work.

CRUZ V. U.S., ESTADOS UNIDOS MEXICANOS, WELLS FARGO BANK, ET AL., NO. 01-0892-CRB (N.D. CAL.)

Working with co-counsel, Lieff Cabraser succeeded in correcting an injustice that dated back 60 years. The case was brought on behalf of Mexican workers and laborers, known as Braceros ("strong arms"), who came from Mexico to the United States pursuant to bilateral agreements from 1942 through 1946 to aid American farms and industries hurt by employee shortages during World War II in the agricultural, railroad, and other industries. As part of the Braceros program, employers held back 10% of the workers' wages, which were to be transferred via United States and Mexican banks to savings accounts for each Bracero. The Braceros were never reimbursed for the portion of their wages placed in the forced savings accounts.

Despite significant obstacles including the aging and passing away of many Braceros, statutes of limitation hurdles, and strong defenses to claims under contract and international law, plaintiffs prevailed in a settlement in February 2009. Under the settlement, the Mexican government provided payments to Braceros, or their surviving spouses or children, in the amount of approximately USD\$3,500.



CITY OF PHILADELPHIA V. WELLS FARGO

Lieff Cabraser secured a \$10 million settlement in 2019 of the city's housing discrimination claims that involved the bank funding city programs for communities affected by lending discrimination and agreeing to other relief as well.

CONSUMER PROTECTION

Lieff Cabraser has been fighting to uphold the rights of consumers for over 50 years. Deceptive and fraudulent practices including false advertising, bait and switch marketing, phony bookkeeping disclosures, unconscionable pricing, and charging for services never provided are just a few of the many unfair and deceptive practices rogue players use to defraud and steal from consumers. These deceptive business practices also distort the marketplace by allowing dishonest businesses to gain unfair advantage over ethical competitors. We are proud of our ongoing successes in prosecuting scores of consumer class action lawsuits against many of the largest U.S. banks, financial service companies, telecommunications companies, and other corporations. Working with co-counsel, we have achieved judgments and settlements in excess of \$20 billion for consumers in these cases.

Representative Current Cases



**BIEDERMAN, ET AL.
V. FCA US LLC, ET AL.,
CASE NO. 1:23-CV-
06640 (N.D. CAL.)**

In December 2023, the United States Department of Justice and California Attorney General announced a record-breaking \$1.675 billion

fine and consent decree with engine-maker Cummins, Inc. for installing illegal defeat devices in engines equipped in Ram 2500 and 3500 diesel trucks. Historic in many ways, it is just the latest in a long line of diesel-emissions cheating cases, starting with Volkswagen “Clean Diesel,” which Lieff Cabraser steered to a series of successful resolutions providing close to \$15 billion in consumer compensation.

After the announcement, Lieff Cabraser and co-counsel filed a federal class action complaint against both Cummins and the vehicle maker (FCA) to ensure that the owners and lessees of the affected vehicles—the true victims of the fraud—are also compensated for their economic losses, including for any performance-related degradation stemming from the emissions-related recalls. The litigation is ongoing.

LEMMO’S PIZZERIA, LLC V. DISCOVER FINANCIAL SERVICES ET. AL., CASE NO. 1:23-CV-14250 (N.D. ILL.)

In 2023, Lieff Cabraser and co-counsel filed a class action lawsuit alleging that Discover engaged in a years-long practice of misclassifying credit card transactions. Plaintiffs in the case allege that for millions of transactions, Discover misclassified the cards used as being Commercial cards when they were really Consumer cards (which are generally subject to lower per-transaction fees than Commercial cards), resulting in merchants throughout the United States paying hundreds of millions

of dollars in excessive per transaction charges. The litigation is ongoing.



**RABIN ET AL. V.
GOOGLE LLC, CASE
NO. 5:22-CV-04547-PCP
(N.D. CAL.)**

Lieff Cabraser, along with co-counsel, represents a proposed nationwide class of early adopters of the Google Workspace service. Plaintiffs in the case allege that Google

promised these customers continuing free access to the service, to entice them to sign up so that Google could then benefit from these customers’ experiences and use of the service to develop and fine-tune the service, thus putting Google in a position to market the service to other customers for a fee. Plaintiffs allege that Google breached its promise of continuing free service to these customers in 2022, forcing them to either give up or pay for the service. In 2024, the District Court denied Google’s motion to dismiss plaintiffs’ claims for breach of contract and under California’s Unfair Competition Law.

CAPPS ET AL. V. UNITED SERVICES AUTOMOBILE ASSOCIATION ET AL., CASE 5:24-CV-00455-OLG (W.D. TEX.)

Lieff Cabraser, along with co-counsel, represents a proposed nationwide class of USAA insurance customers. Plaintiffs allege that USAA deliberately created the false impression that these customers were USAA “members” while concealing and obfuscating that they were, in essence “fake members,” and did not receive benefits provided only to “real” members (limited to officer class customers), including an annual distribution of company

surplus. Plaintiffs allege claims for deceptive trade practices and for breach of contract.

NICHOLS V. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, CASE NO. 2:22-CV-16 (S.D. OHIO)

This class action lawsuit alleges that State Farm systematically underpaid Ohio automobile insurance customers that had “totaled” vehicles. Plaintiffs allege that, in valuing the customers’ total loss vehicles, State Farm applied an improper “typical negotiation adjustment” that was not permitted by law or the insurance contract, one that unjustifiably lowered the amounts that State Farm paid to the customers. The litigation is ongoing.

AUTHORS COPYRIGHT CASE AGAINST OPENAI & MICROSOFT

Lieff Cabraser, with co-counsel, has been appointed Interim Co-Lead Counsel in copyright class action litigation on behalf of authors against OpenAI and Microsoft. The case is pending in the Southern District of New York. Plaintiffs allege that the defendants’ wholesale reproduction of copyright-registered work ran afoul of the Copyright Act, constituted direct and contributory infringement, and was willful. Discovery is ongoing.

CONSUMER PROTECTION

Representative Achievements & Successes



EXPRESS FREIGHT INTERNATIONAL, ET AL. V. HINO MOTORS, LTD., ET AL., CASE NO. 1-22-CV-22483-DPG (S.D. FLA.)

In August of 2022, Lieff Cabraser and co-counsel filed a federal class action complaint against Hino Motors

and related entities alleging another instance in the now-pervasive problem across the automotive industry: automaker schemes about vehicle emissions and related performance. As with other well-known instances of emissions fraud—the Volkswagen “Clean Diesel” case; the Fiat Chrysler “EcoDiesel” case; the “Audi CO2” gasoline case; the Mercedes-Benz BlueTEC case; and the data manipulation scandals by Japanese automakers Mitsubishi Motors, Suzuki, Mazda, and Yamaha are just a few examples—the Plaintiffs in *Express Freight v. Hino* allege that the Defendants in the case illegally manipulated emissions and fuel economy test results for Hino-branded trucks in the United States. In 2023, the parties reached a class settlement that provides \$237.5 million in cash compensation as well as a robust extended warranty valued at an additional \$208 million. The Court granted final approval to the settlement in April 2024.



KONA COFFEE ADVERTISING FRAUD CLASS ACTION CORKER, ET AL. V. COSTCO WHOLESALE CORP., ET AL., NO. 1:19-CV-290 (W.D. WASH.)

In October 2023, U.S. District Judge Robert S. Lasnik granted final approval to the latest settlement in a lawsuit brought by Hawaiian farmers accusing retailers and suppliers of selling regular coffee under the name “Kona.” Defendants have agreed to provide Kona farmers more than \$122 million in economic relief, including \$41 million in cash payments to the Kona growers and a host of labeling and business practice changes to ensure accurate and reliable labeling of Kona coffee products. In approving the latest settlement, Judge Lasnik described this litigation as one “of the most impressive class action cases I have dealt with in my time on the federal bench, and the results as “great for justice ... a real result that makes people whole again.”

Lieff Cabraser brought suit on behalf of the farmers in 2019, claiming that only coffee harvested from Hawaii's Big Island is actually Kona coffee, and that those companies—almost two dozen named in the original suit—were selling beans and ground coffee under the name without buying from them, in violation of the Lanham Act. The David vs. Goliath style case pitted three small, longtime Kona coffee farms against 22 major coffee suppliers and retailers, selling a variety of mislabeled coffee products across the country in multiple channels of commerce.



VOLKSWAGEN/PORSCHE EMISSION & FUEL ECONOMY LITIGATION

Lieff Cabraser represented consumers nationwide in a class action against Porsche relating to vehicles that can experience worse fuel economy than promised and advertised. The complaint alleged that Porsche manipulated certain gas-powered vehicles to overstate their advertised fuel economy, and make them seem more ecofriendly than they actually were by securing fraudulent emissions certifications. In June of 2022, Porsche agreed to settle the case for \$80 million, paying class members nearly 100% of their damages. In October 2022, the Court granted final approval to the settlement.



GRIGSON V. FARMERS GROUP, INC., CASE NO. 1:17-CV-00088-LY (W.D. TEX.)

Lieff Cabraser, along with co-counsel, represented a state-wide class of Farmers Texas automobile insurance customers. Plaintiffs alleged that Farmers unfairly

discriminated against them and other existing customers by walling them off in a “closed” insurance book and precluding them from accessing Farmers’ “open” insurance book that had lower rates for materially the same coverages, was supposed to be available to existing customers, but that Farmers only made available to new customers. In 2020, the Court approved a \$52 million class settlement that provided direct monetary payments to the class members.

CYMBALISTA ET AL. V. JPMORGAN CHASE BANK, N.A., CASE 2:20-CV-00456-RPK-LB (E.D.N.Y.)

Lieff Cabraser, along with co-counsel, represented a class of Chase mortgage customers. Plaintiffs alleged that Chase failed to pay interest on the funds held in the customers’ mortgage escrow accounts, in violation of certain state laws. In 2022, the Court approved a an \$11.5 million class settlement, which provided direct monetary relief to class members.

LUSNAK V. BANK OF AMERICA, N.A., CASE NO. CV 14-1855-GW-GJSX (N.D. CAL.)

Lieff Cabraser, along with co-counsel, represented a state-wide class of Bank of America mortgage customers. Plaintiffs alleged that Bank of America failed to pay interest on the funds held in the customers’ mortgage escrow accounts, as required by California law. After overcoming on appeal Bank of America’s argument that the claims were preempted by the National Bank Act, the parties reached a \$35 million class settlement (approximately 80% of the alleged damages). The settlement was approved in 2020. In addition, following Plaintiff’s successful appeal in this case on the preemption issue, Bank of America changed its policies and practices—beginning in 2019, Bank of America began paying escrow interest for all residential mortgage escrow accounts in California.

PATTI’S PITAS LLC ET AL. V. WELLS FARGO MERCHANT SERVICES, LLC, CASE NO. 1:17-CV-04583 (AKT) (E.D.N.Y.)

Lieff Cabraser, along with co-counsel, represented a nationwide class of merchants in a class action alleging that WFMS induced the merchants to enter into contracts by failing to properly disclose the true payment processing rates and charges that would apply, and then breached their contracts by increasing rates and fees and by imposing certain fees and charges that were improper and/or not adequately disclosed. In 2021, the Court approved a class settlement that provided monetary payments to class members and included important practice changes.

VIANU ET. AL. V. AT&T MOBILITY LLC, CASE NO. 3:19-CV-03602-LB (N.D. CAL.)

Lieff Cabraser, along with co-counsel, represented a class of California AT&T wireless customers, challenging AT&T's charging of monthly Administrative Fees. Plaintiffs alleged that AT&T's representations and advertisements regarding the monthly price of its wireless service plans were misleading because the prices did not include the Administrative Fee, and that AT&T implemented and charged the fee in a deceptive and unfair manner. In 2022, the Court approved a \$14 million settlement that provided monetary payments to the class.

**ZF-TRW AIRBAG SAFETY DEFECT LAWSUITS**

In 2019, Lieff Cabraser and co-counsel filed a federal class action lawsuit in California on behalf of consumers across the U.S. against Hyundai Motor America, Kia Motor America, and ZF-TRW Automotive Holding Corp. over defective vehicle airbags that fail to operate during crashes due to electrical overstress. As detailed in the Complaint, a defect in the application specific integrated circuit built into the airbags causes a failure in the Airbag Control Unit that prevents the airbags and the seat belt pre-tensioners, both vital to maximizing safety in a vehicle crash, from deploying. As the Complaint further alleges, ZF-TRW, Hyundai, and Kia became aware of the ACU defect as early as 2011, but did nothing to protect consumers or warn of the product dangers until 2018. Further, reports indicate there are no warning signs of the problem, so owners and lessees have no way of knowing the airbag and belt failures will happen.

CLEARY ET AL. V. AMERICAN AIRLINES, INC., CASE NO. 4:21-CV-00184-O (N.D. TEX.)

Lieff Cabraser and co-counsel represented American Airlines customers that plaintiffs alleged were improperly charged checked bag fees contrary to email confirmations they received from American and contrary to the terms in American partner credit card agreements. In 2023, the Court approved a class settlement valued at over \$7.5 million.

**MARCUS A. ROBERTS ET AL. V. AT&T MOBILITY LLC., NO. 3:15-CV-3418 (N.D. CAL.)**

Lieff Cabraser represented California consumers in a class action lawsuit against AT&T claiming that AT&T falsely advertised that its "unlimited" mobile phone plans provide "unlimited" data, while purposefully failing to disclose that it regularly "throttles" (i.e., intentionally slows) customers' data speed once they reach certain data usage thresholds. After overcoming AT&T's attempts to force the consumers into non-class arbitration, Plaintiffs achieved a \$12 million class settlement, approved in 2021, which provided direct monetary relief to class members.

TELEPHONE CONSUMER PROTECTION ACT LITIGATION

Lieff Cabraser serves as a leader in nationwide Telephone Consumer Protection Act ("TCPA") class actions challenging abusive and harassing automated calls. Based on Lieff Cabraser's experience and expertise in these cases, courts have appointed Lieff Cabraser as co-lead counsel in certified TCPA class actions against DIRECTV. *Brown v. DirecTV, LLC*, No. CV 13-1170 DMG (EX), 2019 WL 1434669 (C.D. Cal. Mar. 29, 2019); *Cordoba v. DirecTV, LLC*, 320 F.R.D. 582 (N.D. Ga. 2017). Lieff Cabraser also maintains leadership roles in ongoing nationwide class actions against several other companies that make automated debt-collection or telemarketing calls, including National Grid (*Jenkins v. National Grid USA, et al.*, Case No. 2:15-cv-01219-JS-GRB (E.D.N.Y.)).

JAMES V. UMG RECORDINGS, INC., NO. CV-11-1613 (N.D. CAL); ZOMBIE V. UMG RECORDINGS, INC., NO. CV-11-2431 (N.D. CAL)

Lieff Cabraser and its co-counsel represented music recording artists in a class action against Universal Music Group. Plaintiffs alleged that Universal failed to pay the recording artists full royalty income earned from customers' purchases of digitally downloaded music from vendors such as Apple iTunes. Plaintiffs alleged that Universal licensed plaintiffs' music to digital download providers, but in its accounting of the royalties plaintiffs earned, treated such licenses as "records sold" because royalty rates for "records sold" were lower than the royalty

rates for licenses. In 2015, the Court approved a \$11.5 million class settlement.

WHITE V. EXPERIAN INFORMATION SOLUTIONS, NO. 05-CV-1070 DOC (C.D. CAL.)

In 2005, plaintiffs filed nationwide class action lawsuits against the nation's three largest repositories of consumer credit information, Experian Information Solutions, Inc., Trans Union, LLC, and Equifax Information Services, LLC. The complaints charged that defendants violated the Fair Credit Reporting Act ("FCRA") by recklessly failing to follow reasonable procedures to ensure the accurate reporting of debts discharged in bankruptcy and by refusing to adequately investigate consumer disputes regarding the status of discharged accounts.

In 2008, the District Court approved a partial settlement of the action that established an historic injunction. The injunctive relief settlement required defendants to comply with detailed procedures for the retroactive correction and updating of consumers' credit file information concerning discharged debt (affecting one million consumers who had filed for bankruptcy dating back to 2003), as well as new procedures to ensure that debts



subject to future discharge orders will be similarly treated. As noted by the District Court, "Prior to the injunctive relief order entered in the instant case, however, no verdict or reported decision had ever required Defendants to implement procedures to cross-check data between their furnishers and their public record providers."

In 2018, the District Court approved a further class settlement that provided \$38.7 million in non-reversionary cash benefits plus additional important benefits for class members.

IN RE ARIZONA THERANOS, INC. LITIGATION, NO. 2:16-CV-2138-HRH (D. ARIZ.)

This class action lawsuit alleged that Walgreens and startup company Theranos Inc. (along with its two top executives) committed fraud and battery by prematurely marketing to consumers blood testing services that were still in-development, not ready-for-market, and dangerously unreliable. Hundreds of thousands of consumers in Arizona and California submitted to these "testing" services and blood draws under false pretenses.

Consumers also made major health decisions (including taking actions and medication, and refraining from taking actions and medications) in reliance on these unreliable tests. In 2024, the Court approved class settlements totaling \$45.33 million that will provide direct monetary relief to the class members.



MOORE V. VERIZON COMMUNICATIONS, NO. 09-CV-01823-SBA (N.D. CAL.); NWABUEZE V. AT&T, NO. 09-CV-1529 SI (N.D. CAL.); TERRY V. PACIFIC BELL TELEPHONE CO., NO. RG 09 488326 (ALAMEDA COUNTY SUP. CT.)

Lieff Cabraser, with co-counsel, represented nationwide classes of landline telephone customers subjected to the deceptive business practice known as "cramming." In this practice, a telephone company bills customers for unauthorized third-party charges assessed by billing aggregators on behalf of third-party providers. Settlements in the cases were approved in 2013 and 2014, which allowed customers to receive 100% refunds for all unauthorized charges from 2005 to the present, and provided important injunctive relief to prevent cramming in the future.



THE PEOPLE OF THE STATE OF CALIFORNIA V. J.C. PENNEY CORPORATION, INC., CASE NO. BC643036 (LOS ANGELES COUNTY SUP. CT); THE PEOPLE OF THE STATE OF CALIFORNIA V. KOHL'S DEPARTMENT STORES, INC., CASE NO. BC643037 (LOS ANGELES COUNTY SUP. CT); THE PEOPLE OF THE STATE OF CALIFORNIA V. MACY'S, INC., CASE NO. BC643040 (LOS ANGELES COUNTY SUP. CT); THE PEOPLE OF THE STATE OF CALIFORNIA V. SEARS, ROEBUCK AND CO., ET AL., CASE NO. BC643039 (LOS ANGELES COUNTY SUP. CT)

Working with the office of the Los Angeles City Attorney, Lieff Cabraser and co-counsel represented the People

of California in consumer fraud and false advertising civil enforcement actions against national retailers J.C. Penney, Kohl's, Macy's, and Sears alleging that each of these companies used "false reference pricing" schemes—whereby the companies were alleged to advertise products at a purported "discount" from false "original" or "regular" prices—to mislead customers into believing they were receiving bargains. The cases are now fully resolved.

FIAT CHRYSLER DODGE JEEP ECODIESEL LITIGATION, 17-MD-02777-EMC

Lieff Cabraser represented owners and lessors of affected Fiat Chrysler vehicles in litigation accusing Fiat Chrysler of using secret software to allow excess emissions in violation of the law for at least 104,000 2014-2016 model year diesel vehicles, including Jeep Grand Cherokees and Dodge Ram 1500 trucks with 3-liter diesel engines sold in the United States from late 2013 through 2016 (model years 2014, 2015, and 2016). In June 2017, Judge Edward M. Chen of the Northern District of California named Elizabeth Cabraser sole Lead Counsel for Plaintiffs and Chair of the Plaintiffs' Steering Committee for consolidated litigation of the case.

In May 2019, Judge Chen granted final approval to a \$307.5 million settlement of the case, which provided eligible owners and lessees with substantial cash payments and an extended warranty following the completion of a government-mandated emissions modification to affected vehicles.



CODY V. SOULCYCLE, INC., CASE NO. 2:15-CV-06457 (C.D. CAL.)

Lieff Cabraser represented consumers in a class action lawsuit alleging that indoor cycling fitness company SoulCycle sold illegally expiring gift certificates. The suit alleged that SoulCycle defrauded customers by forcing them to buy gift certificates with short enrollment windows and keeping the expired certificates' unused balances, in violation of the U.S. Electronic Funds Transfer Act and California's Unfair Competition Law, and sought reinstatement of expired classes or customer

reimbursements as well as policy changes. In October of 2017, U.S. District Judge Michael W. Fitzgerald granted final approval to a settlement of the litigation valued between \$6.9 million and \$9.2 million that provided significant economic consideration to settlement class members as well as meaningful changes to SoulCycle's business practices.



AMIN, ET AL. V. MERCEDES-BENZ USA, LLC, NO. 1:17-CV-01701-AT (N.D. GA.)

Lieff Cabraser successfully represented a class of Mercedes-Benz vehicle owners and lessees whose defective HVAC systems developed moldy odors. In 2020, Judge Amy Totenberg granted final approval to a settlement offering financial compensation and extended warranties. Judge Totenberg estimated the financial benefits of the settlement for the class at between \$35.93 and \$103.66 million.

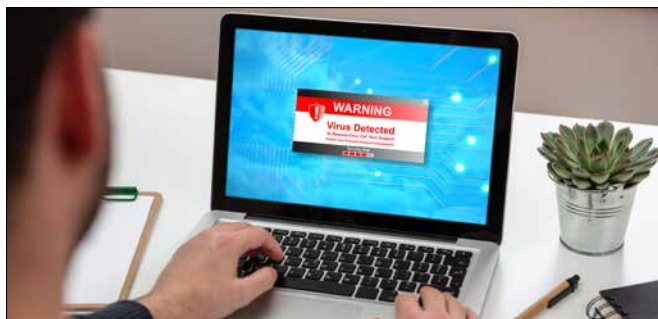
HALE, ET AL. V. STATE FARM MUT. AUTO. INS. CO., ET AL., CASE NO. 3:12-CV-00660-DRH-SCW

In 1997, Lieff Cabraser and co-counsel filed a class action in Illinois state court, accusing State Farm of approving the use of lower-quality non-original equipment manufacturer (non-OEM) automotive parts for repairs to the vehicles of more than 4 million State Farm policyholders, contrary to the company's policy language. Plaintiffs won a verdict of more than nearly \$1.2 billion that included \$600 million in punitive damages. The state appeals court affirmed the judgment, but reduced it slightly to \$1.05 billion. State Farm appealed to the Illinois Supreme Court in May 2013.

A two-plus-year delay in that Court's decision led to a vacancy in the Illinois Supreme Court. Plaintiffs alleged that State Farm recruited a little-known trial judge, Judge Lloyd A. Karmeier, to run for the vacant Supreme Court seat, and then managed his campaign behind the scenes, and secretly funded it to the tune of almost \$4 million. Then, after Justice Karmeier was elected, State Farm hid its involvement in his campaign to ensure that Justice Karmeier could participate in the pending

appeal of the \$1.05 billion judgment. State Farm's scheme was successful: Justice Karmeier joined the otherwise "deadlocked" deliberations and voted to decertify the class and overturn the judgment.

In a 2012 lawsuit filed in federal court, Plaintiffs alleged that this secretive scheme to seat a sympathetic justice—and then to lie about it, so as secure that justice's participation in the pending appeal—violated the Racketeer Influenced and Corrupt Organization Act ("RICO"), and deprived Plaintiffs of their interest in the billion-dollar judgment. Judge David R. Herndon certified the class in October 2016, and the Seventh Circuit denied State Farm's petition to appeal the ruling in December 2016 and again in May 2017. On August 21, 2018, Judge David R. Herndon issued two new Orders favorable to plaintiffs relating to evidence and testimony to be included in the trial. On September 4, 2018, the day the trial was to begin, Judge Herndon gave preliminary approval to a \$250 million settlement of the case, and on December 13, 2018, Judge Herndon gave the settlement final approval.



WILLIAMSON V. MCAFEE, INC., NO. 14-CV-00158-EJD (N.D. CAL.)

This nationwide class action alleged that McAfee falsely represented the prices of its computer anti-virus software to customers enrolled in its "autorenewal" program. Plaintiffs alleged that McAfee: (a) offered non-auto-renewal subscriptions at stated "discounts" from a "regular" sales price; however, the stated discounts were false because McAfee never sold subscriptions at the stated "regular" price to non-auto-renewal customers; and (b) charged the auto-renewal customers the amount of the false "regular" sales price, claiming it to be the "current" regular price even though it did not sell subscriptions at that price to any other customer. Plaintiffs alleged that McAfee's false reference price scheme violated California's and New York's unfair competition and false advertising laws. In 2017, a class settlement was approved that included monetary payments to claimants and practice changes.



DOVER V. BRITISH AIRWAYS, CASE NO. 1:12-CV-05567 (E.D.N.Y.)

Lieff Cabraser represented participants in British Airways' ("BA") frequent flyer program, known as the Executive Club, in a breach of contract class action lawsuit. BA imposes a very high "fuel surcharge," often in excess of \$500, on Executive Club reward tickets. Plaintiffs alleged that the "fuel surcharge" was not based upon the price of fuel, and that it therefore violated the terms of the contract. The case was heavily litigated for five years, and settled on the verge of trial for a \$42.5 million common fund. Class members had the choice of a cash refund or additional flyer miles based on the number of tickets redeemed during the class period, with a total settlement value of up to \$63 million.

U.S. Magistrate Judge Cheryl Pollak signed off on the settlement on May 30, 2018: "In light of the court's experience throughout the course of this litigation — and particularly in light of the contentiousness of earlier proceedings, the inability of the parties to settle during previous mediation attempts and the parties' initial positions when they appeared for the settlement conferences with the court — the significant benefit that the settlement will provide to class members is remarkable."

HANSELL V. TRACFONE WIRELESS, NO. 13-CV-3440-EMC (N.D. CAL.); BLAQMOOR V. TRACFONE WIRELESS, NO. 13-CV-05295-EMC (N.D. CAL.); GANDHI V. TRACFONE WIRELESS, NO. 13-CV-05296-EMC (N.D. CAL.)

At the time one of the nation's largest wireless carriers, TracFone used the brands Straight Talk, Net10, Telcel America, and Simple Mobile to sell mobile phones with prepaid wireless plans at Walmart and other retail stores nationwide. This class action lawsuit alleged that TracFone falsely advertised its wireless mobile phone plans as providing "unlimited data," while actually maintaining monthly data usage limits that were not disclosed to customers. It further alleged that TracFone regularly throttled (i.e., significantly reduced the speed of) or

terminated customers' data plans pursuant to the secret limits.

Further, TracFone and its brands could no longer state in their advertisements and marketing materials that any plan provided "unlimited data" unless there was also a clear, prominent, and adjoining disclosure of any applicable throttling caps or limits. Notably, following two years of litigation by class counsel, the Federal Trade Commission joined the case and filed a Consent Order with TracFone in the same federal court where the class action litigation was pending. All compensation to consumers was provided through the class action settlement.



**GUTIERREZ V. WELLS FARGO BANK, NO. C 07-05923
WHA (N.D. CAL.)**

Following a two week bench class action trial, U.S. District Court Judge William Alsup in August 2010 issued a 90-page opinion holding that Wells Fargo violated California law by improperly and illegally assessing overdraft fees on its California customers and ordered \$203 million in restitution to the certified class. Instead of posting each transaction chronologically, the evidence presented at trial showed that Wells Fargo deducted the largest charges first, drawing down available balances more rapidly and triggering a higher volume of overdraft fees.

Wells Fargo appealed. In December 2012, the Appellate Court issued an opinion upholding and reversing portions of Judge Alsup's order, and remanded the case to the District Court for further proceedings. In May 2013, Judge Alsup reinstated the \$203 million judgment against Wells Fargo and imposed post-judgment interest bringing the total award to nearly \$250 million. On October 29, 2014, the Appellate Court affirmed the Judge Alsup's order reinstating the judgment.

For his outstanding work as Lead Trial Counsel and the significance of the case, California Lawyer magazine recognized Richard M. Heimann with a California Lawyer Attorney of the Year (CLAY) Award. In addition, the Consumer Attorneys of California selected Mr. Heimann and Michael W. Sobol as Finalists for the Consumer Attorney of the Year Award for their success in the case.

In reviewing counsel's request for attorneys' fees, Judge Alsup stated on May 21, 2015:

"Lief Cabraser, on the other hand, entered as class counsel and pulled victory from the jaws of defeat. They bravely confronted several obstacles including the possibility of claim preclusion based on a class release entered in state court (by other counsel), federal preemption, hard-fought dispositive motions, and voluminous discovery. They rescued the case [counsel that originally filed] had botched and secured a full recovery of \$203 million in restitution plus injunctive relief. Notably, Attorney Richard Heimann's trial performance ranks as one of the best this judge has seen in sixteen years on the bench. Lief Cabraser then twice defended the class on appeal. At oral argument on the present motion, in addition to the cash restitution, Wells Fargo acknowledged that since 2010, its posting practices changed nationwide, in part, because of the injunction. Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."



**IN RE NEURONTIN MARKETING AND SALES PRACTICES
LITIGATION, MDL NO. 1629 (D. MASS.)**

Lief Cabraser served on the Plaintiffs' Steering Committee in multidistrict litigation arising out of the sale and marketing of the prescription drug Neurontin, manufactured by Parke-Davis, a division of Warner-Lambert Company, which was later acquired by Pfizer, Inc. Lief Cabraser served as co-counsel to Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals ("Kaiser") in Kaiser's trial against Pfizer in the litigation.

On March 25, 2010, a federal court jury determined that Pfizer violated a federal antiracketeering law by promoting its drug Neurontin for unapproved uses and found Pfizer must pay Kaiser damages of up to \$142 million. At trial, Kaiser presented evidence that Pfizer knowingly marketed Neurontin for unapproved uses without proof that it was effective. Kaiser said it was misled into believing

neuropathic pain, migraines, and bipolar disorder were among the conditions that could be treated effectively with Neurontin, which was approved by the FDA as an adjunctive therapy to treat epilepsy and later for post-herpetic neuralgia, a specific type of neuropathic pain.

In November 2010, the Court issued Findings of Fact and Conclusions of Law on Kaiser's claims arising under the California Unfair Competition Law, finding Pfizer liable and ordering that it pay restitution to Kaiser of approximately \$95 million. In April 2013, the First Circuit Court of Appeals affirmed both the jury's and the District Court's verdicts. In November 2014, the Court approved a \$325 million settlement on behalf of a nationwide class of third party payors.



***IN RE CHECKING
ACCOUNT OVERDRAFT
LITIGATION, MDL NO.
2036 (S.D. FL.)***

Lieff Cabraser served on the Plaintiffs' Executive Committee ("PEC") in Multi-District Litigation against 35 banks, including Bank of America,

Chase, Citizens, PNC, Union Bank, and U.S. Bank. The complaints alleged that the banks entered debit card transactions from the "largest to the smallest" to draw down available balances more rapidly and maximize overdraft fees. In March 2010, the Court denied defendants' motions to dismiss the complaints. The Court has approved nearly \$1 billion in settlements with the banks.

In November 2011, the Court granted final approval to a \$410 million settlement of the case against Bank of America. Lieff Cabraser was the lead plaintiffs' law firm on the PEC that prosecuted the case against Bank of America. In approving the settlement with Bank of America, U.S. District Court Judge James Lawrence King stated, "This is a marvelous result for the members of the class." Judge King added, "[B]ut for the high level of dedication, ability and massive and incredible hard work by the Class attorneys . . . I do not believe the Class would have ever seen . . . a penny."

In September 2012, the Court granted final approval to a \$35 million settlement of the case against Union Bank. In approving the settlement, Judge King again complimented plaintiffs' counsel for their outstanding work and effort in resolving the case: "The description of plaintiffs' counsel, which is a necessary part of the settlement, is, if anything,

understated. In my observation of the diligence and professional activity, it's superb. I know of no other class action case anywhere in the country in the last couple of decades that's been handled as efficiently as this one has, which is a tribute to the lawyers."



***IN RE APPLE AND AT&T IPAD UNLIMITED DATA PLAN
LITIGATION, NO. 5:10-CV-02553 RMW (N.D. CAL.)***

Lieff Cabraser served as class counsel in an action against Apple and AT&T charging that Apple and AT&T misrepresented that consumers purchasing an iPad with 3G capability could choose an unlimited data plan for a fixed monthly rate and switch in and out of the unlimited plan on a monthly basis as they wished. Less than six weeks after its introduction to the U.S. market, AT&T and Apple discontinued their unlimited data plan for any iPad 3G customers not currently enrolled and prohibited current unlimited data plan customers from switching back and forth from a less expensive, limited data plan. In March 2014, Apple agreed to compensate all class members \$40 and approximately 60,000 claims were paid. In addition, sub-class members who had not yet entered into an agreement with AT&T were offered a data plan.

TELEPHONE CONSUMER PROTECTION ACT LITIGATION

Lieff Cabraser serves as a leader in nationwide Telephone Consumer Protection Act ("TCPA") class actions challenging unwanted telephone calls. Based on Lieff Cabraser's experience and expertise in these cases, courts have appointed Lieff Cabraser as co-lead counsel in certified TCPA class actions that have recovered over \$440 million. Lieff Cabraser also currently maintains leadership roles in ongoing nationwide class actions against several other companies that make telemarketing calls without consent, including *Campbell v. Sirius XM Radio, Inc.*, Case No. 2:22-cv-02261 (C.D. Ill.) and *Newman v. Direct Energy, LP*, Case No. 4:23-cv-01388 (S.D. Tex.).



HEALY V. CHESAPEAKE APPALACHIA, NO. 1:10CV00023 (W.D. VA.); HALE V. CNX GAS, NO. 1:10CV00059 (W.D. VA.); ESTATE OF HOLMAN V. NOBLE ENERGY, NO. 03 CV 9 (DIST. CT., CO.); DROEGEMUELLER V. PETROLEUM DEVELOPMENT CORPORATION, NO.

07 CV 2508 JLK (D. CO.); ANDERSON V. MERIT ENERGY CO., NO. 07 CV 00916 LTB (D. CO.); HOLMAN V. PETRO-CANADA RESOURCES, (USA), NO. 07 CV 416 (DIST. CT., CO.)

Lieff Cabraser served as Co-Lead Counsel in multiple cases in federal court in Virginia, in which plaintiffs alleged that certain natural gas companies improperly underpaid gas royalties to the owners of the gas. In one of the settled cases, plaintiffs recovered approximately 95% of the damages they suffered. Lieff Cabraser also achieved settlements on behalf of natural gas royalty owners in five other class actions outside Virginia. Those settlements—in which class members recovered between 70% and 100% of their damages, excluding interest—were valued at more than \$160 million.



WALSH V. KINDRED HEALTHCARE INC., NO. 3:11-CV-00050 (N.D. CAL.)

Lieff Cabraser and co-counsel represented a class of 54,000 current and former residents, and families of residents, of skilled nursing care facilities in a class action against Kindred Healthcare for failing to adequately staff its nursing facilities in California. Since January 1, 2000, skilled nursing facilities in California have been required to provide at least 3.2 hours of direct nursing hours per patient day (NHPPD), which represented the minimum staffing required for patients at skilled nursing facilities.

The complaint alleged a pervasive and intentional failure by Kindred Healthcare to comply with California's required minimum standard for qualified nurse staffing at its facilities. Understaffing is uniformly viewed as one

of the primary causes of the inadequate care and often unsafe conditions in skilled nursing facilities. Studies have repeatedly shown a direct correlation between inadequate skilled nursing care and serious health problems, including a greater likelihood of falls, pressure sores, significant weight loss, incontinence, and premature death. The complaint further charged that Kindred Healthcare collected millions of dollars in payments from residents and their family members, under the false pretense that it was in compliance with California staffing laws and would continue to do so.

In December 2013, the Court approved a \$8.25 million settlement which included cash payments to class members and an injunction requiring Kindred Healthcare to consistently utilize staffing practices which would ensure they complied with applicable California law. The injunction, subject to a third party monitor, was valued at between \$6 million and \$20 million.



ING BANK RATE RENEW CASES, CASE NO. 11-154-LPS (D. DEL.)

Lieff Cabraser represented borrowers in class action lawsuits charging that ING Direct breached its promise to allow them to refinance their mortgages for a

flat fee. From October 2005 through April 2009, ING promoted a \$500 or \$750 flat-rate refinancing fee called "Rate Renew" as a benefit of choosing ING for mortgages over competitors. Beginning in May 2009, however, ING began charging a higher fee of a full monthly mortgage payment for refinancing using "Rate Renew," despite ING's earlier and lower advertised price.

As a result, the complaint alleged that many borrowers paid more to refinance their loans using "Rate Renew" than they should have, or were denied the opportunity to refinance their loan even though the borrowers met the terms and conditions of ING's original "Rate Renew" offer.

In August 2012, the Court certified a class of consumers in ten states who purchased or retained an ING mortgage from October 2005 through April 2009. A second case on behalf of California consumers was filed in December 2012. In October 2014, the Court approved a \$20.35 million nationwide settlement of the litigation. The settlement provided an average payment of \$175 to the nearly 100,000 class members, transmitted to their accounts automatically and without any need to file a claim form.



**IN RE CHASE BANK
USA, N.A. "CHECK
LOAN" CONTRACT
LITIGATION, MDL NO.
2032 (N.D. CAL.)**

Lieff Cabraser served as Plaintiffs' Liaison Counsel and on the Plaintiffs' Executive Committee in Multi-District Litigation ("MDL")

charging that Chase Bank violated the implied covenant of good faith and fair dealing by unilaterally modifying the terms of fixed rate loans. The MDL was established in 2009 to coordinate more than two dozen cases that were filed in the wake of the conduct at issue. The nationwide, certified class consisted of more than 1 million Chase cardholders who, in 2008 and 2009, had their monthly minimum payment requirements unilaterally increased by Chase by more than 150%. Plaintiffs alleged that Chase made this change, in part, to induce cardholders to give up their promised fixed APRs in order to avoid the unprecedented minimum payment hike. In November 2012, the Court approved a \$100 million settlement of the case.



**IN RE LAWN MOWER
ENGINE HORSEPOWER
MARKETING AND
SALES PRACTICES
LITIGATION, MDL NO.
1999 (E.D. WIS.)**

Lieff Cabraser served as co-counsel for consumers who alleged manufacturers of certain gasoline-powered lawn

mowers misrepresented, and significantly overstated, the horsepower of the product. As the price for lawn mowers is linked to the horsepower of the engine -- the higher the horsepower, the more expensive the lawn mower -- defendants' alleged misconduct caused consumers to purchase expensive lawn mowers that provided lower horsepower than advertised. In August 2010, the Court approved a \$65 million settlement of the action.

**VYTORIN/ZETIA MARKETING, SALES PRACTICES &
PRODUCTS LIABILITY LITIGATION, MDL NO. 1938 (D.
N.J.)**

Lieff Cabraser served on the Executive Committee of the Plaintiffs' Steering Committee representing plaintiffs alleging that Merck/Schering-Plough Pharmaceuticals falsely marketed anti-cholesterol drugs Vytorin and Zetia

as being more effective than other anti-cholesterol drugs. Plaintiffs further alleged that Merck/Schering-Plough Pharmaceuticals sold Vytorin and Zetia at higher prices than other anti-cholesterol medication when they were no more effective than other drugs. In 2010, the Court approved a \$41.5 million settlement for consumers who bought Vytorin or Zetia between November 2002 and February 2010.

BRAZIL V. DELL, NO. C-07-01700 RMW (N.D. CAL.)

Lieff Cabraser served as Class Counsel representing a certified class of online consumers in California who purchased certain Dell computers based on the advertisement of an instant-off (or "slash-through") discount. The complaint challenged Dell's pervasive use of "slash-through" reference prices in its online marketing. Plaintiffs alleged that these "slash-through" reference prices were interpreted by consumers as representing Dell's former or regular sales prices, and that such reference prices (and corresponding representations of "savings") were false because Dell rarely, if ever, sold its products at such prices. In October 2011, the Court approved a settlement that provided a \$50 payment to each class member who submitted a timely and valid claim. In addition, in response to the lawsuit, Dell changed its methodology for consumer online advertising, eliminating the use of "slash-through" reference prices.



**PAYMENT PROTECTION
CREDIT CARD
LITIGATION**

Lieff Cabraser represented consumers in litigation in federal court against some of the nation's largest credit card issuers, challenging the imposition of charges

for so-called "payment protection" or "credit protection" programs. The complaints charged that the credit card companies imposed payment protection without the consent of the consumer and/or deceptively marketed the service, and further that the credit card companies unfairly administered their payment protection programs to the detriment of consumers. In 2012 and 2013, the Courts approved monetary settlements with HSBC (\$23.5 million), Bank of America (\$20 million), and Discover (\$10 million) that also required changes in the marketing and sale of payment protection to consumers.



YARRINGTON V. SOLVAY PHARMACEUTICALS, NO. 09-CV-2261 (D. MINN.)

In March 2010, the Court granted final approval to a \$16.5 million settlement with Solvay Pharmaceuticals, one of the country's leading pharmaceutical

companies. Lieff Cabraser served as Co-Lead Counsel, representing a class of persons who purchased Estratest—a hormone replacement drug. The class action lawsuit alleged that Solvay deceptively marketed and advertised Estratest as an FDA-approved drug when in fact Estratest was not FDA-approved for any use. Under the settlement, consumers obtained partial refunds for up to 30% of the purchase price paid of Estratest. In addition, \$8.9 million of the settlement was allocated to fund programs and activities devoted to promoting women's health and well-being at health organizations, medical schools, and charities throughout the nation.



IN RE JOHN MUIR UNINSURED HEALTHCARE CASES, JCCP NO. 4494 (CAL. SUPR. CT.)

Lieff Cabraser represented nearly 53,000 uninsured patients who received care at John Muir hospitals and outpatient centers and were charged inflated prices and then subject to overly aggressive collection practices when they failed to pay.

In November 2008, the Court approved a final settlement of the John Muir litigation. John Muir agreed to provide refunds or bill adjustments of 40-50% to uninsured patients who received medical care at John Muir over a six year period, bringing their charges to the level of patients with private insurance, at a value of \$115 million. No claims were required. Every class member received a refund or bill adjustment. Furthermore, John Muir was required to (1) maintain charity care policies to give substantial discounts—up to 100%—to low income, uninsured patients who meet certain income requirements;

(2) maintain an Uninsured Patient Discount Policy to give discounts to all uninsured patients, regardless of income, so that they pay rates no greater than those paid by patients with private insurance; (3) enhance communications to uninsured patients so they are better advised about John Muir's pricing discounts, financial assistance, and financial counseling services; and (4) limit the practices for collecting payments from uninsured patients.



IN RE AMERIQUEST MORTGAGE CO. MORTGAGE LENDING PRACTICES LITIGATION, MDL NO. 1715

Lieff Cabraser served as Co-Lead Counsel for borrowers who alleged that Ameriquest engaged in a predatory lending scheme based

on the sale of loans with illegal and undisclosed fees and terms. In August 2010, the Court approved a \$22 million settlement.

CATHOLIC HEALTHCARE WEST CASES, JCCP NO. 4453 (CAL. SUPR. CT.)

Plaintiff alleged that Catholic Healthcare West ("CHW") charged uninsured patients excessive fees for treatment and services, at rates far higher than the rates charged to patients with private insurance or on Medicare. In January 2007, the Court approved a settlement that provides discounts, refunds and other benefits for CHW patients valued at \$423 million. The settlement requires that CHW lower its charges and end price discrimination against all uninsured patients, maintain generous charity case policies allowing low-income and uninsured patients to receive free or heavily discounted care, and protect uninsured patients from unfair collections practices. Lieff Cabraser served as Lead Counsel in the coordinated action.

BERGER V. PROPERTY I.D. CORPORATION, NO. CV 05-5373-GHK (C.D. CAL.)

In January 2009, the Court granted final approval to a \$39.4 million settlement with several of the nation's largest real estate brokerages, including companies doing business as Coldwell Banker, Century 21, and ERA Real Estate, and California franchisors for RE/MAX and Prudential California Realty, in an action under the Real

Estate Settlement Procedures Act on behalf of California home sellers. Plaintiffs charged that the brokers and Property I.D. Corporation set up straw companies as a way to disguise kickbacks for referring their California clients' natural hazard disclosure report business to Property I.D. (the report is required to sell a home in California). Under the settlement, hundreds of thousands of California home sellers were eligible to receive a full refund of the cost of their report, typically about \$100.



HEPTING V. AT&T CORP., CASE NO. C-06-0672-VRW (N.D. CAL.)

Plaintiffs alleged that AT&T collaborated with the National Security Agency in a massive warrantless surveillance program that illegally tracked the domestic and foreign communications and communications records of millions of Americans in violation of the U.S. Constitution, Electronic Communications Privacy Act, and other statutes. The case was filed on January 2006. The U.S. government quickly intervened and sought dismissal of the case. By the Spring of 2006, over 50 other lawsuits were filed against various telecommunications companies, in response to a USA Today article confirming the surveillance of communications and communications records. The cases were combined into a multi-district litigation proceeding entitled *In re National Security Agency Telecommunications Record Litigation*, MDL No. 06-1791.

In June of 2006, the District Court rejected both the government's attempt to dismiss the case on the grounds of the state secret privilege and AT&T's arguments in favor of dismissal. The government and AT&T appealed the decision and the U.S. Court of Appeals for the Ninth Circuit heard argument one year later. No decision was issued. In July 2008, Congress granted the government and AT&T "retroactive immunity" for liability for their wiretapping program under amendments to the Foreign Intelligence Surveillance Act that were drafted in response to this litigation. Signed into law by President Bush in 2008, the amendments effectively terminated the litigation. Lief Cabraser played a leading role in the litigation working closely with co-counsel from the Electronic Frontier Foundation.

CINCOTTA V. CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP, NO. 07359096 (CAL. SUPR. CT.)

Lieff Cabraser served as class counsel for nearly 100,000 uninsured patients that alleged they were charged excessive and unfair rates for emergency room service across 55 hospitals throughout California. The settlement, approved on October 31, 2008, provided complete debt elimination, 100% cancellation of the bill, to uninsured patients treated by California Emergency Physicians Medical Group during the 4-year class period.

These benefits were valued at \$27 million. No claims were required, so all of these bills were canceled. In addition, the settlement required California Emergency Physicians Medical Group prospectively to (1) maintain certain discount policies for all charity care patients; (2) inform patients of the available discounts by enhanced communications; and (3) limit significantly the type of collections practices available for collecting from charity care patients.



R.M. GALICIA V. FRANKLIN; FRANKLIN V. SCRIPPS HEALTH, NO. IC 859468 (SAN DIEGO SUPR. CT.)

Lieff Cabraser served as Lead Class Counsel in a certified class action lawsuit on behalf of 60,750 uninsured patients who alleged that

the Scripps Health hospital system imposed excessive fees and charges for medical treatment. The class action originated in July 2006, when uninsured patient Phillip Franklin filed a class action cross-complaint against Scripps Health after Scripps sued Mr. Franklin through a collection agency. Mr. Franklin alleged that he, like all other uninsured patients of Scripps Health, was charged unreasonable and unconscionable rates for his medical treatment.

In June 2008, the Court granted final approval to a settlement of the action which includes refunds or discounts of 35% off of medical bills, collectively worth \$73 million. The settlement also required Scripps Health to modify its pricing and collections practices by (1) following an Uninsured Patient Discount Policy, which includes automatic discounts from billed charges for Hospital Services; (2) following a Charity Care Policy, which provides uninsured patients who meet certain income tests with discounts on Health Services up to 100% free care, and provides for charity discounts under other special circumstances; (3) informing uninsured patients about the availability and terms of the above financial

assistance policies; and (4) restricting certain collections practices and actively monitoring outside collection agents.

SUTTER HEALTH UNINSURED PRICING CASES, JCCP NO. 4388 (CAL. SUPR. CT.)

Plaintiffs alleged that they and a Class of uninsured patients treated at Sutter hospitals were charged substantially more than patients with private or public insurance, and many times above the cost of providing their treatment. In December 2006, the Court granted final approval to a comprehensive and groundbreaking settlement of the action. As part of the settlement, Class members were entitled to make a claim for refunds or deductions of between 25% to 45% from their prior hospital bills, at an estimated total value of \$276 million. For a three year period, Sutter agreed to provide discounted pricing policies for uninsureds. In addition, Sutter agreed to maintain more compassionate collections policies that will protect uninsureds who fall behind in their payments. Lieff Cabraser served as Lead Counsel in the coordinated action.



STRUGANO V. NEXTEL COMMUNICATIONS, NO. BC 288359 (LOS ANGELES SUPR. CT.)

In May 2006, the Los Angeles Superior Court granted final approval to a class action settlement on behalf of all California customers of Nextel

from January 1, 1999 through December 31, 2002, for compensation for the harm caused by Nextel's alleged unilateral (1) addition of a \$1.15 monthly service fee and/or (2) change from second-by-second billing to minute-by-minute billing, which caused "overage" charges (i.e., for exceeding their allotted cellular plan minutes). The total benefit conferred by the Settlement directly to Class Members was between approximately \$13.5 million and \$55.5 million, depending on which benefit Class Members selected.

THOMPSON V. WFS FINANCIAL, NO. 3-02-0570 (M.D. TENN.); PAKEMAN V. AMERICAN HONDA FINANCE CORPORATION, NO. 3-02-0490 (M.D. TENN.); HERRA V. TOYOTA MOTOR CREDIT CORPORATION, NO. CGC 03-419 230 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser with co-counsel litigated against several of the largest automobile finance companies in the country to compensate victims of—and stop future instances of—racial discrimination in the setting of interest rates

in automobile finance contracts. The litigation led to substantial changes in the way Toyota Motor Credit Corporation ("TMCC"), American Honda Finance Corporation ("American Honda") and WFS Financial, Inc. sell automobile finance contracts, limiting the discrimination that can occur.

In approving the settlement in *Thompson v. WFS Financial*, the Court recognized the "innovative" and "remarkable settlement" achieved on behalf of the nationwide class. In 2006 in *Herra v. Toyota Motor Credit Corporation*, the Court granted final approval to a nationwide class action settlement on behalf of all African-American and Hispanic customers of TMCC who entered into retail installment contracts that were assigned to TMCC from 1999 to 2006. The monetary benefit to the class was estimated to be between \$159 and \$174 million.



MORRIS V. AT&T WIRELESS SERVICES, NO. C-04-1997-MJP (W.D. WASH.)

Lieff Cabraser served as class counsel for a nationwide settlement class of cell phone customers subjected to an end-of-billing cycle cancellation policy implemented by AT&T Wireless in 2003 and alleged to have breached customers' service agreements. In May 2006, the New Jersey Superior Court granted final approval to a class settlement that guarantees delivery to the class of \$40 million in benefits. Class members received cash-equivalent calling cards automatically, and had the option of redeeming them for cash. Lieff Cabraser had been prosecuting the class claims in the Western District of Washington when a settlement in New Jersey state court was announced. Lieff Cabraser objected to that settlement as inadequate because it would have only provided \$1.5 million in benefits without a cash option, and the Court agreed, declining to approve it. Thereafter, Lieff Cabraser negotiated the new settlement providing \$40 million to the class, and the settlement was approved.

CURRY V. FAIRBANKS CAPITAL CORPORATION, NO. 03-10895-DPW (D. MASS.)

In 2004, the Court approved a \$55 million settlement of a

class action lawsuit against Fairbanks Capital Corporation arising out of charges against Fairbanks of misconduct in servicing its customers' mortgage loans. The settlement also required substantial changes in Fairbanks' business practices and established a default resolution program to limit the imposition of fees and foreclosure proceedings against Fairbanks' customers. Lieff Cabraser served as nationwide Co-Lead Counsel for the homeowners

PROVIDIAN CREDIT CARD CASES, JCCP NO. 4085 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser served as Co-Lead Counsel for a certified national Settlement Class of Providian credit cardholders who alleged that Providian had engaged in widespread misconduct by charging cardholders unlawful, excessive interest and late charges, and by promoting and selling to cardholders "add-on products" promising illusory benefits and services. In November 2001, the Court granted final approval to a \$105 million settlement of the case, which also required Providian to implement substantial changes in its business practices. The \$105 million settlement, combined with an earlier settlement by Providian with Federal and state agencies, represents the largest settlement ever by a U.S. credit card company in a consumer protection case.



IN RE TRI-STATE CREMATORY LITIGATION, MDL NO. 1467 (N.D. GA.)

In March 2004, Lieff Cabraser delivered opening statements and began testimony in a class action by families whose loved ones were improperly cremated

and desecrated by Tri-State Crematory in Noble, Georgia. The families also asserted claims against the funeral homes that delivered the decedents to Tri-State Crematory for failing to ensure that the crematory performed cremations in the manner required under the law and by human decency. One week into trial, settlements with the remaining funeral home defendants were reached and brought the settlement total to approximately \$37 million. Trial on the class members' claims against the operators of crematory began in August 2004.

Soon thereafter, these defendants entered into a \$80 million settlement with plaintiffs. As part of the settlement, all buildings on the Tri-State property were razed. The property will remain in a trust so that it will be preserved in peace and dignity as a secluded memorial to those whose remains were mistreated, and to prevent crematory

operations or other inappropriate activities from ever taking place there. Earlier in the litigation, the Court granted plaintiffs' motion for class certification in a published order. 215 F.R.D. 660 (2003).

KLINE V. THE PROGRESSIVE CORPORATION, CIRCUIT NO. 02-L-6 (CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT, JOHNSON COUNTY, ILLINOIS)

Lieff Cabraser served as Settlement Class Counsel in a nationwide consumer class action challenging Progressive Corporation's private passenger automobile insurance sales practices. Plaintiffs alleged that the Progressive Corporation wrongfully concealed from class members the availability of lower priced insurance for which they qualified. In 2002, the Court approved a settlement valued at approximately \$450 million, which included both cash and equitable relief. The claims program, implemented upon a nationwide mail and publication notice program, was completed in 2003.

CITIGROUP LOAN CASES, JCCP NO. 4197 (SAN FRANCISCO SUPR. CT.)

In 2003, the Court approved a settlement that provided approximately \$240 million in relief to former Associates' customers across America. Prior to its acquisition in November 2000, Associates First Financial, referred to as The Associates, was one of the nation's largest "subprime" lenders. Lieff Cabraser represented former customers of The Associates charging that the company added unwanted and unnecessary insurance products onto mortgage loans and engaged in improper loan refinancing practices. Lieff Cabraser served as nationwide Plaintiffs' Co-Liaison Counsel.



REVERSE MORTGAGE CASES, JCCP NO. 4061 (SAN MATEO COUNTY SUPR. CT., CAL.)

Transamerica Corporation, through its subsidiary Transamerica Homefirst, Inc., sold "reverse mortgages" marketed under the trade name "Lifetime."

The Lifetime reverse mortgages were sold exclusively to seniors, i.e., persons 65 years or older. Lieff Cabraser, with co-counsel, filed suit on behalf of seniors alleging that the terms of the reverse mortgages were unfair, and that borrowers were misled as to the loan terms, including the existence and amount of certain charges and fees. In 2003, the Court granted final approval to an \$8 million settlement of the action.

IN RE SYNTHROID MARKETING LITIGATION, MDL NO. 1182 (N.D. ILL.)

Lieff Cabraser served as Co-Lead Counsel for the purchasers of the thyroid medication Synthroid in litigation against Knoll Pharmaceutical, the manufacturer of Synthroid. The lawsuits charged that Knoll misled physicians and patients into keeping patients on Synthroid despite knowing that less costly, but equally effective drugs, were available. In 2000, the District Court gave final approval to a \$87.4 million settlement with Knoll and its parent company, BASF Corporation, on behalf of a class of all consumers who purchased Synthroid at any time from 1990 to 1999. In 2001, the Court of Appeals upheld the order approving the settlement and remanded the case for further proceedings. 264 F.3d 712 (7th Cir. 2001). The settlement proceeds were distributed in 2003.



IN RE AMERICAN FAMILY ENTERPRISES, MDL NO. 1235 (D. N.J.)

Lieff Cabraser served as Co-Lead Counsel for a nationwide class of persons who received any sweepstakes materials sent under the name “American Family Publishers.” The

class action lawsuit alleged that defendants deceived consumers into purchasing magazine subscriptions and merchandise in the belief that such purchases were necessary to win an American Family Publishers’ sweepstakes prize or enhanced their chances of winning a sweepstakes prize. In September 2000, the Court granted final approval of a \$33 million settlement of the class action. In April 2001, over 63,000 class members received refunds averaging over \$500 each, representing 92% of their eligible purchases. In addition, American Family Publishers agreed to make significant changes to the way it conducts the sweepstakes.

CALIFORNIA TITLE INSURANCE INDUSTRY LITIGATION

Lieff Cabraser, in coordination with parallel litigation brought by the Attorney General, reached settlements in 2003 and 2004 with the leading title insurance companies in California, resulting in historic industry-wide changes to the practice of providing escrow services in real estate closings. The settlements brought a total of \$50 million in restitution to California consumers, including cash payments. In the lawsuits, plaintiffs alleged, among other things, that the title companies received interest payments on customer escrow funds that were never reimbursed to their customers. The defendant companies include

Lawyers’ Title, Commonwealth Land Title, Stewart Title of California, First American Title, Fidelity National Title, and Chicago Title.



VW PORSCHE AUDI BENTLEY REDUCED FUEL ECONOMY MPG LAWSUIT

In 2015, the U.S. Environmental Protection Agency issued a Notice of Violation to Volkswagen relating to 475,000 diesel-powered cars in the United States sold since 2008 under

the VW and Audi brands on which VW installed “cheat device” software that intentionally changed the vehicles’ emissions production during official testing. The emissions controls were turned off during actual road use, producing up to 40x more pollutants than the testing amounts in an extraordinary violation of U.S. clean air laws.

Private vehicle owners, government agencies, and attorneys general all sought relief from VW through litigation in U.S. courts. Civil cases and government claims were consolidated in federal court in Northern California, and U.S. District Judge Charles Breyer named Elizabeth Cabraser as Lead Counsel and Chair of the 22-member Plaintiffs Steering Committee in February of 2016. After nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs’ side by Lieff Cabraser founding partner Elizabeth Cabraser, a set of interrelated settlements totaling \$14.7 billion were given final approval in 2016.

On May 11, 2017, a further settlement with a value of \$1.2-\$4.04 billion relating to VW’s 3.0- liter engine vehicles received final approval. The Volkswagen emissions settlement was one of the largest payments in American history and the largest known consumer class settlement. The settlements were also unprecedented for their scope and complexity, involving the Department of Justice, Environmental Protection Agency (EPA), California Air Resources Board (CARB) and California Attorney General, the Federal Trade Commission (FTC), and private plaintiffs. The VW settlements were also wildly successful: Volkswagen removed from commerce or performed complete emissions modification on over 93% of all 2.0-liter vehicles, with over \$8.4 billion in buyback offers, and buyback offers are past the \$1 billion mark for 3.0-liter cars with over 90% of the those vehicles removed from commerce or modified.

CYBERSECURITY & DATA PRIVACY

Lieff Cabraser's Privacy & Cybersecurity practice group is a nationally-recognized leader in the pursuit of preserving individual privacy against the pervasive intrusions of digital technology into all aspects of our daily lives. Our firm has a proven track record of successfully taking-on the powerhouses of "big data" and social media. The Privacy & Cybersecurity practice group's honors include the National Law Journal's 2019 Elite Trial Lawyers award for privacy and data breach litigation and recognition as Law360's 2017 Data Privacy Practice Group of the Year.

Representative Current Cases



FACEBOOK PIXEL VIDEO PRIVACY PROTECTION ACT CASES

Lieff Cabraser, with co-counsel, has filed a series of privacy class action lawsuits alleging that defendants (video streaming services, media companies, etc.) disclose private customer information to Meta Platforms, Inc., f/k/a Facebook, in violation of the Video Privacy Protection Act. Plaintiffs allege that defendants have secretly, and without users' consent, embedded tracking software known as the Meta "Pixel" on their websites, so that an ordinary person could identify a specific individual's video watching-behavior using that individual's Facebook ID.

These cases are in different procedural stages. On March 5, 2024, a the court granted final approval of a \$2.625 million class action settlement in *Fiorentino v. FloSports, Inc.*, No. 1:22-cv-11502-AK (D. Mass.). Plaintiff survived a motion to dismiss and obtained a favorable ruling in *Czarnionka v. Epoch Times Ass'n, Inc.*, No. 22 CIV. 6348 (AKH), 2022 WL 17069810, at *1 (S.D.N.Y. Nov. 17, 2022), motion to certify appeal denied, No. 22 CIV.6348 (AKH), 2022 WL 17718689 (S.D.N.Y. Dec. 15, 2022) (The Facebook ID disclosed by defendant "is sufficient for an ordinary person to identify Plaintiff and similarly situated individuals" and comprises PII under the VPPA). On January 22, 2023, the court granted preliminary approval of a class settlement. In *Vela, et al v. AMC Networks, Inc. d/b/a AMC+*, No. 1:23-cv-02524-ALC (S.D.N.Y.), the Court granted preliminary approval of a proposed settlement on January 10, 2024. And

in *Collins, et al. v. Pearson Education, Inc.*, on March 1, 2024, the Court denied Defendant's motion to strike and motion to dismiss. See *Collins v. Pearson Educ., Inc.*, No. 23 CIV. 2219 (PAE), 2024 WL 895316, at *1 (S.D.N.Y. Mar. 1, 2024).

Other cases are in litigation and/or disclosed mediation postures.



ORACLE/DATA BROKER CONSUMER PRIVACY VIOLATIONS

Lieff Cabraser represents consumers in a class action lawsuit in federal court in California against tech giant Oracle, one of the world's largest data brokers. The lawsuit alleges Oracle improperly collects and sells the personal information of consumers to third parties without their consent, including detailed data on their behaviors, movements, social relationships, and interests. The complaint describes Oracle as key player in the "adtech" space, where massive volumes of personal information on the world's population is aggregated and used to identify and profile individuals for "targeted advertising" and/or other commercial and political purposes. As alleged in the complaint, this exploitation of personal information is based on invading consumers' privacy. Oracle's surreptitious data collection practices are not dependent upon any relationship that an Internet user has with Oracle, in fact, Oracle primarily collects data from persons with no privity whatsoever to Oracle. The Oracle case is currently in discovery.



DELAPAZ, ET AL. V. HCA HEALTHCARE, INC.,
CASE NO. 3:23-CV-00718
(D. TENN.)

In July 2023, Lieff Cabraser and co-counsel filed a class action lawsuit in federal district court in the Middle District of Tennessee against HCA Healthcare Inc.

for negligence, breach of confidence, deceptive trade practices, and unjust enrichment, among other charges, relating to a massive data breach that exposed private personal data relating to approximately 11 million patients. HCA Healthcare Inc. is a Nashville, Tennessee-based company which describes itself as “one of the nation’s largest healthcare providers, with hundreds of hospitals and clinics across the country.” On July 10, 2023, HCA announced that a list with names, email addresses, phone numbers, birth dates, and appointment information had been fully exposed online. HCA indicated it was still investigating the exposure and would not confirm how many patients were affected, but noted that the list contained 27 million rows of data on about 11 million patients. The data privacy lawsuit seeks declaratory and injunctive relief as well as compensatory and general damages.

HOWARD, ET AL. V. LABORATORY CORPORATION OF AMERICA, ET AL., 23-CV-00758-UA-JEP (M.D.N.C.)

Lieff Cabraser and co-counsel have filed a class action lawsuit in the Middle District of North Carolina against Laboratory Corporation of America and Laboratory Corporation of America Holdings for collecting and facilitating the collection of identifiable and sensitive health information from users of Labcorp’s website using invisible tracking technology, including the Meta Pixel. The case is currently in the midst of motion to dismiss briefing.



IN RE GOOGLE LLC LOCATION HISTORY LITIGATION, NO. 5:18-CV-05062-EJD (N.D. CAL.)

Lieff Cabraser serves as Co-Lead Interim Class Counsel representing individuals whose locations were tracked, and whose location information was stored

and used by Google for its own purposes after the consumers disabled a feature that was supposed to

prevent Google from storing a record of their locations. Plaintiffs allege that, for years, Google deliberately misled its users that their “Location History” settings would prevent Google from tracking and storing a permanent record of their movements, when in fact despite users’ privacy settings, Google did so anyway. Plaintiffs allege that Google’s conduct violates its users’ reasonable expectations of privacy and is unlawful under the California Constitutional Right to Privacy and the common law of intrusion upon seclusion, as well as giving rise to claims for unjust enrichment and disgorgement. In November 2023, the Court granted preliminary approval of a settlement with Google, which provides for a \$62 million payment and valuable injunctive relief. A final approval hearing is scheduled for April 18, 2024.



KARLING, ET AL. V. SAMSARA INC., 22-CV-295 (N.D. ILL.)

Lieff Cabraser and co-counsel represent a proposed class of individuals who had their biometric information collected by Samsara Inc. in violation of Illinois’ Biometric Information Privacy Act. In July 2022, Judge Sara Ellis denied Samsara’s motion to dismiss in full, sustaining four claims under BIPA. The case is presently in discovery.

CHABAK V. SOMNIA, NO. 22-CV-9341 (S.D.N.Y.)

Lieff Cabraser serves as Co-Lead Counsel in class action litigation against Somnia, Inc., an anesthesiology services provider and practice management company that manages numerous anesthesiology providers and individual anesthesiology providers over a 2022 data breach that impacted the personally identifiable information and private health information of almost half a million patients. Plaintiffs allege that Somnia and the anesthesiology providers Somnia manages failed to fulfill their legal duty to protect customers’ sensitive personal, financial, and health information by implementing insufficient data security practices and providing insufficient notice after the breach. The complaint asserts claims for negligence, negligence per se, breach of confidence, unjust enrichment, and violations of numerous California consumer protection statutes. Parties are currently briefing defendants’ motion to dismiss.



CAVANAUGH V. LYTX, INC., 21-CV-5427 (N.D. ILL.)

Lieff Cabraser was appointed interim co-lead counsel in a proposed class action on behalf of individuals who had their biometric information collected by Lytx Inc. in violation of Illinois'

Biometric Information Privacy Act. Plaintiffs filed their amended complaint in November 2022, and are awaiting its resolution.

IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC., CUSTOMER DATA SEC. BREACH LITIG., NO. 19-MD-2904 (D. N.J.)

Lieff Cabraser serves as Co-Lead Counsel on the Quest track in class action litigation against Quest Diagnostics Inc., Laboratory Corporation of America, and other blood testing and diagnostic companies that shared, or facilitated the sharing of, customers' personal identifying financial and health information with a third-party debt collector American Medical Collection Agency that was breached. Plaintiffs allege that Quest (and other blood-testing labs) failed to fulfill its legal duty to protect customers' sensitive personal, financial, and health information by sharing it with a third-party that lacked adequate data security. The complaints against each lab company allege that they were negligent, unjustly enriched, and violated numerous state consumer protection statutes. In December 2021, the Court denied defendants' motions to dismiss in part and in September 2023, the Court denied defendants' second round of motions to dismiss in part. The case is nearing the close of discovery.



META DMV DATA PRIVACY CLASS ACTION

Lieff Cabraser represents the proposed plaintiff class in an action lawsuit alleging that Meta Platforms, formerly known as Facebook, violated privacy laws by obtaining users' protected personal information from the California

Department of Motor Vehicles, including names, disability information, and e-mail addresses, as well as confidential communications.

The complaint alleges that Meta did this through the implementation of a ubiquitous but hidden tracking code known as the Meta "Pixel," which sends Meta time-stamped, personally-identifiable records of users' personal information, activities and communications on the California DMV website. Through the Pixel's surveillance, the complaint alleges that Meta is able to obtain vast quantities of private data on a daily basis from the DMV, including the first names of users who click into their "MyDMV" portal page; the identities of persons with disabilities who start disabled parking placard applications on the DMV website; e-mail addresses belonging to users who check the status of pending applications; and the personally identifying contents of communications between users and the DMV. The suit alleges that this widespread collection of personal information violates DMV website users' privacy rights under the Federal Driver's Privacy Protection Act and the California Invasion of Privacy Act.



IN RE: MARRIOTT INT'L CUSTOMER DATA SEC. BREACH LITIG., NO. 19-MD-2879 (D. MD.)

Lieff Cabraser serves as a member of the Steering Committee in class action litigation against Marriott International Inc. and Accenture PLC for a 2018 data breach of Starwood Hotels affecting more than 100 million U.S. citizens. Plaintiffs allege that Marriott and Accenture failed to fulfill their legal duties to protect Marriott's customers' sensitive personal and financial information, causing class members' personal information, including credit card and passport numbers, to be exfiltrated by cybercriminals. In May 2022, then-U.S. District Court Judge Paul Grimm granted in part Plaintiffs' class certification motion, certifying three damages classes and four issues classes. In November 2023, after the Fourth Circuit remanded the action for the District Court to consider the import of Marriott's purported class action waiver, Judge John Preston Bailey reinstated the May 2022 classes certified by Judge Grimm.

CYBERSECURITY & DATA PRIVACY

Representative Achievements & Successes



IN RE GOOGLE LLC STREET VIEW ELECTRONIC COMMUNICATIONS LITIGATION, NO. 3:10-MD-021784-CRB (N.D. CAL.)

Lieff Cabraser represents individuals whose right to privacy was violated when Google intentionally

equipped its Google Maps “Street View” vehicles with Wi-Fi antennas and software that collected data transmitted by those persons’ Wi-Fi networks located in their nearby homes. Google collected not only basic identifying information about individuals’ Wi-Fi networks, but also personal, private data being transmitted over their Wi-Fi networks such as emails, usernames, passwords, videos, and documents. Plaintiffs allege that Google’s actions violated the federal Wiretap Act, as amended by the Electronic Communications Privacy Act. On September 10, 2013, the Ninth Circuit Court of Appeals held that Google’s actions were not exempt from the Act.

On March 20, 2020, U.S. District Judge Charles R. Breyer granted final approval to a \$13 million settlement over Google’s illegal gathering of network data via its Street View vehicle fleet. Given the difficulties of assessing precise individual harms, the innovative settlement, which is intended in part to disincentivize companies like Google from future privacy violations, will distribute its monies to eight nonprofit organizations with a history of addressing online consumer privacy issues. Judge Breyer’s order to distribute the settlement funds to nonprofit organizations is currently on appeal.

IN RE ANTHEM, INC. DATA BREACH LITIG., NO. 5:15-MD-02617 (N.D. CAL.)

Lieff Cabraser served on the Plaintiffs’ Steering Committee representing individuals in a class action lawsuit against Anthem for its alleged failure to safeguard and secure the medical records and other personally identifiable information of its members. The second largest health insurer in the U.S., Anthem provides coverage for 37.5 million Americans. Anthem’s customer database was allegedly attacked by international hackers on December 10, 2014. Anthem says it discovered the

breach on January 27, 2015, and reported it about a week later on February 4, 2015. California customers were informed around March 18, 2015. The theft included names, birth dates, social security numbers, billing information, and highly confidential health information. The complaint charged that Anthem violated its duty to safeguard and protect consumers’ personal information, and violated its duty to disclose the breach to consumers in a timely manner. In addition, the complaint charged that Anthem was on notice about the weaknesses in its computer security defenses for at least a year before the breach occurred.

In August 2018, Judge Lucy H. Koh of the U. S. District Court for the Northern District of California granted final approval to a class action settlement which required Anthem to undertake significant additional cybersecurity measures to better safeguard information going forward, and to pay \$115 million into a settlement fund from which benefits to settlement class members would be paid.



IN RE PLAID INC. PRIVACY LITIG., NO. 4:20-CV-03056 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Interim Class Counsel in a class action lawsuit alleging that financial tech company Plaid Inc. invaded consumers’ privacy in their financial affairs. Plaid provides third-party bank account authentication services for several well-known payment apps, such as Venmo, Coinbase, Square’s Cash App, and Stripe. Plaintiffs alleged that Plaid used login screens that misleadingly looked like those of real banks to obtain consumers’ banking account credentials, and subsequently used consumers’ credentials to access their bank accounts and improperly take their banking data. Plaintiffs argued that Plaid’s intrusions violated established social norms, and exposed consumers to

additional privacy risks. The lawsuit asserted claims under state and federal consumer protection and privacy laws. In July 2022, the court granted final approval to a \$58 million settlement that included injunctive relief to stop the conduct and purge all improperly obtained data.



BALDERAS V. TINY LAB PRODUCTIONS, ET AL., CASE 6:18-CV-00854 (D. NEW MEXICO)

Lieff Cabraser, with co-counsel, is working with the Attorney General of the State of New Mexico to represent parents, on behalf of their children, in a federal lawsuit

seeking to protect children in the state from a foreign developer of child-directed apps and its marketing partners, including Google's ad network, Google AdMob. The lawsuit alleges that Google, child-app developer Tiny Lab Productions, and their co-defendants surreptitiously harvested children's personal information for profiling and targeting children for commercial gain, without adequate disclosures and verified parental consent. When children played Tiny Lab's gaming apps on their mobile devices, defendants collected and used their personal data, including geolocation, persistent identifiers, demographic characteristics, and other personal data in order to serve children with targeted advertisements or otherwise commercially exploit them.

The apps at issue, clearly and indisputably designed for children, include Fun Kid Racing, Candy Land Racing, and GummyBear and Friends Speed Racing. The action largely survived a motion to dismiss in 2020 and a motion for reconsideration of the same in 2021, and seeks redress under the federal Children's Online Privacy Protection Act and the common law. The State settled with Google in December 2021.



CAMPBELL V. FACEBOOK, NO. 4:13-CV-05996 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Class Counsel in a nationwide class action lawsuit alleging that Facebook intercepted certain private data in users' personal and private

messages on the social network and profited by sharing that information with third parties.

In December 2014, the Court in large part denied Facebook's motion to dismiss. In rejecting one of Facebook's core arguments, U.S. District Court Judge Phyllis Hamilton stated: "An electronic communications service provider cannot simply adopt any revenue-generating practice and deem it 'ordinary' by its own subjective standard." In August of 2017, Judge Hamilton granted final approval to an injunctive relief settlement of the action. As part of the settlement, Facebook has ceased the offending practices and has made changes to its operative relevant user disclosures.



GOOGLE VIRUS-TRACING APP DATA EXPOSURE

Lieff Cabraser served as Lead Counsel in a privacy class action on behalf of Android users concerning Google's unlawful exposure of confidential medical information and personally identifying information through its digital contract tracing system designed by Google to slow or stop the spread of COVID-19 on Android mobile devices. Plaintiffs resolved the suit via a novel early resolution process with plaintiffs' consulting expert's review of highly confidential information from Google, which generated significant injunctive relief to fix the fundamental error, followed by legally-binding representations and warranties from Google. On October 31, 2022, Judge Nathanael M. Cousins granted final approval to the settlement.

IN RE INTUIT DATA LITIG., NO. 5:15-CV-01778-EJD (N.D. CAL.)

Lieff Cabraser represented identity theft victims in a nationwide class action lawsuit against Intuit for allegedly failing to protect consumers' data from foreseeable and preventable breaches, and by facilitating the filing of fraudulent tax returns through its TurboTax software program. The complaint alleged that Intuit failed to protect data provided by consumers who purchased TurboTax, used to file an estimated 30 million tax returns for American taxpayers every year, from easy access by hackers and other cybercriminals. The complaint further alleged that Intuit was aware of the widespread use of TurboTax exclusively for the filing of fraudulent tax returns. Yet, Intuit failed to adopt basic cyber security policies to

prevent this misuse of TurboTax. As a result, fraudulent tax returns were filed in the names of the plaintiffs and thousands of other individuals across America, including persons who never purchased TurboTax. In May 2019, Judge Edward J. Davila of the U. S. District Court for the Northern District of California granted final approval to a settlement that provided all class members who filed a valid claim with free credit monitoring and identity restoration services, and required Intuit to commit to security changes for preventing future misuse of the TurboTax platform.



MCDONALD, ET AL. V. KILOO A/S, ET AL., NO. 3:17-CV-04344-JD; RUSHING, ET AL. V. THE WALT DISNEY CO., ET AL., NO. 3:17-CV-04419-JD; RUSHING V. VIACOMCBS, ET AL., NO. 3:17-CV-04492-JD (N.D. CAL.)

Lieff Cabraser represented parents, on behalf of their children, in federal class action litigation against numerous online game and app producers including Disney, Viacom, and the makers of the vastly popular Subway Surfers game (Kiloo and Sybo), over allegations the companies unlawfully collected, used, and disseminated the personal information of children who played the gaming apps on smart phones, tablets, and other mobile devices. The actions proceeded under time-honored laws protecting privacy: a California common law invasion of privacy claim, a California Constitution right of privacy claim, a California unfair competition claim, a New York General Business Law claim, a Massachusetts Unfair and Deceptive Trade Practices claim, and a Massachusetts statutory right to privacy claim.

In April 2021, U.S. District Judge James Donato granted final approval to settlements in the three related child privacy class action lawsuits addressing the illegal collection and monetization of personal data from children in mobile apps. The 16 settlements provide stringent and wide-ranging privacy protections and meaningful changes to defendants' business practices, ensuring participants in the largely unpoliced mobile advertising industry proactively protect children's privacy in thousands of apps popular with children. Under the settlements, which *The New York Times* stated "could reshape the entire children's app market," Disney, Viacom, and others as

well as their advertising technology partners had to stop tracking children across apps and the internet for advertising purposes.



MATERA V. GOOGLE INC., NO. 5:15-CV-04062 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Class Counsel representing consumers in a digital privacy class action against Google Inc. over claims the popular Gmail service conducted unauthorized scanning of email messages to build marketing profiles and serve targeted ads. The complaint alleged that Google routinely scanned email messages that were sent by non-Gmail users to Gmail subscribers, analyzed the content of those messages, and then shared that data with third parties in order to target ads to Gmail users, an invasion of privacy that violated the California Invasion of Privacy Act and the federal Electronic Communications Privacy Act.

In February 2018, Judge Lucy H. Koh of the U. S. District Court for the Northern District of California granted final approval to a class action settlement. Under the settlement, Google made business-related changes to its Gmail service, as part of which, Google will no longer scan the contents of emails sent to Gmail accounts for advertising purposes, whether during the transmission process or after the emails have been delivered to the Gmail user's inbox.

EBARLE ET AL. V. LIFELOCK INC., NO. 3:15-CV-00258 (N.D. CAL.)

Lieff Cabraser represented consumers who subscribed to LifeLock's identity theft protection services in a nationwide class action fraud lawsuit alleging that LifeLock did not protect the personal information of its subscribers from hackers and criminals, and specifically that, contrary to its advertisements and statements, LifeLock lacked a comprehensive monitoring network, failed to provide "up-to-the-minute" alerts of suspicious activity, and did an inferior job of providing the same theft protection services that banks and credit card companies provide, often for free. On September 21, 2016, U.S. District Judge Haywood Gilliam, Jr. granted final approval to a \$68 million settlement of the case.

IN RE CARRIER IQ PRIVACY LITIGATION, MDL NO. 2330 (N.D. CAL.)

Lieff Cabraser represented a plaintiff in multi-district litigation against Samsung, LG, Motorola, HTC, and Carrier IQ alleging that smartphone manufacturers violated privacy laws by installing tracking software, called IQ Agent, on millions of cell phones and other mobile devices that use the Android operating system. Without notifying users or obtaining consent, IQ Agent tracked users' keystrokes, passwords, apps, text messages, photos, videos, and other personal information and transmitted this data to cellular carriers. In a 96-page order issued in January 2015, U.S. District Court Judge Edward Chen granted in part, and denied in part, defendants' motion to dismiss. Importantly, the Court permitted the core Wiretap Act claim to proceed, as well as the claims for violations of the Magnuson-Moss Warranty Act, the California Unfair Competition Law, and breach of the common law duty of implied warranty. In 2016, the Court granted final approval to a \$9 million settlement plus injunctive relief provisions.

**PERKINS V. LINKEDIN CORP., NO. 13-CV-04303-LHK (N.D. CAL.)**

Lieff Cabraser represented individuals who joined LinkedIn's network and, without their consent or authorization, had their names and likenesses used by LinkedIn to endorse LinkedIn's services and send repeated emails to their contacts asking that they join LinkedIn. On February 16, 2016, the Court granted final approval to a \$13 million settlement, one of the largest per-class member settlements ever in a digital privacy class action. In addition to the monetary relief,



LinkedIn agreed to make significant changes to Add Connections disclosures and functionality. Specifically, LinkedIn revised disclosures to real-time permission screens presented to members using Add Connections,

agreed to implement new functionality allowing LinkedIn members to manage their contacts, including viewing and deleting contacts and sending invitations, and to stop reminder emails from being sent if users had sent connection invitations inadvertently.

**CORONA V. SONY PICTURES ENTERTAINMENT, NO. 2:14-CV-09660-RGK (C.D. CAL.)**

Lieff Cabraser served as Plaintiffs' Co-Lead Counsel in class action litigation against Sony for failing to take reasonable measures to secure the data of its employees from hacking and other attacks. As a result, personally identifiable information of thousands of current and former Sony employees and their families was obtained and published on websites across the Internet. Among the staggering array of personally identifiable information compromised were medical records, Social Security Numbers, birth dates, personal emails, home addresses, salaries, tax information, employee evaluations, disciplinary actions, criminal background checks, severance packages, and family medical histories. The complaint charged that Sony owed a duty to take reasonable steps to secure the data of its employees from hacking. Sony allegedly breached this duty by failing to properly invest in adequate IT security, despite having already succumbed to one of the largest data breaches in history only three years earlier. In October 2015, an \$8 million settlement was reached under which Sony agreed to reimburse employees for losses and harm.

ECONOMIC INJURY PRODUCT DEFECT

Lieff Cabraser has successfully litigated and settled hundreds of economic injury defective products class action lawsuits in federal and state courts, including multiple dozens of cases requiring manufacturers to remedy a defect, extend warranties, and refund to consumers the cost of repairing defective products. Working with co-counsel, we have achieved judgments and settlements that have recovered more than \$4.7 billion in these cases, as well as other valuable relief such as product fixes and extended warranties. The economic injury product defects cases handled by Lieff Cabraser span an extraordinary range of industries and goods, from faulty pipes, furnaces, shingles, decks, railings and other home construction products to computers, computer components, appliances and other electronic devices, on to tires, vehicles, and other vehicle components of all kinds.

Representative Current Cases



HAWKINS V. SHIMANO NORTH AMERICA BICYCLE INC., 8:23-CV- 02038 (C.D. CAL.)

Lieff Cabraser has been appointed Interim Co-Lead Counsel in this consolidated litigation involving allegedly defective bicycle cranksets, the part of the

bicycle that the pedals and chain attach to for pedaling. Shimano has recalled hundreds of thousands of these cranksets, which can separate and break while a bicyclist is riding, posing serious safety hazards. Plaintiffs recently filed an amended complaint, and discovery is underway.



IN RE ARC AIRBAG INFLATORS PRODUCTS LIABILITY LITIGATION, NO. 1:22-MD-3051 (N.D. GA.)

Lieff Cabraser represents consumers from every state who own or lease vehicles containing airbag inflators manufactured by ARC

Automotive, Inc. This lawsuit alleges that these inflators, as revealed by an ongoing federal recall investigation and press reports, contain a defect that makes them subject to rupture, putting occupants of the vehicle at risk of harm and impairing the value of the cars. In March 2023, Judge Eleanor L. Ross of the Northern District of Georgia appointed Lieff Cabraser partner David Stellings to the Plaintiffs' Leadership Committee in this case. The

defendants—who include many major automakers, parts suppliers, and ARC—moved to dismiss the complaint. That motion is pending before the court.



MERCEDES-BENZ SUBFRAME RUST & CORROSION LITIGATION

SOWA, ET AL. V. MERCEDES-BENZ USA AND MERCEDES- BENZ GROUP AG, NO. 1:23-CV-00636-SEG (N.D. GEORGIA).

In February 2023, Lieff Cabraser and co-counsel filed an automotive defect class action lawsuit in federal district court in Georgia against Mercedes-Benz USA LLC and Mercedes-Benz Group AG alleging breach of warranty and violation of state consumer fraud laws, relating to rust or corrosion of the subframe in 2010-2022 models across the Mercedes-Benz vehicle line, including Classes C, E, GLK/GLC, CLS, SLK/SLC, and SL. Plaintiffs brought this lawsuit to force Mercedes to warn consumers about a dangerous defect in the rear subframes and adjacent parts of their vehicles and compensate them for their damages arising from the defect. Plaintiffs allege that the vehicle subframes and adjacent parts prematurely rust and corrode, costing consumers thousands of dollars in repairs that Mercedes has refused to cover. The rust and corrosion can adversely affect driveability and braking, and cause the rear subframes to fail while the vehicles are in motion. As a result, thousands of owners have paid out of pocket for repairs and related costs, while many more are still unknowingly driving unsafe vehicles.

The complaint further alleges that Mercedes has known of the defect for many years, including through consumer complaints made directly to Mercedes, complaints made to the National Highway Transportation Safety Administration's Office of Defect Investigation, and complaints posted on public online vehicle owner forums, as well as other internal sources unavailable to Plaintiffs and their counsel without discovery. In addition, the complaint details that, despite Mercedes' refusal to acknowledge the defect or pay in full for the repairs it requires, Mercedes' authorized dealers have told owners who complain that premature subframe corrosion is a common problem with Mercedes vehicles.

The complaint explains that, because subframe corrosion occurs "from the inside out," the defect is not apparent even to a trained mechanic until the rear subframe is dangerously corroded, near total failure, and has rendered the vehicle unsafe to operate. Replacing the rear subframe and other impacted parts typically costs from \$3,500 to more than \$7,000.

In April of 2023, Lief Cabraser was named interim Co-Lead Class Counsel for the plaintiff consumers in the Mercedes-Benz subframe rust and corrosion product



defect litigation.

IN RE: GENERAL MOTORS CORP. AIR CONDITIONING MARKETING AND SALES PRACTICES LITIGATION., MDL NO. 2818 (E.D. MICH.)

Lief Cabraser serves as Co-Lead Plaintiffs' Counsel in a consumer fraud class action against General Motors Company consolidated in Michigan federal court on behalf of all persons who purchased or leased certain GM vehicles equipped with an allegedly defective air conditioning system. The lawsuit claims the vehicles have a serious defect that causes the air conditioning systems to crack and leak refrigerant, lose pressure, and fail to function properly to provide cooled air into the vehicles. These failures lead owners and lessees to incur significant costs for repair, often successive repairs as the repaired parts prove defective as well. The complaint lists causes of action for violations of various states' Consumer Protection Acts, fraudulent

concealment, breach of warranty, and unjust enrichment, and seeks declaratory and injunctive relief, including an order requiring GM to permanently repair the affected vehicles within a reasonable time period, as well as compensatory, exemplary, and statutory damages.



JORDAN V. SAMSUNG ELECTRONICS AMERICA, NO. 2:22-CV-02828 (D.N.J.)

Lief Cabraser and co-counsel represent consumers in a federal product defect lawsuit

against Samsung alleging that certain of the company's refrigerators do not keep food cold enough to prevent illness. The suit accuses Samsung of unjust enrichment, false advertising, and consumer fraud relating to the sale of a line of refrigerators with double French doors and a bottom freezer that fail to properly keep foods cool.

FORD F-150 BRAKES (E.D. MICH)

Lief Cabraser has been appointed Co-Lead Counsel in this multidistrict litigation where millions of Ford trucks are alleged to have defective brakes that unexpectedly malfunction, increasing stopping distances and putting the motoring public at risk. The court has certified liability classes in five states. The litigation is ongoing.

FORD ECOBOOST ENGINE FAILURES (E.D. CAL)

Lief Cabraser has been appointed Co-Lead Counsel in this litigation alleging that defectively designed engines in millions of Ford vehicles with EcoBoost engines can experience coolant leaks, overheat, and, in some case, catch fire.



FIAT CHRYSLER EXPLODING HEAD RESTS (E.D. CAL)

Lief Cabraser has been appointed Co-Lead Class Counsel for a certified class of California purchasers of hundreds of thousands of vehicles,

including Jeeps and Dodges, that have "active head rests" that can explode unexpectedly, causing driver distraction and head and neck injuries.



**IN RE: EVENFLO
COMPANY, INC.,
MARKETING, SALES
PRACTICES AND
PRODUCTS LIABILITY
LITIGATION, NO. 1:20-
MD-02938 (D. MASS.)**

We serve as Co-Lead Counsel for plaintiffs in multidistrict litigation accusing Evenflo

of improper, fraudulent, and dangerous marketing of child car booster seats. As alleged in the complaint, Evenflo knew, even while it was making representations to consumers about the professed safety of its Big Kid Booster, that the seats were not safe, should not be used by children under forty pounds, and provided little to no side-impact protection. In November 2022, the First

Circuit Court of Appeal revived the litigation, ruling that the lower court erred in concluding in January 2022 that consumers in the litigation lacked standing to sue for damages.



**CARDER V. GRACO
CHILDREN'S
PRODUCTS, INC., NO.
2:20-CV-00137 (N.D.
GA.)**

Lieff Cabraser serves on the Plaintiff Steering Committee in federal litigation in Georgia over claims that Graco misrepresented the

safety features of certain of its booster seats, causing consumers to pay inflated prices for the products.

ECONOMIC INJURY PRODUCT DEFECT

Representative Achievements & Successes



**IN RE NAVISTAR
MAXXFORCE ENGINES
MARKETING, SALES
PRACTICES AND
PRODUCTS LIABILITY
LITIGATION, CASE NO.
1:14-CV-10318 (N.D.
ILL.)**

In January 2020, Judge Joan B. Gottschall of the U.S. District Court for

the Northern District of Illinois issued an Order granting final approval to a \$135 million settlement of multidistrict litigation brought by Lieff Cabraser and co-counsel on behalf of plaintiff truck owners and lessees alleging that Navistar, Inc. and Navistar International, Inc. sold or leased 2011-2014 model year vehicles equipped with certain MaxxForce 11- or 13-liter diesel engines equipped with a defective EGR emissions system.

Judge Gottschall ruled that the proposed class action settlement which had been submitted to the Court in May

2019, was fair, reasonable, and adequate in addressing plaintiffs' claims. Owners and lessees of the affected trucks had until May 11, 2020 to file their settlement claims at an official case website. The \$135 million settlement provided class members with up to \$2,500 per truck or up to \$10,000 rebate off a new truck, depending on months of ownership or lease, or with the option to seek up to \$15,000 per truck in out-of-pocket damages caused by the alleged defect.



**IN RE VOLKSWAGEN
'CLEAN DIESEL'
MARKETING, SALES
PRACTICES, AND
PRODUCTS LIABILITY
LITIGATION, MDL NO.
2672 (N.D. CAL.)**

In 2015, the U.S. Environmental Protection Agency issued a Notice of Violation to

Volkswagen relating to 475,000 diesel-powered cars in

the United States sold since 2008 under the VW and Audi brands on which VW installed “cheat device” software that intentionally changed the vehicles’ emissions production during official testing. The controls were turned off during actual road use, producing up to 40x more pollutants than the testing amounts in an extraordinary violation of U.S. clean air laws.

Private vehicle owners, government agencies, and attorneys general all sought relief from VW through litigation in U.S. courts. Civil cases and government claims were consolidated in federal court in Northern California, and U.S. District Judge Charles Breyer named Elizabeth Cabraser as Lead Counsel and Chair of the 22-member Plaintiffs Steering Committee in February of 2016.

After nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs’ side by Ms. Cabraser,, a set of interrelated settlements totaling \$14.7 billion were given final approval in 2016. On May 11, 2017, a further settlement with a value of \$1.2-\$4.04 billion relating to VW’s 3.0- liter engine vehicles received final approval. The Volkswagen emissions settlement is one of the largest payments in American history and the largest known consumer class settlement. The settlements are unprecedented also for their scope and complexity, involving the Department of Justice, Environmental Protection Agency (EPA), California Air Resources Board (CARB) and California Attorney General, the Federal Trade Commission (FTC), and private plaintiffs.

The VW settlements were wildly successful: Volkswagen removed from commerce or performed complete emissions modification on over 93% of all 2.0-liter vehicles, with over \$8.4 billion in buyback offers, and buyback offers are past the \$1 billion mark for 3.0-liter cars with over 90% of the those vehicles removed from commerce or modified.



**IN RE GENERAL
MOTORS LLC IGNITION
SWITCH LITIGATION,
MDL NO. 2543 (S.D.N.Y.)**

Lieff Cabraser represented proposed nationwide classes of GM vehicle owners and lessees whose cars included defective ignition switches in

litigation focusing on economic loss claims. On August 15, 2014, U.S. District Court Judge Jesse M. Furman appointed Elizabeth J. Cabraser as Co-Lead Plaintiffs’ Counsel in the litigation, which sought compensation

on behalf of consumers who purchased or leased GM vehicles containing a defective ignition switch, over 500,000 of which have been recalled. The consumer complaints alleged that the ignition switches in these vehicles shared a common, uniform, and defective design. As a result, these cars were of a lesser quality than GM represented, and class members overpaid for the cars. Further, GM’s public disclosure of the ignition switch defect caused the value of these cars to materially diminish. The complaints sought monetary relief for the diminished value of the class members’ cars.



**ALLAGAS V. BP SOLAR,
NO. 3:14-CV-00560-SI
(N.D. CAL.)**

Lieff Cabraser and co-counsel represented California consumers in a class action lawsuit against BP Solar and Home Depot charging the companies sold solar panels with

defective junction boxes that caused premature failures and fire risks. In January 2017, Judge Susan Illston granted final approval to a consumer settlement valued at more than \$67 million that extended relief to a nationwide class as well as eliminating the serious fire risks.



**FRONT-LOADING
WASHER PRODUCTS
LIABILITY LITIGATION**

Lieff Cabraser represented consumers in multiple states who filed separate class action lawsuits against Whirlpool, Sears and LG Corporations charging that certain front-loading

automatic washers manufactured by these companies were defectively designed and that the design defects created foul odors from mold and mildew that permeated washing machines and customers’ homes. Many class members spent money for repairs and on other purported remedies, none of which eliminated the problem. These cases were all settled favorably on behalf of our clients and the classes.

In the Whirlpool and Sears cases, we obtained significant court of appeals rulings; see *Butler I and II v. Sears*, 702 F.3d 359 (7th Cir. 2012), reh’g en banc denied, (7th Cir. Dec. 19, 2012), vacated, 569 U.S. 1015 (2013), reinstated, 727 F.3d 796 (7th Cir. 2013) (reversing lower court denial

of class certification in moldy washer consumer case) (no oral argument) and *In re: Whirlpool Corporation Front-Loading Washer Products Liability Litigation*, 678 F.3d 409 (6th Cir. 2012), reh'g en banc denied, (6th Cir. June 18, 2012), vacated, 569 U.S. 901 (2013), reinstated, 722 F.3d 838 (6th Cir. 2013) (affirming lower court grant of class certification in moldy washer consumer case) (briefing and oral argument).



TAKATA AIRBAG DEFECT CASES/IN RE TAKATA AIRBAG LITIGATION, MDL NO. 2599 (S.D. FL.)

Lieff Cabraser served on the Plaintiffs Steering Committee in national litigation related to Takata

Corporation's defective

and dangerous airbags. Nearly 42 million vehicles were recalled worldwide, the largest automotive recall in U.S. history. An unstable propellant caused some airbags to explode upon impact in accidents, shooting metal debris at drivers and passengers. Close to 300 injuries, including 23 deaths, were linked to the defect. The complaints included charges the company knew of the defects but concealed them from safety regulators for over ten years. Lieff Cabraser and co-counsel secured over \$1.5 billion in settlements from Honda, Toyota, Ford, Nissan, BMW, Subaru, and Mazda. Litigation continues against Volkswagen, Mercedes, Fiat Chrysler, and General Motors.



MOORE, ET AL. V. SAMSUNG ELECTRONICS AMERICA AND SAMSUNG ELECTRONICS CO., LTD., NO. 2:16-CV-4966 (D.N.J.)

Lieff Cabraser represented consumers in federal court in New

Jersey in cases focusing on complaints about Samsung top-loading washing machines that exploded in the home, causing damage to walls, doors, and other equipment, and presenting significant injury risks. Owners reported Samsung top-load washers exploding as early as the day of installation, while others saw their machines explode months or even more than a year after purchase. The lawsuit successfully obtained injunctive relief as well as remediation, restitution, and damages.

MCLENNAN V. LG ELECTRONICS USA, NO. 2:10-CV-03604 (D. N.J.)

Lieff Cabraser represented consumers who alleged several LG refrigerator models had a faulty design that caused the interior lights to remain on even when the refrigerator doors were closed (identified as the "light issue"), resulting in overheating and food spoilage. In March 2012, the Court granted final approval to a settlement of the nationwide class action lawsuit. The settlement provided that LG reimburse class members for all out-of-pocket costs (parts and labor) to repair the light issue prior to the mailing of the class notice and extended the warranty with respect to the light issue for ten years from the date of the original retail purchase of the refrigerator. The extended warranty covered in-home refrigerator repair performed by LG and, in some cases, the cost of a replacement refrigerator. In approving the settlement, U.S. District Court Judge William J. Martini stated, "The Settlement in this case provides for both the complete reimbursement of out-of-pocket expenses for repairs fixing the Light Issue, as well as a warranty for ten years from the date of refrigerator purchase. It would be hard to imagine a better recovery for the Class had the litigation gone to trial. Because Class members will essentially receive all of the relief to which they would have been entitled after a successful trial, this factor weighs heavily in favor of settlement."



IN RE MERCEDES-BENZ TELE-AID CONTRACT LITIGATION, MDL NO. 1914 (D. N.J.)

Lieff Cabraser represented owners and lessees of Mercedes-Benz cars and SUVs equipped with the Tele-Aid system, an emergency

response system which linked subscribers to road-side assistance operators by using a combination of global positioning and cellular technology. In 2002, the Federal Communications Commission issued a rule, effective 2008, eliminating the requirement that wireless phone carriers provide analog-based networks. The Tele-Aid system offered by Mercedes-Benz relied on analog signals. Plaintiffs charged that Mercedes-Benz committed fraud in promoting and selling the Tele-Aid system without disclosing to buyers of certain model years that the Tele-Aid system as installed would become obsolete in 2008.

In an April 2009 published order, the Court certified a nationwide class of all persons or entities in the U.S. who purchased or leased a Mercedes-Benz vehicle equipped

with an analog-only Tele Aid system after August 8, 2002, and (1) subscribed to Tele Aid service until being informed that such service would be discontinued at the end of 2007, or (2) purchased an upgrade to digital equipment.

In September 2011, the Court approved a settlement that provided class members a \$650 check or a \$750 to \$1,300 certificate toward the purchase or lease of new Mercedes-Benz vehicle, depending upon whether or not they paid for an upgrade of the analog Tele Aid system and whether they still owned their vehicle. In approving the settlement, U.S. District Court Judge Dickinson R. Debevoise stated, "I want to thank counsel for the . . . very effective and good work . . . It was carried out with vigor, integrity and aggressiveness with never going beyond the maxims of the Court."



CARIDEO V. DELL, NO. C06-1772 JLR (W.D. WASH.)

Lieff Cabraser represented consumers who owned Dell Inspiron notebook computer model numbers 1150, 5100, or 5160. The class action lawsuit complaint charged that

the notebooks suffered premature failure of their cooling system, power supply system, and/or motherboards. In December 2010, the Court approved a settlement which provided class members that paid Dell for certain repairs to their Inspiron notebook computer a reimbursement of all or a portion of the cost of the repairs.

GRAYS HARBOR ADVENTIST CHRISTIAN SCHOOL V. CARRIER CORPORATION, NO. 05-05437 (W.D. WASH.)

In April 2008, the Court approved a nationwide settlement for current and past owners of high-efficiency furnaces manufactured and sold by Carrier Corporation and equipped with polypropylene-laminated condensing heat exchangers ("CHXs"). Carrier sold the furnaces under the Carrier, Bryant, Day & Night and Payne brand-names. Plaintiffs alleged that starting in 1989, Carrier began manufacturing and selling high efficiency condensing furnaces manufactured with a secondary CHX made of inferior materials. Plaintiffs alleged that as a result, the CHXs, which Carrier warranted and consumers expected to last for 20 years, failed prematurely. The settlement provided an enhanced 20-year warranty of free service and free parts for consumers whose furnaces had not yet failed. The settlement also offered a cash reimbursement for consumers who already paid to repair or replace the CHX in their high-efficiency Carrier furnaces.

An estimated three million or more consumers in the U.S. and Canada purchased the furnaces covered under the settlement. Plaintiffs valued the settlement to consumers at over \$300 million based upon the combined value of the cash reimbursement and the estimated cost of an enhanced warranty of this nature.



GROSS V. MOBIL, NO. C 95-1237-SI (N.D. CAL.)

Lieff Cabraser served as Plaintiffs' Class Counsel in this nationwide action involving an estimated 2,500 aircraft engine owners whose engines were affected by Mobil AV-1, an allegedly defective aircraft engine

oil. Plaintiffs alleged claims for strict liability, negligence, misrepresentation, violation of consumer protection statutes, and for injunctive relief. Plaintiffs obtained a preliminary injunction requiring Mobil Corporation to provide notice to all potential class members of the risks associated with past use of aircraft engine oil. In addition, Plaintiffs negotiated a proposed settlement, granted final approval by the Court in November 1995, valued at over \$12.5 million, under which all Class Members were eligible to participate in an engine inspection and repair program, and receive compensation for past repairs and for the loss of use of their aircraft associated with damage caused by Mobil AV-1.

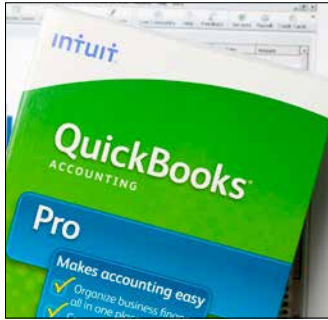
CARTWRIGHT V. VIKING INDUSTRIES, NO. 2:07-CV-2159 FCD (E.D. CAL.)

Lieff Cabraser represented California homeowners in a class action lawsuit alleging that over one million Series 3000 windows produced and distributed by Viking between 1989 and 1999 were defective. The plaintiffs charged that the windows were not watertight and allowed for water to penetrate the surrounding sheetrock, drywall, paint or wallpaper. Under the terms of a settlement approved by the Court in August 2010, all class members who submitted valid claims were entitled to receive as much as \$500 per affected property.

PELLETZ V. ADVANCED ENVIRONMENTAL RECYCLING TECHNOLOGIES (W.D. WASH.)

Lieff Cabraser served as Co-Lead Counsel in a case alleging that ChoiceDek decking materials, manufactured by AERT, developed persistent and untreatable mold spotting throughout their surface. In a published opinion in January 2009, the Court approved a settlement that provided affected consumers with free and discounted

deck treatments, mold inhibitor applications, and product replacement and reimbursement.



**CREATE-A-CARD V.
INTUIT, NO. C07-6452
WHA (N.D. CAL.)**

Lieff Cabraser, with co-counsel, represented business users of QuickBooks Pro for accounting that lost their QuickBooks data and other files due to faulty software code

sent by Intuit, the producer of QuickBooks. In September 2009, the Court granted final approval to a settlement that provided all class members who filed a valid claim with a free software upgrade and compensation for certain data-recovery costs. Commenting on the settlement and the work of Lieff Cabraser on September 17, 2009, U.S. District Court Judge William H. Alsup stated, "I want to come back to something that I observed in this case firsthand for a long time now. I think you've done an excellent job in the case as class counsel and the class has been well represented having you and your firm in the case."



**LUNDELL V. DELL, NO.
C05-03970 (N.D. CAL.)**

Lieff Cabraser served as Lead Class Counsel for consumers who experienced power problems with the Dell Inspiron 5150 notebook. In December 2006, the Court granted final approval to a settlement

of the class action which extended the one-year limited warranty on the notebook for a set of repairs related to the power system. In addition, class members that paid Dell or a third party for repair of the power system of their notebook were entitled to a 100% cash refund from Dell.

**WEEKEND WARRIOR TRAILER CASES, JCCP NO. 4455
(CAL. SUPR. CT.)**

Lieff Cabraser, with co-counsel, represented owners of Weekend Warrior trailers manufactured between 1998 and 2006 that were equipped with frames manufactured, assembled, or supplied by Zieman Manufacturing Company. The trailers, commonly referred to as "toy haulers," were used to transport outdoor recreational equipment such as motorcycles and all-terrain vehicles.

Plaintiffs charged that Weekend Warrior and Zieman knew of design and performance problems with the trailers, including bent frames, detached siding, and warped forward cargo areas, and concealed the defects from consumers. In February 2008, the Court approved a \$5.5 million settlement of the action that provided for the repair and/or reimbursement of the trailers. In approving the settlement, California Superior Court Judge Thierry P. Colaw stated that class counsel were "some of the best," and "there was an overwhelming positive reaction to the settlement" among class members.



**MCMANUS V.
FLEETWOOD
ENTERPRISES, INC.,
NO. SA-99-CA-464-FB
(W.D. TEX.)**

Lieff Cabraser served as Class Counsel on behalf of original owners of 1994-2000 model year Fleetwood Class A and Class C motor homes.

The lawsuits alleged that Fleetwood misrepresented the towing capabilities of new motor homes it sold, and claimed that Fleetwood should have told buyers that a supplemental braking system was needed to stop safely while towing heavy items, such as a vehicle or trailer. In 2003, the Court approved a settlement that resolved lawsuits pending in Texas and California about braking while towing with 1994 Fleetwood Class A and Class C motor homes. The settlement paid \$250 to people who bought a supplemental braking system for Fleetwood motor homes that they bought new. Earlier, the appellate court found that common questions predominated under purchasers' breach of implied warranty of merchantability claim. 320 F.3d 545 (5th Cir. 2003).

**FOOTHILL/DEANZA COMMUNITY COLLEGE DISTRICT
V. NORTHWEST PIPE COMPANY, NO. C-00-20749 (N.D.
CAL.)**

Since 1990, Poz-Lok pipes and pipe fittings were sold in the U.S. as part of fire suppression systems for use in residential and commercial buildings. After leaks in Poz-Lok pipes caused damage to its DeAnza Campus Center building, Foothill/DeAnza Community College District in California retained Lieff Cabraser to file a class action lawsuit against the manufacturers of Poz-Lok. The college district charged that Poz-Lok pipe had manufacturing and design defects that resulted in the premature corrosion and failure of the product. In June 2004, the Court approved the creation of a settlement fund of up to \$14.5 million for property owners nationwide with Poz-Lok fire sprinkler piping that failed. Under the settlement, owners

whose Poz-Lok pipes were leaking, or leaked over the next 15 years, could file a claim for compensation.



**KAN V. TOSHIBA
AMERICAN
INFORMATION
SYSTEMS, NO.
BC327273 (LOS
ANGELES SUPER. CT.)**

Lieff Cabraser served as Co-Lead Counsel for a class of all end-user persons or entities who purchased or otherwise

acquired in the United States, for their own use and not for resale, a new Toshiba Satellite Pro 6100 Series notebook. Consumers alleged a series of defects were present in the notebook. In 2006, the Court approved a settlement that extended the warranty for all Satellite Pro 6100 notebooks, provided cash compensation for certain repairs, and reimbursed class members for certain out-of-warranty repair expenses.



**TOSHIBA LAPTOP
SCREEN FLICKER
SETTLEMENT**

Lieff Cabraser negotiated a settlement with Toshiba America Information Systems, Inc. ("TAIS") to provide relief for owners of certain Toshiba Satellite 1800 Series, Satellite

Pro 4600 and Tecra 8100 personal notebook computers whose screens flickered, dimmed or went blank due to an issue with the FL Inverter Board component. In 2004 under the terms of the settlement, owners of affected computers who paid to have the FL Inverter issue repaired by either TAIS or an authorized TAIS service provider recovered the cost of that repair, up to \$300 for the Satellite 1800 Series and the Satellite Pro 4600 personal computers, and \$400 for the Tecra 8100 personal computers. TAIS also agreed to extend the affected computers' warranties for the FL Inverter issue by eighteen months.

**RICHISON V. AMERICAN CEMWOOD CORP., NO. 005532
(SAN JOAQUIN SUPR. CT., CAL.)**

Lieff Cabraser served as Co-Lead Class Counsel for an estimated nationwide class of 30,000 owners of homes and other structures on which defective Cemwood Shakes were installed. In November 2003, the Court granted

final approval to a \$75 million Phase 2 settlement in the American Cemwood roofing shakes national class action litigation. This amount was in addition to a \$65 million partial settlement approved by the Court in May 2000, and brought the litigation to a conclusion.

**ABS PIPE LITIGATION, JCCP NO. 3126 (CONTRA COSTA
COUNTY SUPR. CT., CAL.)**

Lieff Cabraser served as Lead Class Counsel on behalf of property owners whose ABS plumbing pipe was allegedly defective and caused property damage by leaking. Six separate class actions were filed in California against five different ABS pipe manufacturers, numerous developers of homes containing the ABS pipe, as well as the resin supplier and the entity charged with ensuring the integrity of the product. Between 1998 and 2001, Lieff Cabraser achieved 12 separate settlements in the class actions and related individual lawsuits for approximately \$78 million.

Commenting on the work of Lieff Cabraser and co-counsel in the case, California Superior Court (now Appellate) Judge Mark B. Simons stated on May 14, 1998: "The attorneys who were involved in the resolution of the case certainly entered the case with impressive reputations and did nothing in the course of their work on this case to diminish these reputations, but underlined, in my opinion, how well deserved those reputations are."



**HANLON V. CHRYSLER
CORP., NO. C-95-2010-
CAL (N.D. CAL.)**

In 1995, the District Court approved a \$200+ million settlement enforcing Chrysler's comprehensive minivan rear latch replacement program, and to correct alleged safety

problems with Chrysler's pre-1995 designs. As part of the settlement, Chrysler agreed to replace the rear latches with redesigned latches. The settlement was affirmed on appeal by the Ninth Circuit in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (1998).

**IN RE GENERAL MOTORS CORP. PICK-UP FUEL TANK
PRODUCTS LIABILITY LITIGATION, MDL NO. 961 (E.D.
PA.)**

Lieff Cabraser served as Court-appointed Co-Lead Counsel representing a class of 4.7 million plaintiffs who owned 1973-1987 GM C/K pickup trucks with allegedly defective gas tanks. The Consolidated Complaint asserted claims under the Lanham Act, the Magnuson-Moss

Act, state consumer protection statutes, and common law. In 1995, the Third Circuit vacated the District Court settlement approval order and remanded the matter to the District Court for further proceedings. In July 1996, a new nationwide class action was certified for purposes of an enhanced settlement program valued at a minimum of \$600 million, plus funding for independent fuel system safety research projects. The Court granted final approval to the settlement in November 1996.



IN RE LOUISIANA-PACIFIC INNER-SEAL SIDING LITIGATION, NO. C-95-879-JO (D. OR.)

Lieff Cabraser served as Co-Lead Class Counsel on behalf of a nationwide class of homeowners with defective exterior siding on their homes. Plaintiffs

asserted claims for breach of warranty, fraud, negligence, and violation of consumer protection statutes. In 1996, U.S. District Judge Robert E. Jones entered an Order, Final Judgment and Decree granting final approval to a nationwide settlement requiring Louisiana-Pacific to provide funding up to \$475 million to pay for inspection of homes and repair and replacement of failing siding over the next seven years.



COX V. SHELL, NO. 18,844 (OBION COUNTY CHANCERY CT., TENN.)

Lieff Cabraser served as Class Counsel on behalf of a nationwide class of approximately 6 million owners of property equipped with defective polybutylene plumbing systems

and yard service lines. In November 1995, the Court approved a settlement involving an initial commitment by defendants of \$950 million in compensation for past and future expenses incurred as a result of pipe leaks, and to provide replacement pipes to eligible claimants. The deadline for filing claims expired in 2009.

WILLIAMS V. WEYERHAEUSER, NO. 995787 (SAN FRANCISCO SUPR. CT.)

Lieff Cabraser served as Class Counsel on behalf of a nationwide class of hundreds of thousands of owners of homes and other structures with defective Weyerhaeuser

hardboard siding. A California-wide class was certified for all purposes in February 1999, and withstood writ review by both the California Court of Appeals and Supreme Court of California. In 2000, the Court granted final approval to a nationwide settlement of the case which provided class members with compensation for their damaged siding, based on the cost of replacing or, in some instances, repairing damaged siding. The settlement had no cap, and required Weyerhaeuser to pay all timely, qualified claims over a nine year period.



NAEF V. MASONITE, NO. CV-94-4033 (MOBILE COUNTY CIRCUIT CT., ALA.)

Lieff Cabraser served as Co-Lead Class Counsel on behalf of a nationwide Class of an estimated 4 million homeowners with allegedly defective

hardboard siding manufactured and sold by Masonite Corporation, a subsidiary of International Paper, installed on their homes. The Court certified the class in November 1995, and the Alabama Supreme Court twice denied extraordinary writs seeking to decertify the Class, including in *Ex Parte Masonite*, 681 So. 2d 1068 (Ala. 1996). A month-long jury trial in 1996 established the factual predicate that Masonite hardboard siding was defective under the laws of most states. The case settled on the eve of a second class-wide trial, and in 1998, the Court approved a settlement.

Under a claims program established by the settlement that ran through 2008, class members with failing Masonite hardboard siding installed and incorporated in their property between January 1, 1980 and January 15, 1998 were entitled to make claims, have their homes evaluated by independent inspectors, and receive cash payments for damaged siding. Combined with settlements involving other alleged defective home building products sold by Masonite, the total cash paid to homeowners exceeded \$1 billion.

IN RE INTEL PENTIUM PROCESSOR LITIGATION, NO. CV 745729 (SANTA CLARA SUPR. CT., CAL.)

Lieff Cabraser served as one of two Court-appointed Co-Lead Class Counsel in this action alleging defects in certain Intel Pentium CPUs, and negotiated a settlement, approved by the Court in June 1995, involving both injunctive relief and damages having an economic value of approximately \$1 billion.

EMPLOYMENT DISCRIMINATION & UNFAIR EMPLOYMENT PRACTICES

Lieff Cabraser's nationally-recognized employment lawyers litigate many of the most significant employment class action lawsuits in the U.S. today, cases challenging companies paying women less for the same work as men; gender and race discrimination and retaliation; policies that deprive employees and "independent contractors" of their wages, overtime payments, meal and rest breaks, or reimbursement for business expenses; and pension plan abuse claims on behalf of employees and retirees.

We have repeatedly prevailed in and obtained record-setting recoveries for our clients in precedent-setting cases against the largest corporations in the U.S. and throughout the world, including Goldman Sachs, Walmart, Google, IBM, Apple, Federal Express, Smith Barney, and Home Depot.

Representative Current Cases



LABOR TRAFFICKING WAGE THEFT CASE FOR COLOMBIAN HOUSEKEEPERS

Lieff Cabraser, with co-counsel, brought an action in federal court in the Eastern District of Virginia involving the transportation of over 200 Colombian nationals or people of Colombian origin to work as housekeepers at MasterCorp-serviced hotel and resort properties across the country. The housekeepers (who were nominally employed by Perennial Pete General Services LLC and related entities) worked up to 12–15 hours per day for four-month periods without overtime wages; had unlawful deductions taken from their wages; were housed in crowded motel rooms; and were threatened with immigration-related harm if they complained or quit. The Court is considering a proposed settlement.

VASSAR COLLEGE GENDER DISCRIMINATION

Along with co-counsel Equal Rights Advocates, Lieff Cabraser filed a class action lawsuit in August 2023 on behalf of female full professors of Vassar College alleging gender discrimination and equal pay violations. The case is pending in the U.S. District Court for the Southern District of New York, and alleges pervasive and long-standing gender-based pay disparities between Vassar's male and female full professors, and has garnered substantial support

within the Vassar community. Since it was filed in August 2023, 36 additional female full professors at Vassar have written jointly and publicly to say they share the class representatives' grievances about Vassar's pattern of pay discrimination, and another group of 29 male full professors at Vassar have written publicly to "voice strong support" for the class representatives and the lawsuit. Students have also protested. Discovery has now begun, as Vassar raises modest procedural challenges to various pieces of the complaint.



BROWN V. DOORDASH, INC., NO. 21-1828 (CAL. SUPR. CT.)

Lieff Cabraser represents gig economy workers in a series of lawsuits alleging that the companies' practice of classifying them as independent contractors rather than employees violates California's Private Attorneys General Act (PAGA).

In October 2021, Lieff Cabraser filed a case against DoorDash, Inc. under PAGA. The case alleges that DoorDash has violated multiple provisions of the California Labor Code by classifying its "dashers" as independent contractors and denying them wages, overtime pay, sick leave, off-duty meal and rest breaks, and compensation for their required business expenses.



SPACEX RETALIATORY FIRINGS

On November 16, 2022, Lieff Cabraser and co-counsel filed unfair labor practice charges on behalf of eight former SpaceX employees against the company. The charges allege that SpaceX violated the

National Labor Relations Act by terminating the employees for engaging in protected concerted activity.

The employees were allegedly fired for being part of a larger group that drafted a letter to SpaceX's executive team expressing concern about recent allegations of sexual harassment by SpaceX's CEO, and his harmful behavior on Twitter that hurt the company's reputation and also the company culture. The letter called on SpaceX to take appropriate remedial action including condemning the CEO's harmful Twitter behavior, holding leadership accountable, and seeking uniform definition and enforcement of SpaceX's policies.

Approximately one year after Lieff Cabraser filed, the National Labor Relations Board ("NLRB") concluded its

investigation and issued a complaint against the company alleging 37 separate violations of Section 8(a)(1) of the National Labor Relations Act: 11 for coercive statements, 2 for coercive statements/implied threats, 7 for interrogation, 4 for unlawful instructions, 3 for impression of surveillance, and 10 for retaliation for involvement in protected concerted activity. Trial is set to for 2024.

IN RE: AME CHURCH EMPLOYEE RETIREMENT FUND LITIGATION, MDL 3035 (W.D.TENN.)

Lieff Cabraser has been appointed to the Plaintiffs Steering Committee in a multidistrict litigation on behalf of clergy and other employees of the African Methodist Episcopal Church who had almost \$90 million of their retirement funds misappropriated.

The litigation has been centralized in the Western District of Tennessee and it includes as defendants church officials, the church's investment advisors, and others. In March 2023, the case was consolidated into multidistrict litigation before Judge S. Thomas Anderson of the U.S. District Court for the Western District of Tennessee, who largely denied motions to dismiss from the church's investment advisors. The case is presently in discovery and a consolidated complaint was filed in late August 2022.

EMPLOYMENT DISCRIMINATION & UNFAIR EMPLOYMENT PRACTICES

Representative Achievements & Successes



CHEN-OSTER V. GOLDMAN SACHS, NO. 10-6950 (S.D.N.Y.)

Lieff Cabraser served as Co-Lead Counsel for plaintiffs in a gender discrimination class action lawsuit against Goldman Sachs alleging Goldman Sachs engaged in systemic and

pervasive discrimination against its female professional employees in violation of Title VII of the Civil Rights Act of

1964 and New York City Human Rights Law. The complaint charged that, among other things, Goldman Sachs paid its female professionals less than similarly situated males, disproportionately promoted men over equally or more qualified women, and offered better business opportunities and professional support to its male professionals. In 2012, the Court denied defendant's motion to strike class allegations.

On March 10, 2015, Magistrate Judge James C. Francis IV issued a recommendation against certifying the class. In April of 2017, District Court Judge Analisa Torres granted plaintiffs' motion to amend their complaint and add new representative plaintiffs, denied Goldman Sachs' motions to

dismiss the new plaintiffs' claims, and ordered the parties to submit proposals by April 26, 2017, on a process for addressing Magistrate Judge Francis' March 2015 Report and Recommendation on class certification.

On March 30, 2018, Judge Torres issued an order certifying the plaintiffs' damages class under Federal Rule of Civil Procedure Rule 23(b)(3). Judge Torres certified plaintiffs' claims for both disparate impact and disparate treatment discrimination, relying on statistical evidence of discrimination in pay, promotions, and performance evaluations, as well as anecdotal evidence of Goldman's hostile work environment. In so ruling, the court also granted plaintiffs' motion to exclude portions of Goldman's expert evidence as unreliable, and denied all of Goldman's motions to exclude plaintiffs' expert evidence.

After certification and completion of notice, Goldman attempted to remove over half of the 3,220+ class members to arbitration. Plaintiffs objected, filing for sanctions against Goldman for violations of FRCP 23(d). In 2020, the Magistrate Judge assigned to the case issued a recommendation agreeing with plaintiffs that Goldman Sachs disseminated misleading communications leading to some class members opting out of arbitration. The case proceeded toward trial on whether Goldman violated federal and NY law by engaging in gender discrimination against the Class.

On May 15, 2023, on the eve of trial, the court granted preliminary approval to a \$215 million class settlement. This is an historic settlement for many reasons: It is one of the largest discrimination settlements in U.S. history; it is also the single largest gender bias settlement that has occurred in advance of employees winning their case at trial, and the third-largest gender bias settlement of any kind on record (the larger ones coming years after the employees won at trial). It is nearly five times larger than the next-largest gender bias class action settlement involving a Wall Street firm. In addition, the settlement represents approximately 78% of potential damages in the case, and 50% of all potential class damages. We are unaware of another gender class settlement before trial that had a higher recovery of potential exposure.



**STRAUCH V.
COMPUTER SCIENCES
CORPORATION, NO.
2:14-CV-00956 (D.
CONN.)**

In 2005, Computer Sciences Corporation ("CSC") settled for \$24 million a nationwide class and collective

action lawsuit alleging that CSC misclassified thousands of its information technology support workers as exempt from overtime pay in violation of the federal Fair Labor Standards Act ("FLSA") and state law.

Notwithstanding that settlement, a complaint filed on behalf of current and former CSC IT workers in 2014 by Lief Cabraser and co-counsel alleged that CSC misclassified CSC System Administrators as exempt even though they performed primarily nonexempt work.

On June 9, 2015, the Court granted plaintiffs' motion for conditional certification of a FLSA collective action. Thereafter, more than 1,000 System Administrators opted into the case. On June 30, 2017, the Court granted plaintiffs' motion for certification of Rule 23 classes for System Administrators in California and Connecticut.

On December 20, 2017, a federal court jury in Connecticut ruled that CSC wrongly and willfully denied overtime pay to approximately 1,000 current and former technology support workers around the country. After deliberating over two days, the Connecticut jury unanimously rejected CSC's claim that its System Administrators in the "Associate Professional" and "Professional" job titles were exempt under federal, Connecticut and California law, ruling instead that the workers should have been classified as nonexempt and paid overtime. The jury found CSC's violations to be willful, triggering additional damages. The misclassifications were made despite the fact that, in 2005, CSC paid \$24 million to settle similar claims from a previous group of technical support workers. Following judgment and an appeal to the Second Circuit Court of Appeals, the parties reached a settlement for a total payment of \$17,600,000.



**SENNE V. MAJOR LEAGUE BASEBALL, NO. 14-CV-00608
(N.D. CAL.)**

Lief Cabraser represented current and former Minor League Baseball players employed under uniform player contracts in a class and collective action seeking unpaid overtime and minimum wages under the Fair Labor Standards Act and state laws. The complaint alleged that Major League Baseball ("MLB"), the MLB franchises, and other defendants

paid minor league players a uniform monthly fixed salary that, in light of the hours worked, amounted to less than the minimum wage and an unlawful denial of overtime pay. In August 2019, the Ninth Circuit Court of Appeals upheld certification of a California Class, overturned the denial of certification of the Arizona and Florida Classes, and affirmed the certification of an FLSA collective action. In July 2022, the defendants agreed to pay a total of \$185 million to settle the case.



**SHELBY STEWART
ET AL., VS KAISER
FOUNDATION HEALTH
PLAN INC. ET AL.,
NO. 21-590966 (SAN
FRANCISCO SUP. CT.)**

Lieff Cabraser and co-counsel filed a race discrimination class action against Kaiser Foundation Health

Plan, Kaiser Foundation Hospitals, The Permanente Medical Group, and the SoCal Permanente Medical Group on behalf of more than 2,200 African American employees at each of the Kaiser Permanente entities. After two years of negotiation, the parties settled in April 2021 for \$11.5 million; Kaiser also agreed to institute comprehensive workplace programs to ensure that African-American employees' compensation and opportunities for advancement are fair and equitable. The settlement received final approval in March 2022.

NYONG'O V. SUTTER HEALTH, ET AL., 3:21-CV-06238 (SF SUP. CT.)

Lieff Cabraser represented Dr. Omondi Nyong'o in a race discrimination lawsuit against Sutter Health for multiple violations of California law arising from a racially toxic workplace. The complaint alleged that nationally-recognized Dr. Nyong'o was subject to a pattern of racial discrimination, including pay and promotion discrimination, down-leveling, and biased reviews. In 2023, the parties reached a private settlement.

KALODIMOS V. MEREDITH CORPORATION D/B/A WSMV CHANNEL 4, NO. 3:18-CV-01321 (M.D. TENN.)

Lieff Cabraser represented Demetria Kalodimos, the longest running anchor in the history of Middle Tennessee's Channel 4 news network, in sex and age discrimination claims against the network. Ms. Kalodimos was known within the community as the "face of Channel 4," and had received both local and national accolades for journalistic excellence when she was terminated in 2017. On behalf of Ms. Kalodimos, Lieff Cabraser litigated claims for violation

of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Tennessee Human Rights Act, and the common law. The parties resolved these disputes in 2019 following a private mediation.



BUTLER V. HOME DEPOT, NO. C94- 4335 SI (N.D. CAL.)

Lieff Cabraser and co-counsel represented a class of approximately 25,000 female employees and applicants for employment with Home Depot's West Coast Division who alleged gender discrimination in connection with hiring, promotions, pay, job assignment, and other terms and conditions of employment. The class was certified in January 1995. In January 1998, the Court approved a \$87.5 million settlement of the action that included comprehensive injunctive relief over the term of a five-year Consent Decree. Under the terms of the settlement, Home Depot modified its hiring, promotion, and compensation practices to ensure that interested and qualified women were hired for, and promoted to, sales and management positions.

On January 14, 1998, U.S. District Judge Susan Illston commented that the settlement provided "a very significant monetary payment to the class members for which I think they should be grateful to their counsel. Even more significant is the injunctive relief that's provided for..." By 2003, the injunctive relief had created thousands of new job opportunities in sales and management positions at Home Depot, generating the equivalent of more than \$100 million per year in wages for female employees.

GILES V. ALLSTATE, JCCP NOS. 2984 AND 2985

Lieff Cabraser represented a class of Allstate insurance agents seeking reimbursement of wrongly denied out-of-pocket costs. The action settled for approximately \$40 million.

GOOGLE GENDER PAY BIAS LAWSUIT

In October 2022, a California Superior Court judge granted final approval to a \$118 million settlement of litigation brought on behalf of over 15,000 female Google workers



who alleged the tech giant engaged in systemic and pervasive pay and promotion discrimination since 2013 against its female software engineers. Filed by Lief Cabraser and co-counsel in 2017 under California's then-newly-amended Equal Pay

law, the Google Gender Discrimination class action broke new ground in tech employment law as it addressed two pernicious and long-standing practices, the under-leveling of women relative to comparable men at hire, and using candidates' past salary information to determine their pay rate, the latter a process that perpetuated inequity as women on average have historically been paid significantly less than men.

ROSENBURG V. IBM, NO. C 06-0430 PJH (N.D. CAL.)

Plaintiffs alleged that IBM illegally misclassified its employees who install or maintain computer hardware or software as "exempt" from the overtime pay requirements of federal and state labor laws. In July 2007, the Court granted final approval to a \$65 million settlement of a class action suit by current and former technical support workers for IBM seeking unpaid overtime. The settlement constituted a record amount in litigation seeking overtime compensation for employees in the computer industry.



SATCHELL V. FEDEX EXPRESS, NO. C 03-2659 SI, C 03-2878 SI (N.D. CAL.)

In 2007, the Court granted final approval to a \$54.9 million settlement of race discrimination class action lawsuit by African American and Latino employees of

FedEx Express. The settlement required FedEx to reform its promotion, discipline, and pay practices. Under the settlement, FedEx implemented multiple steps to promote equal employment opportunities, including making its performance evaluation process less discretionary, discarding use of the "Basic Skills Test" as a prerequisite to promotion into certain desirable positions, and changing employment policies to demonstrate that its revised practices do not continue to foster racial discrimination. The settlement, covering 20,000 hourly employees and operations managers who worked in the western region of

FedEx Express since October 1999, was approved by the Court in August 2007.



GONZALEZ V. ABERCROMBIE & FITCH STORES, NO. C03-2817 SI (N.D. CAL.)

In April 2005, the Court approved a settlement, valued at approximately \$50 million, which required retail clothing giant Abercrombie & Fitch to provide monetary benefits of \$40 million to the class of Latino, African American, Asian American and female applicants and employees who charged the company with discrimination. The settlement included a six-year period of injunctive relief requiring the company to institute a wide range of policies and programs to promote diversity among its workforce and to prevent discrimination based on race or gender. Lief Cabraser served as Lead Class Counsel and prosecuted the case with a number of co-counsel firms, including the Mexican American Legal Defense and Education Fund, the Asian Pacific American Legal Center, and the NAACP Legal Defense and Educational Fund, Inc.

CALIBUSO V. BANK OF AMERICA CORPORATION, MERRILL LYNCH & CO., NO. CV10-1413 (E.D. N.Y.)

Lief Cabraser served as Co-Lead Counsel for female Financial Advisors who alleged that Bank of America and Merrill Lynch engaged in a pattern and practice of gender discrimination with respect to business opportunities and compensation. The complaint charged that these violations were systemic, based upon company-wide policies and practices.

In December 2013, the Court approved a \$39 million settlement. The settlement included three years of programmatic relief, overseen by an independent monitor, regarding teaming and partnership agreements, business generation, account distributions, manager evaluations, promotions, training, and complaint processing and procedures. An independent consultant also conducted an internal study of the bank's Financial Advisors' teaming practices.



FRANK V. UNITED AIRLINES, NO. C-92-0692 MJJ (N.D. CAL.)

Lieff Cabraser and co-counsel obtained a \$36.5 million settlement in February 2004 for a class of female flight attendants who were required to weigh less than comparable male

flight attendants. Former U.S. District Court Judge Charles B. Renfrew (ret.), who served as a mediator in the case, stated, "As a participant in the settlement negotiations, I am familiar with and know the reputation, experience and skills of lawyers involved. They are dedicated, hardworking and able counsel who have represented their clients very effectively." U.S. District Judge Martin J. Jenkins, in granting final approval to the settlement, found "that the results achieved here could be nothing less than described as exceptional," and that the settlement "was obtained through the efforts of outstanding counsel."



BARNETT V. WAL-MART, NO. 01-2-24553-SNKT (WASH.)

The Court approved in July 2009 a settlement valued at up to \$35 million on behalf of workers in Washington State who alleged they were deprived of meal and rest breaks

and forced to work off-the-clock at Wal-Mart stores and Sam's Clubs. In addition to monetary relief, the settlement provided injunctive relief benefiting all employees.

Wal-Mart was required to undertake measures to prevent wage and hour violations at its 50 stores and clubs in Washington, measures that included the use of new technologies and compliance tools.

Plaintiffs filed their complaint in 2001. Three years later, the Court certified a class of approximately 40,000 current and former Wal-Mart employees. The eight years of litigation were intense and adversarial. Wal-Mart, then the world's third largest corporation, vigorously denied liability and spared no expense in defending itself. This lawsuit and similar actions filed against Wal-Mart across America served to reform the pay procedures and employment practices for Wal-Mart's 1.4 million employees nationwide. In a press release announcing the Court's approval of the settlement, Wal-Mart spokesperson Daphne Moore stated, "This lawsuit was filed

years ago and the allegations are not representative of the company we are today." Lieff Cabraser served as Court-appointed Co-Lead Class Counsel.



VEDACHALAM V. TATA CONSULTANCY SERVICES, C 06-0963 CW (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel for 12,700 foreign nationals sent by the Indian conglomerate Tata to work in the U.S. The complaint charged that Tata breached the contracts of its non-U.S.-citizen employees by requiring them to sign over their federal and state tax refund checks to Tata, and by failing to pay its non-U.S.-citizen employees the monies promised to those employees before they came to the United States.

In 2007 and again in 2008, the District Court denied Tata's motions to compel arbitration of Plaintiffs' claims in India. The Court held that no arbitration agreement existed because the documents purportedly requiring arbitration in India applied one set of rules to the Plaintiffs and another set to Tata. In 2009, the Ninth Circuit Court of Appeals affirmed this decision. In July 2011, the District Court denied in part Tata's motion for summary judgment, allowing Plaintiffs' legal claims for breach of contract and certain violations of California wage laws to go forward.

In 2012, the District Court found that the plaintiffs satisfied the legal requirements for a class action and certified two classes.

After 7 years of hard-fought litigation, the District Court in July 2013 granted final approval to a \$29.75 million settlement.

AMOCHAEV. V. CITIGROUP GLOBAL MARKETS, D/B/A SMITH BARNEY, NO. C 05-1298 PJH (N.D. CAL.)

In August 2008, the Court approved a \$33 million settlement for the 2,411 members of the Settlement Class in a gender discrimination case against Smith Barney. Lieff Cabraser represented Female Financial Advisors who charged that Smith Barney, the retail brokerage unit of Citigroup, discriminated against them in account distributions, business leads, referral business, partnership opportunities, and other terms of employment. In addition to the monetary

compensation, the settlement included comprehensive injunctive relief for four years designed to increase business opportunities and promote equality in compensation for female brokers.



GIANNETTO V. COMPUTER SCIENCES CORPORATION, NO. 03-CV-8201 (C.D. CAL.)

Plaintiffs charged that the global conglomerate had a common practice of refusing to pay overtime compensation to its technical support workers involved in the installation

and maintenance of computer hardware and software in violation of the Fair Labor Standards Act, California's Unfair Competition Law, and the wage and hour laws of 13 states. In one of the largest overtime pay dispute settlements ever in the information technology industry, the Court approved a \$24 million settlement with Computer Sciences Corporation in 2005.

BUTTRAM V. UPS, NO. C-97-01590 MJJ (N.D. CAL.)

Lieff Cabraser and several co-counsel represented a class of approximately 14,000 African-American part-time hourly employees of UPS's Pacific and Northwest Regions alleging race discrimination in promotions and job advancement. In 1999, the Court approved a \$12.14 million settlement of the action. Under the injunctive relief portion of the settlement, Class Counsel monitored the promotions of African-American part-time hourly employees to part-time supervisor and full-time package car drivers.



CURTIS-BAUER V. MORGAN STANLEY & CO., NO. C-06- 3903 (TEH)

In October 2008, the Court approved a \$16 million settlement in the class action against Morgan Stanley. The complaint charged that Morgan Stanley

discriminated against African-American and Latino Financial Advisors and Registered Financial Advisor Trainees in the Global Wealth Management Group of Morgan Stanley in compensation and business opportunities. The settlement included comprehensive injunctive relief regarding account distributions, partnership arrangements, branch manager promotions, hiring, retention, diversity training, and

complaint processing. The settlement also provided for the appointment of an independent Diversity Monitor and an independent Industrial Psychologist to effectuate the terms of the agreement.



CHURCH V. CONSOLIDATED FREIGHTWAYS, NO. C90-2290 DLJ (N.D. CAL.)

Lieff Cabraser was the Lead Court-appointed Class Counsel in this class action on behalf of the exempt employees of Emery Air Freight, a freight forwarding company acquired by Consolidated Freightways in 1989. On behalf of the employee class, Lieff Cabraser prosecuted claims for violation of the Employee Retirement Income Security Act, the securities laws, and the Age Discrimination in Employment Act. The case settled in 1993 for \$13.5 million.

GODDARD, ET AL. V. LONGS DRUG STORES CORPORATION, ET AL., NO. RG04141291 (CAL. SUPR. CT.)

Store managers and assistant store managers of Longs Drugs charged that the company misclassified them as exempt from overtime wages. Managers regularly worked in excess of 8 hours per day and 40 hours per week without compensation for their overtime hours. Following mediation, in 2005, Longs Drugs agreed to settle the claims for a total of \$11 million. Over 1,000 current and former Longs Drugs managers and assistant managers were eligible for compensation under the settlement, and over 98% of the class submitted claims.

GERLACH V. WELLS FARGO & CO., NO. C 05-0585 CW (N.D. CAL.)

In January 2007, the Court granted final approval to a \$12.8 million settlement of a class action suit by current and former business systems employees of Wells Fargo seeking unpaid overtime. Plaintiffs alleged that Wells Fargo illegally misclassified those employees, who maintained and updated Wells Fargo's business tools according to others' instructions, as "exempt" from the overtime pay requirements of federal and state labor laws.

BUCCELLATO V. AT&T OPERATIONS, NO. C10-00463-LHK (N.D. CAL.)

Lieff Cabraser represented a group of current and former AT&T technical support workers who alleged that AT&T misclassified them as exempt and failed to pay them for all overtime hours worked, in violation of federal and state overtime pay laws. In June 2011, the Court approved a \$12.5 million collective and class action settlement.

**GOTTLIEB V. SBC COMMUNICATIONS, NO. CV-00-04139 AHM (MANX) (C.D. CAL.)**

With co-counsel, Lieff Cabraser represented current and former employees of SBC and Pacific Telesis Group ("PTG") who participated in AirTouch Stock

Funds, which were at one time part of PTG's salaried and non-salaried savings plans. After acquiring PTG, SBC sold AirTouch, which PTG had owned, and caused the AirTouch Stock Funds that were included in the PTG employees' savings plans to be liquidated. Plaintiffs alleged that in eliminating the AirTouch Stock Funds, and in allegedly failing to adequately communicate with employees about the liquidation, SBC breached its duties to 401k plan participants under the Employee Retirement Income Security Act. In 2002, the Court granted final approval to a \$10 million settlement.

**ELLIS V. COSTCO WHOLESALE CORP., NO. 04-03341-EMC (N.D. CAL.)**

Lieff Cabraser served as Co-Lead Counsel for current and former female employees who charged that Costco discriminated against women in promotion to management positions. In January 2007, the Court certified a class consisting of over 750 current and former female Costco employees nationwide who were denied promotion to General Manager or Assistant Manager since January 3, 2002. Costco appealed.

In September 2011, the U.S. Court of Appeals for the Ninth Circuit remanded the case to the District Court to make class certification findings consistent with the U.S. Supreme Court's ruling in *Wal-Mart v. Dukes*, 131 S. Ct. 2541 (2011). In September 2012, U.S. District Court Judge Edward M. Chen granted plaintiffs' motion for class certification and certified two classes of over 1,250 current and former female Costco employees, one for injunctive relief and the other for monetary relief. On May 27, 2014, the Court approved an \$8 million settlement.

**TROTTER V. PERDUE FARMS, NO. C 99-893-RRM (JJF) (MPT) (D. DEL.)**

Lieff Cabraser represented a class of chicken processing employees of Perdue Farms, Inc., one of the nation's largest poultry processors, for wage

and hour violations. The suit challenged Perdue's failure to compensate its assembly line employees for putting on, taking off, and cleaning protective and sanitary equipment in violation of the Fair Labor Standards Act, various state wage and hour laws, and the Employee Retirement Income Security Act. Under a settlement approved by the Court in 2002, Perdue paid \$10 million for wages lost by its chicken processing employees as well as attorneys' fees and costs. The settlement was in addition to a \$10 million settlement of a suit brought by the Department of Labor in the wake of Lieff Cabraser's lawsuit.

ZUCKMAN V. ALLIED GROUP, NO. 02-5800 SI (N.D. CAL.)

Plaintiffs, claims representatives of Allied / Nationwide, alleged that the company misclassified them as exempt employees and failed to pay them and other claims representatives in California overtime wages for hours they worked in excess of eight hours or forty hours per week. In September 2004, the Court approved a settlement with Allied Group and Nationwide Mutual Insurance Company of \$8 million plus Allied/Nationwide's share of payroll taxes on amounts treated as wages, providing plaintiffs a 100% recovery on their claims.

In approving the settlement, U.S. District Court Judge Susan Illston commended counsel for their "really good lawyering" and stated that they did "a splendid job on this" case.

THOMAS V. CALIFORNIA STATE AUTOMOBILE ASSOCIATION, NO. CH217752 (CAL. SUPR. CT.)

With co-counsel, Lieff Cabraser represented 1,200 current

and former field claims adjusters who worked for the California State Automobile Association (“CSAA”). Plaintiffs alleged that CSAA improperly classified their employees as exempt, therefore denying them overtime pay for overtime worked. In May 2002, the Court approved an \$8 million settlement of the case.



**IN RE FARMERS
INSURANCE
EXCHANGE CLAIMS
REPRESENTATIVES’
OVERTIME PAY
LITIGATION, MDL NO.
1439 (D. OR.)**

Lieff Cabraser and co-counsel represented claims representatives of Farmers’ Insurance

Exchange seeking unpaid overtime. Lieff Cabraser won a liability phase trial on a classwide basis, and then litigated damages on an individual basis before a Special Master. The judgment was partially upheld on appeal. In August 2010, the Court approved an \$8 million settlement.



**ZABOROWSKI V.
MHN GOVERNMENT
SERVICES, NO. 12-CV-
05109-SI (N.D. CAL.)**

Lieff Cabraser represented current and former Military and Family Life Consultants (“MFLCs”) in a class action lawsuit against MHN Government

Services, Inc. (“MHN”) and Managed Health Network, Inc., seeking overtime pay under the federal Fair Labor Standards Act and state laws. The complaint charged that MHN misclassified the MFLCs as independent contractors and as “exempt” from overtime and failed to pay them overtime pay for hours worked over 40 per week. In April 2013, the Court denied MHN’s motion to compel arbitration and granted plaintiff’s motion for conditional certification of a FLSA collective action. In December 2014, the U.S. Court of Appeals for the Ninth Circuit upheld the district court’s determination that the arbitration clause in MHN’s employee contract was procedurally and substantively unconscionable. MHN appealed to the United States Supreme Court. MHN did not contest that its agreement had several unconscionable components; instead, it asked the Supreme Court to sever the unconscionable terms of its arbitration agreement and nonetheless send the MFLCs’ claims to arbitration. The Supreme Court granted MHN’s petition for certiorari on October 1, 2015, and was

scheduled to hear the case in the 2016 spring term in *MHN Gov’t Servs., Inc. v. Zaborowski*, No. 14-1458. While the matter was pending before the Supreme Court, an arbitrator approved a class settlement in the matter, which resulted in payment of \$7,433,109.19 to class members.

**HIGAZI V. CADENCE DESIGN SYSTEMS, NO. C 07-2813
JW (N.D. CAL.)**

Plaintiffs alleged that Cadence illegally misclassified its employees who install, maintain, or support computer hardware or software as “exempt” from the overtime pay requirements of federal and state labor laws. In July 2008, the Court granted final approval to a \$7.664 million settlement of a class action suit by current and former technical support workers for Cadence seeking unpaid overtime.

KAHN V. DENNY’S, NO. BC177254 (CAL. SUPR. CT.)

Lieff Cabraser brought a lawsuit alleging that Denny’s failed to pay overtime wages to its General Managers and Managers who worked at company-owned restaurants in California. The Court approved a \$4 million settlement of the case in 2000.

**SANDOVAL V. MOUNTAIN CENTER, INC., ET AL., NO.
03CC00280 (CAL. SUPR. CT.)**

Cable installers in California charged that defendants owed them overtime wages, as well as damages for missed meal and rest breaks and reimbursement for expenses incurred on the job. In 2005, the Court approved a \$7.2 million settlement of the litigation, which was distributed to the cable installers who submitted claims.



**LEWIS V. WELLS FARGO, NO. 08-CV- 2670 CW (N.D.
CAL.)**

Lieff Cabraser served as Lead Counsel on behalf of approximately 330 I/T workers who alleged that Wells Fargo had a common practice of misclassifying them as exempt and failing to pay them for all overtime hours worked, in violation of federal and state overtime pay laws. In April 2011, the Court granted collective action certification of the FLSA claims and approved a \$6.72 million settlement of the action.



WYNNE V. MCCORMICK & SCHMICK'S SEAFOOD RESTAURANTS, NO. C 06-3153 CW (N.D. CAL.)

In August 2008, the Court granted final approval to a settlement valued at \$2.1 million, including substantial injunctive relief, for a class of African-

American restaurant-level hourly employees. The consent decree created hiring benchmarks to increase the number of African Americans employed in front of the house jobs (e.g., server, bartender, host/hostess, waiter/waitress, and cocktail server), a registration of interest program to minimize discrimination in promotions, improved complaint procedures, and monitoring and enforcement mechanisms.

MARTIN V. BOHEMIAN CLUB, NO. SCV-258731 (CAL. SUPR. CT.)

Lieff Cabraser and co-counsel represented a class of approximately 659 individuals who worked seasonally as camp valets for the Bohemian Club. Plaintiffs alleged that they had been misclassified as independent contractors, and thus were not paid for overtime or meal-and-rest breaks as required under California law. The Court granted final approval of a \$7 million settlement resolving all claims in September 2016.



HOLLOWAY V. BEST BUY, NO. C05- 5056 PJH (N.D. CAL.)

Lieff Cabraser, with co-counsel, represented a class of current employees of Best Buy that alleged Best Buy stores nationwide discriminated against women, African

Americans, and Latinos. The complaint charged that these employees were assigned to less desirable positions and denied promotions, and that class members who attained managerial positions were paid less than white males. In November 2011, the Court approved a settlement of the class action in which Best Buy agreed to changes to its personnel policies and procedures to enhance the equal employment opportunities of the tens of thousands of women, African Americans, and Latinos employed by Best Buy nationwide.

SHERRILL V. PREMIERA BLUE CROSS, NO. 2:10-CV-00590-TSZ (W.D. WASH.)

In April 2010, a technical worker at Premiera Blue Cross filed a lawsuit against Premiera seeking overtime pay from its misclassification of technical support workers as exempt. In June 2011, the Court approved a collective and class action settlement of \$1.45 million.

LYON V. TMP WORLDWIDE, NO. 993096 (CAL. SUPR. CT.)

Lieff Cabraser served as Class Counsel for a class of certain non-supervisory employees in an advertising firm. The suit alleged that TMP failed to pay overtime wages to these employees. The settlement, approved in 2000, provided almost a 100% recovery to class members.



LUSARDI V. MCHUGH, SECRETARY OF THE ARMY, NO. 0120133395 (U.S. EEOC)

Lieff Cabraser and the Transgender Law Center represented Tamara Lusardi, a transgender civilian software specialist employed by the U.S. Army. In a groundbreaking decision in April 2015, the Equal Employment Opportunity Commission reversed a lower agency decision and held that the employer subjected Lusardi to disparate treatment and harassment based on sex in violation of Title VII of the Civil Rights Act of 1964 when (1) the employer restricted her from using the common female restroom (consistent with her gender identity) and (2) a team leader intentionally and repeatedly referred to her by male pronouns and made hostile remarks about her transition and gender.

ENVIRONMENTAL & TOXIC EXPOSURES

Environmental spills and other industry-created disasters wreak havoc on the living world around us with alarming regularity. These avoidable disasters include wildfires caused by negligently located, maintained, or designed utility equipment, oil spills, coal ash and other industrial spills, refinery and rig explosions, and long-term leakage of industrial pollutants and toxic and mutagenic chemicals into precious groundwater supplies and lifeblood rivers used by wildlife and communities for drinking water.

Lieff Cabraser possesses the expertise and financial resources to thoroughly investigate fires and environmental exposure cases and hold those responsible accountable. We have successfully prosecuted cases against many of the world's most powerful corporations, obtaining multiple billions of dollars in recoveries, including for families, businesses, and property owners throughout the U.S.

Representative Current Cases



FUEL INDUSTRY CLIMATE CASES, J.C.C.P. NO. 5310

Lieff Cabraser has been retained by the California Attorney General's office to support its litigation against five of the largest oil and gas companies in the world over allegations the companies misled the

public about climate change. The lawsuit alleges that Exxon Mobil, Shell, Chevron, ConocoPhillips, BP, and the American Petroleum Institute (API) have known for decades that reliance on fossil fuels would cause catastrophic harm to the country, including California, but suppressed that information while also actively pushing disinformation that caused a delayed societal response to global warming. The State is suffering terrible climate harms as a result. The lawsuit, filed on behalf of the People of the State of California, seeks to hold the companies accountable for the lies they have told and the damage they have caused.

BRAZIEL V. WHITMER, ET AL., CASE 1:21-CV-00960-JTN-PJG (W.D. MICHIGAN, SOUTHERN DIVISION)

In late May 2022, Lieff Cabraser and civil rights legends Edwards & Jennings, P.C. filed a proposed Second Amended Class Action Complaint on behalf of the residents of Benton Harbor, Michigan, in the federal public health emergency litigation arising from the poisoning of the Benton Harbor, Michigan, water supply caused by lead, bacteria, and other contaminants. As described in the Complaint, since at least 2018, Benton Harbor residents, including children and infants, have been exposed, through ingestion and other uses of water, to dangerously high levels of lead and other contaminants

that exceed those permissible under the state and national Safe Drinking Water Acts.

An environmental justice community maximally impacted by environmental harms and risks, with a population composed of 85% African-American residents, 27% of Benton Harbor's population are children. The plaintiffs, many of whom are children and infants, have been and continue to be exposed to extreme toxicity from lead and other hazardous contaminants, causing an "imminent and substantial endangerment to their health."

STERLING, ET AL. V. THE CITY OF JACKSON, MISSISSIPPI, ET AL., CASE NO. 3:22-CV-00531-KHJ-MTP (S.D. MISS., NORTHERN DIVISION)

On September 16, 2022, Lieff Cabraser and co-counsel filed the first federal class action lawsuit on behalf of the residents of Jackson, Mississippi over the extreme water crisis in and around Jackson that left residents without running water for weeks and which arose out of decades of alleged neglect and administrative and political failure. The lawsuit seeks injunctive relief and monetary damages against various government and private engineering defendants over the neglect, mismanagement, and maintenance failures that led to an environmental catastrophe leaving over 153,000 Jackson-area residents without access to safe running water.

As described in the Complaint, the City of Jackson's water supply has been neglected for decades, culminating in a complete shutdown in August 2022 that left over 153,000 residents, 82% of whom are Black, without access to running water. These residents lacked safe drinking water, or water for making powdered baby formula, cooking, showering, or laundry. During the long period where the city had no water pressure—and was unable to facilitate the flow of water—residents of Jackson could not flush their toilets for days at a time. The litigation is ongoing.

ENVIRONMENTAL & TOXIC EXPOSURES

Representative Achievements & Successes



GUTIERREZ V. AMPLIFY, NO. 8:21-CV-01628 (C.D. CAL.)

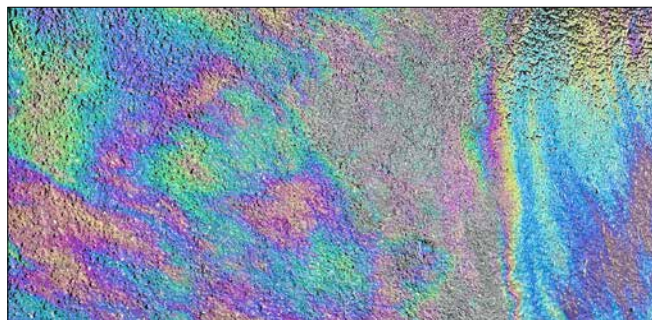
On Saturday October 2nd, 2021, a failure occurred in a pipeline running from the Port of Long Beach to an offshore oil platform known as Elly, owned by Amplify Energy and operated by Beta Operating Company. The failure caused what is now estimated to be tens of thousands of gallons of oil to gush into the Catalina Channel, creating a slick that spanned over 8,000 acres. The spill left oil along long stretches of beach in Newport Beach, Laguna Beach and Huntington Beach, killing fish and birds and threatening ecologically sensitive wetlands in what officials called an environmental disaster. Commercial fishing off this part of the coast was closed, severely affecting fishers and fish processors throughout the region. Homeowners with beachfront properties or easements were also impacted, as were city beaches.

On December 20, 2021, U.S. District Judge David O. Carter of the Central District of California appointed Lief Cabraser partner Lexi J. Hazam as Interim Co-Lead Counsel in the Orange County Oil Spill Litigation. Judge Carter also appointed three Special Masters to assist the Court in the litigation.

On January 28, 2022, Interim Co-Lead Counsel filed a Consolidated Class Action Complaint on behalf of commercial fishers, local property owners, and waterfront tourism businesses against Amplify Energy Corporation and related co-defendants, as well as shipping companies and their related codefendants and ships. That Complaint was amended on March 21, 2022 and stated numerous liability claims, and sought all recoverable compensatory, statutory, and other damages, including remediation costs, as well as injunctive relief.

On April 24, 2023, Hon. David O. Carter of the Central District of California approved the Class Plaintiffs' \$50 million settlement with Amplify Energy Corporation, Beta

Operating Company, LLC, and San Pedro Bay Pipeline Company. Under the Settlement, Amplify will pay \$34 million to the Fisher Class, \$9 million to the Property Class, and \$7 million to the Waterfront Tourism Class. In addition, Amplify has agreed to injunctive relief to help prevent future spills, including installation of a new leak detection system, use of remotely-operated vehicles to detect pipeline movement and allow rapid reporting to federal and state authorities, increased staffing on the off-shore platform and control room, and the establishment of a one-call alert system to report any threatened release of hazardous substances.



ANDREWS, ET AL. V. PLAINS ALL AMERICAN PIPELINE, ET AL., NO. 2:15-CV-04113-PSG-JEM (C.D. CAL.)

Lieff Cabraser served as Court-appointed Class Counsel in this action arising from an oil spill in Santa Barbara County in May 2015. A pipeline owned by Plains ruptured, and oil from the pipeline flowed into the Pacific Ocean, soiling beaches and impacting local fisheries. Lief Cabraser represented homeowners who lost the use of the beachfront amenity for which they pay a premium, local oil platform workers who were laid off as a result of the spill and subsequent closure of the pipeline, as well as fishers whose catch was impacted by the oil spill. Plaintiffs alleged that defendants did not follow basic safety protocols when they installed the pipeline, failed to properly monitor and maintain the pipeline, ignored clear signs that the pipeline was corroded and in danger of bursting, and failed to promptly respond to the oil spill when the inevitable rupture occurred.

A settlement was reached in 2022 to provide \$184 million to a class of Fishers and Fish Processors injured as a result of the spill, and \$46 million to beachfront property owners and lessees whose properties were impacted by the spill.

On September 16, 2022, the Court granted final approval to the \$230 million settlement.



**IN RE OIL SPILL
BY THE OIL RIG
“DEEPWATER
HORIZON” IN THE
GULF OF MEXICO,
MDL NO. 2179 (E.D.
LA.)**

Lieff Cabraser served on the Plaintiffs’ Steering Committee (“PSC”) and, with co-counsel, represented

fishermen, property owners, business owners, wage earners, and other harmed parties in class action litigation against BP, Transocean, Halliburton, and other defendants involved in the Deepwater Horizon oil rig blowout and resulting oil spill in the Gulf of Mexico on April 20, 2010. The Master Complaints alleged that the defendants were careless in addressing the operations of the well and the oil rig, ignored warning signs of the impending disaster, and failed to employ and/or follow proper safety measures, worker safety laws, and environmental protection laws in favor of cost-cutting measures. In 2012, the Court approved two class action settlements to fully compensate hundreds of thousands of victims of the tragedy. The settlements resolved the majority of private economic loss, property damage, and medical injury claims stemming from the Deepwater Horizon Oil Spill, and held BP fully accountable to individuals and businesses harmed by the spill.

Under the settlements, there was no dollar limit on the amount BP would have to pay. In 2014, the U.S. Supreme Court denied review of BP’s challenge to its own class action settlement. The settlement received final approval, and has so far delivered \$11.2 billion to compensate claimants’ losses. The medical settlement also received final approval, and an additional \$1 billion settlement was reached with defendant Halliburton.



**2014 KINGSTON,
TENNESSEE TVA COAL
ASH SPILL LITIGATION,
NO. 3:09-CV-09 (E.D.
TENN.)**

Lieff Cabraser represented hundreds of property owners and businesses harmed by the largest coal ash spill in U.S. history. On

December 22, 2008, more than a billion gallons of coal ash slurry spilled when a dike burst on a retention pond at the Kingston Fossil Plant operated by the Tennessee Valley Authority (TVA) in Roane County, Tennessee. A wall of coal ash slurry traveled across the Emory River, polluting the river and nearby waterways, and covering nearly 300 acres with toxic sludge, including 12 homes, and damaging hundreds of properties. In March 2010, the Court denied in large part TVA’s motion to dismiss the litigation. In the Fall of 2011, the Court conducted a four week bench trial on the question of whether TVA was liable for releasing the coal ash into the river system.

The issue of damages was reserved for later proceedings. In August 2012, the Court found in favor of plaintiffs on their claims of negligence, trespass, and private nuisance. In August 2014, the case came to a conclusion with TVA’s payment of \$27.8 million to settle the litigation.



**SOUTHERN CALIFORNIA
GAS LEAK CASES, JCCP
NO. 4861**

Lieff Cabraser was selected by the Los Angeles County Superior Court to help lead two important class action cases on behalf of homeowners and businesses that suffered

economic injuries in the wake of the massive Porter Ranch gas leak, which began in October of 2015 and lasted into February of 2016. During this time, huge quantities of natural gas spewed out of an old well at Southern California Gas’s Aliso Canyon Facility and into the air of Porter Ranch, a neighborhood located adjacent to the Facility and 25 miles northwest of Los Angeles.

This large-scale environmental disaster forced thousands of residents to leave their homes for months on end while the leak continued, and for several months thereafter. It also caused local business to dry up during the busy holiday season, as many residents had evacuated the neighborhood and visitors avoided the area. Evidence suggests the leak was caused by at least one old and malfunctioning well used to inject and retrieve gas. Southern California Gas Company allegedly removed the safety valve on the well that could have prevented the leak. As a result, the gas leak left a carbon footprint larger than that of the Deepwater Horizon oil spill.

Together with other firms chosen to pursue class relief for these victims, Lieff Cabraser filed two class action complaints – one on behalf of Porter Ranch homeowners, and another on behalf of Porter Ranch businesses.

Southern California Gas argued in response that the injuries suffered by homeowners and businesses could not proceed as class actions. In May 2017, the Superior Court rejected these arguments. In 2022, the class of property owners and lessees reached a settlement of \$40 million. The claims of the class of business owners were ultimately denied by the California Supreme Court.



**IN RE IMPRELIS
HERBICIDE
MARKETING, SALES
PRACTICES AND
PRODUCTS LIABILITY
LITIGATION, MDL NO.
2284 (E.D. PA.)**

Lieff Cabraser served as Co-Lead Counsel for homeowners, golf course companies, and

other property owners in a nationwide class action lawsuit against E.I. du Pont de Nemours & Company ("DuPont"), charging that its herbicide Imprelis caused widespread death among trees and other non-targeted vegetation across the country.

DuPont marketed Imprelis as an environmentally friendly alternative to the commonly used 2,4-D herbicide. Just weeks after Imprelis' introduction to the market in late 2010, however, complaints of tree damage began to surface. Property owners reported curling needles, severe browning, and dieback in trees near turf that had been treated with Imprelis. In August 2011, the U.S. Environmental Protection Agency banned the sale of Imprelis.

The complaint charged that DuPont failed to disclose the risks Imprelis posed to trees, even when applied as directed, and failed to provide instructions for the safe application of Imprelis. In response to the litigation, DuPont created a process for property owners to submit claims for damages. Approximately \$600 million was paid to approximately 25,000 claimants. In October 2013, the Court approved a settlement of the class action that substantially enhanced the DuPont claims process, including by adding an extended warranty, a more limited release of claims, the right to appeal the denial of claim by DuPont to an independent arborist, and publication of DuPont's tree payment schedule.

IN RE EXXON VALDEZ OIL SPILL LITIGATION, NO. 3:89-CV-0095 HRH (D. AL.)

The Exxon Valdez ran aground on March 24, 1989, spilling 11 million gallons of oil into Prince William Sound. Lieff Cabraser served as one of the Court-appointed Plaintiffs' Class Counsel. The class consisted of fisherman and



others whose livelihoods were gravely affected by the disaster. In addition, Lieff Cabraser served on the Class Trial Team that tried the case before a jury in federal court in 1994. The jury returned an award of \$5 billion in punitive damages.

In 2001, the Ninth Circuit Court of Appeals ruled that the original \$5 billion punitive damages verdict was excessive. In 2002, U.S. District Court Judge H. Russell Holland reinstated the award at \$4 billion. Judge Holland stated that, "Exxon officials knew that carrying huge volumes of crude oil through Prince William Sound was a dangerous business, yet they knowingly permitted a relapsed alcoholic to direct the operation of the Exxon Valdez through Prince William Sound." In 2003, the Ninth Circuit again directed Judge Holland to reconsider the punitive damages award under United States Supreme Court punitive damages guidelines. In January 2004, Judge Holland issued his order finding that Supreme Court authority did not change the Court's earlier analysis.

In December 2006, the Ninth Circuit Court of Appeals issued its ruling, setting the punitive damages award at \$2.5 billion. Subsequently, the U.S. Supreme Court further reduced the punitive damages award to \$507.5 million, an amount equal to the compensatory damages. With interest, the total award to the plaintiff class was \$977 million.



**WEST V. G&H SEED CO.,
ET AL., NO. 99-C-4984-A
(LA. STATE CT.)**

With co-counsel, Lieff Cabraser represented a certified class of 1,500 Louisiana crawfish farmers who alleged that Fipronil, an insecticide sold under the trade name ICON, damaged

their pond-grown crawfish crops. In Louisiana, rice and crawfish are often farmed together, either in the same pond or in close proximity to one another. After its introduction to the market in 1999, ICON was used extensively in Louisiana to kill water weevils that attacked rice plants. The lawsuit alleged that ICON also had a devastating effect on crawfish harvests with some farmers losing their entire crawfish crop.

In 2004, the Court approved a \$45 million settlement with Bayer CropScience, which during the litigation purchased

Aventis CropScience, the original manufacturer of ICON. The settlement was reached after the parties had presented nearly a month's worth of evidence at trial and were on the verge of making closing arguments to the jury.



**KENTUCKY COAL
SLUDGE LITIGATION,
NO. 00-CI-00245
(CMMW. KY.)**

On October 11, 2000, near Inez, Kentucky, a coal waste storage facility ruptured, spilling 1.25 million tons of coal sludge (a wet mixture produced by

the treatment and cleaning of coal) into waterways in the region and contaminating hundreds of properties. This was one of the worst environmental disasters ever in the Southeastern United States. With co-counsel, Lief Cabraser represented over 400 clients in property damage claims, including claims for diminution in the value of their homes and properties. In April 2003, the parties reached a confidential settlement agreement on terms favorable to the plaintiffs.

**IN RE GCC RICHMOND WORKS CASES, JCCP, NO. 2906
(CAL. SUPR. CT.)**

Lief Cabraser served as Co-Liaison Counsel and Lead Class Counsel in coordinated litigation arising out of the July 26, 1993, release of a massive toxic sulfuric acid cloud which injured an estimated 50,000 residents of Richmond, California. In 1995, the Coordination Trial Court granted final approval to a \$180 million class settlement for exposed residents.



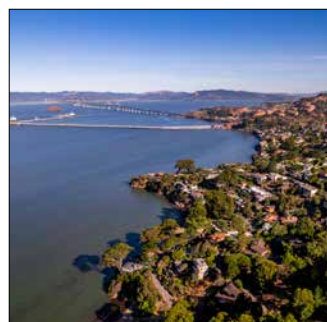
**IN RE UNOCAL
REFINERY LITIGATION,
NO. C 94-04141 (CAL.
SUPR. CT.)**

Lief Cabraser served as one of two Co-Lead Class Counsel and on the Plaintiffs' Steering Committee in this action against Union Oil Company of California

("Unocal") arising from a series of toxic releases from Unocal's San Francisco refinery in Rodeo, California. The action was settled in 1997 on behalf of approximately 10,000 individuals for \$80 million.

**TOMS RIVER CHILDHOOD CANCER INCIDENTS, NO.
L-10445-01 MT (SUP. CT. NJ)**

With co-counsel, Lief Cabraser represented 69 families in Toms River, New Jersey, each who had a child with cancer, that claimed the cancers were caused by environmental contamination in the Toms River area. Commencing in 1998, the parties—the 69 families, Ciba Specialty Chemicals, Union Carbide and United Water Resources, Inc., a water distributor in the area—participated in an unique alternative dispute resolution process, which led to a fair and efficient consideration of the factual and scientific issues in the matter. In December 2001, under the supervision of a mediator, a confidential settlement favorable to the families was reached.



**IN RE SACRAMENTO
RIVER SPILL CASES I
AND II, JCCP NOS. 2617
& 2620 (CAL. SUPR. CT.)**

On July 14, 1991, a Southern Pacific train tanker car derailed in northern California, spilling 19,000 gallons of a toxic pesticide, metam sodium, into

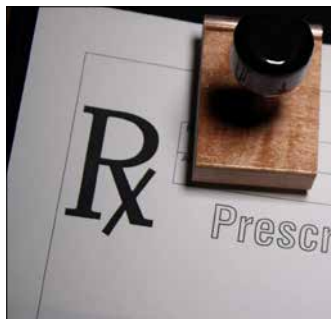
the Sacramento River near the town of Dunsmuir at a site along the rail lines known as the Cantara Loop. The metam sodium mixed thoroughly with the river water and had a devastating effect on the river and surrounding ecosystem. Within a week, every fish, 1.1 million in total, and all other aquatic life in a 45-mile stretch of the Sacramento River was killed. In addition, many residents living along the river became ill with symptoms that included headaches, shortness of breath, and vomiting. The spill is considered the worst inland ecological disaster in California history.

Lief Cabraser served as Court appointed Plaintiffs' Liaison Counsel and Lead Class Counsel, and chaired the Plaintiffs' Litigation Committee in coordinated proceedings that included all of the lawsuits arising out of this toxic spill. Settlement proceeds of approximately \$16 million were distributed pursuant to Court approval of a plan of allocation to four certified plaintiff classes: personal injury, business loss, property damage/diminution, and evacuation.

FALSE CLAIMS ACT

Lieff Cabraser represents whistleblowers in a wide range of False Claims Act cases, including Medicare kickback and healthcare fraud, defense contractor fraud, and securities and financial fraud. We have more than a dozen whistleblower cases currently under seal and investigation in federal and state jurisdictions across the U.S. For that reason, we do not list all of our current False Claims Act and qui tam cases in our firm resume.

Representative Current Cases



STATE OF CALIFORNIA V. ABBVIE, INC., NO. RG18893169 (CAL. SUP. CT.)

On September 18, 2018, Lieff Cabraser and California Insurance Commissioner Dave Jones sued AbbVie, Inc. for violations of the Insurance Frauds

Prevention Act ("IFPA") by providing kickbacks to healthcare providers throughout California relating to sale of the immunosuppressive drug Humira. The lawsuit, filed in California Superior Court in Alameda, California, alleged that AbbVie engaged in a far-reaching scheme to maximize profits and the number of prescriptions of Humira via "classic" kickbacks—including cash, meals, drinks, gifts, trips, and patient referrals—as well as more sophisticated kickbacks, including professional services to physicians, to induce and reward Humira prescriptions. The Complaint further alleged that AbbVie deployed so-called "Ambassadors" directly into patients' homes, ostensibly to provide a helping hand, but in fact to provide valuable services to benefit health care providers, ensure prescriptions were filled, and deflect patient concerns. In addition, AbbVie directed its Ambassadors to avoid patient questions about risks for the dangerous drug. These kickbacks saved time and money for doctors and their staff.

Defendants sought removal to federal court, but in July 2019 Northern District Judge James Donato issued an order remanding the case back to California Superior Court, noting that plaintiffs brought suit against AbbVie only for its conduct in California, that of pursuing its two illicit schemes to "pump up" the sales of Humira with the state. In August 2020, the California Department of Insurance Fraud announced a \$24 million settlement of the case that included meaningful Humira marketing reforms. "AbbVie's prior practices in marketing HUMIRA

egregiously put profits ahead of transparency in patient care and violated California law," noted California Insurance Commissioner Ricardo Lara. "This settlement delivers important reforms to AbbVie's business practices and a substantial monetary recovery that will be used to continue to combat insurance fraud."

UNITED STATES EX REL. MATTHEW CESTRA V. CEPHALON, NO. 14-01842 (E.D. PA.); UNITED STATES EX REL. BRUCE BOISE ET AL. V. CEPHALON, NO. 08-287 (E.D. PA.)

Lieff Cabraser, with co-counsel, represented four whistleblowers bringing claims on behalf of the U.S. Government and various states against Cephalon, Inc., a pharmaceutical company. Relators alleged that Cephalon engaged in improper or off-label marketing of a cancer drug and two wakefulness drugs. Motions to dismiss were denied in large part and the cases proceeded to discovery before resolving via settlement in 2017.



UNITED STATES EX REL. MARY HENDOW AND JULIE ALBERTSON V. UNIVERSITY OF PHOENIX, NO. 2:03-CV-00457-GEB-DAD (E.D. CAL.)

Lieff Cabraser obtained a record whistleblower settlement against the University of Phoenix in a case that charged the university had violated the incentive in a case that compensation ban of the Higher Education Act (HEA) by providing improper incentive pay to its recruiters. The HEA prohibits colleges and universities whose students receive

federal financial aid from paying their recruiters based on the number of students enrolled, which creates a risk of encouraging recruitment of unqualified students who, Congress has determined, are more likely to default on their loans. High student loan default rates not only result in wasted federal funds, but the students who receive these loans and default are burdened for years with tremendous debt without the benefit of a college degree.

The complaint alleged that the University of Phoenix defrauded the U.S. Department of Education by obtaining federal student loan and Pell Grant monies from the federal government based on false statements of compliance with HEA. In December 2009, the parties announced a \$78.5 million settlement. The settlement constitutes the second-largest settlement ever in a False Claims Act case in which the federal government declined to intervene in the action and largest settlement ever involving the Department of Education. The University of Phoenix case led to the Obama Administration passing new regulations that took away the so-called “safe harbor” provisions that for-profit universities relied on to justify their alleged recruitment misconduct. For his outstanding work as Lead Counsel and the significance of the case, California Lawyer magazine recognized Lief Cabraser attorney Robert J. Nelson with a California Lawyer of the Year (CLAY) Award.



STATE OF CALIFORNIA EX REL. SHERWIN V. OFFICE DEPOT, NO. BC410135 (CAL. SUPR. CT.)

In February 2015, the Court approved a \$77.5 million settlement with Office Depot to settle a whistleblower lawsuit brought under the California False Claims Act. The whistleblower was a former Office Depot account manager. The City of Los Angeles, County of Santa Clara, Stockton Unified School District, and 16 additional California cities, counties, and school districts intervened in the action to assert their claims (including common-law fraud and breach of contract) against Office Depot directly. The governmental entities purchased office supplies from Office Depot under a nationwide supply contract known as the U.S. Communities contract. Office Depot promised in the U.S. Communities

contract to sell office supplies at its best governmental pricing nationwide. The complaint alleged that Office Depot repeatedly failed to give most of its California governmental customers the lowest price it was offering other governmental customers. Other pricing misconduct was also alleged.



**STATE OF CALIFORNIA
EX REL. ROCKVILLE
RECOVERY
ASSOCIATES V.
MULTIPLAN, NO.
34-2010-00079432
(SACRAMENTO SUPR.
CT., CAL.)**

Lieff Cabraser
represented
whistleblower Rockville

Recovery Associates in a qui tam suit for civil penalties under the California Insurance Frauds Prevention Act (“IFPA”), Cal. Insurance Code § 1871.7, against Sutter Health, one of California’s largest healthcare providers, and obtained the largest penalty ever imposed under the statute. The parties reached a \$46 million settlement that was announced in November 2013, shortly before trial was scheduled to commence.

The complaint alleged that the 26 Sutter hospitals throughout California submitted false, fraudulent, or misleading charges for anesthesia services (separate from the anesthesiologist’s fees) during operating room procedures that were already covered in the operating room bill.

After Lief Cabraser defeated Sutter Health’s demurrer and motion to compel arbitration, California Insurance Commissioner Dave Jones intervened in the litigation in May 2011. Lief Cabraser attorneys continued to serve as lead counsel, and litigated the case for over two more years. In all, plaintiffs defeated no less than 10 dispositive motions, as well as three writ petitions to the Court of Appeals.

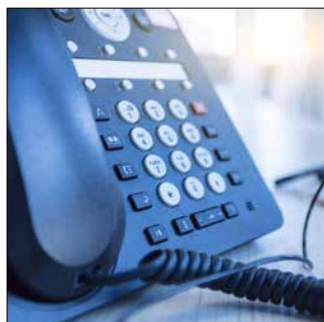
In addition to the monetary recovery, Sutter Health agreed to a comprehensive series of billing and transparency reforms, which California Insurance Commissioner Dave Jones called “a groundbreaking step in opening up hospital billing to public scrutiny.” On the date the settlement was announced, the California Hospital Association recognized its significance by issuing a press release stating that the settlement “compels industry-wide review of anesthesia billing.” Defendant Multiplan, Inc., a large leased network Preferred Provider Organization, separately paid a \$925,000 civil penalty for its role in enabling Sutter’s alleged false billing scheme.

UNITED STATES EX REL. DYE V. ATK LAUNCH SYSTEMS, NO. 1:06-CV-39-TS (D. UTAH)

Lieff Cabraser served as co-counsel for a whistleblower who alleged that ATK Launch Systems knowingly sold defective and potentially dangerous illumination flares to the United States military in violation of the federal False Claims Act. The specialized flares were used in nighttime combat, covert missions, and search and rescue operations. A key design specification set by the Defense Department was that these highly flammable and dangerous items ignite only under certain conditions. The complaint alleged that the ATK flares at issue could ignite when dropped from a height of less than 10 feet—and, according to ATK's own analysis, from as little as 11.6 inches—notwithstanding contractual specifications that they be capable of withstanding such a drop. In April 2012, the parties reached a settlement valued at \$37 million.

**UNITED STATES EX REL. MAURO VOSILLA AND STEVEN ROSSOW V. AVAYA, INC., NO. CV04-8763 PA JTLX (C.D. CAL.)**

Lieff Cabraser represented a whistleblower in litigation alleging that



defendants Avaya, Lucent Technologies, and AT&T violated the Federal False Claims Act and state false claims statutes. The complaint alleged that defendants charged governmental agencies for the lease, rental, and post-warranty maintenance of telephone

communications systems and services that the governmental agencies no longer possessed and/or were no longer maintained by defendants. In November 2010, the parties entered into a \$21.75 million settlement of the litigation.

STATE OF CALIFORNIA EX REL. ASSOCIATES AGAINST FX INSIDER STATE STREET CORP., NO. 34-2008-00008457 (SACRAMENTO SUPR. CT., CAL.) ("STATE STREET I")

Lieff Cabraser served as co-counsel for the whistleblowers in this action against State Street Corporation. The Complaint alleged that State Street violated the California False Claims Act with respect to certain foreign exchange transactions it executed with two California public pension fund custodial clients. The California Attorney General intervened in the case in October 2009.

FALSE CLAIMS ACT

Representative Achievements & Successes

GOLD COAST HEALTH PLAN QUI TAM MISUSE OF GOVERNMENT FUNDS LITIGATION

Lieff Cabraser represented Relators in a False Claims Act whistleblower lawsuit against Gold Coast Health Plan and certain California medical providers over allegations that the defendants knowingly misused Medi-Cal funds they received from the federal government and California State Government in 2014 and 2015 for newly-enrolled adult Medi-Cal patients under the Affordable Care Act. In August 2022, the defendants' agreed to a \$70.7 million

settlement, in which Gold Coast will pay \$17.2 million to state and federal governments, and providers that received allegedly illegal payments—Ventura County Medical Center, Dignity Health, and Clinicas del Camino Real Inc.—were to pay an additional \$53.5 million.

PERSONAL INJURY

Over the last 50 years, Lieff Cabraser has played a leading role in many of the largest, most important mass tort, personal injury law, and wrongful death lawsuits in the U.S. These cases have involved negligent conduct as well as injuries from a vast range of dangerous defective products—from prescription drugs, products like talcum powder linked to ovarian cancer, and faulty medical devices, to unsafe vehicles and consumer products. In many cases, we also compelled corporate defendants to improve their safety procedures and/or issue nationwide recalls for the protection of all consumers and patients.

Representative Current Cases



SOCIAL MEDIA LITIGATION: WESTWOOD V. META PLATFORMS INC. AND INSTAGRAM LLC, 2:22-CV-00556-JCB (D. UTAH)

In September 2022, Lieff Cabraser and co-counsel filed a federal injury lawsuit in Utah on behalf of Mandy

and Douglas Westwood and their minor daughter, B.W., a teen Instagram user, alleging that Meta/Facebook's Instagram platform is designed to hook young users like B.W. in a manner that endangers their health and welfare, leading B.W. and many others to suffer from severe eating disorders such as anorexia.

As detailed in the complaint, studies and internal documents from Instagram "confirmed what social scientists have long suspected: social media products like Instagram—and Instagram in particular—can cause serious harm to the mental and physical health of young users, especially to teenage girls like B.W. Worse, this capacity for harm is not accidental but by design: what makes Instagram a profitable enterprise for Meta is precisely what harms its young users."

In November 2022, Lieff Cabraser partner Lexi Hazam was named Co-Lead Counsel for plaintiffs in the nationwide multidistrict teen/youth social media addiction litigation. The MDL alleges that social media apps such as Facebook and TikTok cause addiction and mental health problems in young users, including suicidal thoughts, body image issues, anxiety, and depression.

UBER SEX ASSAULT

Lieff Cabraser and cocounsel have filed lawsuits alleging that Uber misled plaintiff and the public into believing it provided safe rides and that it was

addressing safety issues, including sexual assault. In December 2023, Lieff Cabraser partner Sarah London was appointed Plaintiffs' Co-Lead and Liaison Counsel in the aggregate litigation against Uber in federal court in San Francisco arising from sexual harassment, physical attack, sexual assault, and battery committed by Uber drivers. The complaint alleges Uber hires drivers without interviewing them, fingerprinting them, or running them through the FBI databases, and that it knew or should have known it was highly probable that harm would result.



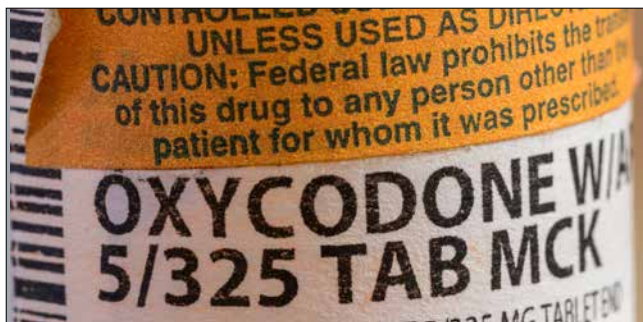
GLOVER, ET AL., V. BAUSCH & LOMB INC., ET AL., NO. 3:18-CV-00352 (D. CONN.)

Lieff Cabraser represents an injured patient who suffered severe complications after receiving eye lens implants from Bausch & Lomb Inc. In July of 2023, court found that the plaintiffs' third amended complaint sufficiently alleged a failure-to-warn claim. The plaintiff had Bausch Trulign lenses implanted in each eye during cataract procedures in 2014.

After her second surgery, the plaintiff began to experience severe complications, including significant vision loss and eye pain, undergoing ultimately unsuccessful surgeries to bring back her vision and being diagnosed with Z syndrome, which causes a lens to twist or tilt. Her suit further alleges defendants failed to file adverse event reports with the Food and Drug Administration, including for "known incidents of Z Syndrome," quickly enough. "The [third amended complaint] alleges relevant date

ranges in which adverse events occurred but were not reported to the FDA and identifies at least four instances of Z syndrome occurring, but only one adverse event report filed by defendants to the FDA,” the Court’s order said.

In 2021, the Second Circuit Court of Appeals certified to the Connecticut Supreme Court the question of whether the plaintiffs’ allegations that a medical device manufacturer failed to timely report adverse events to the FDA stated a claim under Connecticut law. In 2022, the Connecticut Supreme Court held for the first time that such allegations do state a claim under the Connecticut Products Liability Act.



NATIONAL PRESCRIPTION OPIATE LITIGATION, MDL NO. 2804

We represent cities, counties, Native American tribes, and tribal health organizations across the U.S. seeking justice and restitution from opioid makers and distributors for their role in the devastating opioid addiction and overdose crisis that has ravaged the nation for nearly two decades. We were also instrumental as part of the plaintiff team that won a \$26 billion national settlement with opioid distributors and manufacturers that will provide thousands of U.S. communities with opioid recovery and remediation funds. In 2022, we also served on the negotiating committee responsible for additional national settlements with Teva/Allergan and the three major chain pharmacies, bringing the total of opioids litigation settlements to date to nearly \$50 billion.

IN RE MCKINSEY & CO., INC., NAT’L PRESCRIPTION OPIATE CONSULTANT LITIGATION, (MDL NO. 2996)

In August 2021, Elizabeth Cabraser was appointed Plaintiffs’ Lead Counsel and Chair of the Plaintiffs’ Steering Committee in *In re McKinsey & Co., Inc., Nat’l Prescription Opiate Consultant Litigation* (MDL No. 2996), multidistrict litigation pending in the Northern District of California. The transferred actions allege that McKinsey & Company, a management consulting firm, played an integral role in creating and deepening the opioid crisis, including working closely with the major

opioid manufacturers, such as Purdue Pharmaceutical, to promote, market, and sell opioids, despite knowing the risks associated with over-prescribing these controlled substances. The plaintiff subgroups include Political Subdivisions, School Districts, Tribes, Third Party Payors, and Native American Services-administered Children. These cases have been assigned to Judge Charles R. Breyer for coordinated discovery and pretrial matters. A settlement of \$78 million was announced in August 2024.



MEDLEY V. ABBOTT LABORATORIES, INC., NO. 2:22-CV-00273 (D. NV.)

In February 2022, Lieff Cabraser and co-counsel filed a personal injury lawsuit against Abbott Laboratories relating to the manufacture, marketing, and sale of Similac Neosure Formula for infants alleging infant KM’s horrific necrotizing enterocolitis (“NEC”) was caused by his consumption of the cow-based infant formula. NEC is a potentially fatal disease that largely affects low birth weight babies who are fed cow-based formula or products. KM, a premature-born, low birth weight baby, was fed Similac Neosure and developed NEC shortly thereafter. The complaint alleges Abbott’s negligent, willful, and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promotion, marketing, distribution, labeling, and/or sale of the product known as Similac Neosure.

The complaint further alleges that Abbott specifically marketed its formula and fortifier as necessary to the growth and development of premature infants when in fact its products pose a known and substantial risk to these babies, conduct which led to life-threatening ongoing injuries suffered by the plaintiffs’ son KM. The complaint also details Abbott’s practice of trying to get parents to choose formula over breast milk goes back decades, during which time the company has promoted its formula as healthier, necessary for adequate nutrition, and the choice for the modern, sophisticated mother. Abbott’s advertising has even at times attempted to portray breastfeeding as an inferior and “less sophisticated” choice, against substantial medical evidence.



**IN RE JUUL LABS
INC. MARKETING
SALES PRACTICES
AND PRODUCTS
LIABILITY
LITIGATION, NO.
19-MD-02913-WHO
(N.D. CAL.)**

Lieff Cabraser
represents
multiple plaintiffs

who suffered devastating lung, stroke, and other cardiovascular injuries from their use of Juul e-cigarettes. The lawsuits allege Juul Labs, Inc. manufactures and markets unsafe and inherently defective products in marked contrast to Juul's vast, pervasive, and deceptive marketing as well as failure to warn users about Juul dangers, negligence in the manufacture, labeling, and promotion of its highly addictive products, and improperly enticing youths to consume e-cigarettes so as to build a new market of nicotine-addicted consumers. In December 2019, Lieff Cabraser partner Sarah R. London was named Co-Lead Counsel for Plaintiffs in the nationwide multidistrict Juul e-cigarette fraud and injury litigation.

In September 2020, Lieff Cabraser filed a subsequent federal lawsuit in U.S. District Court in Colorado against JLI, Altria, and culpable managing and director defendants on behalf of the Boulder Valley School District for violations of Colorado law and of the federal Racketeer Influenced and Corrupt Organizations Act ("RICO") as well as negligence and nuisance laws relating to the companies' creation and youth-targeted marketing of a new nicotine delivery product to maximize profits through addiction. Lieff Cabraser also represents the State of Hawaii and the Yurok Tribe in their related actions regarding Juul e-cigarettes. In June of 2022, District Court Judge William H. Orrick issued an order formally certifying four classes of plaintiffs in the sprawling national Juul case.

In early December 2022, four major settlements with Juul labs were announced to benefit the injured, consumers, government entities, and native tribes in the MDL and California JCCP matters.

On March 14, 2024, U.S. District Judge William Orrick of the Northern District of California issued an order granting final approval to a comprehensive \$235 million settlement with Altria in the nationwide JUUL e-cigarette youth vaping predatory advertising, fraud, addiction and injury litigation. Unprecedented in scope, speed, and significance, the global settlement,

reached just after plaintiffs concluded their case in the bellwether trial in San Francisco, was the culmination of four years of a vast, unrelenting effort by plaintiffs and their counsel to hold Altria accountable for the 21st century's 'cigarettes redux' youth nicotine plague.

The settlement will resolve all remaining personal injury, consumer class action, and government entity cases brought in the national MDL and the JCCP in California against Altria. The settlement includes over 8,500 personal injury cases, and over 1,400 government entity cases, and a massive class of consumers. "The scope of these suits is beyond vast," noted Co-Lead Counsel and Lieff Cabraser partner Sarah R. London: "This settlement, in combination with the earlier JUUL settlements, marks a stunning and complete resolution of the JUUL/Altria litigation, and adds substantial additional compensation for victims and their families, get real funds to schools for abatement programs, and help local governments further prevent youth use of e-cigarettes across America."



**IN RE PACIFIC
FERTILITY CENTER
LITIGATION, NO.
3:18-CV-01586-JSC
(N.D. CAL.)**

In April 2018, Lieff
Cabraser and co-counsel
filed a federal class
action lawsuit against
Pacific Fertility Center on
behalf of eight individual

plaintiffs over the Center's March 2018 destruction of or serious threat to hundreds of cryogenically preserved eggs and embryos stored at its facility in San Francisco that occurred as a result of liquid nitrogen depletion in one of its storage tanks. Pacific Fertility Center has admitted that embryos and eggs may have been destroyed when Tank 4 failed. As noted in the amended complaint filed in May 2018, one month after the tank failure incident, in April 2018, Chart Industries, the manufacturer of the tank, issued a recall of several cryopreservation tanks citing reports of issues with "vacuum leak."

On May 1st, 2018, Judge Jacqueline Scott Corley of the U.S. District Court for the Ninth Circuit consolidated three separately filed class action cases including the cases filed by Lieff Cabraser on behalf of women and families who stored their frozen eggs and embryos in the malfunctioning equipment at Pacific Fertility Center in San Francisco. On May 15, 2018, Judge Corley named Lieff Cabraser partner Sarah R. London as Interim Co-Lead Class Counsel in the consolidated proposed class action lawsuits charging Pacific Fertility Clinic with breach of contract and negligence relating to the destruction

of stored eggs and embryos in the wake of cryogenic storage tank failures in early March 2018.

Individual cases related to the Tank 4 failure are also pending in JCCP 5021, *Pacific Fertility Cases*, in San Francisco Superior Court. Lieff Cabraser partner Sarah R. London serves in a leadership role in JCCP 5021, where she was appointed Co-Liaison Counsel. In August 2021, Plaintiffs reached a historic, confidential settlement with Pacific Fertility Center and related defendants.



3M DEFECTIVE MILITARY EAR PLUGS INJURY LITIGATION

After 3M revealed it would pay \$9.1 million to resolve allegations it knowingly sold defective military-grade ear plugs to the U.S. military, tens of thousands of veterans and servicemembers

brought claims against the company for hearing losses caused by use of the Combat Arms Earplugs, which were standard-issue from 2003 to 2015 and were used by troops around the world, including in Afghanistan and Iraq. These lawsuits were consolidated before a single federal judge set to oversee over 200,000 claims, making this the largest MDL in history. The judge appointed a team of attorneys to coordinate the lawsuits against 3M. Lieff Cabraser partner Kenny Byrd serves on the Plaintiffs' Early Vetting Subcommittee in the aggregated litigation, which is ongoing.

WOOLSEY FIRE CASES, JCCP NO. 5000 (CAL. SUPR. CT.)

Judge William F. Highberger named Lexi J. Hazam as Co-Lead Counsel for Individual Plaintiffs in the coordinated Woolsey Fire Cases against Southern California Edison relating to the devastating 2018 fire that burned more than 1000 homes and 96,000 acres in Los Angeles and Ventura Counties. The action includes claims for negligence, trespass, inverse condemnation, and violation of the California Public Utilities and Health and Safety codes, and seeks damages for the fires victims' losses.

GILEAD TENOFOVIR CASES, JCCP NO. 5043 (CAL. SUPERIOR COURT)

In these first-in-the-nation lawsuits, patients claim certain Gilead drugs were more harmful than newer drugs the company had created, but would not sell until its stock of the more harmful older drugs was exhausted. Plaintiffs allege that Gilead knew or should have known of a safer

alternative design for its TDF-containing drugs, and that Gilead failed to adequately warn of the known and knowable risks associated with its medications. The lawsuit alleges causes of action for strict products liability, negligent products liability, breach of implied warranty, and breach of express warranty.

In February 2020, the court in the Gilead HIV Drug Kidney & Bone Injuries litigation named Lieff Cabraser partner Sarah R. London to the Plaintiffs' Executive Committee in the case filed on behalf of patients across California alleging kidney and bone injuries from outdated HIV drugs (Truvada and Atripla) made and distributed by pharmaceutical giant Gilead Sciences. Fourteen individual test cases are being scheduled for what are known as "bellwether" trials, with the goal of moving the overall litigation towards resolution.

The first bellwether trial was scheduled for October 2022, and the parties are still working to identify the additional cases that will serve as bellwethers. During a July 9, 2021 case management conference held to address various pending issues, the Judge issued several favorable orders for plaintiffs in the litigation, and denied Gilead's request for a burdensome set of requirements for obtaining the testimony of plaintiffs facing extreme and urgent health problems who face the risk of not surviving to see their case go to trial, ruling that these special circumstances will be determined on a case-by-case basis.



RETRIEVABLE INFERIOR VENA CAVA BLOOD FILTER INJURIES, IN RE BARD IVC FILTERS PRODS. LIAB. LITIG., MDL NO. 2641 (D. ARIZ.)

Inferior Vena Cava ("IVC") blood filters are small, basket-like medical devices that are inserted into the inferior

vena cava, the main blood vessel that returns blood from the lower half of the body to the heart. Tens of thousands of patients in the U.S. have been implanted with IVC filters in order to provide temporary protection from pulmonary embolisms. However, these devices have resulted in multiple complications including device fracture, device migration, perforation of various organs, and an increased risk for venous thrombosis. Due to these complications, patients may have to undergo invasive device removal surgery or suffer heart attacks, hemorrhages, or other major injuries. We represent injured patients and their families in individual personal injury and wrongful death

lawsuits against IVC filter manufacturers, and Lieff Cabraser attorney Wendy R. Fleishman serves on the Plaintiffs Executive Committee in the IVC Filter cases in the federal multidistrict litigation.

POWER MORCELLATORS LITIGATION, MDL NO. 2652 (D. KAN.)

Lieff Cabraser represents women who underwent a hysterectomy (the removal of the uterus) or myomectomy (the removal of uterine fibroids) in which a laparoscopic power morcellator was used. In November 2014, the FDA warned surgeons that they should avoid the use of laparoscopic power morcellators for removing uterine



uterine sarcoma, a type of uterine cancer that includes leiomyosarcoma.

tissue in the vast majority of cases due to the risk of the devices spreading unsuspected cancer. Based on current data, the FDA estimates that 1 in 350 women undergoing hysterectomy or myomectomy for the treatment of fibroids have an unsuspected

PERSONAL INJURY

Representative Achievements & Successes



CITY AND COUNTY OF SAN FRANCISCO ET AL. V. PURDUE PHARMA L.P. ET AL., NO. 3:18-CV-07591-CRB (N.D. CAL.)

Lieff Cabraser served as co-lead counsel representing San Francisco in the City/County's litigation

against opioid manufacturers, distributors, and dispensers for creating the Bay Area's devastating opioid epidemic. One of a select few cases remanded from the Opioids MDL, it served a critical function in advancing the most complex civil litigation in U.S. history. The lawsuit alleged the defendant pharmaceutical manufacturers and national drug distributors orchestrated a vast and ongoing lethal fraud in which they made billions by deceptively marketing these fundamentally unsafe drugs to the people of San Francisco while representing the drugs as safe and effective, creating thousands upon thousands of addicts and leading to horrific deaths as well as unprecedented strains on the city/county's public services. The Lieff Cabraser team played an instrumental role leading the City's many briefing efforts, arguing pretrial motions in court on a monthly basis, and orchestrating complex,

multi-party discovery. San Francisco thereby survived the defendants' myriad motion to dismiss, and the case began trial in federal court in April 2022. Most of the defendants chose to settle their cases during the trial. In August 2022, the Court found Walgreens liable for substantially contributing to the opioid epidemic in San Francisco, making this the second such trial to decide in a plaintiff's favor in the national opioid litigation, and the first bench trial to find Walgreens liable. Subsequently, Walgreens and the two other major chain pharmacies agreed to settle the national opioids litigation for a combined total of nearly \$14 billion.



NORTHERN AND SOUTHERN CALIFORNIA WILDFIRE CASES

Horrific unprecedented wildfires have blazed devastation through California over the last several years. Lieff Cabraser has been successful in representing wildfire

victims throughout the state, including serving as Co-Lead Counsel in the coordinated Woolsey and Thomas Fire

cases in Southern California against SoCal Edison, and as Class Action Committee Chair and on the Individual Plaintiffs' Executive Committee in lawsuits against PG&E over Northern California wildfires. In 2019, we helped guide negotiations with PG&E that culminated in an historic \$13.5 billion trust settlement on behalf of wildfire victims.



SOUTHERN CALIFORNIA FIRE CASES (CALIFORNIA THOMAS WILDFIRE & MUDSLIDE LITIGATION), JCCP NO. 4965 (CAL. SUPR. CT.)

Lieff Cabraser serves as Co-Lead Counsel for Individual Plaintiffs in litigation involving thousands of Plaintiffs against Southern California Edison over the role of the utility's equipment in starting the devastating Thomas Fire that destroyed over a thousand homes in Southern California in December 2017, and the resulting mudslides in Montecito that destroyed additional homes and killed 23 people. Plaintiffs surmounted a demurrer to their inverse condemnation claim. After extensive discovery, including relating to the official investigation, and shortly before multipoint bellwether trials were to occur, the litigation entered into a settlement protocol, which has resolved over 1,600 cases to date. Together with the individual plaintiffs in the Woolsey Fire, these plaintiffs have recovered well over \$1 billion to date.



2017 CALIFORNIA NORTH BAY FIRE CASES, JCCP NO. 4955 (CAL. SUPR. CT.)

Lieff Cabraser attorneys served as Chairs of the Class Action Committee in the consolidated lawsuits against Pacific Gas & Electric relating to losses from the

2017 North Bay Fires, and also served on the Individual Plaintiffs' Executive Committee.

In January of 2019, in the face of overwhelming liability from pending wildfire litigation, PG&E and its parent filed

for bankruptcy. *In re PG&E Corporation*, Case No. 19-30088 and *In re Pacific Gas and Electric Company*, Case No. 19-30089 (N.D. Cal. Bankr. 2019). The bankruptcy trustee appointed a Torts Claimants' Committee to represent persons with tort claims, largely wildfire victims, in the bankruptcy.

Lieff Cabraser represented a member of the Committee who lost her father in the Camp Fire, advocating for fire victims to be treated fairly and equitably in the bankruptcy. We helped negotiate a settlement with PG&E of \$13.5 billion to compensate fire victims for their losses. Our firm also served on the Trust Oversight Committee that has monitored and assisted the Trustee in administering the gargantuan and complex claims process.

CAMP FIRE CASES, JCCP NO. 4995 (CAL. SUPR. COURT)

Lieff Cabraser represented the family of Ernest Francis "Ernie" Foss, beloved father and musician, who was killed in the November 2018 Camp Fire, the deadliest and most destructive wildfire in modern California history. The fire broke out in Northern California near Chico in early November 2018 and quickly grew to massive size, affecting over 140,000 acres and killing at least 80 people, destroying nearly 14,000 homes and nearly obliterating the town of Paradise, and causing the evacuation of over 50,000 area residents.

In addition, Lieff Cabraser represented plaintiffs in a class action lawsuit as well as hundreds of individual suits filed against PG&E for the devastating property damage, economic losses, and disruption to homes, businesses, and livelihoods caused by the Camp wildfire. The lawsuits alleged the Camp Fire was started by unsafe electrical infrastructure owned, operated, and improperly maintained by PG&E. The plaintiffs further claimed that despite PG&E's knowledge that electrical infrastructure was aging, unsafe, and vulnerable to environmental conditions, PG&E failed to take action that could have prevented the deadliest and most destructive wildfire in California's history.

IN RE PG&E CORPORATION, CASE NO. 19-30088, AND IN RE PACIFIC GAS AND ELECTRIC COMPANY, CASE NO. 19-30089 (U.S. BANKRUPTCY COURT, N.D. CAL. – SAN FRANCISCO DIVISION)

In January of 2019, in the face of overwhelming liability from pending wildfire litigation, including the North Bay and Camp Fire JCCPs, PG&E Corporation and Pacific Gas and Electric Company filed voluntary petitions for relief under Chapter 11 of the federal Bankruptcy Code. As a result of the bankruptcy filing, the Camp Fire and

North Bay Fires proceedings in state court were stayed. In February 2019, Andrew R. Vara, the Acting United States Trustee for Region 3, appointed an official committee of tort claimants to represent the interests and act on behalf of all persons with tort claims against PG&E, including wildfire victims in the bankruptcy proceedings. Lief Cabraser represented Angela Foss Loo as a member of the Official Committee of Tort Claimants.



FLORIDA TOBACCO CASES/IN RE ENGLE CASES, NO. 3:09-CV-10000-J-32 JBT (M.D. FL.)

Lief Cabraser represented Florida smokers, and the spouses and families of loved ones who died, in litigation against the tobacco companies for their 50-year conspiracy to conceal the hazards of smoking and the addictive nature of cigarettes. On February 25th, 2015, a settlement was announced of more than 400 Florida smoker lawsuits against the major cigarette companies Philip Morris USA Inc., R.J. Reynolds Tobacco Company, and Lorillard Tobacco Company. As a part of the settlement, the companies had to pay \$100 million to injured smokers or their families. This was the first settlement ever by the cigarette companies of smoker cases on a group basis.

Lief Cabraser attorneys tried over 20 cases in Florida federal court against the tobacco industry on behalf of individual smokers or their estates, and with co-counsel obtained over \$105 million in judgments for our clients. Two of the jury verdicts Lief Cabraser attorneys obtained in the litigation were ranked by The National Law Journal as among the Top 100 Verdicts of 2014.

In 2020, the Eleventh Circuit found in favor of the plaintiff in one of our Engle progeny tobacco injury lawsuits against cigarette manufacturer Philip Morris, holding that a punitive damages award of over \$20 million was constitutionally appropriate and not unconstitutionally excessive as Philip Morris had repeatedly argued after losing the original injury trial in 2013. In addition to defeating Philip Morris' challenges in that case, we briefed, argued, and secured other trial verdicts against the tobacco industry in the 11th Circuit, including a \$41 million verdict against R.J. Reynolds that was the largest

ever rendered against a tobacco company in federal court.



**GENERAL MOTORS
IGNITION SWITCH
DEFECT INJURY
LAWSUITS, MDL NO.
2543 (S.D.N.Y.)**

Lief Cabraser served as Co-Lead Counsel for plaintiffs in multidistrict litigation involving economic loss and personal injury/wrongful death (PI/WD) cases arising out of GM's manufacture and sale of vehicles with defective ignition switches and other defects. Our firm had primary co-responsibility for consumer claims, representing five nationwide classes of GM vehicle owners and lessees whose claims resolved for \$121 million, plus fees, in a settlement granted final approval by Judge Jesse M. Furman, S.D.N.Y., on December 18, 2020. Judge Furman also oversaw a series of bellwether PI/WD trials, as well as litigation resulting in multiple individual and group PI/WD settlements.



**IN RE: ABILIFY
(ARIPIPRAZOLE)
PRODUCTS LIABILITY
LITIGATION, MDL NO.
2734 (N.D. FLA.)**

We represented clients who incurred crippling financial losses and pain and suffering from compulsive gambling caused by the drug Abilify. In May 2016 the FDA warned that Abilify can lead to damaging compulsive behaviors, including uncontrollable gambling. The gambling addictions could be so severe that patients lost their homes, livelihoods, and marriages. The \$6+ billion a year-earning drug was prescribed for nearly 9 million patients in 2014 alone. In December 2016, Lief Cabraser partner Lexi Hazam was appointed by the court overseeing the nationwide Abilify gambling injuries MDL litigation to the Plaintiffs Executive Committee and as Co-Chair of the Science and Expert Sub-Committee for the nationwide Abilify MDL litigation. The Court issued a Daubert decision admitting almost all of Plaintiffs' experts in 2018, and on the eve of bellwether trials, the parties entered settlement negotiations. Almost all of the Abilify cases have been resolved through settlement.



RISPERDAL LITIGATION

In 2013, Johnson & Johnson and its subsidiary Janssen Pharmaceuticals, the manufacture of the antipsychotic prescription drugs Risperdal and Invega, entered into a \$2.2 billion settlement with the U.S. Department of Justice for improperly promoting the drugs. The government alleged that J&J and Janssen knew Risperdal triggered the production of prolactin, a hormone that stimulates breast development (gynecomastia) and milk production. Lieff Cabraser represented parents whose sons developed abnormally large breasts while prescribed Risperdal and Invega in lawsuits charging that Risperdal was a defective and dangerous prescription drug and seeking monetary damages for the mental anguish and physical injuries the young men suffered. The cases were settled favorably in 2018.



BENICAR LITIGATION, MDL NO. 2606 (D. N.J.)

Lieff Cabraser represented patients who experienced substantial side-effects from the blood pressure medication Benicar, including substantial weight loss, severe gastrointestinal

problems, and life-threatening conditions, in litigation against Japan-based Daiichi Sankyo, Benicar's manufacturer, and Forest Laboratories, which marketed Benicar in the U.S. The complaints alleged that Benicar was insufficiently tested and not accompanied by adequate instructions and warnings to apprise consumers of the full risks and side effects associated with its use. Lieff Cabraser served on the Plaintiffs' Steering Committee for the nationwide Benicar MDL litigation and Lieff Cabraser partner Lexi J. Hazam served as Co-Chair of the Benicar MDL Plaintiffs' Science and Experts Committee. In August 2017, the parties reached a settlement valued at \$300 million covering approximately 2,300 Benicar injury cases in both state and federal U.S. courts.

DEFECTIVE HIP IMPLANT CASES/STRYKER METAL HIP IMPLANT LITIGATION, MDL NO. 2441 (D. MINN.)

Lieff Cabraser represented 60+ hip replacement patients nationwide who received the recalled Stryker Rejuvenate and ABG II modular hip implant systems, served on the Plaintiffs' Lead Counsel Committee in the multidistrict litigation, and successfully secured settlements that included a base payment of \$300,000 to patients that received the defective hip systems. Stryker's liability under the settlement was not capped; the total amount of payments under the settlement far exceeded \$1 billion dollars.



DEFECTIVE HIP IMPLANT CASES/DEPUY METAL HIP IMPLANTS LITIGATION, MDL NO. 2244 (N.D. TEX.)

Lieff Cabraser represented approximately 200 patients nationwide who received defective ASR XL Acetabular and ASR Hip Resurfacing systems manufactured by DePuy Orthopedics, a unit of Johnson & Johnson which were implanted in approximately 40,000 U.S. patients. The complaints alleged that DePuy was aware its implants were failing at a notably high rate, yet continued to manufacture and sell the devices. Serving on the litigation's Plaintiffs' Steering Committee, our firm helped secure over \$2.5 billion in settlement payments to individual implant recipients, including base awards to each of \$250,000.

YAZ AND YASMIN LITIGATION

Lieff Cabraser represented women prescribed Yasmin and Yaz oral contraceptives who suffered blood clots, deep vein thrombosis, strokes, and heart attacks, as well as the families of loved ones who died suddenly while taking these medications. The complaints alleged that Yaz and Yasmin manufacturer Bayer failed to adequately warn patients and physicians of the increased risk of serious adverse effects from Yasmin and Yaz. The complaints also charged that these oral contraceptives posed a greater risk of serious side effects than other widely available birth control drugs. The litigation led to settlements of 7,660 claims with a total value of \$1.6 billion.



**IN RE NEW ENGLAND
COMPOUNDING
PHARMACY INC.
PRODUCTS LIABILITY
LITIGATION, MDL NO.
2419 (D. MASS.)**

Lieff Cabraser represented patients injured or killed by a nationwide 2012 fungal meningitis outbreak

after more than 14,000 patients across the U.S. were injected with a contaminated epidural steroid back pain medication manufactured and sold by The New England Compounding Center in Framingham, Massachusetts. Nearly 800 patients across multiple clinics developed fungal meningitis, and more than 70 of those patients died. Lieff Cabraser served on the Plaintiffs' Steering Committee in the multi-district litigation, and our attorneys acted as federal-state liaison counsel. In May 2015, the U.S. Bankruptcy Court approved a \$200 million partial settlement for victims of the outbreak.

counsel overcame significant hurdles in the challenging litigation. In addition to defeating Toyota's motion to dismiss the litigation, Lieff Cabraser and co-counsel demonstrated that the highly-publicized government studies that denied unintended acceleration, or attributed it to mechanical flaws and driver error, were flawed and erroneous.



**IN RE ACTOS (PIOGLITAZONE) PRODUCTS LIABILITY
LITIGATION, MDL NO. 2299 (W.D. LA.)**

Lieff Cabraser represented 90 diabetes patients who developed bladder cancer after exposure to the prescription drug pioglitazone, sold as Actos by Japan-based Takeda Pharmaceutical Company and its American marketing partner, Eli Lilly. We served on the Plaintiffs' Steering Committee in the Actos MDL. In 2014, Lieff Cabraser served on the trial team in the case of *Allen v. Takeda*, working closely with lead trial counsel in federal court in Louisiana. The jury awarded \$9 billion in punitive damages, finding that Takeda and Lilly failed to adequately warn about the bladder cancer risks of Actos and had acted with wanton and reckless disregard for patient safety. The trial judge reduced the punitive damage award but upheld the jury's findings of misconduct, and ruled that a multiplier of 25 to 1 for punitive damages was justified.

In April 2015, Takeda agreed to resolve all timely bladder cancer claims via a settlement valued at \$2.4 billion. Average payments of about \$250,000 per person were increased for those with more severe injuries.



**IN RE TOYOTA MOTOR
CORP. UNINTENDED
ACCELERATION
MARKETING, SALES
PRACTICES, AND
PRODUCTS LIABILITY
LITIGATION, MDL NO.
2151 (C.D. CAL.)**

Lieff Cabraser serves as Co-Lead Counsel for the plaintiffs in the Toyota

injury cases in federal court representing individuals injured, and families of loved ones who died, in Toyota unintended acceleration accidents. The complaints charge that Toyota took no action despite years of complaints that its vehicles accelerated suddenly and could not be stopped by proper application of the brake pedal. The complaints further allege that Toyota breached its duty to manufacture and sell safe automobiles by failing to incorporate a brake override system and other readily available safeguards that could have prevented unintended acceleration.

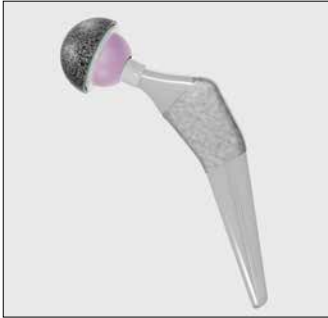
In December 2013, Toyota announced its intention to begin to settle the cases. In 2014, Lieff Cabraser played a key role in turning Toyota's intention into a reality through assisting in the creation of an innovative resolution process that has settled scores of cases in streamlined, individual conferences. The settlements are confidential. Before Toyota agreed to settle the litigation, plaintiffs'

SIMPLY THICK LITIGATION

Lieff Cabraser represented parents whose infants died or suffered injuries linked to Simply Thick, a thickening agent for adults that was promoted to parents, caregivers, and health professional for use by infants to assist with swallowing. The individual lawsuits alleged that Simply Thick when fed to infants caused necrotizing enterocolitis (NEC), a life-threatening condition characterized by the inflammation and death of intestinal tissue. In 2014, the litigation was resolved on confidential terms.

MEDTRONIC INFUSE LITIGATION

Lieff Cabraser represented patients who suffered serious injuries from the off-label use of the Infuse bone graft, manufactured by Medtronic Inc. The FDA approved Infuse for only one type of spine surgery, the anterior lumbar fusion. Many patients, however, received an off-label use of Infuse and were never informed of the off-label nature of the surgery. Serious complications associated with Infuse included uncontrolled bone growth and chronic pain from nerve injuries. In 2014, the litigation was settled on confidential terms.

**WRIGHT MEDICAL HIP LITIGATION**

The Profemur-Z system manufactured by Wright Medical Technology consisted of three separate components: a femoral head, a modular neck, and a femoral stem. Prior to 2009, Profemur-Z hip system

included a titanium modular neck adapter and stem which was implanted in 10,000 patients. Lieff Cabraser represented patients whose Profemur-Z hip implant fractured, requiring a revision surgery. In 2013 and 2014, the litigation was resolved on confidential terms.

**ADVANCED MEDICAL OPTICS COMPLETE MOISTUREPLUS LITIGATION**

Lieff Cabraser represented consumers nationwide in personal injury lawsuits filed against Advanced Medical Optics arising out of the May 2007

recall of AMO's Complete MoisturePlus Multi-Purpose Contact Lens Solution. The product was recalled due to reports of a link between a rare but serious eye infection, Acanthamoeba keratitis, caused by a parasite and use of AMO's contact lens solution. Though AMO promoted Complete MoisturePlus Multi-Purpose as "effective against the introduction of common ocular microorganisms," the complaints charged that AMO's lens solution was ineffective and vastly inferior to other multipurpose solutions on the market. In many cases, patients were forced to undergo painful corneal transplant surgery to save their vision and some lost all or part of their vision permanently. The patients represented by Lieff Cabraser

resolved their cases with AMO on favorable, confidential terms.

IN RE ZIMMER DUROM CUP PRODUCT LIABILITY LITIGATION, MDL NO. 2158 (D. N.J.)

Lieff Cabraser served as Co-Liaison Counsel for patients nationwide injured by the defective Durom Cup manufactured by Zimmer Holdings. First sold in the U.S. in 2006, Zimmer marketed its 'metal-on-metal' Durom Cup implant as providing a greater range of motion and less wear than traditional hip replacement components. In July 2008, Zimmer announced the suspension of Durom sales. The complaints charged that the Durom cup was defective and led to the premature failure of the implant. In 2011 and 2012, the patients represented by Lieff Cabraser settled their cases with Zimmer on favorable, confidential terms.

**GOL AIRLINES FLIGHT 1907 AMAZON CRASH**

Lieff Cabraser served as Plaintiffs' Liaison Counsel and represented over twenty families whose loved ones died in the Gol Airlines Flight 1907 crash. On September 29, 2006, a brand-new Boeing 737-800 operated by Brazilian air carrier Gol plunged into the Amazon jungle after colliding with a smaller plane owned by the American company ExcelAire Service, Inc. None of the 149 passengers and six crew members on board the Gol flight survived the accident.

The complaint charged that the pilots of the ExcelAire jet were flying at an incorrect altitude at the time of the collision, failed to operate the jet's transponder and radio equipment properly, and failed to maintain communication with Brazilian air traffic control in violation of international civil aviation standards. If the pilots of the ExcelAire aircraft had followed these standards, the complaint charged that the collision would not have occurred.

At the time of the collision, the ExcelAire aircraft's transponder, manufactured by Honeywell, was not functioning. A transponder transmits a plane's altitude and operates its automatic anti-collision system. The complaint charged that Honeywell shared responsibility for the

tragedy because it defectively designed the transponder on the ExcelAire jet, and failed to warn of dangers resulting from foreseeable uses of the transponder. The cases settled after they were sent to Brazil for prosecution.



**BLOOD FACTOR
VIII AND FACTOR IX
LITIGATION, MDL NO.
986 (N.D. IL.)**

Working with counsel in Asia, Europe, Central and South America and the Middle East, Lief Cabraser represented over 1,500 hemophiliacs worldwide, or their

survivors and estates, who contracted HIV and/or Hepatitis C (HCV), and Americans with hemophilia who contracted HCV, from contaminated and defective blood factor products produced by American pharmaceutical companies. In 2004, Lief Cabraser was appointed Plaintiffs' Lead Counsel of the "second generation" Blood Factor MDL litigation presided over by Judge Grady in the Northern District of Illinois. The case was resolved through a global settlement signed in 2009.

LUISI V. MEDTRONIC, NO. 07 CV 4250 (D. MINN.)

Lief Cabraser represented over seven hundred heart patients nationwide who were implanted with recalled Sprint Fidelis defibrillator leads manufactured by Medtronic Inc. Plaintiffs charged that Medtronic had misrepresented the safety of the Sprint Fidelis leads and a defect in the device triggered their receiving massive, unnecessary electrical shocks. A settlement of the litigation was announced in October 2010.



**IN RE YAMAHA MOTOR CORP. RHINO ATV PRODUCTS
LIABILITY LITIGATION, MDL NO. 2016 (W.D. KY.)**

Lief Cabraser served as Plaintiffs' Lead Counsel in the litigation in federal court and Co-Lead Counsel

in coordinated California state court litigation arising out of serious injuries and deaths in rollover accidents involving the Yamaha Rhino. The complaints charged that the Yamaha Rhino contained numerous design flaws, including the failure to equip the vehicles with side doors, which resulted in repeated broken or crushed legs, ankles, or feet for riders. Plaintiffs alleged also that the Yamaha Rhino was unstable due to a narrow track width and high center of gravity leading to rollover accidents that killed and/or injured scores of persons across the nation.

On behalf of victims and families of victims and along with the Center for Auto Safety, and the San Francisco Trauma Foundation, Lief Cabraser advocated for numerous safety changes to the Rhino in reports submitted to the U.S. Consumer Product Safety Commission (CPSC). On March 31, 2009, the CPSC, in cooperation with Yamaha Motor Corp. U.S.A., announced a free repair program for all Rhino 450, 660, and 700 models to improve safety, including the addition of spacers and removal of a rear-only anti-sway bar.



**IN RE RENU WITH
MOISTURELOC
CONTACT LENS
SOLUTION PRODUCTS
LIABILITY LITIGATION,
MDL NO. 1785 (D. S.C.)**

Lief Cabraser served on the Plaintiffs' Executive Committee in federal litigation arising out of Bausch & Lomb's 2006

recall of its ReNu With MoistureLoc contact lens solution. Consumers who developed Fusarium keratitis, a rare and dangerous fungal eye infection, as well as other serious eye infections, alleged the lens solution was defective. Some consumers were forced to undergo painful corneal transplant surgery to save their vision; others lost all or part of their vision permanently. The litigation was resolved under favorable, confidential settlements with Bausch & Lomb.

**IN RE VIOXX PRODUCTS LIABILITY LITIGATION, MDL NO.
1657 (E.D. LA.)**

Lief Cabraser represented patients injured or killed after using the arthritis and pain medication Vioxx manufactured by Merck. Our clients alleged Merck falsely promoted the safety of Vioxx, and failed to disclose the full range of the drug's dangerous side effects. Lief Cabraser partner Elizabeth J. Cabraser served on the Plaintiffs' Steering Committee in the federal multidistrict litigation, sharing responsibility for all pretrial discovery of Vioxx

cases in federal court and pursuing all settlement options with Merck. In August 2006, Lieff Cabraser served as Co-Counsel in *Barnett v. Merck*, tried in federal court in New Orleans; the jury in the case found that Vioxx caused the plaintiff's heart attack, and that Merck's conduct justified an award of punitive damages. In November 2007, Merck announced it had entered into an agreement with the Executive Committee of the Plaintiffs' Steering Committee as well as representatives of plaintiffs' counsel in state coordinated proceedings that led to a settlement fund of \$4.85 billion for qualifying claims.



**IN RE BAYCOL
PRODUCTS LITIGATION,
MDL NO. 1431 (D. MINN.)**

Baycol was one of a group of drugs called statins, intended to reduce cholesterol. In August 2001, Bayer A.G. and Bayer Corporation, the manufacturers of Baycol, withdrew the

drug from the worldwide market based upon reports that Baycol was associated with serious side effects and linked to the deaths of over 100 patients worldwide. In the federal multidistrict litigation, Lieff Cabraser served as a member of the Plaintiffs' Steering Committee (PSC) and the Executive Committee of the PSC. In addition, Lieff Cabraser represented approximately 200 Baycol patients who suffered injuries or family members of patients who died allegedly as a result of ingesting Baycol. In these cases, our clients reached confidential favorable settlements with Bayer.



**IN RE BEXTRA/
CELEBREX MARKETING
SALES PRACTICES AND
PRODUCTS LIABILITY
LITIGATION, MDL NO.
1699 (N.D. CAL.)**

Lieff Cabraser served as Plaintiffs' Liaison Counsel and Elizabeth J. Cabraser chaired the Plaintiffs'

Steering Committee (PSC) charged with overseeing all personal injury and consumer litigation in federal courts nationwide arising out of the sale and marketing of the COX-2 inhibitors Bextra and Celebrex, manufactured by Pfizer, Inc. and its predecessor companies Pharmacia Corporation and G.D. Searle, Inc.

Under the global resolution of the multidistrict tort and consumer litigation announced in October 2008, Pfizer paid over \$800 million to claimants, including over \$750 million to resolve death and injury claims.

In a report adopted by the Court on common benefit work performed by the PSC, the Special Master stated:

"[L]eading counsel from both sides, and the attorneys from the PSC who actively participated in this litigation, demonstrated the utmost skill and professionalism in dealing with numerous complex legal and factual issues. The briefing presented to the Special Master, and also to the Court, and the development of evidence by both sides was exemplary. The Special Master particularly wishes to recognize that leading counsel for both sides worked extremely hard to minimize disputes, and when they arose, to make sure that they were raised with a minimum of rancor and a maximum of candor before the Special Master and Court."



**MRAZ V.
DAIMLERCHRYSLER,
NO. BC 332487 (CAL.
SUPR. CT.)**

In March 2007, the jury returned a \$54.4 million verdict, including \$50 million in punitive damages, against DaimlerChrysler for intentionally failing to

cure a known defect in millions of its vehicles that led to the death of Richard Mraz, a young father. Mr. Mraz suffered fatal head injuries when the 1992 Dodge Dakota pickup truck he had been driving at his work site ran him over after he exited the vehicle believing it was in park. The jury found that a defect in the Dodge Dakota's automatic transmission, called a park-to-reverse defect, played a substantial factor in Mr. Mraz's death and that DaimlerChrysler was negligent in the design of the vehicle for failing to warn of the defect and then for failing to adequately recall or retrofit the vehicle.

In March 2008, a Louisiana-state jury found DaimlerChrysler liable for the death of infant Collin Guillot and injuries to his parents Juli and August Guillot and their then 3-year-old daughter, Madison. The jury returned a unanimous verdict of \$5,080,000 in compensatory damages. The jury found that a defect in the Jeep Grand Cherokee's transmission, called a park-to-reverse defect, played a substantial factor in Collin Guillot's death and the severe injuries suffered by Mr. and Mrs. Guillot and their daughter. Lieff Cabraser served as plaintiffs' co-counsel in the trial.

**IN RE GUIDANT IMPLANTABLE DEFIBRILLATORS
PRODUCTS LIABILITY LITIGATION, MDL NO. 1708 (D.
MINN.)**

Lieff Cabraser served as Plaintiffs' Co-Lead Counsel in litigation in federal court arising out of the recall of Guidant cardiac defibrillators implanted in patients because of potential malfunctions in the devices. At the time of the recall, Guidant admitted it was aware of 43 reports of device failures, and two patient deaths. Guidant subsequently acknowledged that the actual rate of failure might have been higher than the reported rate and that the number of associated deaths might have been underreported since implantable cardio-defibrillators are not routinely evaluated after death. In January 2008, the parties reached a global settlement of the action. Guidant's settlements of defibrillator-related claims totalled \$240 million.



**FEN-PHEN ("DIET
DRUGS") LITIGATION**

Lieff Cabraser represented individuals who suffered injuries from the "Fen-Phen" diet drugs fenfluramine (sold as Pondimin) and/or dexfenfluramine (sold as Redux), and served as counsel for

the plaintiff who filed the first nationwide class action lawsuit against the diet drug manufacturers alleging a widespread failure to adequately warn physicians and consumers of the risks associated with the drugs. In *In re Diet Drugs (Phentermine/ Fenfluramine/Dexfenfluramine) Products Liability Litigation*, MDL No. 1203 (E.D. Pa.), the Court appointed Elizabeth J. Cabraser to the Plaintiffs' Management Committee which organized and directed the Fen-Phen diet drugs litigation in federal court.

In August 2000, the Court approved a \$4.75 billion settlement offering both medical monitoring relief for persons exposed to the drug and compensation for persons with qualifying damage. Lieff Cabraser represented over 2,000 persons that suffered valvular heart disease, pulmonary hypertension or other problems (such as needing echocardiogram screening for damage) due to and/or following exposure to Fen-Phen, and obtained more than \$350 million in total for our individual clients.

**COMAIR CRJ-100 COMMUTER FLIGHT CRASH IN
LEXINGTON, KENTUCKY**

A Bombardier CRJ-100 commuter plane operated by Comair, Inc., a subsidiary of Delta Air Lines, crashed on

August 27, 2006 shortly after takeoff at Blue Grass Airport in Lexington, Kentucky, killing 47 passengers and two crew members. The aircraft attempted to take off from the wrong runway. The families represented by Lieff Cabraser obtained substantial economic recoveries in a settlement of the case.



**HELIOS AIRWAYS
FLIGHT 522 ATHENS,
GREECE CRASH**

On August 14, 2005, a Boeing 737 operating as Helios Airways flight 522 crashed north of Athens, Greece, resulting in the deaths of all passengers and crew.

The aircraft was heading from Larnaca, Cyprus to Athens International Airport when ground controllers lost contact with the pilots, who had radioed in to report problems with the air conditioning system. Press reports about the official investigation indicate that a single switch for the pressurization system on the plane was not properly set by the pilots, and eventually both were rendered unconscious, along with most of the passengers and cabin crew.

Lieff Cabraser represented the families of several victims, and filed complaints alleging that a series of design defects in the Boeing 737-300 contributed to the pilots' failure to understand the nature of the problems they were facing. Foremost among those defects was a confusing pressurization warning "horn" which uses the same sound that alerts pilots to improper takeoff and landing configurations. The families represented by Lieff Cabraser obtained substantial economic recoveries in a settlement of the case.

**SULZER HIP AND KNEE PROSTHESIS LIABILITY
LITIGATION**

In December 2000, Sulzer Orthopedics, Inc., announced the recall of approximately 30,000 units of its Inter-Op Acetabular Shell Hip Implant, followed in May 2001 with a notification of failures of its Natural Knee II Tibial Baseplate Knee Implant. Lieff Cabraser served as Court-appointed Plaintiffs' Liaison Counsel and Co-Lead Counsel in coordinated litigation in California state court over defective hip and knee implants, *In re Hip Replacement Cases*, JCCP 4165. In the federal litigation, *In re 2002 Sulzer Hip Prosthesis and Knee Prosthesis Liability Litigation*, MDL No. 1410, after objecting to the initial settlement on behalf of our clients, Lieff Cabraser played a significant role in negotiating a revised global settlement of the litigation valued at more than \$1 billion.

The revised settlement, approved by the Court in May 2002, provided patients with defective implants almost twice the cash payment as under the initial settlement.

IN RE TELELECTRONICS PACING SYSTEMS INC., ACCUFIX ATRIAL “J” LEADS PRODUCTS LIABILITY LITIGATION, MDL NO. 1057 (S.D. OHIO)

Lieff Cabraser served on the Plaintiffs’ Steering Committee in a nationwide products liability action alleging that defendants placed into the stream of commerce defective pacemaker leads. In April 1997, the District Court re-certified a nationwide class of “J” Lead implantees with subclasses for the claims of medical monitoring, negligence and strict product liability. A summary jury trial, utilizing jury instructions and interrogatories designed by Lieff Cabraser, occurred in February 1998. A partial settlement was approved thereafter by the District Court but reversed by the Court of Appeals. In March 2001, the District Court approved a renewed settlement that included a \$58 million fund to satisfy all past, present and future claims by patients for their medical care, injuries, or damages arising from the leads.



CRAFT V. VANDERBILT UNIVERSITY, CIV., NO. 3-94-0090 (M.D. TENN.)

Lieff Cabraser served as Lead Counsel for a certified class of over 800 pregnant women and their children who were intentionally fed radioactive iron isotopes without

consent while receiving prenatal care at the Vanderbilt University hospital as part of a study on iron absorption during pregnancy. The women were not informed of the nature and risks of the study. Instead, they were told that the solution they were fed was a “vitamin cocktail.” In the 1960’s, Vanderbilt conducted a follow-up study to determine the health effects of the plaintiffs’ prior radiation exposure. Throughout the follow-up study, Vanderbilt concealed from plaintiffs the fact that they had been involuntarily exposed to radiation, and that the purpose of the follow-up study was to determine whether there had been an increased rate of childhood cancers among those exposed in utero. Vanderbilt also did not inform plaintiffs of the results of the follow-up study, which revealed a disproportionately high incidence of cancers among the children born to the women fed the radioactive iron.

The facts surrounding the administration of radioactive iron to the pregnant women and their children in utero only came to light as a result of U.S. Energy Secretary Hazel

O’Leary’s 1993 disclosures of government-sponsored human radiation experimentation during the Cold War. Defendants’ attempts to dismiss the claims and decertify the class were unsuccessful. 18 F. Supp.2d 786 (M.D. Tenn. 1998). The case was settled in July 1998 for a total of \$10.3 million and a formal apology from Vanderbilt.



MULTI-STATE TOBACCO LITIGATION

Lieff Cabraser represented the Attorneys General of Massachusetts, Louisiana and Illinois, several additional states, and 21 cities and counties across California, in litigation

against Philip Morris, R.J. Reynolds and other cigarette manufacturers. The suits were part of the landmark \$206 billion settlement announced in November 1998 between the tobacco industry and the states’ attorneys general. The states, cities and counties sought both to recover the public costs of treating smoking-related diseases and require the tobacco industry to undertake extensive modifications of its marketing and promotion activities in order to reduce teenage smoking. In California alone, Lieff Cabraser’s clients were awarded an estimated \$12.5 billion to be paid through 2025.

IN RE COPLEY PHARMACEUTICAL, INC., “ALBUTEROL” PRODUCTS LIABILITY LITIGATION, MDL NO. 1013 (D. WYO.)

Lieff Cabraser served on the Plaintiffs’ Steering Committee in a class action lawsuit against Copley Pharmaceutical, which manufactured Albuterol, a bronchodilator prescription pharmaceutical. Albuterol was the subject of a nationwide recall in January 1994 after a microorganism was found to have contaminated the solution, allegedly causing numerous injuries including bronchial infections, pneumonia, respiratory distress and, in some cases, death. In October 1994, the District Court certified a nationwide class on liability issues. *In re Copley Pharmaceutical*, 161 F.R.D. 456 (D. Wyo. 1995). In November 1995, the District Court approved a \$150 million settlement of the litigation.

Additional Personal Injury Case Information is available on our website at lieffcabraser.com

SECURITIES AND FINANCIAL FRAUD

Corporate misconduct, securities fraud, and other related financial fraud cause investors to lose billions every year. Lief Cabraser's Securities and Financial Fraud team is committed to holding the parties responsible for financial fraud accountable. Over the last 50 years, we have developed unparalleled experience, expertise, and the resources necessary for achieving successes in meaningful and effective complex litigation against the world's largest corporations.

We have successfully represented the nation's largest public pension funds, Taft-Hartley funds, private institutional investors, and high net worth individual investors in securities and financial fraud cases. We work to obtain meaningful recoveries for our clients and to secure meaningful governance reforms at the companies in which they invest.

We take a highly-tailored approach to investigating and prosecuting financial fraud. After thorough research and a deep analysis of the facts, we determine feasible litigation options, conduct loss and damage calculations, and develop litigation strategies that respond to the unique circumstances of each client and case. Our track record of successfully litigating financial fraud cases spans five decades, including trying securities fraud class actions through to verdict. We are one of few plaintiffs' law firms anywhere that possess this experience.

Representative Current Cases



GONSALVES V. BLOCK, INC., ET AL., NO. 5:25-CV-00642-NW (N.D. CAL.)

Lief Cabraser serves as Court-appointed Co-Lead Counsel for Lead Plaintiff the New York City Pension Funds in securities fraud class action litigation alleging Block and certain of its senior executives knowingly misrepresented the Company's compliance and anti-money laundering programs on its payment platforms Square and Cash App. As revealed through a series of partial disclosures including multiple whistleblower allegations, Block intentionally ignored its compliance obligations in order to expand its user base and increase revenues by facilitating payments linked to drug and sex trafficking, terrorist organizations, money laundering, and other illicit activities. Block's compliance failures subjected the Company to regulatory scrutiny and enforcement, including investigations by the SEC, the DOJ, the Financial Crimes Enforcement Network, and the Commodities Futures Trading Commission, and enforcement actions by the Consumer Financial Protection Bureau and 48 state financial regulators, resulting in settlements totaling \$250 million.

EMPLOYEES' RETIREMENT SYSTEM OF RHODE ISLAND V. ELON MUSK, ET AL., 2024-0631 (DEL CH.)

Lief Cabraser represents Plaintiff the Employees' Retirement System of Rhode Island in this recently-filed stockholder derivative action against Elon Musk and certain current and former members of the Board of Directors of Tesla, Inc. ("Tesla"). The action alleges breaches of fiduciary duties including: (a.) unlawful stock sales in connection with Elon Musk's purchase of Twitter, Inc. ("Twitter," rebranded as "X"); (b.) usurpation of corporate opportunity properly belonging to Tesla by investment in X.AI, an artificial intelligence company; (c.) diversion of Tesla's employees to work for Twitter and X.AI; (d.) breaches of contractual obligations established by Tesla's Code of Business Ethics ("Code"); (e.) bad faith implementation and oversight regarding Tesla's Code; and (f.) bad faith implementation and oversight regarding the 2018 Consent Decree with the Securities Exchange Commission that required Musk to obtain Tesla's preapproval on tweets relating to his disposition of Tesla stock.





CITY OF HOLLYWOOD FIREFIGHTERS' PENSION SYSTEM V. WELLS FARGO & COMPANY ET AL., 4:23-CV-02445-JST (N.D. CAL.)

Lieff Cabraser serves as Additional Counsel for Plaintiff the City of Hollywood Firefighters' Pension System in this recent shareholder derivative action alleging that certain directors of Wells Fargo breached their fiduciary duty by failing to comply with explicit regulatory requirements established by federal regulators in multiple consent orders since 2018, resulting in further consent orders from the Consumer Financial Protection Bureau and the Office of the Comptroller of Currency in September 2021 and December 2022.



BLACKROCK GLOBAL ALLOCATION FUND, INC., ET AL. V. PERRIGO COMPANY PLC, ET AL., NO. 2:20-CV-4748 (D.N.J.)

Lieff Cabraser represents certain funds and accounts of BlackRock in a direct (non-class) action against Perrigo Company plc and former senior executives for violations of the Securities Exchange Act of 1934. Plaintiffs allege defendants concealed from investors that (contrary to their public statements) Perrigo was engaged in a price-fixing scheme with respect to generic drugs, was impacted by pricing pressures in the generic pharmaceuticals industry, and had failed to successfully integrate Omega Pharma NV, Perrigo's largest acquisition. The parties have completed fact and expert discovery. In August 2023, the court granted in part and denied in part defendants' motions for summary judgment in the related securities class case. Class

plaintiffs recently obtained preliminary approval of a settlement of that case.

BLACKROCK GLOBAL ALLOCATION FUND, INC., ET AL. V. VALEANT PHARMACEUTICALS INTERNATIONAL, INC., ET AL., NO. 3:18-CV-00343 (D.N.J.)

Lieff Cabraser represents certain funds and accounts of institutional investor BlackRock in a direct (non-class) action against Valeant Pharmaceuticals International, Inc. (n/k/a Bausch Health Companies Inc.) and former senior executives for violations of the Securities Exchange Act of 1934 arising from a scheme to generate revenues through massive price increases for Valeant-branded drugs while concealing the truth of the company's business operations, financial results, and other material facts. The court denied defendants' partial motions to dismiss and the parties have completed discovery.

In May 2023 the court-appointed special master issued reports and recommendations largely denying the parties' respective motions for summary judgment and denying in full defendants' motions to exclude the testimony of certain of plaintiffs' experts. Earlier this year, the court largely adopted the special master's rulings. Lieff Cabraser also represents a number of BlackRock entities in substantively similar litigation in Canada against Valeant and several individual defendants. Fact and expert discovery in those proceedings have concluded, and the parties are preparing for trial (no trial date has yet been set).



DANSKE BANK A/S SECURITIES LITIGATION

Lieff Cabraser, together with co-counsel, represents a large coalition of institutional investors, including state and government pension and treasury systems, in litigation pending in Denmark against Danske Bank A/S ("Danske"). The litigation arises from Danske's failure to disclose that its reported financial performance was inflated by illegal sources of income and that it was subject to significant risks as a result of such business activities. In late 2022, Danske pleaded guilty to defrauding American banks and was fined \$2 billion by the U.S. Justice Department. Danske also agreed to pay the U.S. Securities and

Exchange Commission \$413 million to settle charges that it misled investors about its compliance with anti-money laundering requirements. The litigation is ongoing.

DISCOVER FINANCIAL SERVICES SECURITIES CLASS ACTION LITIGATION, NO. 1:23-CV-06788 (N.D. ILL.)

Lieff Cabraser is Co-Lead Counsel for a proposed class of injured investors in securities class litigation against Discover Financial Services (“DFS”), the financial services company that owns and operates Discover Bank. The action, co-led by five New York City pension funds, alleges that DFS made false or misleading statements concealing that the Company’s risk management and compliance protocols were inadequate, and that DFS did not meet industry standards for servicing student loans, did not categorize credit card accounts correctly, and failed to curb its surging credit card delinquency rate. When these issues were revealed to the marketplace, the company’s total market capitalization sank by more than \$1 billion, harming investors. The court will consider arguments on the sufficiency of plaintiffs’ claims in 2024.



MFS SERIES TRUST I, OBO MFS VALUE FUND, ET AL. V. FIRSTENERGY CORP., ET AL., NO. 2:21-CV-05839-ALM-KAJ (S.D.N.Y.)

Lieff Cabraser represents certain MFS funds and trusts in this individual action against FirstEnergy Corp. (“FirstEnergy”) and certain of its senior executives for violations of the Securities Exchange Act of 1934 (the “Exchange Act”). The action arises from defendants’ misstatements and omissions that concealed their participation in a massive bribery and money laundering scheme to pay tens of millions of dollars to Ohio public officials in exchange for legislative and regulatory favors, including a billion-dollar relief package called House Bill 6 (“HB 6”), that benefited the Company. As the truth about defendants’ fraud was revealed, FirstEnergy lost approximately \$10 billion in market capitalization. The parties are currently engaged in discovery.



IN RE FOX CORPORATION DERIVATIVE LITIGATION, C.A. NO. 2023-0418-JTL (DEL. CH.)

Lieff Cabraser serves as Co-Lead Counsel on behalf of Co-Lead Plaintiffs the New York City Funds and the State of Oregon in this shareholder derivative action against certain directors and officers of Fox Corporation. In connection with Fox News’ propagation of unfounded, defamatory conspiracy theories concerning the U.S. presidential election of 2020, the action alleges breach of fiduciary duties for: (1) the adoption of an illegal business model by which Fox News pursues profits by committing actionable defamation; (2) the lack of good faith efforts to establish systems or practices for minimizing, mitigating, or monitoring defamation risk; and (3) inaction in the face of red flags of defamation risk.

SECURITIES AND FINANCIAL FRAUD

Representative Achievements & Successes



STEINHOFF INTERNATIONAL HOLDINGS N.V. SECURITIES LITIGATION

Lieff Cabraser, together with co-counsel, underwrote a vehicle for investor recovery against Steinhoff International Holdings N.V.

("Steinhoff"), a Dutch corporation based in South Africa that sells retail brands of furniture and household goods throughout the world. The vehicle, called the Stichting Steinhoff Investors Losses Foundation, is a Dutch legal entity governed by an independent board of directors. The proceedings sought recovery of investor losses caused by the massive, multi-year accounting fraud at Steinhoff that has wiped out billions of dollars in shareholder value. The litigation resolved via settlement in 2022.

Counsel. On October 14, 2022, Judge Curiel granted final approval to a \$14.1 million settlement of the litigation. The settlement compares several times more favorably, on a percentage of-loss basis, to the typical securities class settlement for a case of its size.



IN RE THE BOEING COMPANY DERIVATIVE LITIGATION, CONSOL. C.A., NO. 2019-0907-MTZ (DELAWARE CHANCERY COURT)

Lieff Cabraser served as Court-appointed Co-Lead Counsel representing Co-Lead Plaintiffs the New York State Comptroller Thomas P. DiNapoli, as trustee of the New York State Common Retirement, and the Fire and Police Pension Association of Colorado, in shareholder derivative litigation against current and former officers and directors of The Boeing Company ("Boeing"). Co-Lead Plaintiffs' amended complaint, filed January 2021, alleged that Boeing's officers and directors breached their fiduciary duties to the company by dismantling Boeing's lauded safety-engineering corporate culture in favor of what became a financial-engineering corporate culture. Despite numerous safety-related red flags, the Board and officers failed to monitor the safety of Boeing's aircraft. Ultimately, the Board and officers' consistent disregard for safety resulted in the flawed design of Boeing's 737 MAX, leading to the tragic deaths of 346 passengers and the grounding of all 737 Max aircraft.

On September 8, 2021, Vice Chancellor Morgan T. Zurn upheld Co-Lead Plaintiffs' claim for breach of fiduciary duty against the Company's directors. In February 2022, the court approved a settlement comprised of a \$237.5 million monetary payment and extensive corporate governance reforms including a new board director and an ombudsperson program.



HOUSTON MUNICIPAL EMPLOYEES PENSION SYSTEM V. BOFI HOLDING, INC., ET AL., NO. 3:15-CV- 02324-GPC-KSC (S.D. CAL.)

Lieff Cabraser served as Class Counsel for court-appointed lead plaintiff and Class Representative

Houston Municipal Employees Pension System ("HMEPS"), in this securities fraud class action against Bofl Holding, Inc. and certain of its senior officers and directors. The action charged defendants with issuing materially false or misleading statements about the Company's loan underwriting standards, system of internal controls, and compliance infrastructure.

On August 24, 2021, Judge Gonzalo P. Curiel certified a class of investors that purchased or otherwise acquired shares of the publicly traded common stock of Bofl, as well as purchasers of Bofl call options and sellers of Bofl put options, between September 4, 2013 and October 13, 2015. In the same order, Judge Curiel appointed HMEPS as Class Representative and Lieff Cabraser as Class



**IN RE WELLS
FARGO & COMPANY
SHAREHOLDER
DERIVATIVE
LITIGATION, NO. 3:16-
CV-05541 (N.D. CAL.)**

Lieff Cabraser was appointed as Co-Lead Counsel for Lead Plaintiffs FPPACO and The City of Birmingham

Retirement and Relief System in this consolidated shareholder derivative action alleging that, since at least 2011, the Board and executive management of Wells Fargo knew or consciously disregarded that Wells Fargo employees were illicitly creating millions of deposit and credit card accounts for their customers, without those customers' consent, as part of Wells Fargo's intense effort to drive up its "cross-selling" statistics. Revelations regarding the scheme, and the defendants' knowledge or blatant disregard of it, deeply damaged Wells Fargo's reputation and cost it millions of dollars in regulatory fines and lost business.

In May and October 2017, the court largely denied Wells Fargo's and the Director and Officer Defendants' motions to dismiss Lead Plaintiffs' amended complaint. In April 2020, U.S. District Judge Jon S. Tigar granted final approval to a settlement of \$240 million cash payment, the largest insurer-funded cash settlement of a shareholder derivative action, and corporate governance reforms.

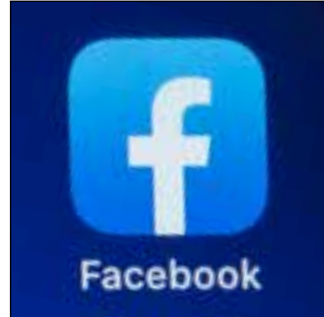


**ARKANSAS TEACHER RETIREMENT SYSTEM V.
STATE STREET CORP., CASE NO. 11CV10230
(MLW) (D. MASS.)**

Lieff Cabraser served as co-counsel for a nationwide class of institutional custodial clients of State Street, including public pension funds and ERISA plans, who alleged that defendants deceptively charged class members on FX trades done in connection with the purchase and sale of foreign securities. The complaint charged that between 1999 and 2009, State Street consistently incorporated hidden and excessive mark-ups or mark-downs relative to

the actual FX rates applicable at the times of the trades conducted for State Street's custodial FX clients.

State Street allegedly kept for itself, as an unlawful profit, the "spread" between the prices for foreign currency available to it in the FX marketplace and the rates it charged to its customers. Plaintiffs sought recovery under Massachusetts' Consumer Protection Law and common law tort and contract theories. On November 2, 2016, U.S. District Senior Judge Mark L. Wolf granted final approval to a \$300 million settlement of the litigation.



**IN RE FACEBOOK,
INC. IPO SECURITIES
AND DERIVATIVE
LITIGATION, MDL
NO. 12-2389 (RWS)
(S.D.N.Y.)**

Lieff Cabraser was counsel for two individual investor class representatives in the securities class litigation

arising under the Private Securities Litigation Reform Act of 1995 (the "PSLRA") concerning Facebook's initial public offering in May 2012. In 2018, the court final approval to a settlement of the litigation.

**HONEYWELL INTERNATIONAL INC. DEFINED
CONTRIBUTION PLANS MASTER SAVINGS TRUST.
V. MERCK & CO., NO. 14-CV 2523-SRC-CLW
(S.D.N.Y.); JANUS BALANCED FUND V. MERCK &
CO., NO. 14-CV-3019-SRC-CLW (S.D.N.Y.); LORD
ABBETT AFFILIATED FUND V. MERCK & CO.,
NO. 14-CV-2027-SRC-CLW (S.D.N.Y.); NUVEEN
DIVIDEND VALUE FUND (F/K/A NUVEEN EQUITY
INCOME FUND), ON ITS OWN BEHALF AND AS
SUCCESSOR IN INTEREST TO NUVEEN LARGE
CAP VALUE FUND (F/K/A FIRST AMERICAN LARGE
CAP VALUE FUND) V. MERCK & CO., NO. 14-CV-
1709-SRC-CLW (S.D.N.Y.)**

Lieff Cabraser represented certain Nuveen, Lord Abbett, and Janus funds, and two Honeywell International trusts in these individual actions against Merck & Co., Inc. ("Merck") and certain of its senior officers and directors for misrepresenting the cardiovascular safety profile and commercial viability of Merck's purported "blockbuster" drug, Vioxx. The actions charged defendants with violations of the Exchange Act. The action settled on confidential terms.



NORMAND, ET AL. V. BANK OF NEW YORK MELLON CORP., NO. 1:16-CV-00212-LAK-JLC (S.D.N.Y.)

Lieff Cabraser, together with co-counsel, represented a proposed class of holders of American Depositary Receipts (“ADRs”)

(negotiable U.S. securities representing ownership of publicly traded shares in a non-U.S. corporation), for which BNY Mellon served as the depository bank. Plaintiffs alleged that under the contractual agreements underlying the ADRs, BNY Mellon was responsible for “promptly” converting cash distributions (such as dividends) received for ADRs into U.S. dollars for the benefit of ADR holders, and was required to act without bad faith. Plaintiffs alleged that, instead, when doing the ADR cash conversions, BNY Mellon used the range of exchange rates available during the trading session in a manner that was unfavorable for ADR holders, and in doing so, improperly skimmed profits from distributions owed and payable to the class. In 2019, the court granted final approval to a \$72.5 million settlement of the action.



IN RE BANK OF NEW YORK MELLON CORP. FOREIGN EXCHANGE TRANSACTIONS LITIGATION, MDL 2335 (S.D.N.Y.)

Lieff Cabraser served as Co-Lead Class Counsel for a proposed nationwide class of institutional custodial customers of The Bank of New York Mellon Corporation (“BNY Mellon”). The litigation stemmed from alleged deceptive overcharges imposed by BNY Mellon on foreign currency exchanges (FX) that were done in connection with custodial customers’ purchases or sales of foreign securities. Plaintiffs alleged that for more than a decade, BNY Mellon consistently charged its custodial customers hidden and excessive mark-ups on exchange rates for FX trades done pursuant to “standing instructions,” using “range of the day” pricing, rather than the rates readily available when the trades were actually executed.

In addition to serving as Co-Lead Counsel for a nationwide class of affected custodial customers, which included public pension funds, ERISA funds, and other public and private institutions, Lieff Cabraser was one of three firms on Plaintiffs’ Executive Committee, tasked with managing all activities on the plaintiffs’ side in the multidistrict consolidated litigation. Prior to the cases being transferred and consolidated in the Southern District of New York, Lieff Cabraser defeated, in its entirety, BNY Mellon’s motion to dismiss claims brought on behalf of ERISA and other funds under California’s and New York’s consumer protection laws.

The firm’s clients and class representatives in the consolidated litigation included the Ohio Police & Fire Pension Fund, the School Employees Retirement System of Ohio, and the International Union of Operating Engineers, Stationary Engineers Local 39 Pension Trust Fund.

In March 2015, a global resolution of the private and governmental enforcement actions against BNY Mellon was announced, in which \$504 million would be paid back to BNY Mellon customers (\$335 million of which was directly attributable to the class litigation).

On September 24, 2015, U.S. District Court Judge Lewis A. Kaplan granted final approval to the settlement.

Commenting on the work of plaintiffs’ counsel, Judge Kaplan stated,

“This really was an extraordinary case in which plaintiff’s counsel performed, at no small risk, an extraordinary service. They did a wonderful job in this case, and I’ve seen a lot of wonderful lawyers over the years. This was a great performance. They were fought tooth and nail at every step of the road. It undoubtedly vastly expanded the costs of the case, but it’s an adversary system, and sometimes you meet adversaries who are heavily armed and well financed, and if you’re going to win, you have to fight them and it costs money. This was an outrageous wrong committed by the Bank of New York Mellon, and plaintiffs’ counsel deserve a world of credit for taking it on, for running the risk, for financing it and doing a great job.”



THE REGENTS OF THE UNIVERSITY OF CALIFORNIA V. AMERICAN INTERNATIONAL GROUP, NO. 1:14-CV-01270-LTS-DCF (S.D.N.Y.)

Lieff Cabraser represented The Regents of the University of California in this individual action against American International Group, Inc. ("AIG") and certain of its officers and directors for misrepresenting and omitting material information about AIG's financial condition and the extent of its exposure to the subprime mortgage market. The complaint charged defendants with violations of the Exchange Act, as well as common law fraud and unjust enrichment. The litigation settled in 2015.

JANUS OVERSEAS FUND, ET AL. V. PETRÓLEO BRASILEIRO S.A. - PETROBRAS, ET AL., NO. 1:15-CV-10086-JSR (S.D.N.Y.); DODGE & COX GLOBAL STOCK FUND, ET AL. V. PETRÓLEO BRASILEIRO S.A. - PETROBRAS, ET AL., NO. 1:15-CV-10111-JSR (S.D.N.Y.)

Lieff Cabraser represented certain Janus and Dodge & Cox funds and investment managers in individual actions against Petróleo Brasileiro S.A. – Petrobras, related Petrobras entities, and certain of Petrobras's senior officers and directors, for misrepresenting and failing to disclose a pervasive and long-running scheme of bribery and corruption at Petrobras. As a result of the misconduct, Petrobras overstated the value of its assets by billions of dollars and materially misstated its financial results during the relevant period. The actions charged defendants with violations of the Securities Act of 1933 (the "Securities Act") and/or the Securities Exchange Act of 1934 ("Exchange Act"). The action settled on confidential terms favorable to plaintiffs.



IN RE DIAMOND FOODS, INC., SECURITIES LITIGATION, NO. 11-CV-05386-WHA (N.D. CAL.)

Lieff Cabraser served as local counsel for Lead Plaintiff Public Employees'

Retirement System of Mississippi ("MissPERS") and the class of investors it represented in this securities class action lawsuit arising under the PSLRA. The complaint charged Diamond Foods and certain senior executives of the company with violations of the Exchange Act for knowingly understating the cost of walnuts Diamond Foods purchased in order to inflate the price of Diamond Foods' common stock. In January 2014, the Court granted final approval of a settlement of the action requiring Diamond Foods to pay \$11 million in cash and issue 4.45 million common shares worth \$116.3 million on the date of final approval based on the stock's closing price on that date.



IN RE A-POWER ENERGY GENERATION SYSTEMS, LTD. SECURITIES LITIGATION, NO. 2:11-ML-2302-GW- (CWX) (C.D. CAL.)

Lieff Cabraser served as Lead Counsel for Lead Plaintiff in this securities class action that charged defendants with materially misrepresenting A-Power Energy Generation Systems, Ltd.'s financial results and business prospects in violation of the antifraud provisions of the Securities Exchange Act of 1934. The Court approved a \$3.675 million settlement in August 2013.

BIOTECHNOLOGY VALUE FUND, L.P. V. CELERA CORP., 3:13-CV-03248-WHA (N.D. CAL.)

Lieff Cabraser represented a group of affiliated funds investing in biotechnology companies in this individual action arising from misconduct in connection with Quest Diagnostics Inc.'s 2011 acquisition of Celera Corporation. Celera, Celera's individual directors, and Credit Suisse were charged with violations of Sections 14(e) and 20(a) of the Exchange Act and breach of fiduciary duty. In February 2014, the Court denied in large part defendants' motion to dismiss the second amended complaint. In September 2014, the plaintiffs settled with Credit Suisse for a confidential amount. After the completion of fact and expert discovery, and prior to a ruling on defendants' motion for summary judgment, the plaintiffs settled with the Celera defendants in January 2015 for a confidential amount.

BLACKROCK GLOBAL ALLOCATION FUND V. TYCO INTERNATIONAL LTD., ET AL., NO. 2:08-CV-519 (D. N.J.); NUVEEN BALANCED MUNICIPAL AND STOCK FUND V. TYCO INTERNATIONAL LTD., ET AL., NO. 2:08-CV-518 (D. N.J.)

Lieff Cabraser represented multiple funds of the investment firms BlackRock Inc. and Nuveen Asset Management in separate, direct securities fraud actions against Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd, Covidien (U.S.), L. Dennis Kozlowski, Mark H. Swartz, and Frank E. Walsh, Jr. Plaintiffs alleged that defendants engaged in a massive criminal enterprise that combined the theft of corporate assets with fraudulent accounting entries that concealed Tyco's financial condition from investors. As a result, plaintiffs purchased Tyco common stock and other Tyco securities at artificially inflated prices and suffered losses upon disclosures revealing Tyco's true financial condition and defendants' misconduct. In 2009, the parties settled the claims against the corporate defendants (Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd., and Covidien (U.S.)). The litigation concluded in 2010. The total settlement proceeds paid by all defendants were in excess of \$57 million.



BANK OF AMERICA-MERRILL LYNCH MERGER SECURITIES CASES

In two cases—*DiNapoli, et al. v. Bank of America Corp.*, No. 10 CV 5563 (S.D.N.Y.) and *Schwab S&P 500 Index Fund, et al. v. Bank of America Corp.*, et al., No. 11-cv-07779 PKC (S.D.N.Y.), Lieff Cabraser sought recovery on a direct, non-class basis for losses that a number of public pension funds and mutual funds incurred as a result of Bank of America's alleged misrepresentations and concealment of material facts in connection with its acquisition of Merrill Lynch & Co., Inc. Lieff Cabraser represented the New York State Common Retirement Fund, the New York State Teachers' Retirement System, the Public Employees' Retirement Association of Colorado, and fourteen mutual funds managed by Charles Schwab Investment Management. Both cases settled in 2013 on confidential terms favorable for our clients.



SCHWAB SHORT-TERM BOND MARKET FUND, ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6409 (S.D.N.Y.); CHARLES SCHWAB BANK, N.A., ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV

6411 (S.D.N.Y.); SCHWAB MONEY MARKET FUND, ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 11 CV 6412 (S.D.N.Y.); THE CHARLES SCHWAB CORP., ET AL. V. BANK OF AMERICA CORP., ET AL., NO. 13 CV 7005 (S.D.N.Y.); AND BAY AREA TOLL AUTHORITY V. BANK OF AMERICA CORP., ET AL., NO. 14 CV 3094 (S.D.N.Y.).

Lieff Cabraser served as counsel for The Charles Schwab Corporation, its affiliates Charles Schwab Bank, N.A., and Charles Schwab & Co., Inc., and several series of The Charles Schwab Family of Funds, Schwab Investments, and Charles Schwab Worldwide Funds plc (collectively, "Schwab"), as well as the Bay Area Toll Authority ("BATA"), in individual lawsuits against Bank of America Corporation, Credit Suisse Group AG, JPMorgan Chase & Co., Citigroup Inc., and other defendants for allegedly manipulating the London Interbank Offered Rate ("LIBOR").

The complaints alleged that beginning in 2007, the defendants conspired to understate their true costs of borrowing, causing the calculation of LIBOR to be set artificially low. As a result, Schwab and BATA received less than their rightful rates of return on their LIBOR-based investments. The complaints asserted claims under federal and state antitrust laws as well as other statutory and common law claims. The actions were transferred to the Southern District of New York as part of coordinated multidistrict proceedings. As a result of numerous rulings by the district court and the Second Circuit Court of Appeals, certain of Schwab's and BATA's claims were upheld at the pleading stage and others were dismissed. After reaching favorable settlements with a number of the defendants, in 2024 Schwab and BATA settled or otherwise dismissed their remaining claims.

IN RE AXA ROSENBERG INVESTOR LITIGATION, NO. CV 11-00536 JSW (N.D. CAL)

Lieff Cabraser served as Co-Lead Counsel for a class of institutional investors, ERISA-covered plans, and other investors in quantitative funds managed by AXA Rosenberg Group, LLC and its affiliates ("AXA"). Plaintiffs

alleged that AXA breached its fiduciary duties and violated ERISA by failing to discover a material computer error that existed in its system for years, and then failing to remedy it for months after its eventual discovery in 2009. By the time AXA disclosed the error in 2010, investors had suffered losses and paid substantial investment management fees to AXA. After briefing motions to dismiss and working with experts to analyze data obtained from AXA relating to the impact of the error, Lieff Cabraser reached a \$65 million settlement with AXA that the Court approved in April 2012.

IN RE BROADCOM CORPORATION DERIVATIVE LITIGATION, NO. CV 06-3252-R (C.D. CAL.)

Lieff Cabraser served as Lead Counsel in a shareholders derivative action arising out of stock options backdating in Broadcom securities. The complaint alleged that defendants intentionally manipulated their stock option grant dates between 1998 and 2003 at the expense of Broadcom and Broadcom shareholders. By making it seem as if stock option grants occurred on dates when Broadcom stock was trading at a comparatively low per share price, stock option grant recipients were able to exercise their stock option grants at exercise prices that were lower than the fair market value of Broadcom stock on the day the options were actually granted. In December 2009, U.S. District Judge Manuel L. Real granted final approval to a partial settlement in which Broadcom Corporation's insurance carriers paid \$118 million to Broadcom. The settlement released certain individual director and officer defendants covered by Broadcom's directors' and officers' policy.



Plaintiffs' counsel continued to pursue claims against William J. Ruehle, Broadcom's former Chief Financial Officer, Henry T. Nicholas, III, Broadcom's co-founder and former Chief Executive Officer, and Henry Samueli, Broadcom's co-founder and former Chief Technology Officer. In May 2011, the Court approved a settlement with these defendants. The settlement provided substantial consideration to Broadcom, consisting of the receipt of cash and cancelled options from Dr. Nicholas and Dr. Samueli totaling \$53 million in value, plus the release of a claim by Mr. Ruehle, which sought damages in excess of \$26 million.

Coupled with the earlier \$118 million partial settlement, the total recovery in the derivative action was \$197 million, which at the time constituted the third-largest settlement ever in a derivative action involving stock options backdating.



IN RE CABLEVISION SYSTEMS CORP. SHAREHOLDER DERIVATIVE LITIGATION, NO. 06-CV-4130-DGT-AKT (E.D.N.Y.)

Lieff Cabraser served as Co-Lead Counsel in a shareholders' derivative action against the board of directors and numerous officers of Cablevision. The suit alleged that defendants intentionally manipulated stock option grant dates to Cablevision employees between 1997 and 2002 in order to enrich certain officer and director defendants at the expense of Cablevision and Cablevision shareholders. According to the complaint, Defendants made it appear as if stock options were granted earlier than they actually were in order to maximize the value of the grants. In September 2008, the Court granted final approval to a \$34.4 million settlement of the action. Over \$24 million of the settlement was contributed directly by individual defendants who either received backdated options or participated in the backdating activity.

IN RE NATIONAL CENTURY FINANCIAL ENTERPRISES, INC. INVESTMENT LITIGATION, MDL NO. 1565 (S.D. OHIO)

Lieff Cabraser served as outside counsel for the New York City Employees' Retirement System, Teachers' Retirement System for the City of New York, New York City Police Pension Fund, and New York City Fire Department Pension Fund in this multidistrict litigation arising from fraud in connection with NCFE's issuance of notes backed by healthcare receivables. The New York City Pension Funds recovered more than 70% of their \$89 million in losses, primarily through settlements achieved in the federal litigation and another NCFE-matter brought on their behalf by Lieff Cabraser.



IN RE QWEST COMMUNICATIONS INTERNATIONAL SECURITIES AND “ERISA” LITIGATION (NO. II), NO. 06-CV-17880-REB-PAC (MDL NO. 1788) (D. COLO.)

Lieff Cabraser represented the New York State Common Retirement Fund, Fire and Police Pension Association of Colorado, Denver Employees' Retirement Plan, San Francisco Employees' Retirement System, and over thirty BlackRock managed mutual funds in individual securities fraud actions (“opt out” cases) against Qwest Communications International, Inc., Philip F. Anschutz, former co-chairman of the Qwest board of directors, and other senior executives at Qwest. In each action, the plaintiffs charged defendants with massively overstating Qwest's publicly-reported growth, revenues, earnings, and earnings per share from 1999 through 2002. The cases were filed in the wake of a \$400 million settlement of a securities fraud class action against Qwest that was announced in early 2006. The cases brought by Lieff Cabraser's clients settled in October 2007 for recoveries totaling more than \$85 million, or more than 13 times what the clients would have received had they remained in the class.

MERRILL LYNCH FUNDAMENTAL GROWTH FUND AND MERRILL LYNCH GLOBAL VALUE FUND V. MCKESSON HBOC, NO. 02-405792 (CAL. SUPR. CT.)

Lieff Cabraser served as counsel for two Merrill Lynch sponsored mutual funds in a private lawsuit alleging that a massive accounting fraud occurred at HBOC & Company before and following its 1999 acquisition by McKesson Corporation. The funds charged that defendants, including the former CFO of McKesson HBOC, the name McKesson adopted after acquiring HBOC, artificially inflated the price of securities in McKesson HBOC, through misrepresentations and omissions concerning the financial condition of HBOC, resulting in approximately \$135 million in losses for plaintiffs.

In a significant discovery ruling in 2004, the California Court of Appeal held that defendants waived the attorney-client and work product privileges in regard to an audit committee report and interview memoranda prepared

in anticipation of shareholder lawsuits by disclosing the information to the U.S. Attorney and *SEC. McKesson HBOC, Inc. v. Supr. Court*, 115 Cal. App. 4th 1229 (2004). Lieff Cabraser's clients recovered approximately \$145 million, representing nearly 104% of damages suffered by the funds. This amount was approximately \$115-120 million more than the Merrill Lynch funds would have recovered had they participated in the federal class action settlement.

IN RE NETWORK ASSOCIATES, INC. SECURITIES LITIGATION, NO. C-99-1729-WHA (N.D. CAL.)

Following a competitive bidding process, the Court appointed Lieff Cabraser as Lead Counsel for the Lead Plaintiff and the class of investors. The complaint alleged that Network Associates improperly accounted for acquisitions in order to inflate its stock price. In May 2001, the Court granted approval to a \$30 million settlement.

In reviewing the Network Associates settlement, U.S. District Court Judge William H. Alsup observed, “[T]he class was well served at a good price by excellent counsel . . . We have class counsel who's one of the foremost law firms in the country in both securities law and class actions. And they have a very excellent reputation for the conduct of these kinds of cases . . .”



IN RE MEDIA VISION TECHNOLOGY SECURITIES LITIGATION, NO. CV-94-1015 (N.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel in a class action lawsuit which alleged that certain Media Vision's officers, outside directors, accountants and underwriters engaged in a fraudulent scheme to inflate the company's earnings and issued false and misleading public statements about the company's finances, earnings and profits. By 1998, the Court had approved several partial settlements with many of Media Vision's officers and directors, accountants and underwriters which totaled \$31 million and which were distributed to eligible class members. The evidence that Lieff Cabraser developed in the civil case led prosecutors to commence an investigation and ultimately file criminal charges against Media Vision's former Chief Executive Officer and Chief Financial Officer.

The civil action against Media Vision's CEO and CFO was stayed pending the criminal proceedings against them. In the criminal proceedings, the CEO pled guilty on several counts, and the CFO was convicted at trial. In October 2003, the Court granted Plaintiffs' motions for summary judgment and entered a judgment in favor of the class against the two defendants in the amount of \$188 million.

IN RE FPI/AGRETECH SECURITIES LITIGATION, MDL NO. 763 (D. HAW., REAL, J.)

Lieff Cabraser served as Lead Class Counsel for investors defrauded in a "Ponzi-like" limited partnership investment scheme. The Court approved \$15 million in partial, pretrial settlements. At trial, the jury returned a \$24 million verdict, which included \$10 million in punitive damages, against non-settling defendant Arthur Young & Co. for its knowing complicity and active and substantial assistance in the marketing and sale of the worthless limited partnership offerings. The Appellate Court affirmed the compensatory damages award and remanded the case for a retrial on punitive damages. In 1994, the Court approved a \$17 million settlement with Ernst & Young, the successor to Arthur Young & Co.



IN RE CALIFORNIA MICRO DEVICES SECURITIES LITIGATION, NO. C-94-2817-VRW (N.D. CAL.)

Lieff Cabraser served as Liaison Counsel for the Colorado Public Employees' Retirement Association and the California State Teachers' Retirement System, and the class they represented. Prior to 2001, the Court approved \$19 million in settlements. In May 2001, the Court approved an additional settlement of \$12 million, which, combined with the earlier settlements, provided class members an almost complete return on their losses. The settlement with the company included multi-million dollar contributions by the former Chairman of the Board and Chief Executive Officer.

Commenting in 2001 on Lieff Cabraser's work in Cal Micro Devices, U.S. District Court Judge Vaughn R. Walker stated, "It is highly unusual for a class action in the securities area to recover anywhere close to the

percentage of loss that has been recovered here, and counsel and the lead plaintiffs have done an admirable job in bringing about this most satisfactory conclusion of the litigation." One year later, in a related proceeding and in response to the statement that the class had received nearly a 100% recovery, Judge Walker observed, "That's pretty remarkable. In these cases, 25 cents on the dollar is considered to be a magnificent recovery, and this is [almost] a hundred percent."



ALASKA STATE DEPARTMENT OF REVENUE V. AMERICA ONLINE, NO. 1JU-04-503 (ALASKA SUPR. CT.)

In December 2006, a \$50 million settlement was reached in a securities fraud action brought by the Alaska State Department of Revenue, Alaska State Pension Investment Board and Alaska Permanent Fund Corporation against defendants America Online, Inc., Time Warner Inc., Historic TW Inc. When the action was filed, the Alaska Attorney General estimated total losses at \$70 million. The recovery on behalf of Alaska was approximately 50 times what the state would have received as a member of the class in the federal securities class action settlement. The lawsuit, filed in 2004 in Alaska State Court, alleged that defendants misrepresented advertising revenues and growth of AOL and AOLTW along with the number of AOL subscribers, which artificially inflated the stock price of AOL and AOLTW to the detriment of Alaska State funds.

The Alaska Department of Law retained Lieff Cabraser to lead the litigation efforts under its direction. "We appreciate the diligence and expertise of our counsel in achieving an outstanding resolution of the case," said Mark Morones, spokesperson for the Department of Law, following announcement of the settlement.

ALBERT V. ALEX. BROWN MANAGEMENT SERVICES; BAKER V. ALEX. BROWN MANAGEMENT SERVICES (DEL. CH. CT.)

In May 2004, on behalf of investors in two investment funds controlled, managed and operated by Deutsche Bank and advised by DC Investment Partners, Lieff Cabraser filed lawsuits for alleged fraudulent conduct that resulted in an

aggregate loss of hundreds of millions of dollars. The suits named as defendants Deutsche Bank and its subsidiaries Alex. Brown Management Services and Deutsche Bank Securities, members of the funds' management committee, as well as DC Investments Partners and two of its



principals. Among the plaintiff-investors were 70 high net worth individuals. In the fall of 2006, the cases settled by confidential agreement.

INFORMIX/ILLUSTRA SECURITIES LITIGATION, NO. C-97-1289-CRB (N.D. CAL.)

Lieff Cabraser represented Richard H. Williams, the former Chief Executive Officer and President of Illustra Information Technologies, Inc., and a class of Illustra shareholders in a class action suit on behalf of all former Illustra securities holders who tendered their Illustra preferred or common stock, stock warrants or stock options in exchange for securities of Informix Corporation in connection with Informix's 1996 purchase of Illustra. Pursuant to that acquisition, Illustra stockholders received Informix securities representing approximately 10% of the value of the combined company. The complaint alleged claims for common law fraud and violations of Federal securities law arising out of the acquisition. In October 1999, U.S. District Judge Charles E. Breyer approved a global settlement of the litigation for \$136 million, constituting one of the largest settlements ever involving a high technology company alleged to have committed securities fraud. Our clients, the Illustra shareholders, received approximately 30% of the net settlement fund.

NGUYEN V. FUNDAMERICA, NO. C-90-2090 MHP (N.D. CAL., PATEL, J.), 1990 FED. SEC. L. REP. (CCH) ¶ 95,497, 95,498 (N.D. CAL. 1990)

Lieff Cabraser served as Plaintiffs' Class Counsel in this securities/RICO/tort action seeking an injunction against alleged unfair "pyramid" marketing practices and compensation to participants. The District Court certified a nationwide class for injunctive relief and damages on a mandatory basis and enjoined fraudulent overseas transfers of assets. The Bankruptcy Court permitted class

proof of claims. Lieff Cabraser obtained dual District Court and Bankruptcy Court approval of settlements distributing over \$13 million in FundAmerica assets to class members.

IN RE FIRST CAPITAL HOLDINGS CORP. FINANCIAL PRODUCTS SECURITIES LITIGATION, MDL NO. 901 (C.D. CAL.)

Lieff Cabraser served as Co-Lead Counsel in a class action brought to recover damages sustained by policyholders of First Capital Life Insurance Company and Fidelity Bankers Life Insurance Company policyholders resulting from the insurance companies' allegedly fraudulent or reckless investment and financial practices, and the manipulation of the companies' financial statements. This policyholder settlement generated over \$1 billion in restored life insurance policies. The settlement was approved by both federal and state courts in parallel proceedings and then affirmed by the Ninth Circuit on appeal.



KOFUKU BANK AND NAMIHAYA BANK V. REPUBLIC NEW YORK SECURITIES CORP., NO. 00 CIV 3298 (S.D.N.Y.); AND KITA HYOGO SHINYO-KUMIAI V. REPUBLIC NEW YORK SECURITIES CORP., NO. 00 CIV 4114 (S.D.N.Y.)

Lieff Cabraser represented Kofuku Bank, Namihaya Bank and Kita Hyogo Shinyo-Kumiai (a credit union) in individual lawsuits against, among others, Martin A. Armstrong and HSBC, Inc., the successor-in-interest to Republic New York Corporation, Republic New York Bank and Republic New York Securities Corporation, for alleged violations of federal securities and racketeering laws.

Through a group of interconnected companies owned and controlled by Armstrong—the Princeton Companies—Armstrong and the Republic Companies promoted and sold promissory notes, known as the "Princeton Notes," to more than eighty of the largest companies and financial institutions in Japan. Lieff Cabraser's lawsuits, as well as the lawsuits of dozens of other Princeton Note investors, alleged that the Princeton and Republic Companies made fraudulent misrepresentations and non-disclosures in connection with the promotion and sale of Princeton Notes,

and that investors' monies were commingled and misused to the benefit of Armstrong, the Princeton Companies and the Republic Companies.

In December 2001, the claims of our clients and those of the other Princeton Note investors were settled. As part of the settlement, our clients recovered more than \$50 million, which represented 100% of the value of their principal investments, less money they received in interest or other payments.



***IN RE SCORPION TECHNOLOGIES SECURITIES LITIGATION I*, NO. C-93-20333-EAI (N.D. CAL.); *DIETRICH V. BAUER*, NO. C-95-7051-RWS (S.D.N.Y.); *CLAGHORN V. EDSACO*, NO. 98-3039-SI (N.D. CAL.)**

Lieff Cabraser served as Lead Counsel in class action suits arising out of an alleged fraudulent scheme by Scorpion Technologies, Inc., certain of its officers, accountants, underwriters and business affiliates to inflate the company's earnings through reporting fictitious sales.

In *Scorpion I*, the Court found plaintiffs had presented sufficient evidence of liability under Federal securities acts against the accounting firm Grant Thornton for the case to proceed to trial. *In re Scorpion Techs.*, 1996 U.S. Dist. LEXIS 22294 (N.D. Cal. Mar. 27, 1996). In 1988, the Court approved a \$5.5 million settlement with Grant Thornton. In 2000, the Court approved a \$950,000 settlement with Credit Suisse First Boston Corporation.

In April 2002, a federal jury in San Francisco, California returned a \$170.7 million verdict against Edsaco Ltd. The jury found that Edsaco aided Scorpion in setting up phony European companies as part of a scheme in which Scorpion reported fictitious sales of its software to these companies, thereby inflating its earnings. Included in the jury verdict, one of the largest verdicts in the U.S. in 2002, was \$165 million in punitive damages. Richard M. Heimann conducted the trial for plaintiffs.

On June 14, 2002, U.S. District Court Judge Susan Illston commented on Lieff Cabraser's representation: "[C]ounsel for the plaintiffs did a very good job in a very tough situation of achieving an excellent recovery for the class

here. You were opposed by extremely capable lawyers. It was an uphill battle. There were some complicated questions, and then there was the tricky issue of actually collecting anything in the end. I think based on the efforts that were made here that it was an excellent result for the class. . . [T]he recovery that was achieved for the class in this second trial is remarkable, almost a hundred percent."

***ALLOCCO V. GARDNER*, NO. GIC 806450 (CAL. SUPR. CT.)**

Lieff Cabraser represented Lawrence L. Garlick, the co-founder and former Chief Executive Officer of Remedy Corporation, and 24 other former senior executives and directors of Remedy Corporation in a private (non-class) securities fraud lawsuit against Stephen P. Gardner, the former Chief Executive Officer of Peregrine Systems, Inc., John J. Moores, Peregrine's former Chairman of the Board, Matthew C. Gless, Peregrine's former Chief Financial Officer, Peregrine's accounting firm Arthur Andersen, and certain entities that entered into fraudulent transactions with Peregrine.

The lawsuit, filed in California state court, arose out of Peregrine's August 2001 acquisition of Remedy. Plaintiffs charged that they were induced to exchange their Remedy stock for Peregrine stock on the basis of false and misleading representations made by defendants. Within months of the Remedy acquisition, Peregrine began to reveal to the public that it had grossly overstated its revenue during the years 2000-2002, and eventually restated more than \$500 million in revenues.

After successfully defeating demurrers brought by defendants, including third parties who were customers of Peregrine who aided and abetted Peregrine's accounting fraud under California common law, plaintiffs reached a series of settlements. The settling defendants included Arthur Andersen, all of the director defendants, three officer defendants and the third party customer defendants KPMG, British Telecom, Fujitsu, Software Spectrum and Bindview. The total amount received in settlements was approximately \$45 million.



SURVIVOR RIGHTS & ADVOCACY

Lieff Cabraser has brought successful lawsuits on behalf of minor victims of sexual abuse, including against schools, hospitals/doctors and behavioral health facilities. Lieff Cabraser was one of the principal architects of the historic \$215 million settlement reached in 2020 on behalf of a class of approximately 18,000 female students who were sexually assaulted at the University of Southern California by Dr. George Tyndall, and continues to advance litigation across the U.S. on behalf of victims of sexual assault and predatory conduct, including in Michigan against the University of Michigan and its Regents for allowing and enabling a University physician, Dr. Robert E. Anderson, to sexually abuse students while employed by the University for more than 30 years (1968-2003); against Devereux behavioral health facilities; against the Branson private school in Marin County; and against airlines including Frontier for sexual assaults against passengers occurring on commercial flights across the U.S.

Representative Current Cases



HILLSDALE CAMPUS SEXUAL ASSAULT LITIGATION

Lieff Cabraser represents two individuals and a putative class of current and former female students of Hillsdale College, a private university in Western

Michigan that prides itself on its conservative Christian values. The complaint alleges that female students at Hillsdale face a heightened risk of sexual assault, and that when students come forward to report such incidents—as the named plaintiffs did—Hillsdale fails to properly respond. Plaintiffs' claims include traditional torts, violations of state civil rights and consumer protection laws, and violations of Title IX. For the Title IX claim, Plaintiffs argue that Hillsdale's tax-exempt status as 501(c)(3) operates as a subsidy, subjecting it to the statute's obligations regarding sex discrimination and sexual assault in schools.

DEVEREUX ADVANCED BEHAVIORAL HEALTH STAFF SEXUAL ABUSES

Lieff Cabraser represents six individuals and a putative class of thousands of other children across the U.S. in a federal class action sexual abuse lawsuit in Pennsylvania against Devereux Foundation (a/k/a Devereux Advanced Behavioral Health) and QualityHealth Staffing, LLC. The complaint details multiple alleged violations of state and federal law, including assault; battery; failure to report child abuse; creation of a sexually hostile culture/heightened risk of sexual harassment; deliberate indifference to prior sexual harassment; negligence and failure to provide safe environment with adequate protection,

supervision, and care; negligent hiring of unsuitable personnel; negligent retention of unsuitable personnel; negligent supervision; gross negligence; and negligent misrepresentation. One of the largest behavioral health organizations in the country, Devereux has more than 7,500 staff members across 13 states.

The complaint includes allegations of the rape and sexual abuse of inpatient clients as well as abuses committed by fellow inpatients that were ignored and/or suppressed by Devereux staff and management. Some patients who raised such allegations claim they were not only disregarded but punished for initiating complaints, including the withholding of food, physical restraint, isolation, and even physical abuse.



SEX TRAFFICKING OF MINORS VIA SOCIAL MEDIA

Lieff Cabraser is investigating reports of sex trafficking and sexual exploitation occurring on social media platforms across the country, including on Twitter, TikTok, Instagram,

Snapchat, WhatsApp, OnlyFans, Facebook, Backpage, and Craigslist. The firm represents a client who was trafficked through advertisements on Craigslist as a minor teenager. The case, *J.B. v. craigslist, Inc.*, 4:19-cv-07848-HSG, is now pending in the Ninth Circuit on the issue of whether an internet company can be held responsible for benefitting from sex trafficking it knew or should have known was ongoing on its platform.

HOTCHKISS SCHOOL SEXUAL ABUSE LAWSUITS

We represent former students in a sexual abuse class action lawsuit against The Hotchkiss School, a college

preparatory school in Lakeville, Connecticut. The suit alleges that, during their time Hotchkiss, the former students were subjected to grooming, inappropriate touching, assault, and rape by English teacher and athletic trainer Roy Smith, who was known to the School as a pedophile who had abused numerous other male students at the School.

The suit seeks to certify the issues of Hotchkiss's duty to its students, and its breach of that duty, on a classwide basis, so others coming forward will not have to prove those elements again from scratch each time. This will make it easier for other Smith victims to hold Hotchkiss accountable for what it allowed to happen to them at Smith's hands.

Lieff Cabraser has been successful in prior litigation against Hotchkiss concerning Roy Smith. On March 8, 2019, U.S. District Judge Victor Bolden (D. Conn.) ruled that a former student's sexual abuse lawsuit against Hotchkiss could move forward to trial on counts of breach of fiduciary duty, recklessness, negligence, and negligent infliction of emotional distress. That case subsequently resolved. And on July 8, 2019, the same Court ruled that another former student's sexual abuse lawsuit against Hotchkiss concerning Smith could proceed past the pleading stage; that case also subsequently resolved. A third case resolved pre-litigation.



SACRED HEART SCHOOLS SEXUAL ABUSE CLAIMS

Lieff Cabraser represents survivors of alleged sexual abuse at the elite Sacred Heart schools in Atherton and San Francisco, California, involving sexual abuse of children and teens by teachers and volunteers. Sacred Heart Atherton is now the subject of an independent investigation by a third-party firm that is investigating alleged sexual misconduct going back to at least the 1990s against students. Lieff Cabraser is working with students and their families to bring accountability and change to this important institution.

THACHER SCHOOL OJAI CALIFORNIA STUDENT SEXUAL ABUSE

Lieff Cabraser represents two victims of sexual abuse at Ojai's elite Thacher School after shocking revelations of a 91-page report compiled by an outside firm following a months-long investigation into allegations of sexual abuse, molestation, harassment, groping, and rape of

teenage students at the Thacher School over the last forty years. The report includes details about a 16-year-old student who was repeatedly raped by her English teacher at Thacher, and further notes that the former head of the school, who died in 2014, faced accusations of inappropriate touching and making improper comments.



UNIVERSITY OF SAN FRANCISCO AND NCAA STUDENT-ATHLETE ABUSE

In June of 2022, nine former USF baseball players joined the class action lawsuit filed in March 2022 against their two (now former) baseball coaches, USF, and the NCAA.

Lieff Cabraser and co-counsel represent the plaintiff players who allege that USF coaches Anthony Giarratano and Troy Nakamura created an intolerable sexualized environment on the team over the course of 22 years, that USF knew about their misconduct and did nothing to stop it, and that the NCAA has inadequate policies in place to protect student-athletes from such abuse or prevent coaches from moving on to another member institution with impunity. The amended complaint includes the claims brought by the original three plaintiffs, and provides vivid and disturbing details of an environment rife with emotional abuse and highly sexualized behavior, with the earliest allegations dating back to 1999—Giarratano's first year as coach. The original complaint was filed on March 11, 2022, in the U.S. District Court for the Northern District of California, San Francisco Division. Since the filing, Giarratano and Nakamura have been fired, and USF athletic director, Joan McDermott, has left her position.

The lawsuit seeks to address the systemic institutional failures at USF that allowed such abuse to continue unabated despite complaints up to and including those made to the Athletic Director and Title IX office, and includes allegations that the NCAA failed to protect the student-athletes from abuse and harassment, and also failed to create and enforce prohibitions of sexual contact between coaches and student-athletes. The complaint also details multiple attempts made by parents and others to demand the Jesuit university step in to protect the student-athletes from ongoing abuse, only to have the school administration repeatedly ignore calls for assistance. In January of 2023, the Court determined that Indiana-based NCAA's ties to California were too threadbare to keep it as a defendant, but held that the case should continue against the University of San Francisco.

SURVIVOR RIGHTS & ADVOCACY

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BRANSON SCHOOL STUDENT SEXUAL ABUSE LAWSUIT

Lieff Cabraser represented an alumna in her lawsuit against the elite Branson School in Marin County. The case followed an independent investigation into Branson that revealed decades of sexual abuse by teachers, administrators, and coaches against female students from the 1970s to 2010s. The report named four men whom investigators concluded had engaged in sexual misconduct with at least 10 girls. The firm's client alleged that in the late 1980s she was subject to sexual abuse by one of the men named in the report, assistant basketball coach Richard Manoogian, and that Branson failed to protect her from this abuse. The case also alleged that the abuse was known to head basketball coach Jonas Honick, a "local legend" who remained in his coaching role until recently. The case resolved in 2022.

On August 3, 2022, U.S. District Judge Victoria A. Roberts issued an Order granting final approval to a settlement of the University of Michigan campus sexual misconduct class action that included the establishment and implementation of landmark policy and procedural reforms at the University.



JOHN DOE V. UNIVERSITY OF MICHIGAN AND THE REGENTS OF THE UNIVERSITY OF MICHIGAN, CASE NO. 2:20-CV-10629 (E.D. MICH.)

Lieff Cabraser served as Plaintiffs' Interim Co-Class Counsel in the sexual abuse litigation against the University of Michigan and Dr. Robert E. Anderson in the U.S. District Court for the Eastern District of Michigan. The lawsuit, brought on behalf of former student-patients, alleged that Anderson abused his position to repeatedly and regularly sexually assault University students in the guise of providing medical care, and that the University of Michigan and its Regents allowed and enabled that abuse during his employment at the University from 1968 through 2003. A University of Michigan press release noted that the sexual abuse allegations against Anderson were said to be "disturbing and very serious," and include claims of unnecessary and intimate exams by a doctor with unrestricted access to male college athletes over a period extending over three decades.

JANE DOE ET AL. V. GEORGE TYNDALL AND THE UNIVERSITY OF SOUTHERN CALIFORNIA, NO. 2:18-CV-05010 (C.D. CAL.)

Lieff Cabraser and co-counsel represented a class of women sexually abused, harassed, and molested by gynecologist George Tyndall, M.D. while they were students at University of Southern California ("USC"). The complaint alleged USC actively and deliberately concealed Tyndall's sexual abuse for years, continuing to grant Tyndall unrestricted sexual access to the female USC students in his care, despite publicly admitting that it had received numerous complaints of Tyndall's sexually abusive behavior dating back to at least the year 2000. In February 2020, plaintiffs secured final approval of a settlement on behalf of nearly 18,000 women requiring USC to adopt and implement significant and permanent procedures for identification, prevention, and reporting of sexual and racial misconduct, as well as recognize all of Tyndall's patients through a \$215 million fund that gives every survivor a choice in how to participate via a tiered claim structure that allows victims to choose the level of engagement they wish to have with the claims process and how they wish to communicate their stories. The settlement was designed to provide victims with a safe process within which to come forward, where they would have complete control over how much they wanted to engage at their chosen level of comfort.

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LIEFF CABRASER IN THE COMMUNITY

Lieff Cabraser proudly supports the goals of civil rights, human rights, increased access to legal services, and initiatives by the legal community to improve civil justice.

Lieff Cabraser has sponsored the Bay Area Minority Law Student Scholarship Program conducted by the Bar Association of San Francisco (BASF). We also support the National Association for Public Interest Law fellowship program. Fellowships made possible by Lieff Cabraser's sponsorship have included work at the East Bay Community Law Center in Oakland, California, the Employment Law Center in San Francisco, California, and the NOW Legal Defense in New York, New York.

HOW TO BE A GOOD ALLY: A STRATEGIC ENGAGEMENT CONFERENCE

In late 2016 San Francisco office managing partner [Kelly Dermody](#) conceived and coordinated the enormously successful SF Bay Area "How to be a Good Ally" Strategic Engagement Conference, attended by 1,200 lawyers. Held at the Bill Graham Civic Auditorium in January 2017, the symposium united scores of California and national non-profit organizations with the legal community in an effort to assist communities in need, including in the areas of hate crimes and Anti-Semitism, government targeting of Muslims, attacks on immigrants and the undocumented, domestic violence and sexual assault, healthcare for people with disabilities and medical vulnerabilities, backlash against the LGBT community, criminalization of communities of color, reproductive rights, worker justice, and saving the environment.

Lieff Cabraser's Additional Community Sponsorships

For over 20 years, Lieff Cabraser has sponsored the radio series "[Perspectives](#)," airing on the public broadcasting station [KQED-FM](#) in the San Francisco Bay Area. The series offers listeners social and political opinion on a broad spectrum of contemporary issues. We remain committed to sponsoring public radio.

In 2007, Lieff Cabraser attorneys assisted in the launching of the Carver HEARTS Project. The project is a partnership among interested community members, George Washington Carver Elementary School in San Francisco, and UCSF's Department of Infant, Child and Adolescent Psychiatry. The project provides a therapist skilled in treating trauma and post-traumatic stress disorder (PTSD) on-site at Carver Elementary School.

In addition to the above-listed organizations, Lieff Cabraser supports the following:

[AIDS Legal Referral Panel](#)
[American Constitution Society](#)
[American Association for Justice](#)
[Anti-Defamation League](#)
[Asian Law Caucus](#)
[Bay Area Lawyers for Individual Freedom](#)
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[Volunteer Legal Services Program](#)
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We have been honored to receive the 2005 AIDS Legal Referral Panel "Firm of the Year" award and the 1998 Navigator of Civil Rights Award presented by the NAACP Legal Defense and Educational Fund.

Firm Acknowledgments

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Lawdragon 500 Leading Litigators: 22
Lawdragon Leading Plaintiff Financial Lawyers: 24
Lawdragon Leading Plaintiff Consumer Lawyers: 28
Global Plaintiff Lawyers: 14
Leading Plaintiff Employment & Civil Rights Lawyers: 10
Lawdragon 500X, The Next Generation: 13
Lawdragon 500 Leading Lawyers: 9 (7+2)

National Law Journal

Elite Trial Lawyers 2024: Employee Rights and Anti-Discrimination
50 Leading Plaintiffs Firms in America
Plaintiffs' Hot List Hall of Fame

New York Law Journal

Class Action Litigation Department of the Year

Benchmark

Labor & Employment Litigator of the Year
Tier 1 for Labor & Employment Litigation
Top 20 Firms for Litigation
Top Plaintiffs Firms

Best Lawyers

38 Outstanding Attorney Leaders
Top Tier Listing for Product Liability Law
Ones to Watch (9 lawyers)

The Daily Journal

California Lawyers of the Year: Juul Team (2023, 2024)
Leading Commercial Litigators (2)
Top Women Lawyers in California
Top Plaintiffs Lawyers in California
Top 40 Under 40 in California
Top 100 Lawyers in California
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Law360 Product Liability Practice Group of the Year
Law360 Practice Group of the Year – Product Liability
Law360 Practice Group of the Year – Class Action
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Product Liability Rising Stars
Titans of the Plaintiffs Bar

Nashville Post

In Charge Legal

Juve

20 Leading Lawyers in Cartel Damages Litigation in Germany

Chambers

Tier 1 for Plaintiffs' Litigation
Tier 1 for Products Liability
Tier 1 for General Litigation
Tier 1 for Labor & Employment / Plaintiffs

EXHIBIT C

**Lieff
Cabraser
Heimann &
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Attorneys at Law

Rachel Geman PARTNER

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Working for Employees, Whistleblowers, and Consumers

Rachel Geman, a partner in the New York office, chairs the firm's Whistleblower Law/False Claims Act practice group and combats frauds that harm her clients in their lives and misconduct that threatens the fairness and safety of their workplaces and communities.

Exemplar matters:

- **Employment and Civil Rights:** Appointed Co-Lead Class Counsel in forced labor case vindicating the rights of 200 workers who were Colombian nationals or of Colombian origin (2024); represented a certified class of female employees who secured a \$215 million settlement in the Goldman Sachs Gender litigation (2023); served as Co-Lead Counsel representing the City of Philadelphia in Fair Housing Act litigation against Wells Fargo resulting in the bank's funding city programs for communities affected by lending discrimination and agreeing to other relief (2019); represented employee benefit plans in recovering \$65 million from AXA Rosenberg.
- **Health Care and Whistleblower:** Represented whistleblower in \$8.4 million cybersecurity settlement (2025); Appointed Co-Lead Class Counsel for the medical monitoring class in Valsartan contaminated drug litigation (2023); Lead Counsel for the whistleblower in litigation against AbbVie involving the marketing of Humira securing \$27 million and, in California, programmatic relief (2023); Lead Counsel for the whistleblowers in matter involving fraud in New York's Indigent Care Program against the Door (2022). Rachel cut her teeth on the False Claims Act years ago in helping to recoup \$78.5 million from the University of Phoenix in one of the largest settlements involving fraud on the Department of Education.
- **Technology's Impact:** Currently representing proposed classes of writers in copyright class action litigation against Anthropic, OpenAI, Microsoft, and Meta; appointed Co-Lead Class Counsel in consumer privacy litigation against fintech company Plaid (2022 settlement of \$58 million and robust injunctive relief); appointed Co-Lead Class Counsel in settled VPPA matters against FloSports and Gaia.

Rachel has been recognized by Best Lawyers in the field of Employment Law-Individuals and

was named “Lawyer of the Year” in 2014 and 2019; by Lawdragon as one of “500 Leading Plaintiff Employment & Civil Rights Lawyers in America,” as one of “500 Leading Plaintiff Financial Lawyers in America” and a “500 Leading Litigator in America”; she is a Legal 500 Recommended Lawyer and received Recognition for outstanding service to individuals and families who sought compensation under the September 11th Victim Compensation Fund. Rachel is a CDRC-trained community mediator, and her bar service has included leadership as the employee-side chair of the ABA’s EEO and Workplace and Occupational Safety and Health Law Committees.

Areas of Practice

Consumer Protection, Employment, False Claims Act

Education

Columbia Law School, New York, New York

J.D. - 1997

Honors: Stone Scholar

Honors: Equal Justice America Fellow; Human Rights Fellow

Law Journal: Columbia Journal of Law and Social Problems, Editor

Harvard University, Cambridge, Massachusetts

A.B. (Cum Laude) - 1993

Bar Admissions

New York, 1998

New York State Supreme Court, 1998

U.S. Supreme Court, 2013

U.S. Court Of Appeals, 2nd Circuit, 2015

U.S. Court Of Appeals, 9th Circuit

U.S. District Court, District of Colorado, 2007

U.S. District Court, Eastern District of Michigan, 2005

U.S. District Court, Eastern District of New York, 1999

U.S. District Court, Southern District of New York, 1999

U.S. District Court, Northern District of Ohio, 2019

U.S. District Court, Eastern District of Wisconsin, 2011

Professional Associations and Memberships

American Bar Association, Labor and Employment Law Section, Standing Committee on Equal Employment Opportunity, Member, Past Employee Co-Chair (2009-2011)

Certified Fraud Examiners, New York Chapter, Member

National Employment Lawyers’ Association, New York Chapter, Chair of Amicus Committee (2017-); Past Board Member (2005-2011)

National Employment Lawyers’ Association - National

Public Justice Foundation

Rutter Federal Employment Guide, Contributing Editor (2017 - present)

Taxpayers Against Fraud Education Fund

Seminars and Presentations

Panelist, “Ethics of Mediation: Fact or Fiction?” 18th Annual ABA Section of Labor and Employment Law Conference, November 2024

Panelist, "Class Actions Challenging Employment Discrimination," NELA New York Chapter Spring 2024 Conference, May 2024

Panelist, "Artificial Intelligence and the Future of Civil Litigation," Berkeley Law AI and Evidence Symposium, April 2024

Panelist, "It's a Global Workforce – Employer International Health and Safety Obligations," ABA Workplace and Occupational Safety & Health Mid-Winter Conference, March 2024

Faculty, "Medical Monitoring in Personal Injury, Products Liability, and Medical Device Litigation: Developments and Strategies," Strafford CLE Webinar, June 2023

Panelist, "Gender Based Discrimination & Pay Inequality," 7th Annual Class Action Money & Ethics Conference, May 2023

Panelist, "The Mental Health Crisis and the Workplace," ABA Workplace and Occupational Safety & Health Mid-Winter Conference, March 2023

Panelist, "Shareholder Derivative Actions Challenging Diversity," 16th Annual ABA Labor and Employment Law Conference, November 2022

Speaker, "Data Driven Cases," Taxpayers Against Fraud 22d Annual Conference, October 2022

Moderator, "Artificial Intelligence, Machine Learning, and Bias: Prospects, Pitfalls, and Penalties," 2022 National Conference on Equal Employment Opportunity Law, March 2022

Panelist, "Time to Rethink and Retool: Innovative Strategies for Crafting State-of-the Art Settlement Agreements," ABA Section of Labor & Employment Law, 15th Annual Labor & Employment Law Conference, November 2021

Moderator, "Corporations Are Deponents, My Friend: Taking 30(b)(6) Depositions In Wage & Hour Cases," National Employment Lawyers Association Spring Seminar, March 2021

Moderator, "Discovery In Wage & Hour Cases," National Employment Lawyers Association Virtual Convention, July 2020

Faculty, "Classwide Damage Models in Misleading and False Advertising Consumer Class Actions," Strafford Consumer Class Actions Webinar, May 2020

Faculty, "Current Topics in Employment Discrimination Class Actions," Lawline Webinar, August 2019

Speaker, "Statistics in Employment and FCA Cases," Clearlaw Webinar, January 2018

Speaker, "The Anatomy of a False Claims Act Case & How the FCA Works in a Whistleblower World," Lawline Webinar, October 2017

Speaker, "Litigating Wage & Hour Cases: Challenges & Opportunities," National Employment Lawyers Association Spring Conference, April 2017

Speaker, "Plaintiffs' Perspective in Investigating and Litigating Employment Class Actions," Lawline Webinar, December 2016

Speaker, "Pay Equity in Practice: What Works? Employee-Side Perspectives on Compensation Discrimination," ABA-LEL Conference, November 2016

Speaker, "Bringing Your First – or Next – FHA Case," NCLC Annual Conference, October 2016

Moderator, Government Plenary, ABA EEO Conference, March 2016

Speaker, "Latest Trends and Developments in Qui Tam Lawsuits and the Statute of Limitations," Webinar, January 2016

Speaker and Moderator, "Statistics for Lawyers – Even Those Who Hate Math," National Employment Lawyers Association Annual Convention, June 2015

Speaker, "Gender Pay Disparities: Enforcement, Litigation, and Remedies," New York City Conference on Representing Employees, May 2015

Speaker, "Protecting Pay: Representing Workers With Wage and Hour Claims," National Employment Lawyers Association, April 2015

Speaker and Author, "What Employment Lawyers Need to Know About Non-Employment Class Actions," ABA Section of Labor and Employment Law Conference, November 2014

Moderator, "Dodd-Frank and Sarbanes-Oxley Whistleblower Issues," National Employment Lawyers Association/New York, October 2014

Speaker, "Consumer Class Action Symposium," National Consumer Law Center Consumer Rights

Litigation Conference, November 2013
Panelist, "Who is an Employer Under the FLSA?," National Employment Lawyers Association Conference, 2013
Panelist, "Class Certification Strategies: Dukes in the Rear View Mirror," Impact Fund Class Action Conference, 2013
Panelist, "Fraud and Consumer Protection: Plaintiff and Defense Strategies," Current Issues in Pharmaceutical and Medical Device Litigation, ABA Section of Litigation, 2012
Panelist, "Drafting Class Action Complaints," New York State Bar Association, 2011
Participant and Moderator, "Ask the EEOC: Current Insights on Enforcement and Litigation," ABA Section of Labor and Employment Law, 2011
Moderator, "Hot Topics in Wage and Hour Class and Collective Actions," American Association for Justice Tele-Seminar, 2010
Panelist, "Class Action Considerations: Certification, Settlement, and More," American Conference Institute Advanced Forum, 2009
Panelist, "'Don't I Think I Know You Already?': Excessive Subjective Decision-Making as an Improper Tool for Hiring and Promotion," ABA Labor & Employment Section Annual Meeting, 2008
Panelist, "Rights Without Remedies," American Constitutional Society National Convention, Revitalizing Our Democracy: Progress and Possibilities, 2008
Panelist, "Fair Measure: Toward Effective Attorney Evaluations"
Panelist, "Getting to Know You: Use and Misuse of Selection Devices for Hiring and Promotion," ABA Labor & Employment Section Annual Meeting, 2008
Panelist, "Ethical Issues in Representing Workers in Wage & Hour Actions," Representing Workers in Individuals & Collective Actions under the FLSA, 2007
Panelist, "Evidence and Jury Instructions in FLSA Actions," Georgetown Law Center/ACL-ABA, 2007
Panelist, "Crucial Events in the 'Life' of an FLSA Collective Action: Filing Considerations and the Two-step 'Similarly-Situated' Analysis," National Employment Lawyers Association, Annual Convention, 2006
Panelist, "Electronic Discovery," Federal Judicial Center & Institute of Judicial Administration, Workshop on Employment Law for Federal Judges, 2005
Panelist, "Time is Money, Except When It's Not: Compensable Time and the FLSA," National Employment Lawyers Association, Impact Litigation Conference, 2005
Chair and Panelist, "Current Topics in Fair Labor Standards Act Litigation," Conference, Association of the Bar of the City of New York, 2003
Moderator, "Workforce Without Borders," ABA Section of Labor & Employment Law, EEOC Midwinter Meeting, 2003

Published Works

Rutter Federal Employment Guide, Contributing Editor (2016 – present)
"Class Actions: Class Representatives / Named Plaintiffs (Federal)," Practical Guidance Practice Note, Lexis/Nexis, 2021
Author, "Whistleblower Under Pressure," Trial Magazine, April 2013
The New York Employee Advocate (Co-Editor, 2005-2009)
"Image-Based Discrimination and the BFOQ Defense," EEO Today: The Newsletter of the EEO Committee of the ABA's Section of Labor and Employment Law, Vol. 9, Issue 1, 2004
"Fair Labor Standards Act Overtime Exemptions: Proposed Regulatory Changes," New York State Bar Association Labor & Employment Newsletter, 2004

Honors and Awards

AV Preeminent Peer Review Rated, Martindale-Hubbell
Selected for inclusion by peers in The Best Lawyers in America in field of "Employment Law – Individuals," 2012-2026
"Lawyer of the Year," Best Lawyers, Employment Law – Individuals, New York City, 2014, 2019, 2026
"Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers in America," Lawdragon, 2018-

2025

“Lawdragon 500 Leading Plaintiff Financial Lawyers in America,” Lawdragon, 2021-2025

“Lawdragon 500 Leading Plaintiff Consumer Lawyers in America,” Lawdragon, 2022-2025

“Lawdragon 500 Leading Litigators in America,” Lawdragon, 2025

“Super Lawyer for New York Metro,” Super Lawyers, 2011, 2013-2024

Recognition for outstanding service to individuals and families who sought compensation under the September 11th Victim Compensation Fund

Legal 500 recommended lawyer, LegalEase, 2013

“Rising Star for New York Metro,” Super Lawyers, 2011

Distinguished Honor Award, United States Department of State, 2001

**Lieff
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Attorneys at Law

Daniel Hutchinson
PARTNER

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Championing the Rights of Employees and Consumers

Daniel M. Hutchinson chairs the firm's employment practice group and supports the firm's employment cases. His practice has been focused on litigating, settling, and taking to trial complex class actions that have advanced the public interest. As a partner at Lieff Cabraser, Daniel served as lead or co-lead counsel on cases that recovered over \$800 million for his clients in all variety of industries and across myriad discrimination, unpaid wages, ERISA, consumer protection, and financial fraud cases.

Daniel's employment litigation experience spreads across a wide variety of industries. He was a key player representing Indian nationals in wage theft litigation against Tata, taking the overtime claims of information technology workers to a trial victory against CSC, and litigating the discrimination claims of female managers at Costco.

Daniel has pursued dozens of class action consumer protection cases against major banks and financial services providers that place robocalls to consumers. Daniel's efforts helped result in the largest monetary settlements in the history of the Telephone Consumer Protection Act and ended harassing robocalls to millions of consumers.

Daniel has been recognized as a nationwide leader in employment law. In 2014, Law360 acknowledged Daniel as one of six of the nation's top employment lawyers under 40. The Daily Journal named him as a Top 40 Under 40 leading lawyer in California. The Recorder endorsed him as one of "50 Lawyers on the Fast Track." Daniel has spoken and presented papers at national employment and consumer law conferences, including events sponsored by the American Bar Association's Section of Labor and Employment Law, the Mason Judicial Education Program, the Practising Law Institute, the Impact Fund, the UCLA School of Law, the National Employment Lawyers Association, and the Consumer Attorneys of California. Daniel has served as the Board Chair for the Lawyers Committee for Civil Rights.

From 1999 to 2002, Daniel worked as a public school teacher in Oakland, California, where he still lives with his spouse, Angelica, and their two children.

Areas of Practice

Employment Law, Consumer Protection, Privacy and Cybersecurity

Education

University of California at Berkeley, School of Law (Berkeley Law), Berkeley, California
J.D. - 2005

Law Review: African-American Law & Policy Report, Senior Articles Editor, 2003 - 2004

Brown University, Providence, Rhode Island

B.A. - 1999

University of California, Berkeley Extension (Multiple Subject Teaching Credential) - 2002

Bar Admissions

California, 2005

U.S. Court of Appeals, 1st Circuit, 2012

U.S. Court of Appeals, 2nd Circuit, 2020

U.S. Court of Appeals, 4th Circuit, 2008

U.S. Court of Appeals, 7th Circuit, 2015

U.S. Court of Appeals, 9th Circuit, 2006

U.S. Court of Appeals, 11th Circuit, 2018

U.S. District Court, Central District of California, 2012

U.S. District Court, Northern District of California, 2006

U.S. District Court, Southern District of California, 2012

U.S. District Court, District of Colorado, 2022

U.S. District Court, Southern District of Florida, 2011

U.S. District Court, Central District of Illinois, 2023

U.S. District Court, Northern District of Illinois, 2014

U.S. District Court, Middle District of North Carolina, 2009

U.S. District Court, Eastern District of Wisconsin, 2013

Professional Associations and Memberships

American Bar Association (Journal of Labor & Employment Law Editorial Board, 2022)

Law360 Editorial Advisory Board, Employment, 2021

American Bar Association (Section of Labor & Employment Law Leadership Development Program, 2009 - 2010)

Association of Business Trial Lawyers (Leadership Development Committee, 2008 - 2010)

Bar Association of San Francisco (Vice Chair, Cybersecurity and Privacy Law Section)

Consumer Attorneys of California

Lawyer's Committee for Civil Rights of the San Francisco Bay Area (Board Chair, 2015; Chair-Elect, 2014; Board Secretary, 2011 - 2013; Board of Directors, 2009 - Present)

National Bar Association

National Employment Lawyers Association

State Bar of California

Publications & Presentations

Facilitator, "Current Government Trends Impacting EEO Practitioners," ABA Section of Labor and Employment Law National Conference on EEO Law, March 2025

Panelist, "Navigating Expanding Expectations Around Corporate Social Responsibility," ABA 2023

National Conference on Equal Employment Opportunity Law, March 2023
Panelist, "Ascertainability isn't a thing. Or is it?" Impact Fund Class Action Conference, February 2019
Panelist, "Employment Discrimination Class Actions Post-Dukes," Consumer Attorneys of California 50th Annual Convention, 2011
"Ten Points from Dukes v. Wal-Mart Stores, Inc.," 20(3) CADS Report 1, Spring 2010
Panelist, "Rethinking Pro Bono: Private Lawyers and Public Service in the 21st Century," UCLA School of Law, 2008
Author and Panelist, "Pleading an Employment Discrimination Class Action" and "EEO Litigation: From Complaint to the Courthouse Steps," ABA Section of Labor and Employment Law Second Annual CLE Conference, 2008
Co-Presenter, "Rule 23 Basics in Employment Cases," Strategic Conference on Employment Discrimination Class Actions, 2008

Honors and Awards

Selected for inclusion by peers in The Best Lawyers in America in the field of "Employment Law-Individuals," 2020-2023, 2026
"Super Lawyer for Northern California," Super Lawyers, 2013-2025
"Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers in America," Lawdragon, 2018-2025
"Rising Star," Law360, 2014
Legal 500 recommended lawyer, LegalEase, 2013
"50 Lawyers on the Fast Track," The Recorder, 2012
"Rising Star for Northern California," Super Lawyers, 2009-2012

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Jallé Dafa

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Jallé H. Dafa represents consumers and workers in high-stakes class action litigation.

A partner in Lieff Cabraser's San Francisco office, Jallé has prosecuted several winning cases. She represented professors against Duke University and the University of North Carolina for conspiring to suppress the mobility and pay of their faculty. The litigation settled for a total of \$73.5 million and significant injunctive relief.

Jallé has litigated against AT&T for charging hidden fees, Allstate for price discrimination in auto insurance premiums, Thermo Fisher Scientific and Natera for using a defective solution during the testing of irreplaceable human embryos, and Kaiser Permanente for racially discriminating against Black employees. She also successfully challenged the Trump Administration's unlawful decision to withhold COVID-19 CARES Act stimulus relief from incarcerated Americans and their families. The district court granted summary judgment and entered a permanent injunction ordering the government to terminate its policy, resulting in \$1.5 billion in economic impact payments to plaintiffs.

Jallé was involved in the firm's work against Google for its collection and tracking of location information despite the disabling of a setting to prevent such tracking, resulting in a settlement of \$62 million. Jallé also served as Class Counsel in a case against Oracle, one of the world's largest data brokers, for surveilling the daily activities of Americans and complying their personal information into digital profiles—including detailed information regarding their everyday movements, finances, demographics, interests, and health concerns—and selling the personal profiles without consent to third parties for profit. The district court granted final approval of a settlement requiring Oracle to pay \$115 million and make changes to its business practices.

Jallé currently represents scientists and scholars against six large commercial publishers of academic journals, including Elsevier, Springer Nature, Taylor and Francis, Sage, Wiley, and Wolters Kluwer, for appropriating billions of dollars that would have otherwise funded scientific research. The antitrust lawsuit alleges a three-part anticompetitive scheme: fixing the price of peer review services at zero, requiring scholars to submit their manuscripts to only one journal at a time, and prohibiting scholars from freely sharing their scientific findings.

Jallé is an active member of the Bay Area legal community. She serves as a Board Member of the ACLU Foundation of Northern California (ACLU NorCal), and a member of the Executive Committee

of the Litigation Section of The Bar Association of San Francisco.

Jallé joined Lieff Cabraser after clerking on the United States Court of Appeals for the Ninth Circuit for the Honorable Mary M. Schroeder, and the Northern District of California for the Honorable Jacqueline S. Corley. Prior to Lieff Cabraser, Jallé was an associate at Siegel, Yee, Brunner, & Mehta, where she litigated Title VII, Title IX, and Whistleblower retaliation claims on behalf of wrongfully terminated employees. Jallé earned an A.B. from Brown University, and a J.D. from Berkeley Law School.

Areas of Practice

Antitrust, Consumer Protection, and Cybersecurity and Data Privacy.

Education

University of California, Berkeley School of Law, Berkeley, CA
J.D., 2011

Co-Founder, Women of Color Collective; New clinic formation, Community Economic Justice Clinic; Housing & Eviction Defense Clinic, East Bay Community Law Center; Social Justice Chair, Law Students of African Descent; Baker & McKenzie Diversity Scholar, 2009

Brown University, Providence, RI
B.A., 2007

Co-President, The Organization of United African Peoples; Peer Counselor, Third World Center; Co-Founder, Coalition for Police Accountability and Institutional Transparency

Bar Admissions

California, 2013
U.S. Court Of Appeals, Ninth Circuit, 2019
U.S. District Court, Central District of California, 2020
U.S. District Court, Northern District of California, 2015
U.S. District Court, Southern District of California, 2019

Professional Associations & Memberships

American Civil Liberties Union of Northern California (Board of Directors, 2024 to present)
Bar Association of San Francisco (Executive Committee, Litigation Section, 2024 to present)

Speaking Engagements

Moderator, "Effective Settlement Conferences," BASF Litigation Section Panel, September 2024
Moderator, "Black History Month Roundtable," ABA Section of Labor and Employment Law
Heritage Month Webinar Series, February 2022

Awards

"Lawdragon 500 Leading Plaintiff Consumer Lawyers in America," Lawdragon, 2025
"Lawdragon 500 Leading Global Antitrust & Competition Lawyers," Lawdragon, 2025
"Ones to Watch," Best Lawyers, 2023-2025

**Lieff
Cabraser
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Attorneys at Law

Jacob Miller
Associate

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jmill@lchb.com

Jacob Miller is an associate in Lieff Cabraser's New York office. Prior to joining Lieff Cabraser, Jacob was a judicial law clerk for the Honorable James Donato of the U.S. District Court for the Northern District of California and for the Honorable Todd Eddins of the Supreme Court of Hawaii. Previously, he was an associate at a litigation firm in New York.

Education

Harvard Law School
J.D., 2020

Harvard College
A.B., 2015

Admissions

New York, 2021

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

Amelia Haselkorn
Associate

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San Francisco, CA 94111
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Amelia Haselkorn is an associate in Lieff Cabraser's San Francisco office, representing consumers and workers who have suffered harm from corporate negligence and violations of data privacy.

Before coming to our firm, Amelia worked at the UC Irvine School of Law Domestic Violence and Civil Rights Litigation Clinics. Prior to that, she was a Judicial Extern to Justice Steven C. González, Chief Justice of the Washington Supreme Court, and a Summer Associate at Lieff Cabraser.

Amelia graduated magna cum laude with a Juris Doctor from the University of California, Irvine School of Law, where she won numerous awards, including for achieving the highest performance in four courses. While in law school, she was Senior Articles Editor for the UC Irvine Journal of International, Transnational, and Comparative Law; Co-President of the Women's Law Society; and contributed many hours in multiple pro bono projects.

Areas of Practice

Consumer Protection

Education

University of California, Irvine School of Law, Irvine, CA
J.D., magna cum laude, May 2021

Pitzer College, Claremont, CA
B.A. with honors, 2016

Bar Admissions

California, 2021
U.S. District Court, Central District of California, 2022
U.S. District Court, Eastern District of California, 2022
U.S. District Court, Northern District of California, 2022
U.S. District Court, Western District of Michigan, 2022
U.S. Court of Appeals, Ninth Circuit, 2025

Publications & Presentations

Speaker, “Cooper IVF Litigation (MDL 3122 – In re: The Cooper Companies)” HarrisMartin MDL Conference, September 2024

**Lieff
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Heimann &
Bernstein**
Attorneys at Law

Danna Elmasry
Associate

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Danna Elmasry is an associate in Lieff Cabraser's New York office. Danna works primarily in the Consumer Protection and Privacy & Cybersecurity practice groups.

Areas of Practice

Consumer Protection, Cybersecurity & Privacy

Education

University of Michigan Law School
J.D., 2022

University of Chicago
B.A., 2017

Bar Admissions

New York, 2023
U.S. District Court for the Southern District of New York, 2023

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

Betsy Sugar
Associate

Lieff Cabraser Heimann & Bernstein, LLP
222 2nd Ave. South, Suite 1640
Nashville, Tennessee 37201
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Fax: +1.615.313.9965
bsugar@lchb.com



Betsy Sugar is an Associate in Lieff Cabraser's Nashville office.

Education

Vanderbilt University Law School
J.D., 2024

Davidson College
B.A., magna cum laude, 2021

Bar Admissions

E.D. Wisconsin, 2025
Tennessee, 2024

Publications & Presentations

"Redesigning, Recruiting, and Mentoring," Class of Our Own Women's Summit, 2025
Co-Author, "The Law of Class Action," 2025
Co-Author, "Survey of Federal Class Action Law," 2025

EXHIBIT D

SUSMAN GODFREY

The Susman Godfrey Difference

For over forty years, Susman Godfrey has focused its nationally recognized practice on just one thing: high-stakes commercial litigation. We are one of the nation's leading litigation boutique law firms, with offices in Houston, Los Angeles, New York, and Seattle. Susman Godfrey's experiences, track record of success, and staying power are reflected in its wide recognition as the nation's preeminent trial firm, including by *The American Lawyer* in its first-ever "Litigation Boutique of the Year" competition (an award the firm won again in 2023); by being included yearly on *National Law Journal's* "America's Elite Trial Lawyers" list; and by being named as *Benchmark Litigation's* National Trial Firm of the Year in 2022 and 2023. *Vault* has likewise named Susman Godfrey its #1 Litigation Boutique in America every year since 2011.

The Will to Win

At Susman Godfrey we are stand-up trial attorneys, not discovery litigators. We approach each case as if it is headed for trial. Everything that we do is designed to prepare our attorneys to persuade a jury. When you are represented by Susman Godfrey, the opposing party will know that you are willing to take the case all the way to a verdict if necessary; this fact alone can make a good settlement possible.

Susman Godfrey has a longstanding reputation as one of the premier firms of trial lawyers in the United States. We are often brought in on the eve of trial to "rescue" troubled cases or to take the reins when the case requires trial lawyers with a proven record of courtroom success.

We also want to win because we share the risk with our clients. We prefer to work on a contingency-fee basis so that our time and efforts pay off only when we win. Our interests are aligned with our clients—we want to achieve the best-possible outcome at the lowest possible cost.

Finally, we want to win because each of our attorneys shares a commitment to your success. Each attorney at the firm—associate as well as partner—examines every proposed contingent fee case and has an equal vote on whether or not to accept it. The resulting profit or loss affects the compensation of every attorney at the firm. This model has been a tremendous success for both our attorneys and our clients.

Unique Perspective

Susman Godfrey represents both plaintiffs and defendants. We thrive on variety, flexibility, and creativity. Clients appreciate the insights that our broad experience brings. "I think that's how they keep their tools sharp," says one.

We know from experience what motivates both plaintiffs and defendants. This dual perspective informs not just our trial tactics, but also our approach to settlement negotiations and mediation presentations. We are successful in court because we understand our opponent's case as well as our own.

SUSMAN GODFREY

An Uncommon Structure

There is no costly pyramid structure at Susman Godfrey. As a business, we are lean, mean and un-leveraged—with a two-to-one ratio between partners and associates. To counter the structural bloat of our opponents, who often have three associates for each partner, we rely on creativity and efficiency.

Susman Godfrey's experience has taught what is important at trial and what can be safely ignored. We limit document discovery and depositions to the essential. For most depositions and other case-related events we send one attorney and one attorney alone to handle the matter. After four decades of trials, we know what we need—and what is just a waste of time and money.

Unparalleled Talent

Susman Godfrey prides itself on a talent pool as deep as any firm in the country. Clerking for a judge in the federal court system is considered to be the best training for a young trial attorney, 100% of our Associates and over 95% of our Partners served in these highly sought-after clerkships after law school. Eleven of our trial lawyers have clerked at the highest level—for Justices of the United States Supreme Court.

Each trial attorney at Susman Godfrey is invested in our unique model and stands ready to handle big-stakes commercial litigation.

EXHIBIT E



Justin A. Nelson

Partner

Houston

(713) 651-9366

jnelson@susmangodfrey.com

Overview

Justin Nelson is the go-to lawyer for high-stakes litigation. Justin's practice centers on taking cases to trial, arguing key motions leading up to trial or the appeal, and positioning the case for victory. He brings an unparalleled combination of trial and appellate excellence. In 2024, he was nominated for Litigator of the Year by the *American Lawyer*.

Justin represented Dominion Voting Systems in its litigation against Fox, culminating in April 2023 with a \$787.5 million settlement—an amount that represented “vindication and accountability,” as Justin stated. Watch the video [here](#).

“

“Justin Nelson has always had a reputation as a ‘go to’ lawyer in high stakes litigation but his major win in the defamation claim against Fox News has just elevated the ‘go to’ to ‘must have.’”

LawFuel, “[Who is Justin Nelson – The Star Lawyer Who Took Fox News To Task](#)”

“

“Justin is an amazing lawyer. He has it all. In court he’s a sight to behold. His command of the law and facts is masterful.”

Anthony C. Lane, CEO of Green Mountain Glass

“

“Justin is a giant slayer. He wins. It is so impressive to watch him in action. Smart, dedicated. He fights hard for you and he does it with a smile. He’s exactly what you want from a lawyer.”

Ruben Bonet, CEO of Fractus

“

“Since Justin Nelson began appearing, the court ‘has granted Nelson almost everything he has asked for.’

The American Lawyer, click [here](#) for the full article

The Court in *Dominion v. Fox* publicly noted at the time of the settlement that “this is the best lawyering I’ve had, ever.” Justin took the deposition of Rupert Murdoch, among other key witnesses. A CNN legal commentator stated about that deposition: “I’ve never seen anything like these admissions. This is one of the most damaging depositions I’ve ever seen in my thirty years practicing law.”

Justin is one of the foremost leaders and experts in AI litigation. He was selected by the Court to serve as Interim Lead Class Counsel in MDL suits versus OpenAI and Microsoft, *In re: Open AI Copyright Infringement Litigation* ([read more](#)). In addition, Justin represents book authors in a proposed class action against Anthropic that alleges Anthropic committed copyright infringement in its artificial intelligence systems. Justin has a number of other cases regarding artificial intelligence, including other copyright matters along with patent litigation. He also is defending Media Matters against X Corp., a case that has received attention based on the implications for the First Amendment and for media organizations. Justin also serves as an American Law Institute panel member on Civil Liability for Artificial Intelligence and speaks regularly on AI-related issues.

Justin’s practice spans across other complex cases as well, from antitrust to bankruptcy to contractual disputes to fraud to patent litigation to trade secret theft.

Among other cases, Justin was lead counsel for Green Mountain when it obtained a \$64.5 million judgment against Ardagh in the Federal District Court of Delaware—a verdict upheld on appeal and was included on *National Law Journal*’s Top 100 Verdicts of the Year list.

Justin won a \$38 million judgment for repeat client, Fractus, (a case that later settled on appeal) and has led a strategy that has resulted in Fractus recovering over \$100 million.

HIGH PROFILE LITIGATION

Dominion v. Fox was one of a number of high-profile cases for Justin. In *Dominion v. Fox*, the summary judgment briefing in the case earned widespread praise from the legal community and the broader public alike.

Justin also represented a number of plaintiffs against a major car rental company that resulted in victories in court and ultimately a settlement.

In 2020, Justin represented various governmental actors regarding the 2020 election. His clients included entities with both Republican and Democratic control. Among his clients, Justin represented the Arizona Secretary of State in *Bowyer v. Ducey* and argued the successful motion to dismiss regarding the false allegations of election fraud. Justin also successfully represented the Governor of Wisconsin in a series of litigations related to the 2020 election. Justin also represented a number of plaintiffs against a major car company that allegedly falsely reported its clients to the police for car theft. That case resulted in a combined nine-figure settlement across the hundreds of plaintiffs who had been injured by the false reports. The artificial intelligence cases and the ERC cases also have generated substantial attention given their intersection of law and policy—an area where Justin often litigates.

RECOGNITION

The legal industry has taken note of Justin's litigation talents. In June 2024, he was named one of Hollywood's Top 100 Lawyers by the *Hollywood Reporter*. In 2010, *American Lawyer* wrote about how Justin fought off efforts from large banks to ram through a plan that would have disadvantaged individuals in the multi-billion Washington Mutual bankruptcy. He's also repeatedly been named a "Super Lawyer" by Thomson Reuters, among other recognitions.

BACKGROUND & COMMITMENT TO THE LEGAL INDUSTRY

Justin is a former law clerk to Justice Sandra Day O'Connor at the United States Supreme Court and for Judge J. Harvie Wilkinson, United States Court of Appeals for the Fourth Circuit. Justin has represented various parties as amici in the Supreme Court of the United States, in cases ranging from intellectual property to antitrust to election law. He has practiced First Amendment law on behalf of various media companies.

Justin is one of the very few lawyers who have both clerked for the United States Supreme Court and also served as lead trial counsel in a verdict of over \$50 million.

Justin also has taught Advanced Constitutional Law on the Law of the Political Process and has served as the Chair of the Economics of the Profession Committee in the American Bar Association's Intellectual Property Division. He is a Fellow of the American Bar Association and the Texas Bar Association. Justin also currently teaches *Legislation & Statutory Interpretation* as an adjunct professor at The University of Texas School of Law, a class that covers a wide range of issues from public policy to statutes to criminal law to Constitutional law and the First Amendment.

In addition to his legal writings, Justin's article on Lyndon Johnson's role at the 1968 Democratic Convention appeared in the Presidential Studies Quarterly.

Justin is a member of Susman Godfrey's Executive Committee.

Notable Representations

Representative Matters

- ***In re: Open AI Copyright Infringement Litigation.*** Selected by the Court to serve as Interim Lead Class Counsel in MDL suits versus OpenAI and Microsoft. The case is in early stages.
- ***Dominion v. Fox.*** Justin represented Dominion in the Dominion v. Fox litigation, a case that received widespread attention and resulted in a historic \$787.5 million settlement.
- **Election Litigation** Working pro bono on election-related litigation, Justin successfully represented various governmental actors in a non-partisan capacity during the 2020 election. His clients included those controlled by Republicans and Democrats. As Susman Godfrey lead counsel, his representations included the Arizona Secretary of State and the Wisconsin Governor in litigation defending the integrity of the 2020 election. These cases generated a significant amount of attention because the rulings—including in a case that Justin argued—made clear that the rule of law would prevail.
- ***Green Mountain Glass LLC and Culchrome LLC v. Saint-Gobain Containers, Inc., d.b.a Verallia North America.*** Served as lead counsel to Green Mountain Glass LLC in a patent infringement matter that spanned three years. A federal jury in Wilmington, Delaware awarded Green Mountain Glass more than \$50.3 million in its lawsuit against Ardagh Glass, Inc. The jury found Ardagh, formerly known as Saint-Gobain Containers, willfully infringed Green Mountain's patent No. 5,718,737 for technology that allows glass manufacturers to use recycled glass of mixed colors. Click [here](#) for more on the case or click [here](#) to read *Law360's* feature on the case in their "How They Won It" series.
- **Equity Committee of Washington Mutual.** Representing the Equity Committee, Justin helped the equity holders in Washington Mutual receive stock in the re-emerged company and a substantial role in the Liquidation Trust. In confirming the plan, the bankruptcy judge stated: "*I think the equity committee has really, really done a great job in getting a recovery for its constituents.*" *American Lawyer* awarded Justin "[Litigator of the Week](#)" for his work on the case.
- ***Fractus v. Samsung et al.*** Served as co-lead counsel in a patent case involving antennas for mobile phones. In addition to running the case on a daily basis and examining key witnesses, Justin argued case-dispositive matters such as Markman and summary judgment. Before trial, Fractus reached licenses with all the original Defendants except for Samsung.

These licenses resulted in agreements worth over \$100 million in total. During trial against Samsung, Justin presented and cross-examined key witnesses such as one of the inventors of the patents-in-suit; Fractus's technical expert; Samsung's lead engineer; and Samsung's damages expert. The trial resulted in a \$23 million jury verdict for his client Fractus against Samsung, and a \$38 million judgment. The case was settled after Justin's appellate argument.

- ***In re Stewart***. Represented a family member who had been excluded from a large estate. Justin prevailed against the Estate's Motion to Dismiss and invalidated the in terrorem clauses in the will and trust. In addition, he successfully argued that the trial court that Arizona should recognize a claim of tortious interference with inheritance, becoming the first court in the state to do so. Soon after the court ruled in favor of Justin's client, the case settled.

Honors & Distinctions

- *Lawdragon* 500 Leading Lawyer ([2024](#), [2025](#))
- IAM Patent 1000: Worlds Leading Patent Professionals ([2023](#), [2024](#))-
- *American Lawyer's* Litigator of the Week in [2023](#) for his work related to *Dominion v. Fox* and in [2010](#) for his work related to the Washington Mutual litigation.
- *Litigation Star*, Benchmark Litigation ([2022](#), [2023](#), [2024](#), [2025](#) Euromoney)
- *Lawdragon* 500 Leading Plaintiff Financial Lawyer ([2023](#), [2024](#), [2025](#))
- *Lawdragon* 500 Leading Litigator ([2022](#), [2023](#), [2024](#))
- Recommended Lawyer, Dispute Resolution: General Commercial Disputes, The Legal 500 ([2018](#), [2019](#))
- Recommended Lawyer, IAM Patent 1000
- John Ordronaux Prize for Highest Academic Average in Graduating Class
- James Kent Scholar, 1997-98, 1998-99, 1999-2000
- Articles Editor, Columbia Law Review (1999-2000)

Clerkships

Honorable Sandra Day O'Connor, Supreme Court of the United States, 2002-2003

Honorable J. Harvie Wilkinson III, United States Court of Appeals for the Fourth Circuit, 2000-2001

Education

Yale University (B.A., cum laude, 1997)

SUSMAN GODFREY

Columbia Law School (J.D., , 2000)



Rohit Nath

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Overview

Rohit Nath represents plaintiffs and defendants in high stakes litigation. He has taken on industry leaders such as the country's biggest insurers, major media and technology companies, and international wireless carriers in courts across the United States. Nath has handled disputes in an array of practice areas, including insurance, copyright, patent, breach-of-contract, and real estate.

In *37 Besen Parkway LLC v. John Hancock Life Insurance Co*, Nath was a significant part of a team of Susman Godfrey lawyers that secured a settlement of \$91.25 million (before fees and expenses) for a certified class of insurance policy owners against John Hancock Life Insurance Company. In the final approval order, Judge Paul Gardephe described the settlement as a "quite extraordinary . . . result achieved on behalf of the class." You can read more about the case [here](#) (subscription required).

Nath is currently prosecuting similar class actions against a number of other insurance companies, including Equitable, Voya Retirement & Annuity Company, and ReliaStar Life Insurance Company. More information on the Voya class action, which was certified in 2019, can be found [here](#).

On the defense side, Nath was hired by Lighting Science Group Corporation after it was sued by its former patent broker. Serving as lead counsel for Lighting Science, Nath successfully compelled arbitration, took and defended key depositions, and briefed and argued critical motions. The parties reached a confidential settlement on the eve of the plenary arbitration hearing.

In addition to the cases above, Nath also:

- Represents a putative class of professors and textbook authors in a lawsuit against one of the world's largest textbook publishers, Cengage

Learning, related to underpayment of royalties for electronic textbook offerings.

- Represents Flo & Eddie—the founding members of the 70's music group, the Turtles—against Pandora and SiriusXM in litigation concerning the unlicensed use of pre-1972 sound recordings.
- Represents SAJE and ACCE Action, two tenant advocacy groups, as proposed intervenors to help defend the City of Los Angeles's eviction and rent-freeze ordinances enacted in the wake of the COVID-19 pandemic.

Nath is active in the Los Angeles legal community. He received a Public Counsel Pro Bono award for his legal work to help the troubled LA housing situation. The Daily Journal and Law360 also profiled Nath and his colleagues for their significant pro bono work in this area. He is a longtime board member of the South Asian Bar Association of Southern California and served as co-president during the 2021-2022 term. Nath is also a member of the Executive Committee of the Litigation Section of the Los Angeles County Bar Association.

Nath joined Susman Godfrey after working as a trial attorney at the U.S. Department of Justice and as a law clerk on the U.S. Court of Appeals for the Ninth Circuit. He graduated with high honors from The University of Chicago Law School, where he served as editor-in-chief of *The University of Chicago Law Review*. Before law school, he taught eighth-grade math in Oklahoma as a Teach for America corps member.

Notable Representations

Insurance

- **37 Besen Parkway LLC v. John Hancock Life Insurance Co.** (S.D.N.Y.) Secured a \$91.25 million all-cash, non-reversionary settlement (before fees and expenses) for a certified class of insurance policy owners. The class alleged that John Hancock breached the life insurance contracts of the class by failing to charge cost-of-insurance rates that were “based on [John Hancock’s] expectations of future mortality experience.” Nath had a critical role in achieving what Judge Paul Gardephe described as a “quite extraordinary” result for the class.
- **Brach Family Foundation v. AXA Equitable Life Insurance Company** (S.D.N.Y.) Represent a putative class of insurance policyholders suing AXA for a cost-of-insurance increase on the Athena Universal Life II product, claiming breach of contract and violations of New York Insurance Law Section 4226.
- **Helen Hanks vs. The Lincoln Life & Annuity Company of New York; Voya Retirement Insurance and Annuity**

Company (S.D.N.Y.) Litigating an insurance matter against Voya Life Insurance Company. The class was recently certified by the court.

- **Advance Trust & Life Escrow Services, LTA v. ReliaStar Life Insurance Company** (D. Minn.) Represents a putative class of life insurance policyholders against ReliaStar Life Insurance Company related to ReliaStar's failure to charge cost-of-insurance rates in accordance with the terms of its policies. The case is in discovery.

Breach of Contract

- **Rui Zhi Ventures, Ltd. v. Lighting Science Group Corporation**, (C.D. Cal. and JAMS Arbitration) Represented Lighting Science Group Corporation in a fee dispute with its former patent broker. After successfully compelling arbitration, the parties reached a confidential settlement on the eve of the plenary arbitration hearing.
- **Bernstein, et al. v. Cengage Learning, Inc.** (S.D.N.Y.) Represents a putative class of textbook authors against one of the world's largest textbook publishers. Plaintiffs allege that Cengage has breached its publishing agreements with authors by manipulating the royalty base used to calculate royalties for Cengage's online textbook offerings.

Intellectual Property

- **Flo & Eddie Inc. v. Pandora** (C.D. Cal.) Serve as co-lead counsel representing Flo & Eddie (the founding members of 70's music group, The Turtles) in this putative class action alleging infringement of the public performance right in sound recordings, copying, and misappropriation. The case is before the district court, following remand from an appeal to the Ninth Circuit Court of Appeals. This case follows the similar, *Flo & Eddie v. Sirius XM*, in which Susman Godfrey secured a settlement for the class valued at up to \$73 million. The Court granted final approval of that settlement in 2017.
- **Personalized Media Communications, LLC Cases** (E.D. Tex.) Represented Personalized Media Communications (PMC) in a series of patent infringement cases against Vizio, Samsung, and Funai. Nath played a key role in these cases, which included taking and defending key depositions and briefing claim construction motions. PMC reached favorable, confidential settlements with each defendant.

Honors & Distinctions

- Top Intellectual Property Lawyer, *The Daily Journal* ([2025](#))
- Lawdragon 500X – The Next Generation of Leading Lawyers ([2023](#), [2024](#), [2025](#))
- "They've Got Next: The 40 Under 40" *Bloomberg Law* (Bloomberg, 2023)
- California Lawyer Attorney of the Year, *Daily Journal* (2023)

SUSMAN GODFREY

- Rising Stars of the Plaintiffs Bar, *National Law Journal's* Elite Trial Lawyers (2022, ALM)
- Public Counsel Pro Bono Award (2020)
- Named a Sports and Entertainment Litigation Trailblazer by *National Law Journal* (2020, ALM)
- Rising Star, Southern California (Thomson Reuters, 2020, 2021, 2022, 2023, 2024)
- Editor-in-Chief, *The University of Chicago Law Review*
- Order of the Coif
- Kirkland & Ellis Scholar: Awarded to top 5 percent of the 1L class
- 2011 Teacher of Today Award
- Wake Forest University Debate Team

Clerkships

Honorable Alex Kozinski, United States Court of Appeals for the Ninth Circuit

Education

The University of Chicago Law School (J.D., with High Honors, Order of the Coif, 2014)

- Editor-in-Chief, *The University of Chicago Law Review*

Wake Forest University (B.A., magna cum laude, 2009)



Alejandra C. Salinas

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Overview

Recognized as a “Top Women in Law in Houston” by the National Diversity Council, a “Texas Rising Star” by Thomas Reuters Super Lawyer, and as a member of “The Next Generation of Leading Lawyers” by Lawdragon, Alejandra Salinas tries high stakes cases in courtrooms across the country.

Alejandra has helped secure hundreds of millions of dollars for her clients. She litigates cases across a wide array of practice areas, including contract disputes, intellectual property disputes, antitrust claims, and many other complex commercial and financial matters.

Among other cases, Alejandra currently represents Pulitzer-winning authors in a federal [copyright infringement class action against OpenAI and Microsoft](#), related to the companies’ unlicensed use of the authors’ books for training its large language models such as ChatGPT ([Reuters](#)).

Alejandra also has significant pro bono experience, including successfully defending Harris County Judge Lina Hidalgo and other county officials in election contests ([Texas Tribune](#)), working with the ACLU to secure a settlement with Magnolia ISD to eliminate its discriminatory hair policy ([Houston Chronicle](#)), co-drafting a Supreme Court amicus brief on political gerrymandering, and successfully arguing an immigration case before the 9th circuit whereby the client was able to remain in the county.

Before joining the firm, Alejandra was a surrogate for President Barack Obama and the youngest member of the Democratic National Committee’s Executive Committee. She delivered a nationally televised speech on the final night of the [2012 Democratic National Convention](#), addressed embassies around the world, and was interviewed by CNN, Univision, Telemundo, NPR, PBS, and USA Today.

Notable Representations

Notable Representations

- ***Atlas Global Technologies LLC v. TP-Link Technologies Co., Ltd. et al (E.D. Tex.)*** Won a \$37.5 million verdict for Atlas Global Technologies in its patent infringement case against Chinese telecom equipment manufacturer TP-Link. A Texas jury issued the verdict against TP-Link for infringing five patents for wireless routers that meet an industry standard known as “WiFi 6,” which was developed to provide fast, efficient internet connections for high-density locations such as offices, shopping malls and apartment buildings. Following a five-day trial and just a few hours of deliberations, the jury determined TP-Link owes Atlas \$37,481,264 in damages. [Read more.](#)
- ***UNM Rainforest Innovations v. Taiwan Semiconductor Manufacturing Company (TSMC), Samsung Electronics Co. Ltd., and GlobalFoundries Inc.*** Secured confidential settlements for UNM Rainforest Innovations in its patent infringement cases against TSMC, Samsung, and GlobalFoundries involving semiconductor manufacturing technology. UNM Rainforest Innovations is the University of New Mexico’s non-profit corporation dedicated to commercializing the wide range of technology developed at the UNM. Ms. Salinas delivered the opening argument in an eight-figure arbitration against one of the defendants.
- ***Insignia Systems v. News Corporation and News America Marketing (NAM)***. Secured a [\\$20 million settlement](#) for retail marketing firm, Insignia Systems, in its antitrust case against News Corporation and its subsidiary NAM. Insignia was one of NAM’s only remaining competitors for in-store advertising displays and alleged that News Corp. and NAM acquired and maintained a monopoly in this market through exclusionary agreements. Before settlement, Ms. Salinas deposed several current and former News Corp. and NAM executives.

Honors & Distinctions

- Lawdragon 500X – The Next Generation of Leading Lawyers ([2023](#), [2024](#), [2025](#))
- Rising Star, Texas Super Lawyers ([2022](#), [2023](#), [2024](#); Thomson Reuters)
- Future Leader – LGBT + Equality, Chambers USA ([2019](#))
- Top Women in Law, The National Diversity Council ([2017](#))

Clerkships

Chief Judge Sidney R. Thomas, United States Court of Appeals for the Ninth Circuit

Education

Boston College Law School (J.D., cum laude)

- Point Foundation Scholar (national LGBTQ scholarship)

The University of Texas (B.B.A., Management,)

- Friar Society (UT's oldest honor society)

Leadership & Professional Memberships

- Board Member, Greater Houston LGBTQ+ Chamber of Commerce
- Former Co-Chair, Susman Godfrey Diversity Committee
- Board Member, Second Mile Haiti, a non-profit organization focused on empowering Haitian women and children
- Former Young Lawyer Representative, American Bar Association Antitrust Law Section
- Member, Houston Bar Association LGBTQ+ Committee



Jordan Connors

Partner

Seattle

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Overview

Jordan Connors is a trusted litigator with a nationwide practice serving clients in high-stakes matters in both state and federal court. Connors has successfully represented plaintiffs and defendants in a wide variety of commercial cases, including cases that involve environmental disasters, class actions, intellectual property, trusts and estates, securities fraud, and false advertising. Connors has achieved success for his clients – who range from industry leaders to small businesses and individuals – against some of the largest companies and organizations in the world, from big banks, to big tech, to big wireless, to the United States Government.

SIGNIFICANT LITIGATION

Connors is frequently called on to litigate some of the nation's most cutting-edge cases.

For example, Connors currently represents some of the most awarded and celebrated authors in the world in their federal copyright infringement class actions against Anthropic, OpenAI, Microsoft, and others. These cases allege that the defendants have used the authors' books in connection with training and developing their large language models such as Claude and ChatGPT.

In the nationally followed environmental matter, *In re Flint Water Crisis Litigation*, Connors represents a class of tens of thousands of Flint residents impacted by the Flint water crisis. Connors has served as a leader on the case from drafting the initial complaint to coordinating and overseeing the strategic planning and efforts among the nine law firms litigating the case on behalf of the class. Connors's team recently secured preliminary approval of a \$641 million settlement with multiple government defendants. Connors continues to pursue claims against the remaining defendants on behalf of certain residents in the City of Flint harmed by the water crisis.

Connors also served as second chair in a multi-forum dispute, spanning an arbitration, two state court actions, and litigation abroad concerning a business dispute among a set of Chinese companies and investors. Connors client, Gang Yuan, achieved a complete victory at the final arbitration hearing and in related disputes in Washington State and the People's Republic of China.

Connors served as counsel to the largest political subdivisions in the largest state in the nation—including the University of California system, the California State University System, and the County of Los Angeles—in a landmark suit against the “Big 4” wireless carriers, Verizon, AT&T, Sprint, and T-Mobile for fraudulently over-billing the government. Connors’ clients secured record settlements valued at \$175 million. Read more about the case on [*Law Street Media*](#) and [*Law360*](#) (subscription required).

Connors also secured a [\\$16.5 million](#) settlement one month before trial (net settlement of \$11.7 million) in a securities fraud class action arising from alleged misrepresentations by a biotechnology executive in a conference call with investors.

RECOGNITION AND BACKGROUND

Law & Politics Magazine, published by Thomson Reuters, has named Mr. Connors a “Rising Star” every year since 2013, an honor bestowed on 2.5 percent of attorneys in the state of Washington for “demonstrated excellence in the practice of law.”

Connors is an active member of the Federal Bar Association for the Western District of Washington where he represents the Seattle Community Police Commission in its effort to provide community input on reforms for the Seattle Police Department. Before joining Susman Godfrey Connors served as Law Clerk to The Honorable Vaughn R. Walker, Chief Judge of the U.S. District Court for the Northern District of California

Notable Representations

Ongoing Litigation

- ***Genus Lifesciences, Inc. v. Lannett Company, Inc. (N.D. Cal.)***. Lead trial counsel for Genus Lifesciences, Inc. in a Lanham Act false advertising lawsuit against Lannett Corporation, Inc. involving Lannett’s alleged false advertising of its C-Topical product (cocaine hydrochloride 4% solution).
- **Flint Water Crisis Litigation (E.D. Mich.)**. Representing a class of tens of thousands of plaintiffs in complex litigation stemming from the contamination of the Flint, Michigan water distribution system with highly corrosive water following the 2014 switch to a new water supply. On behalf of a certified class of Flint residents, Connors has led many of the key depositions in the multiple cases, obtaining critical information about

the truth of who and what caused the water crisis. He has also led efforts to shape the legal strategy for challenging the conduct of private engineering firms and government officials and continues to seek out compensation for the injuries resulting from lead poisoning, property damage, and other harm resulting from the highly corrosive water. Settlements to date are valued at \$641 million. The case remains ongoing against remaining defendants.

- **North Carolina PFAS Litigation (E.D.N.C.).** Representing plaintiffs in a proposed class action lawsuit against DuPont and Chemours. The case seeks relief on behalf of thousands of North Carolinians who have been harmed by decades of discharges by DuPont and Chemours of GenX and other toxic PFAS chemicals by DuPont and Chemours into the water supply in the Cape Fear River basin. Click [here](#) or [here](#) for coverage on this news (*subscription required*).
- **Whidbey Island/OLF Coupeville Naval Airflight Operations (Fed. Cl.).** Representing a class of residents of Whidbey Island, Washington pursuing a class action filed against the United States government in the U.S. Court of Federal Claims based on the U.S. Navy's substantial increase in EA18-G Growler flight operations from a small airstrip on the island and the impact on residents' properties.

Previous Wins

- **State of California, et al., On The Go Wireless, LLC, v. CELLCO Partnership, et al (CA Superior Ct.).** Represented some of California's largest political subdivisions—including the University of California system, the California State University System, and the County of Los Angeles, to name a few—in this groundbreaking suit against the “Big 4” wireless carriers, Verizon, AT&T, Sprint, and T-Mobile. The team recently secured settlements totaling \$175 million.
- **Clark v. AdvanceMe, Inc., (C.D. Cal.).** Secured a \$23.4 million settlement (settlement of \$19 million) on behalf of businesses in a class action alleging they had been injured by financial arrangements in violation of California usury laws.
- **McGuire v. Dendreon (W.D. Wash.).** Secured a \$16.5 million settlement one month before trial (net settlement of \$11.7 million) in a securities fraud class action arising from alleged misrepresentations by a biotechnology executive in a conference call with investors.

Honors & Distinctions

- Rising Star, Washington Super Lawyers (2013 – Present, Thomson Reuters)
- Whitney North Seymour Medal for Columbia Law student who shows greatest promise of becoming a distinguished trial advocate (2007)
- Senior Editor, Columbia Law Review (2007-2008)

- Harlan Fiske Stone Moot Court Finalist (2008)
- Harlan Fiske Stone Scholar (2005-2006, 2006-2007, 2007-2008)
- Ann C. Seminara Award in Public Policy (2003)

Clerkships

Honorable Vaughn R. Walker, Chief Judge, United States District Court for the Northern District of California, 2008-2009

Education

Stanford University (B.A., Public Policy, , 2003)

Columbia Law School (J.D., , 2008)

Admissions

Bar Admissions

- Washington
-

Court Admissions

- Federal Bar Association for the Western District of Washington
- U.S. District Court for the Eastern District of Texas
- U.S. Court of Appeals Federal Circuit

Leadership & Professional Memberships

- Federal Bar Association for the Western District of Washington



Michael Adamson

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Overview

Trial lawyer Michael Adamson has been recognized by *Daily Journal* as a Top 40 Lawyer Under 40 (2022), by *Law.com* as a Lawyer on the Fast Track (2025), and by *National Law Journal* as a Plaintiff's Attorney Trailblazer (2023). Michael is a versatile litigator representing plaintiffs and defendants in arbitrations and federal and state courts across the country.

LEGAL VICTORIES

In 2023, Michael secured more than \$330 million in a confidential arbitration for a client in the renewable energy industry. The litigation proceeded from demand to hearing in just 60 days. After speeding through fact and expert discovery, Michael led damages examinations at the hearing and helped secure an award of 100 cents on the dollar of the client's proposed damages model. Michael also secured for the client a full reimbursement of attorneys' fees and expenses from the opposing party.

On the defense side, Michael represented Wyle Labs, a subsidiary of KBR, in a trade-secrets case. By the end of a four-week trial, the court had struck most of the damages, and the jury had rejected the most significant remaining claims. Through post-trial briefing, Michael helped defeat some of the jury's few unfavorable findings. The case ultimately settled for a tiny fraction of the tens of millions in damages asserted – a knockout win for Wyle.

Michael has also achieved victories for both plaintiffs and defendants in class actions. He recently helped secure an eight-figure settlement for a nationwide class of hundreds of policyholders suing PHL Variable Insurance Company for breach of contract. In state court, Michael defended cybersecurity company Bitdefender in a consumer class action asserting claims under California's Unfair Competition Law. Through mediation, Michael helped negotiate a favorable pre-discovery settlement.

PRO BONO

Michael represents a putative class of disabled students and their families alleging systemic constitutional violations, as well as violations of the Individuals with Disabilities Education Act. The class seeks injunctive relief in the form of widespread reform to the educational system afforded to disabled students in Virginia. Michael argued against defendants' motion to dismiss in this case, which has garnered national media attention from the *Wall Street Journal*, *Washington Post*, *Politico*, *Associated Press*, and others. [Read more.](#)

BACKGROUND

Michael joined Susman Godfrey after clerking for Judge Gerald Tjoflat on the U.S. Court of Appeals for the Eleventh Circuit. He received his law degree from Duke University School of Law and his undergraduate degree from the Marriott School of Business at Brigham Young University where he studied accounting and later became a Certified Public Accountant.

Before law school, Michael worked in Washington, D.C. as a legislative aide for the Ranking Member of the Senate Finance Committee, specializing in tax, banking, and financial policy.

Notable Representations

Contract Disputes

- **Confidential Arbitration.** Obtained an award of hundreds of millions of dollars in connection with fraud and breach-of-contract claims. The arbitration proceeded from demand to hearing in just 60 days, during which Michael took and defended several depositions, coordinated expert reports and discovery, and examined several witnesses at the hearing, with emphasis on damages issues. In the tribunal's award, the arbitrator fully adopted the client's damages model, awarding 100 cents on the dollar.
- ***Chevron v. California Resources Corp.*** Served as counsel for American multinational energy corporation, Chevron, in a complex contractual dispute regarding oil production and gas balancing. Prior to arbitration, Michael helped achieve a business solution to the dispute on favorable terms for Chevron.

Insurance and Annuities

- ***Advance Trust & Life Escrow Servs, LTA et al. v. PHL Variable Ins. Co., (S.D.N.Y.)*** Represented plaintiffs asserting breach-of-contract claims stemming from PHL Variable Insurance Company's unlawful cost of insurance rate increases imposed on plaintiffs' universal life insurance policies. After fully briefing the motion for class certification and starting

summary judgment briefing, the parties agreed to an eight-figure settlement for the class.

- ***Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of N.Y. (S.D.N.Y.)*** Represents a certified class of hundreds of policyholders in an action against Lincoln National's New York affiliate, Lincoln Life & Annuity Co. of New York. The court has granted class certification.
- ***TVPX ARS Inc. v. Lincoln Nat'l Ins. Co.(E.D. Pa.)*** Represents a putative class of thousands of insurance policyholders who are asserting breach-of-contract claims against Lincoln National Insurance Company, which failed to reduce cost of insurance rates to reflect improvements in mortality rates, as the contracts require. Michael led efforts to write and file class-certification and Daubert motions, both of which are currently pending decision.
- ***Iwanski v. First Penn-Pacific Life Ins. Co.(E.D. Pa.)*** Serving as counsel to plaintiffs in this matter against Lincoln National's affiliate First Penn-Pacific Life Insurance Co. Michael has led all aspects of discovery and all major briefings. The parties are awaiting the court's decision on pending class-certification and Daubert motions.
- ***Angus v. Lincoln Nat'l Life Ins. Co.(E.D.P.A.)*** Briefed the opposition to Lincoln National's motion to dismiss, which is pending decision, in this putative class action. The plaintiff is alleging breach of contract due to Lincoln's failure to lower cost of insurance rates on universal life insurance policies despite substantial improvements in Lincoln's mortality expectations.
- ***Clinton v. Security Benefit Life Ins. Co. (D. Kan.)*** Represents putative class members asserting RICO, fraud, statutory consumer-protection claims related to misrepresentations made in connection with annuity sales made to tens of thousands of contract holders.

Intellectual Property

- ***Positron v. KBRWyle(Cal. Super. Ct.)*** Defended construction company, KBR and its subsidiary Wyle Laboratories against trade secret claims. After developing legal defenses not asserted by prior counsel and trying the case to a jury verdict, the court struck nearly all plaintiff's damages and the case settled for fractions of a penny on the dollar.
- ***Finjan v. Bitdefender (N.D. Cal.)***Defended cybersecurity company, Bitdefender, in a patent infringement case. Michael argued claim construction, led all aspects of discovery, and took and defended key depositions in multiple countries. The case settled on favorable terms for Bitdefender.

Terrorism Financing

- ***King et al. v. Habib Bank Ltd. (S.D.N.Y.)*** Represents dozens of Gold Star families asserting claims associated with terrorist attacks allegedly financed and facilitated by Pakistani bank, Habib Bank Limited.
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Pro Bono

- ***C. et al. v. Fairfax County School Board et al.(E.D. Va.)*** Represents a proposed class of disabled students and their parents against the Virginia Department of Education and Fairfax County School Board for systemic constitutional violations, as well as violations of the Individuals with Disabilities Education Act. [Read more.](#)

Honors & Distinctions

- Lawdragon 500X – The Next Generation of Leading Lawyers ([2024](#), [2025](#))
- Recorder and Law.com – [Lawyer on the Fast Track](#) (2025)
- [Plaintiff's Attorney Trailblazer](#), *National Law Journal* (2023)
- [Top 40 Under 40](#), *Daily Journal*(2022)
- Finalist, [Leaders in Law Rising Star](#), *Los Angeles Business Journal* (2021)
- Duke Law Journal, Executive Editor
- Top 5 Percent of Graduating Class
- Governing Faculty Award for Excellence in Business and Finance Law
- Order of the Coif
- Dean's Award

Clerkships

Honorable Gerald B. Tjoflat, United States Court of Appeals for the Eleventh Circuit

Education

Duke University School of Law (J.D., magna cum laude, Order of the Coif, 2016)

Brigham Young University (B.S., Accounting, , 2011)

Admissions**Bar Admissions**

- California
 - New York
-

Court Admissions

- U.S. District Court for the Southern District of New York

- U.S. District Court for the Eastern District of New York
- U.S. District Court for the Central District of California
- U.S. District Court for the Northern District of California
- U.S. Court of Appeals for the Fourth Circuit

*Leadership &
Professional
Memberships*

- Certified Public Accountant



J. Craig Smyser

Associate

New York

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Overview

Craig Smyser joined Susman Godfrey after clerking for the Honorable Debra Ann Livingston of the United States Court of Appeals for the Second Circuit and for the Honorable Christopher R. Cooper of the United States District Court for the District of Columbia. Mr. Smyser graduated *cum laude* with Departmental Honors in Philosophy from Dartmouth College. He earned his J.D. *magna cum laude* from Harvard Law School, where he was a semifinalist in the Ames Moot Court competition and served as Executive Submissions Editor of the *Journal on Legislation*. Prior to law school, Mr. Smyser served as a Fulbright Teaching Fellow in Turkey and worked as a consultant for L.E.K. Consulting in New York City.

Clerkships

Honorable Christopher R. Cooper, United States District Court for the District of Columbia

Honorable Debra Ann Livingston, United States Court of Appeals for the Second Circuit

Education

Harvard Law School (J.D., magna cum laude)

Dartmouth College (B.A., Philosophy, cum laude)

Admissions

Bar Admissions

- New York
- Texas



Samir Doshi

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New York

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Overview

Since joining Susman Godfrey, Samir has represented clients in the most significant cases in the country.

LANDMARK WINS

Samir's representations include:

Serving as counsel to Everly Health in an arbitration for breach of contract and violations of the Lanham Act. After a two-week trial, the arbitrator awarded Everly \$987 million. Everly then successfully moved to confirm the arbitration award in the United States District Court for the District of Delaware, notwithstanding an opposing motion to vacate. The Court confirmed the award in a judgment valued at over \$1.03 billion. Read more in [*Reuters*](#), the [*Chicago Tribune*](#), and [*Law360*](#) (subscription required).

Representing Dutch telecommunications company Koninklijke KPN N.V. (KPN) in a breach of contract dispute against Samsung Electronics Co. After a week-long trial, the jury awarded KPN \$341 million in damages. When Samsung attempted to remove the case to federal court post-trial, Samir led KPN's remand briefing in E.D. Tex., filing an opposition brief in just days and then arguing two of the three main issues to the court. Samir prevailed and the case was summarily remanded. The jury verdict for KPN has been covered in [*Texas Lawyer*](#), [*Bloomberg Law*](#), and [*World IP Review*](#). Read more.

Representing a certified class of plaintiffs in *In re: National Football League's Sunday Ticket Antitrust Litigation*, Susman Godfrey served as trial counsel in an antitrust action against the National Football League and its 32 teams. After a three-week trial, the jury awarded plaintiffs more than \$4.7 billion in damages before trebling. The trial court vacated the verdict on a post-trial motion, while leaving untouched the jury's determination that the NFL violated the Sherman Act. The case is on appeal to the Ninth Circuit. Read more in [*Fortune*](#), [*ESPN*](#), [*Reuters*](#), and [*CNN*](#).

Samir's clients have also included multiple leading pharmaceutical companies, multiple Fortune 500 companies, and a leading academic research institution—covering intellectual property, patent, financial, and complex commercial issues.

BACKGROUND

Samir joined Susman Godfrey after clerking at all three levels of the federal judiciary, most recently for Chief Justice of the United States, John G. Roberts, Jr., and previously for Judge Raymond J. Lohier, Jr. of the United States Court of Appeals for the Second Circuit, and Judge Randolph D. Moss of the United States District Court for the District of Columbia. Samir also served as a Bristow Fellow in the Office of the Solicitor General at the United States Department of Justice, where he assisted in the briefing and preparation of argument for matters on behalf of the federal government in the U.S. Supreme Court.

Samir is a graduate of the Yale Law School, where he received the Thurman Arnold Prize, Potter Stewart Prize, William E. Miller Prize, and John Fletcher Caskey Prize. Samir was also selected as a Coker Fellow in Contracts, served as Notes and Comments editor on the *Yale Law Journal*, and served as co-President of the Trial Advocacy Team. Samir received his B.A., *magna cum laude*, Phi Beta Kappa, with distinction in all subjects from Cornell University, where he was elected commencement speaker for the Government Department and received an "All American" award from the American Mock Trial Association.

Samir has published in the Harvard Law School Forum for Corporate Governance, and, prior to law school, worked as management consultant at McKinsey & Company.

Honors & Distinctions

- One to Watch, Commercial Litigation *Best Lawyers* (2026 Woodward White, Inc.)
- Rising Star of the Plaintiffs' Bar, *National Law Journal's* Elite Trial Lawyers (2025)

Clerkships

Chief Justice John G. Roberts, Jr., Supreme Court of the United States

Honorable Raymond J. Lohier, Jr., United States Court of Appeals for the Second Circuit

Honorable Randolph D. Moss, United States District Court for the District of Columbia

Education

Yale Law School (J.D.,)

- Notes and Comments Editor, *Yale Law Journal*
- Thurman Arnold Prize
- Potter Stewart Prize
- William E. Miller Prize
- John Fletcher Caskey Prize
- Coker Fellow, Contracts

Cornell University (B.A., magna cum laude, with distinction in all subjects)

- Phi Beta Kappa
- All American award, American Mock Trial Association

Admissions

Bar Admissions

- New York
-

Court Admissions

- U.S. Court of Appeals for the Fourth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Eastern District of Texas
- U.S. District Court for the Southern District of New York
- U.S. District Court for the Eastern District of New York
- U.S. District Court for the Northern District of New York