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9 Attorneys for Defendant  
10 Massage Envy Franchising, LLC

11 UNITED STATES DISTRICT COURT  
12 SOUTHERN DISTRICT OF CALIFORNIA

13 DONNA ZIZIAN, individually and on  
14 behalf of all other similarly situated  
California Residents,

15 Plaintiff,

16 v.

17 MASSAGE ENVY FRANCHISING,  
18 LLC, a Delaware limited liability  
company,

19 Defendant.

20 MICHELE BANDELL, DAVID  
21 EIGLARSH, CHARLENE PANOS,  
22 JEANETTE RAWLS, JENNIFER  
WALKER, and ALEX ZENNARO,  
23 individually and on behalf of all others  
similarly situated,

24 Plaintiffs,

25 v.

26 MASSAGE ENVY FRANCHISING,  
27 LLC, a Delaware Limited Liability  
Company,

28 Defendant.

Case No. 3:16-cv-00783-DMS BGS  
Case No. 3:16-cv-01236-DMS-BGS

**DECLARATION OF LUANNE  
SACKS IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

1 I, Luanne Sacks, declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and  
3 before this Court. I am over the age of 18 years and am, in all respects, competent  
4 to make this Declaration. I am a co-founding and named partner of the law firm  
5 Sacks, Ricketts & Case LLP (“SRC”), counsel of record for Defendant Massage  
6 Envy Franchising, LLC (“MEF”) in the actions entitled *Donna Zizian, individually*  
7 *and on behalf of all other similarly situated California Residents v. Massage Envy*  
8 *Franchising, LLC*, Case No. 3:16-cv-00783 DMS-BGS (the “ZIZIAN ACTION”) and  
9 *Michelle Bandell, David Eiglarsh, Charlene Panos, Jeanette Rawls, Jennifer*  
10 *Walker and Alex Zennaro, individually and on behalf of all others similarly situated*  
11 *v. Massage Envy Franchising, LLC, a Delaware Limited Liability Company*, Case  
12 No. 3:16-cv-01236-DMS-BGS (the “BANDELL ACTION”), which have been  
13 consolidated solely for purposes of settlement (the “Litigation”).<sup>1</sup>

14 2. I am also counsel of record for Defendant MEF in the related action  
15 entitled *Gail Hahn, Chaille Duncan, and Alexis Hernandez, on behalf of*  
16 *themselves, individually, and all others similarly situated, v. Massage Envy*  
17 *Franchising, LLC*, Case No. 3:12-cv-00153-DMS (BGS) (the “Hahn Litigation”).

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

23  
24

25 <sup>1</sup> The capitalized terms used in this Declaration have the same definitions as those  
26 terms in the Class Action Settlement and Release (the “SETTLEMENT”), which is  
27 attached as Exhibit A to the Declaration of Joshua Eggnatz filed in support of the  
28 Motion for Preliminary Approval of Class Action Settlement (“Preliminary  
Approval Motion”).

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

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

7           6.       I am lead counsel for MEF in the Litigation and the *Hahn* Litigation,  
8 particularly as to matters of overall strategy, case evaluation, class certification and  
9 settlement negotiations.

10          7.       I have personal knowledge of the facts set forth herein and, if called  
11 upon to testify, I could and would competently testify to the following.

12          8.       In early June, 2016, MEF and Plaintiffs Donna Zizian (“Ms. Zizian”)  
13 and Michelle Bandell, David Eiglarsh, Charlene Panos, Jeanette Rawls, Jennifer  
14 Walker and Alex Zennaro (collectively, the “BANDELL PLAINTIFFS”) executed  
15 the SETTLEMENT. Ms. Zizian and the BANDELL PLAINTIFFS are collectively  
16 referred to herein as PLAINTIFFS.

17          9.       This declaration is submitted in support of PLAINTIFFS’ Preliminary  
18 Approval Motion.

19          10.       Based on my vast experience with similar consumer class actions, I  
20 believe that the SETTLEMENT is fair, adequate, reasonable, and appropriate. As  
21 discussed more fully below, this conclusion is based on what I have learned  
22 regarding the strengths and weaknesses of each of PLAINTIFFS’ respective claims  
23 on their own behalf and on behalf of the proposed classes; MEF’s defenses; facts  
24 learned in the *Hahn* Litigation during the substantial discovery conducted during  
25 the past four (4) years and in preparation of the trial in that matter; and my  
26 knowledge of the emerging law related to the issues raised in the Litigation.

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**PROCEDURAL POSTURE OF  
THE *HAHN* LITIGATION**

1  
2           11.     The *Hahn* Litigation has been pending for more than four (4) years.  
3 During that time, MEF retained three (3) experts, who issued reports and were  
4 deposed; produced more than 36,000 pages of documents; prepared seven (7)  
5 employees and officers of MEF for deposition; defended five (5) employees and  
6 officers of MEF for deposition; prepared for and took the three (3) *Hahn* Litigation  
7 Plaintiffs' depositions, two (2) expert depositions, and the deposition of Plaintiff  
8 Hahn's husband; responded and objected to extensive written discovery;  
9 propounded written discovery upon the *Hahn* Plaintiffs and reviewed their  
10 responses and objections; and participated in numerous and extensive meet and  
11 confers concerning discovery issues and disputes both amongst counsel and with  
12 Magistrate Judge Skomal's chambers.

13           12.     In addition, MEF researched and briefed its motion to dismiss;  
14 researched, briefed and argued its opposition to class certification; and researched,  
15 briefed and argued in opposition to the *Hahn* Plaintiffs' motion for partial summary  
16 judgment and its cross-motion for partial summary judgment, among other things.

17           13.     After substantial discovery and motion practice, with the assistance of  
18 Magistrate Judge Skomal, on December 3, 2014, the parties to the *Hahn* Litigation  
19 finalized and executed a formal Settlement Agreement (the "Original *Hahn*  
20 Settlement").

21           14.     On March 6, 2015, the Court preliminarily approved the Original  
22 *Hahn* Settlement. [*Hahn* Dkt. 303]. On March 29, 2016, the Court denied final  
23 approval of the Original *Hahn* Settlement without prejudice ("*Hahn* Final Approval  
24 Order"). [*Hahn* Dkt. 381].

25           15.     Thereafter, the parties to the *Hahn* Litigation reengaged in settlement  
26 discussions and agreed upon and executed an Amended Settlement Agreement (the  
27  
28

1 “*Hahn Amended Settlement*”). On June 3, 2016, the *Hahn* Plaintiffs filed a  
2 renewed motion for final approval of the *Hahn Amended Settlement*.

### 3 **PROCEDURAL POSTURE OF THE LITIGATION**

4 16. Following the Court’s March 29, 2016, denial of final approval of the  
5 Original *Hahn Settlement*, Ms. Zizian filed her Complaint on April 1, 2016,  
6 asserting causes of action for (a) breach of contract; (b) breach of the implied  
7 covenant of good faith and fair dealing; (c) violation of California’s Unfair  
8 Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*; and (d) declaratory relief.  
9 [*Zizian Dkt. 1*]. Ms. Zizian asserted these claims on behalf of herself and “all  
10 current members of a clinic or spa owned and operated by a Massage Envy  
11 Franchisee within California.” The facts and legal theories asserted in the ZIZIAN  
12 ACTION are virtually identical to those in the *Hahn Litigation*. *Compare Zizian*  
13 *Complaint [Zizian Dkt. 1]* with *Hahn Second Amended Complaint [Hahn Dkt. 294,*  
14 *Exhibit A-5]*.

15 17. On April 11, 2016, the ZIZIAN ACTION was transferred to this Court  
16 and related to the *Hahn Litigation*. [*Zizian Dkt. 3*].

17 18. In April 2016, the BANDELL PLAINTIFFS informed MEF that they  
18 intended to file a complaint to assert claims on behalf of members who, after March  
19 6, 2015, had at least one accrued but unused massage at the time of membership  
20 termination, cancellation, or non-renewal.

21 19. The BANDELL PLAINTIFFS filed their Complaint on May 23, 2016,  
22 asserting causes of action for (a) breach of the implied covenant of good faith and  
23 fair dealing; (b) unjust enrichment, and (c) declaratory relief. [*Bandell Dkt. 1*].  
24 The BANDELL PLAINTIFFS assert these claims on behalf of themselves and all  
25 persons “who were members of a clinic or spa owned and operated by a Massage  
26 Envy franchise, and who subsequently had at least one accrued unused 50-minute  
27 monthly massage expire when their membership was cancelled, terminated or not  
28 renewed and such cancellation, termination or non-renewal occurred between

1 March 7, 2015, and June 30, 2016.” The facts and legal theories asserted in the  
2 BANDELL PLAINTIFFS’ Complaint are virtually identical to those in the *Hahn*  
3 Litigation. Compare BANDELL PLAINTIFFS’ Complaint [*Bandell* Dkt. 1] with  
4 *Hahn* Second Amended Complaint [*Hahn* Dkt. 294, Exhibit A-5].

5 20. On May 27, 2016, the BANDELL ACTION was transferred to this  
6 Court and related to the *Hahn* Litigation. [Dkt. 10].

7 21. On May 31, 2016, the PARTIES filed a motion to consolidate  
8 (“Motion to Consolidate”) for settlement purposes only. [*Zizian* Dkt. 14; *Bandell*  
9 Dkt. 12].

10 22. On June 2, 2016, Ms. Zizian filed an amended class-action complaint  
11 on behalf of ACTIVE MEMBERS living anywhere in the United States. [*Zizian*  
12 Dkt. 15].

13 23. Because PLAINTIFFS’ allegations are virtually identical to those in  
14 the *Hahn* Litigation, MEF has been able to fully assess the relative strengths and  
15 weaknesses of its position and to compare the benefits of the proposed  
16 SETTLEMENT against the costs and risks of further protracted litigation and  
17 potential appeals.

### 18 SETTLEMENT NEGOTIATIONS

19 24. The PARTIES participated in several settlement negotiations and  
20 settlement conferences. I personally participated in all of these settlement sessions  
21 and negotiations.

22 25. Beginning in early April 2016, MEF’s counsel and Ms. Zizian’s  
23 counsel began to informally discuss settlement and, pursuant to a confidentiality  
24 agreement, informally exchanged information, including data regarding the  
25 ACTIVE MEMBERS (including the number of ACTIVE MEMBERS and the  
26 number of UNUTILIZED MESSAGES), all documents MEF produced in the *Hahn*  
27 Litigation, and transcripts of all depositions of MEF witnesses and experts in the  
28 *Hahn* Litigation.

1           26. Also, beginning in April 2016, MEF's counsel and counsel for the  
2 BANDELL PLAINTIFFS separately engaged in informal settlement discussions  
3 and informally exchanged information, pursuant to a separate confidentiality  
4 agreement.

5           27. On May 4, 2016, MEF and Ms. Zizian participated in a mandatory  
6 settlement conference before Magistrate Judge Skomal, as the Court had ordered,  
7 but were unable to reach a settlement. Following the May 4, 2016, settlement  
8 conference, the PARTIES continued arm's length settlement discussions and  
9 informally exchanged additional information.

10           28. On May 12, 2016, all of the PARTIES, including counsel for the  
11 BANDELL PLAINTIFFS, participated in a second (telephonic) settlement  
12 conference with Magistrate Judge Skomal. Although the PARTIES discussed an  
13 overall settlement structure, no settlement was reached during the May 12, 2016,  
14 settlement conference. Thereafter, the PARTIES continued to informally exchange  
15 information and continued separate arm's length settlement discussions, resulting in  
16 the PARTIES negotiating and agreeing upon two separate term sheets: one between  
17 MEF and Ms. Zizian on behalf of herself and the ACTIVE MEMBERS and a  
18 second between MEF and the BANDELL PLAINTIFFS on behalf of themselves  
19 and the CANCELLED MEMBERS.

20           29. Before the PARTIES discussed any attorneys' fees to be requested by  
21 CLASS COUNSEL, PLAINTIFFS independently negotiated their claims with the  
22 benefit of the same written discovery, depositions, and expert discovery elicited  
23 over four (4) years of litigation in the *Hahn* Litigation.

24           30. Ms. Zizian and MEF executed a term sheet on May 19, 2016. The  
25 BANDELL PLAINTIFFS and MEF separately finalized a term sheet on the  
26 morning of May 20, 2016, before a further settlement conference, with MEF and  
27 some of the BANDELL PLAINTIFFS executing the term sheet that same morning.  
28 All of the BANDELL PLAINTIFFS thereafter executed the term sheet.





1 specific provisions of the template Wellness Agreement, Cancellation Form, and  
2 Talking Points that were fully-launched on March 16, 2016.

3 37. Based on my experience with similar class actions and my knowledge  
4 of the specific facts of this Litigation, and taking into account the sharply contested  
5 issues, the expense and time necessary to pursue the Litigation through trial and  
6 potential appeals, and the risks and costs of further prosecution of the Litigation, I  
7 believe that the SETTLEMENT is fair, reasonable, adequate, and in the best  
8 interests of the CLASS MEMBERS.

9 **THE UNCERTAINTY OF CONTINUED**  
10 **LITIGATION FAVORS SETTLEMENT**

11 38. The PARTIES strongly disagree regarding the merits of their  
12 respective claims and defenses and there is substantial uncertainty concerning the  
13 ultimate outcome, including whether PLAINTIFFS would prevail on the merits of  
14 their claims or that the Litigation would be certified as a class and allowed to  
15 proceed as a class action.

16 39. In the absence of settlement, MEF would challenge, among other  
17 things, the ACTIVE PLAINTIFFS' standing, PLAINTIFFS' ability to prevail on  
18 the merits of their claims and would oppose any motion for class certification filed  
19 by PLAINTIFFS.

20 40. Nonetheless, MEF recognizes the expense and time necessary to  
21 defend the Litigation through trial and to pursue potential appeals, and the risks and  
22 costs of such continued protracted litigation and accordingly agreed to the  
23 SETTLEMENT.

24 **CLASS NOTICE AND REINSTATEMENT PROCEDURE**

25 41. The PARTIES have agreed upon the very same notice, exclusion, and  
26 objection plan that the Court previously approved and concluded satisfied due  
27 process in the *Hahn* Litigation. (*Hahn* Final Approval Order; May 22, 2014, Order  
28 Re: Class Action Notice [Dkt. 168].) The PARTIES also have agreed to use data

1 from the Millennium Central Office Database, which the Court previously found  
2 provides a reliable source of information, for purposes of distributing class notice to  
3 CLASS MEMBERS. (April 15, 2014, Class Certification Order [Dkt. 160], pp. 16,  
4 22.)

5 42. The reinstatement request procedure for CANCELLED MEMBERS is  
6 identical to that proposed and that the Court approved in the *Hahn* Litigation and is  
7 intended to allow MEF to advise each of the CANCELLED MEMBERS' HOME  
8 CLINICS of the identity of CANCELLED MEMBERS who have requested  
9 reinstatement and the number of reinstated massages at each HOME CLINIC so the  
10 franchisees may make any necessary staffing accommodations. CANCELLED  
11 MEMBERS will be provided a Unique ID Code as part of the notice process to use  
12 when submitting their REINSTATEMENT REQUESTS to prevent confusion  
13 among individuals with similar names, to deter fraudulent submissions and to allow  
14 CANCELLED MEMBERS to designate a new HOME CLINIC if they have moved  
15 more than 25 miles from their HOME CLINIC since membership cancellation,  
16 nonrenewal, or termination.

17 43. The SETTLEMENT is structured to impose all reasonable notice and  
18 administrative cost burdens on MEF, which administrative costs MEF estimates to  
19 be at least \$650,000.

20 I declare under penalty of perjury that the foregoing is true and correct to the  
21 best of my knowledge, information, and belief this June 3rd, 2016, in San  
22 Francisco, California.

23 *s/Luanne Sacks*  
24 \_\_\_\_\_  
25 Luanne Sacks  
26  
27  
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# EXHIBIT 1



## Luanne Sacks

*Co-Founding Partner*

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### **Education:**

JD, University of Pennsylvania Law School

BA, University of Pennsylvania

### **Admissions:**

California

### **Biography**

Luanne Sacks concentrates in consumer and employment class action defense. She is also a skilled trial lawyer and has handled diverse complex commercial litigation matters. Ms. Sacks provides both litigation and counseling services to clients in many industries, including computer hardware and software, consumer retail sales, franchise, food/restaurant, medical devices, manufacturing, and technology. She has also advised and represented financial institutions and consulting companies regarding litigation matters related to mergers and acquisitions and privacy matters.

She has also provided class action avoidance counseling in connection with recall of tainted foods and defective consumer products. Ms. Sacks previously served as co-chair of DLA Piper's Class Action practice and served as vice chair of the Insurance Industry Committee of the ABA Section of Antitrust Law for 2005 and 2006. From 2005 to 2007, she was head of Litigation for DLA Piper's Northern California offices. Currently, she is a member of the San Francisco Bar Association's Cy Pres Committee.

The respected research publication Legal 500 recommends Ms. Sacks, noting that she is regarded as an "accomplished lawyer" for class action cases. Ms. Sacks has been named a Northern

California Super Lawyer in every year since 2005 as the result of a joint research project conducted by Law & Politics and San Francisco magazines. She has also been listed in The Best Lawyers in America from 2007 to 2009 and again from 2012 to 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, and 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).

### Representative Matters

- Representation of an identity-theft protection company in the settlement of a nationwide consumer class action alleging fraud and misrepresentation.
- Representation of a group of transportation service companies in a class action alleging violation of wage and hour laws under the Fair Labor Standards Act (FLSA). DLA Piper achieved a significant victory by winning a motion to dismiss the complaint in its entirety.
- Representation of a proxy advisory firm and obtained clause construction award in AAA arbitration proceedings precluding the plaintiff from pursuing classwide 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 a video-game hardware and software distributor in nationwide class actions alleging that a software update improperly disengaged features on video game consoles. Court granted motion to dismiss with prejudice and entered judgment for defendant.
- Representation of a video-game hardware and software distributor in consolidated nationwide class actions alleging that software updates caused video game consoles to experience playback issues. Settlement entered on individual plaintiff basis.
- Defended nationwide class action concerning long-term care insurance. Class certification denied.
- Secured dismissal at the pleading stage of class action complaint against computer hardware manufacturer on deceptive advertising and breach of express warranty claims.
- Secured dismissal at pleading stage of class action against insurance company based on failure to exhaust administrative remedies.
- Secured dismissal of claims against software developer-distributor in a class action alleging violation of securities laws and breach of contractual and fiduciary duties.
- Secured reversal by the California Court of Appeal 4th District of order certifying a nationwide class action in *Hapner v Sony Electronics Inc.*
- Multiple nationwide and California class actions involving breach of warranty, Consumers Legal Remedies Act (CLRA), and Unfair Competition Law (UCL) claims against distributors and manufacturers of computer hardware and software products, electronic game consoles, and home theater components.
- Class and representative actions alleging various violations of the UCL and of California Proposition 65 related to the use of mercury in dental amalgam.

- Class action involving allegations of product defect and unfair business practices against a major domestic telecommunications company.
- Class actions involving alleged violations of federal and state employment laws, including wage and hour, misclassification, discrimination, and harassment claims.
- Multiple “private attorney general” representative and class actions alleging consumer fraud in sales of life insurance products.
- Defended alleged violations of federal and state energy regulations and antitrust claims against a glass manufacturer.
- Price fixing and market allocation antitrust claims in Nevada state court against a telecommunications provider.
- Obtained summary judgment on behalf of a manufacturer of steel processing equipment against claims of breach of warranty, fraud, and product defects in federal court in Illinois.
- Won a directed verdict in Arizona state court in a shareholder action challenging a company’s acquisition of another publicly traded entity.
- Secured dismissal at the pleading stage of federal price fixing and market allocation antitrust claims against members of the bicycling industry.
- Obtained summary judgment against claims of federal and state law price fixing and group boycott in an action in federal court in California against a member of the life insurance industry.
- Recently achieved successful result in San Francisco Superior Court in real estate partnership dispute after 2 week bench trial.

#### Recent Reported Decisions

- *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 DLA Piper | 10 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)

#### 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 a 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

- Ms. Sacks is mentioned as counsel for Sony in "[Game Over For Sony PlayStation Update Action](#)," *Law360.com* (December 8, 2011)

#### Seminars

Ms. Sacks speaks frequently on class action and unfair competition issues, as well as a variety of procedural and substantive legal matters. She chaired the Practising 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. In June 2011, Ms. Sacks co-presented to the International Association of Privacy Professionals on "Consumer Privacy Class-Action Lawsuits "The New Landscape". She presented at the British Institute of International and Comparative Law on "Recent Developments Concerning Group Actions," on consumer class actions at the CLE Defense Symposium for In-House Counsel in 2004, and at the 2004 Silicon Valley Association of General Counsel Annual Meeting. Ms. Sacks also presented on unfair competition law at the 2001 California State Bar Annual Meeting. She spoke on antitrust issues at PLI's 22nd Annual Institute on Computer Law and presented two related publications: "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."

#### Professional Recognition and Awards

- Best Lawyers in America – Best Lawyers® – 2014, 2016
- Northern California Super Lawyers – 2005-2015
- Top Women Attorneys in Northern California – San Francisco Magazine – 2015
- U.S. News & World Report Best Lawyers – Product Liability Litigation – Defendants – 2015