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 8 Computer Inc.

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11  
 12 JOSEPH CARLOTTI, individually and on  
 13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 ASUS COMPUTER INTERNATIONAL;  
 17 ASUSTEK COMPUTER INC., and DOES 1-  
 50,

18 Defendants.

CASE NO. 18-CV-03369-DMR

**DECLARATION OF LUANNE  
 SACKS IN SUPPORT OF PLAINTIFF'S  
 MOTION FOR APPROVAL OF CLASS  
 SETTLEMENT**

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**DECLARATION OF LUANNE SACKS IN SUPPORT OF PLAINTIFF’S MOTION FOR APPROVAL OF CLASS SETTLEMENT**

I, Luanne Sacks, declare as follows:

1. I am an attorney at law duly licensed to practice before the Courts of California, including this Court. I am over the age of 18 and am not a party to this litigation. I am a co-founding and named partner of the law firm Sacks, Ricketts & Case LLP (“SRC”), counsel of record for Defendants ASUS Computer International (“ACI”) and ASUSTeK Computer Inc. (“ASUSTeK”) (collectively, “ASUS” or “Defendants”) in the action entitled *Joseph Carlotti, individually and on behalf of all others similarly situated v. ASUS Computer International, ASUSTeK Computer Inc., and Does 1-50*, Case No. 18-CV-03369-DMR (the “Litigation”).<sup>1</sup> I have personal knowledge of the facts set forth below except as to those facts set forth upon information and belief. As to those facts, I believe them to be true. If called as a witness, I would and could testify competently to the facts set forth below. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

2. I graduated from the University of Pennsylvania with a B.A. in 1982 and from the University of Pennsylvania Law School with a J.D. in 1985. I have more than 30 years of class action litigation experience and have defended more than 150 class actions. As in the present case, many of these cases were consumer class actions.

3. I have been practicing at SRC since its inception in June 2013. Attached hereto as **Exhibit 1** is a true and correct copy of a summary biography describing my relevant experience.

4. Immediately prior to founding SRC, I was a partner of the law firm of DLA Piper LLP (US) (“DLA Piper”), where I served as co-chair of DLA Piper’s Class Action Practice Group.

5. I am lead counsel for ASUS in the Litigation, particularly as to matters of overall strategy, case evaluation, class certification, and settlement negotiations.

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<sup>1</sup> The capitalized terms used in this Declaration have the same definitions as those terms in the Class Action Settlement Agreement (the “Settlement Agreement”), which is attached as Exhibit 1 to the Declaration of Adam Gutride filed in support of Plaintiff’s Motion for Approval of Class Settlement (“Preliminary Approval Motion”).

1           6.       Based on my vast experience with similar consumer class actions, I believe that  
2 the Settlement is fair, adequate, reasonable, and appropriate. As discussed more fully below, this  
3 conclusion is based on what I have learned regarding the strengths and weaknesses of Plaintiff’s  
4 claims on his own behalf and on behalf of the proposed class; ASUS’s defenses; facts learned in  
5 the Litigation during the substantial discovery conducted; and my knowledge of the law related to  
6 the issues raised in the Litigation.

7                                 **BACKGROUND OF THE LITIGATION**

8           7.       ACI offers consumer hardware and consumer electronics products for sale in the  
9 United States, including laptop computers, primarily through distributors and retailers. ASUSTeK  
10 outsources the manufacturing of laptop computers.

11           8.       Plaintiff’s allegations against ASUS in the Litigation are set forth in the Class  
12 Action Complaint filed May 4, 2018 (“Complaint”) in the Superior Court of California for the  
13 County of Alameda. [Dkt. 1]. The Complaint asserts claims for: (a) breach of express warranty;  
14 (b) breach of implied warranty; (c) violation of the Magnuson-Moss Warranty Act; (d) deceit and  
15 fraudulent concealment; (e) unjust enrichment; (f) violations of the California Consumer Legal  
16 Remedies Act, Civil Code § 1750, *et seq.*; (g) false advertising under Bus. and Prof. Code §  
17 17500, *et seq.*; and (h) unfair business practices under Bus. and Prof. Code § 17200, *et seq.*

18           9.       Plaintiff asserts that the ASUS Rog Strix GL502VS and Rog Strix GL502VSK  
19 laptops (“Laptops”) suffered from two defects: (1) the Laptops’ power supply unit did not provide  
20 sufficient power to the Laptop such that the Laptop’s battery drained during use even when the  
21 Laptop was plugged into an electrical outlet; the Laptop experienced reductions in computational  
22 performance when it was low on battery power or when the battery was removed, even when the  
23 Laptop was connected to an electrical outlet; and there was accelerated degradation of the  
24 Laptop’s battery; and (2) the Laptop’s cooling system inadequately dissipated heat generated by  
25 the Laptop during computationally demanding tasks such that the Laptop became hot to the touch  
26 during use. The Parties dispute, among other things, whether that advertising of the Laptops was  
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1 truthful and not misleading and whether the Laptops suffered from the alleged defects. ASUS  
2 denies that it engaged in any wrongful conduct.

3 10. Plaintiff asserts these claims on behalf of himself and on behalf of a putative class  
4 defined as: “All persons in the United States who purchased one or more ASUS GL502VS or  
5 GL502VSK laptops” and a putative California Subclass defined as: “All members of the Class  
6 who made their purchase in California.” [Dkt. 1 ¶ 83].

7 11. ACI answered the Complaint on June 6, 2018, denying Plaintiff’s allegations and  
8 setting forth various affirmative defenses.

9 12. On June 7, 2018, ACI removed the Litigation to this Court.

10 13. On February 27, 2018, Plaintiff served the Complaint on ASUSTeK. In light of the  
11 Settlement, the Parties agreed to extend ASUSTeK’s deadline to respond to the Complaint.

12 14. The Parties engaged in significant discovery. ASUS deposed Plaintiff, responded  
13 to Plaintiff’s interrogatories and document requests, and produced hundreds of pages of  
14 documents. Plaintiff also produced documents regarding the purchase of Plaintiff’s laptop.

15 15. Immediately prior to the Settlement, the Parties were in the process of scheduling  
16 the deposition of ACI’s Rule 30(b)(6) witness.

17 16. SRC, on ASUS’s behalf, investigated Plaintiff’s claims and interviewed relevant  
18 witnesses and reviewed numerous documents. Accordingly, SRC, on ASUS’s behalf, has been  
19 able to fully assess the relative strengths and weaknesses of Plaintiff’s claims and ASUS’s  
20 defenses and to compare the benefits of the proposed Settlement against the costs and risks of  
21 further protracted litigation and potential appeals.

### 22 SETTLEMENT NEGOTIATIONS

23 17. On March 19, 2019, the Parties participated in a full-day mediation before private  
24 mediator Martin Quinn, Esq. In advance of the mediation, ASUS provided additional documents  
25 and information to Plaintiff and the Parties, who had already been discussing settlement,  
26 exchanged drafts of a term sheet.

1 18. At the mediation, the Parties agreed on material terms of the Settlement and  
2 executed a term sheet.

3 19. Since the mediation, the Parties finalized and executed the Settlement Agreement.

4 20. The proposed Settlement is the result of extensive, informed, arms-length, and  
5 often contentious negotiations conducted during the full-day mediation session with the assistance  
6 of Mr. Quinn.

#### 7 **THE SETTLEMENT BENEFITS**

8 21. In the Settlement Agreement, the Parties agreed, for settlement purposes only, to  
9 the conditional certification of the following Class: “All persons who purchased a new ASUS  
10 ROG Strix GL502VS or GL502VSK laptop computer in the United States from Defendants or an  
11 authorized retailer of Defendants between May 4, 2014 and the date Preliminary Approval is  
12 entered.” Excluded from the Class are: (a) Magistrate Judge Ryu and any member of her  
13 immediate family; (b) any government entity; (c) Martin Quinn and any member of his immediate  
14 family; (d) Defendants; (e) any entity in which Defendants have a controlling interest; (f) any of  
15 Defendants’ parents, affiliates, and officers, directors, employees, legal representatives, heirs,  
16 successors, or assigns; (g) any person whose purchase of a Laptop was for resale purposes; (h)  
17 any person who timely opts out of the Settlement; (i) any person who received a full refund of a  
18 Laptop’s entire purchase price from ASUS or a retailer in connection with the Power Defect,  
19 Overheating Issue, or heat-related issues alleged in the Lawsuit; (j) any person who received a  
20 replacement Laptop that did not suffer from the Power Defect or Overheating Issue; (k) any  
21 person who signed a release regarding their Laptop; and (l) all persons who file a timely request  
22 for exclusion from the Class.

23 22. ASUS estimates that there are approximately 24,000 Class Members.

24 23. As part of the Settlement, ASUS has agreed to extend the warranty on all ASUS  
25 Rog Strix GL502VS laptops to cover Qualifying Repairs until the latest of: (i) three years from  
26 the date of purchase; (ii) 90 days from Final Approval; or (iii) 180 days from the date of a prior  
27 replacement of the internal power supply and/or power adaptor by ASUS. Qualifying Repairs are  
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1 those necessary to resolve the Power Defect. Each Class Member who purchased an ASUS Rog  
2 Strix GL502VS laptop is entitled to use the Extended Warranty regardless of whether the Class  
3 Member files a Claim for a Settlement Benefit. The entire cost of such Qualifying Repairs,  
4 including all costs associated with insured shipping of such Class Members' Laptops to ASUS  
5 and the return of the Laptops to Class Members, will be borne exclusively by Defendants.

6 24. ASUS has agreed to provide additional benefits to Settlement Class Members in  
7 the form of a Cash Payment or Credit Certificate. As set forth more fully in the Settlement  
8 Agreement, there are three benefit groups. Group A members are eligible to receive a \$210  
9 Credit Certificate or \$110 Cash Payment if they submit a valid and timely Claim Form; Group B  
10 members will automatically receive a \$210 Credit Certificate or, if they choose, a \$110 Cash  
11 Payment if they submit a valid and timely Claim Form; and Group C members will receive a  
12 \$105 Credit Certificate or a \$55 Cash Payment if they submit a valid and timely Claim Form.

13 25. Based on my experience with similar class actions and my knowledge of the  
14 specific facts of this Litigation, and taking into account the sharply contested issues, the expense  
15 and time necessary to pursue the Litigation through trial and potential appeals, and the risks and  
16 costs of further prosecution of the Litigation, the Settlement is fair, reasonable, adequate, and in  
17 the best interests of the Class Members.

18 **THE UNCERTAINTY OF CONTINUED LITIGATION FAVORS SETTLEMENT**

19 26. The Parties strongly disagree regarding the merits of their respective claims and  
20 defenses and there is substantial uncertainty concerning the ultimate outcome, including whether  
21 Plaintiff would prevail on the merits of his claims or that the Litigation would be certified as a  
22 class and allowed to proceed as a class action.

23 27. In the absence of settlement, ASUS intends to challenge, among other things,  
24 Plaintiff's ability to prevail on the merits of his claims and would oppose any motion for class  
25 certification.

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1           28.     Nonetheless, ASUS recognizes the expense and time necessary to defend the  
2     Litigation through trial and to pursue potential appeals and the risks and costs of such continued  
3     protracted litigation and accordingly agreed to the Settlement.

4           29.     The Settlement is structured to impose all reasonable notice and administrative  
5     cost burdens on ASUS, which administrative costs ASUS estimates to be at least \$137,000.

6           30.     The Settlement is also structured so that any attorneys’ fees awarded to Class  
7     Counsel and incentive award to Plaintiff will not reduce the settlement benefits to be received by  
8     the Settlement Class Members.

9           I declare under penalty of perjury that the foregoing is true and correct to the best of my  
10    knowledge, information, and belief this July 22, 2019, in San Francisco, California.

11                           *s/Luanne Sacks*  
12                           Luanne Sacks

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# **EXHIBIT 1**





## **Luanne Sacks**

### ***Co-Founding Partner***

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Office: 1-415-549-0581

Mobile: 1-415-518-3391

**Luanne Sacks** is a co-founding partner of Sacks, Ricketts & Case LLP. She concentrates her practice on antitrust and consumer and employment class action defense. In her 30 years of practice, Luanne has handled more than 200 consumer and employment class actions.

Luanne is a skilled trial lawyer and has also handled diverse, complex commercial litigation matters. Luanne provides both litigation and counseling services to clients in many industries, including computer hardware and software, consumer retail sales, franchise, food/restaurant, manufacturing, medical devices, and technology. She has also advised and represented financial institutions and consulting companies regarding due diligence, mergers and acquisitions, and privacy matters. Further, she has provided class action avoidance counseling in connection with the recall of tainted foods and defective consumer products.

The respected research publication *Legal 500* recommends Luanne, noting that she is regarded as an “accomplished lawyer” for class action cases. Luanne has been included in the list of Northern California Super Lawyers in every year since 2005 as the result of a joint research project conducted by *Law & Politics* and *San Francisco* magazines. She was also listed in *The Best Lawyers in America* from 2007 to 2009 and again from 2012-2015, was included in the list of Top Lawyers of San Francisco in 2015, was named as part of the Top Women Attorneys in Northern California by the San Francisco Magazine in December 2015, was named a 2015 AV Preeminent Attorney, and is a Martindale-Hubbell Top Rated Lawyer in the categories of San Francisco Women (March 2015) and Litigation (February 2015).

Prior to founding Sacks, Ricketts & Case LLP, Luanne was the most senior woman partner in the San Francisco office of DLA Piper LLP (US). Luanne served as co-chair of DLA Piper’s Class Action practice and was head of Litigation for DLA Piper’s Northern California offices from 2005 to 2007. Luanne previously served as vice chair of the Insurance Industry Committee of the ABA Section of Antitrust Law for 2005 and 2006 and is currently a member of the San Francisco Bar Association’s Cy Pres Committee.

## **Representative Matters**

- Representation of national franchisor in California wage and hour class action. Success on motion for summary judgment on joint employer, agency, and vicarious liability claims.
- Representation of national franchisor in the settlement of multiple consumer class actions alleging unlawful business practices, breach of the covenant of good faith and fair dealing, and unjust enrichment.
- Representation of national franchisor in the settlement of multiple California wage and hour class actions.
- Representation of private equity firm in Pennsylvania state court. Secured dismissal after success on preliminary objections.
- Representation of national franchisor in securing voluntary dismissals on varying claims in numerous individual actions across the country.
- Representation of numerous restaurant franchise companies in settlements of California wage and hour class actions.
- Representation of national franchisor in class action alleging violation of the Telephone Consumer Protection Act. Success on motion to dismiss and then secured voluntary dismissal after filing a second motion to dismiss on the amended pleading.
- Representation of Las Vegas restaurant in Nevada wage and hour class action. Succeeded on two motions to dismiss.
- Representation of identity theft protection company in numerous class actions alleging varying claims including violation of California's Automatic Renewal Law and the Telephone Consumer Protect Act. Negotiated favorable settlements.
- Representation of internet technology company in multiple consumer class actions. Obtained successes at the pleading stage.
- Representation of technology product development company in multiple nationwide consumer class actions involving allegations of fraud, breach of warranty, unfair competition, fraud, and others.
- Representation of group of transportation service companies in a class action alleging violation of wage and hour laws under the Fair Labor Standards Act (FLSA). Succeeded on a motion to dismiss the complaint in its entirety.
- Representation of proxy advisory firm. Obtained clause construction award in AAA arbitration proceedings precluding the plaintiff from pursuing class-wide relief in a putative class action alleging misclassification of employees.
- Representation of restaurant franchise company seeking affirmance of trial court order denying class certification in employee misclassification case. Appellate Court affirmed trial court decision in all respects.
- Representation of video-game hardware and software distributor in numerous nationwide class actions regarding software updates, Terms of Service, and video game consoles.

Matters favorably resolved through settlement, stipulated dismissal, or court grants of motions to dismiss.

- Representation of client in nationwide class action concerning long-term care insurance. Obtained court order denying class certification.
- Representation of computer hardware manufacturer in class action alleging deceptive advertising and breach of express warranty claims. Secured dismissal of class action complaint at the pleading stage.
- Representation of software developer-distributor in a class action alleging violation of securities laws and breach of contractual and fiduciary duties. Secured dismissal of all claims.
- Representation of software developer-distributor against class action allegations. Secured reversal by the California Court of Appeal 4th District of order certifying a nationwide class action.
- Representation of distributors and manufacturers of computer hardware and software products, electronic game consoles, and home theater components in multiple nationwide and California class actions involving breach of warranty, Consumers Legal Remedies Act (CLRA), and Unfair Competition Law (UCL) claims.
- Representation of major domestic telecommunications company in class action involving allegations of product defect and unfair business practices.
- Representation of numerous clients in multiple “private attorney general” representative and class actions alleging consumer fraud in sales of life insurance products.
- Representation of glass manufacturer against alleged violations of federal and state energy regulations and antitrust claims.
- Representation of telecommunications provider against price fixing and market allocation antitrust claims in Nevada state court.
- Representation of manufacturer of steel processing equipment against claims of breach of warranty, fraud, and product defects in federal court in Illinois. Obtained summary judgment decision.
- Representation of client in Arizona state court in a shareholder action challenging a company’s acquisition of another publicly traded entity. Won on a directed verdict.
- Representation of real estate partner in partnership dispute. Achieved successful result in San Francisco Superior Court after 2 week bench trial.

### **Reported Decisions**

- *Vann v. Massage Envy Franchising LLC*, No. 13-CV-2221-BEN WVG, 2015 WL 74139 (S.D. Cal. Jan. 6, 2015) (success at summary judgment).
- *In re Sony PS3 Other OS Litig.*, 551 F. App’x 916 (9th Cir. 2014) (affirming, in part, motion to dismiss).
- *Garcia v. Sony Computer Entertainment America LLC and Activision Blizzard, Inc.*, No. C 11-02246 RS, — F. Supp. 2d —, 2012 WL 1610615 (N.D. Cal. May 8, 2012) and *Garcia*

*v. Sony Computer Entertainment America LLC*, No. C 11-02246 RS, 2011 WL 7809556 (N.D. Cal. Sept. 19, 2011) (order of dismissal and judgment as a result of two successful motions to dismiss in a nationwide class action).

- *Fineman v. Sony Network Entertainment International LLC*, No. C 11-05680 SI, 2012 WL 424563 (N.D. Cal. Feb. 9, 2012) (granting motion to dismiss).
- *Sony PS3 Other OS Litigation*, No. C-10-1811 RS (EMC), 2011 WL 672637 (N.D. Cal. Feb. 17, 2011) (granting motion to dismiss).
- *Lizarraga, et al. v. CBC Restaurant Corp.*, Case No. G043743, 4th Appellate District, California (2011) (appellate court affirmed trial court decision in all respects).
- *Dodd-Owens v. Kyphon Inc.*, No. C 06-3988 (JF), 2007 WL 3010560 (N.D. Cal. Oct. 12, 2007) (granting motion to strike class allegations).
- *Hoey v. Sony Electronics Inc.*, No. C-07-02106 (RMW), — F. Supp. 2d —, 2007 WL 2972915 (N.D. Cal. Oct. 10, 2007) (granting motion to dismiss class action complaint).
- *Dodd-Owens v. Kyphon Inc.*, No. C 06-3988 (JF), 2007 WL 1670338 (N.D. January 2012 Cal. Jun. 6, 2007) (granting motion to dismiss class FEHA claims with prejudice).
- *Arabian v. Sony Electronics Inc.*, No. 05-CV-1741 (WQH), 2007 WL 627977 (S.D. Cal. Feb. 22, 2007) (denying motion for class certification).
- *Sony Electronics Inc. v. Superior Court*, 145 Cal. App. 4th 1086 (2006) (reversal of trial court order certifying class) (depublished by 2007 Cal. LEXIS 2671).

### **Education**

- JD, University of Pennsylvania Law School
- BA, University of Pennsylvania

### **Admissions**

- California
- U.S. District Court of California (Northern, Eastern, Southern, and Central Districts)
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Supreme Court

### **Memberships**

- American Bar Association
- California Bar Association
- San Francisco Bar Association

### **Publications**

- Co-author, “The California Supreme Court Clarifies Class Certification Issues in Brinker Decision,” *DLA Piper Class Action Alert*, April 12, 2012.

- Co-author, “California Supreme Court Decision Brings Wave of Class Actions Against California Retailers,” March 2011.
- Co-author, “*In re Tobacco II*: California Supreme Court Clarifies Standing and Reliance Requirements,” DLA Piper Class Action Alert, May 21, 2009.
- “Class Certification: When, Where and How to Seek and Challenge,” *CLE International, Class Actions* 2008.
- “Certification and Settlement of Class Actions in Federal and California Courts,” *CLE International, Class Actions* 2007.
- Co-author, “Merger Trend in the Insurance Industry Heats Up,” *The Insurance Policy*, Winter 2005.
- Co-author, “UnitedHealth Announces Plan to Acquire PacifiCare – Is Another Standoff with the California Department of Insurance Brewing?,” *The Insurance Policy*, Fall 2005.
- Co-author, “California Insurance Commissioner Denies Anthem’s Application to Approve its Mergers with WellPoint – Los Angeles Superior Court to Decide if the Commissioner Reached Beyond His Legal Authority in Doing So,” *The Insurance Policy*, Fall 2004.
- “Ethical Considerations in Prosecuting and Defending 17200 Actions,” *Unfair Competition Claims 2004: California Section 17200 – Its Impact on Businesses Everywhere*.
- “Use of the Anti-SLAPP Statute to Resolve Meritless Section 17200 and 17500 Claims: Recent Developments Program Schedule and Faculty,” *Unfair Competition Claims* 2003.
- Co-author, “California High Court Opinion Frowns on Nationwide Class Actions,” *Legal Backgrounder*, June 2001.
- Co-author, “Recovery Under the Unfair Competition Act,” March 2000.
- Co-author of chapter concerning antitrust issues pertinent to insurance brokers and agents in *The Insurance Antitrust Handbook*, published in 1995 by the American Bar Association, Section of Antitrust Law, and was a member of the editorial board for the 2006 edition.

### **Media Mentions**

- “Calif. Judge Gives Final OK to \$68M LifeLock Settlement,” Law 360.com, September 20, 2016.
- “Stay Bid Fought in Monster, Best Buy HDMI False Ad Row,” Law 360.com, July 18, 2016.
- “Sony Settles PlayStation 3 Class Action,” Courthouse News Service, June 21, 2016.
- “Sony PS3 Settlement Covers Up To 10M Console Buyers,” Law 360.com, June 20, 2016.
- “Best Buy, Monster Escape Fraud Claims Over HDMI Cables,” Law 360.com, January 21, 2016.
- “Objectors Say Massage Chain Still Revoking Prepaid Rubs,” Law 360.com, June 29, 2015.

- “Calif. Massage Chain Class Wins Cert. Over Lost Rubs,” Law 360.com, April 17, 2014.
- “Leaving Big Law for Collaboration & Diversity,” Attorney of the Month, October 28, 2013.
- “Women from DLA Launch Big-Law Alternative,” The Recorder, July 9, 2013.
- “GoDaddy Escapes False Ad Suit Over ‘Free’ Registration,” Law 360.com, August 16, 2012.
- “Judge Dismisses Sony Ps3 Class Action,” 25 Westlaw Journal Software Law 8, 2012; “Judge Dismisses Sony Ps3 Class Action,” 29 Westlaw Journal Computer and Internet 3 2012,
- “Game Over For Sony PlayStation Update Action,” Law360.com, December 8, 2011.
- “Plaintiffs in Computer Memory Case Told to Forget About Class Action,” 20 Software L. Bull. 7, 2007; “Plaintiffs in Computer Memory Case Told to Forget About Class Action,” 24 Andrews Computer & Internet Litig. Rep. 8, 2007.

### **Presentations, Conferences, and Seminars**

Luanne speaks frequently on class action and unfair competition issues, as well as a variety of procedural and substantive legal matters. Most recently, Luanne was a co-presenter for The Knowledge Group’s May 2016 presentation entitled “Class Action Litigation: The Ins and Outs in 2016.”

Luanne chaired the Practicing Law Institute’s annual conference on California Unfair Competition Law from 2002 through 2004. She co-chaired CLE International’s 2008 Class Action Program and presented at its 2006 and 2007 Programs.

Some of Luanne’s notable presentations include the following:

- Co-presenter, “Consumer Privacy Class-Action Lawsuits: The New Landscape,” International Association of Privacy Professionals, June 2011.
- Presenter, “Recent Developments Concerning Group Actions,” British Institute of International and Comparative Law, 2006.
- Presenter, Consumer Class Actions, CLE Defense Symposium for In-House Counsel, 2004.
- Presenter, Consumer Class Actions, Silicon Valley Association of General Counsel Annual Meeting, 2004.
- Presenter, “Joint Ventures, Mergers, and the World Wide Web: US and EU Trade Regulation of B2B Exchanges and Internet Mergers and Acquisitions” and “The Microsoft Decision: A Vivid Reminder that Market Definition Can Make or Break Your Case,” PLI’s 22nd Annual Institute on Computer Law, 2002.

### **Professional Recognition and Awards**

- U.S. News & World Report Best Lawyers – Product Liability Litigation – Defendants – 2013-2019
- Best Lawyers in America – Best Lawyers® – 2007-2019

- The Legal Network – Top Lawyers in California – 2017
- Martindale-Hubbell® Peer Review Rating™ AV® Preeminent™ 5.0 out of 5 2015-2019
- Martindale-Hubbell Top Rated Lawyer in the categories of San Francisco Women (March 2015) and Litigation (February 2015)
- Northern California Super Lawyers – 2005-2018
- Top Women Attorneys in Northern California – San Francisco Magazine – 2015-2017
- Chambers and Partners Other Noted Practitioners – Litigation: General Commercial – California – 2017