



KRIS MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
State Government Division

WRITTEN DETERMINATION PURSUANT TO A.R.S. § 41-4802

This written determination is made by the Arizona Attorney General in accordance with A.R.S. § 41-4802. The Arizona Attorney General has determined that it would be cost effective and in the public interest to engage a private law firm to assist with the Office's litigation [REDACTED]

[REDACTED] Pursuant to § 41-4802(B), the Attorney General previously issued a request for proposals and hereby selects Grant & Eisenhofer P.A., pursuant to the standard contingency fee contract, AG19-0030-003. The Attorney General finds as follows.

1. There currently does not exist sufficient and appropriate legal resources within the Attorney General's Office to handle the matter without additional assistance;
2. The time and labor required to perform the necessary legal tasks exceeds or likely will soon exceed the current capacity of the Attorney General's Office without at least some additional assistance;
3. Individual attorneys within the Attorney General's Office possess the skill necessary to properly initiate and oversee this matter, but given the novelty, complexity, and difficulty of the issues and the stakes of currently pending litigation and possible future related litigation, the Office would greatly benefit from the expertise offered by Grant & Eisenhofer P.A. as co-counsel of record;
4. The geographic area where the private attorney services are to be provided is primarily in the State of Arizona, although the conduct at issue involves in no small part other jurisdictions and will require significant out-of-state action related to other pending state and multi-district litigation and possible future related litigation;
5. The Attorney General has determined that the attorneys of Grant & Eisenhofer P.A. have substantial complex litigation experience in similar contexts, as well as extensive experience and familiarity with high stakes litigation, trial practice, and appellate litigation at the highest levels.
6. The primary purpose of Grant & Eisenhofer P.A. representation will be to enforce all applicable legal authority for liability and remedies available to the State, and obtain damages, costs of suit and investigation, attorney's fees, and any other appropriate and available remedies and relief.


Kris Mayes
Attorney General

2/19/2024
Date



KRIS MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
State Government Division

VANESSA HICKMAN
DIVISION CHIEF COUNSEL

February 9, 2024

Via U.S. Mail and E-Mail

Jay W. Eisenhofer
Managing Director
Grant & Eisenhofer P.A.
485 Lexington Ave
New York, NY 10017
646-722-8505
jeisenhofer@gelaw.com

Re: Appointment as Outside Co-Counsel

Dear Mr. Eisenhofer:

Pursuant to the standard contingency fee contract, AG19-0030-003, for outside counsel services in connection with civil actions between your firm and the State of Arizona ("Arizona" or "the State"), we are retaining your firm. Your representation will be to assist the Arizona Attorney General's Office with the [REDACTED]

[REDACTED]. The primary purpose of this representation, pursuant to the contingency fee contract, will be to enforce all applicable legal authority supporting liability and remedies available to the State, and obtain damages, costs of suit and investigation, attorney's fees, and any other appropriate and available remedies and relief under Arizona law in Arizona state court and, if necessary, bankruptcy court.

The effective date of appointment is February 12, 2024. If there is any reason you are unable to provide legal services in connection with this matter pursuant to the enclosed contract, please notify me immediately so that other counsel may be



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State Government Division

VANESSA HICKMAN
DIVISION CHIEF COUNSEL

appointed.

Unless otherwise notified, Section Chief Curtis Cox and Unit Chief Counsel Shelley Cutts will be leading and overseeing this litigation. If you have any questions, please do not hesitate to contact me.

Sincerely,

Vanessa P. Hickman
Vanessa Hickman

State Government Division Chief

11893198



**AG19-0030
OFFER AND ACCEPTANCE
ATTACHMENT I**

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Grant & Eisenhofer P.A.				
Firm Name			Signature of Person Authorized to Sign Offer	
123 Justison Street			Jay W. Eisenhofer	
Company Address			Printed Name	
Wilmington	DE	19801	Managing Director	
City	State	Zip	Title	
jeisenhofer@gelaw.com			646-722-8505	646-722-8500
Contact Email Address			Contact Phone Number	Contact Fax Number

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal and/or State laws.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:				
The Contractor is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Office of the Attorney General.				
The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.				
This Contract shall henceforth be referred to as Contract No.:		AG19-0030-003		
The effective date of the Contract is:		3/27/2019		
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL	Awarded this	26th	Day of	March
Jerry Connolly, Procurement Manager				



**AG19-0030
BUSINESS QUESTIONNAIRE
ATTACHMENT I**

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Counsel Information

Grant & Eisenhofer P.A.				1997	
Firm Name				Year Firm was Established	
123 Justison Street					
Firm Address					
Wilmington	DE	19801	302-622-7000	302-622-7100	
City	State	Zip	Primary Phone Number	Contact Fax Number	
Firm Identified in Proposal as: Parent Company: <input type="checkbox"/> Branch or Subsidiary Office: <input type="checkbox"/> Individual Contracted Counsel: <input checked="" type="checkbox"/>					
N/A			N/A		
Name and location of Parent Company (if applicable)			Year Parent Company was Established (if applicable)		

Names of not more than two Principals to contact:

Jay W. Eisenhofer	Managing Director	646-722-8505	jeisenhofer@gelaw.com
Name	Title	Phone Number	Email Address
Stephanie C. Saccaro	Institutional Investor Relations	630-962-4984	ssaccaro@gelaw.com
Name	Title	Phone Number	Email Address

Number of Personnel by Discipline (count each person only once, by primary function):

16	2	44	29	2
Partners	Of Counsel	Associate	Paralegal/Legal Asst	Law Clerks
6	38			
Other:	Other: Staff/Marketing/Operations			Total Personnel 137

Has your firm ever held a contract with the State of Arizona? For how many years?:

No

Acceptance of Insurance Requirements:

Indicate that you have read, understand and will comply with the Insurance requirements specified in Section 8 & 9 of the Agreement. Check the appropriate response.

Yes, we will comply with the Insurance requirements No, we will not comply with the Insurance requirements



AG19-0030
BAR COMPLAINT/MALPRACTICE QUESTIONNAIRE
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Disclosure of any State Bar Association Investigations and Malpractice Suits

Does any current member of your firm have any bar complaint currently being investigated and/or disciplinary action taken by the State Bar Association against them? Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", use the space below to disclose details of any complaint(s):

Has your firm had any malpractice suit or claim for malpractice filed against it in the last 2 years?

Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", use the space below to disclose details of any complaint(s):

Do you wish this information to be held confidential in accordance with A.A.C. R2-7-103?

Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", use the space below to disclose details of any complaint(s):



AG19-0030
RATE SCHEDULE
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Rate Schedule

The contingency fee received by this state's private attorney shall not exceed fifty million dollars, except for reasonable costs and expenses and regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery. Rates below are the maximum allowed and may be negotiated on a case by case basis.

Item #	Description
1	Not to exceed Twenty-five per cent of the initial recovery of less than ten million dollars.
2	Not to exceed Twenty per cent of that portion of any recovery of ten million dollars or more but less than fifteen million dollars.
3	Not to exceed Fifteen per cent of that portion of any recovery of fifteen million dollars or more but less than twenty million dollars.
4	Not to exceed Ten per cent of that portion of any recovery of twenty million dollars or more but less than twenty-five million dollars.
5	Not to exceed Five per cent of any recovery of twenty-five million dollars or more.

Hourly Rate Schedule

The Hourly Rate Schedule shall be governed by the provisions of Paragraph 1.10 of the Request for Proposal.

Item	Description	Maximum Rate	Hourly Rate Offered (Not to Exceed Rate)
1	Partner	\$400.00	\$400.00
2	Associate	\$250.00	\$250.00
3	Paralegal	\$125.00	\$125.00



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Qualifications and Experience of Key Personnel

Complete this section for the Key Personnel the Offeror is proposing. Key Personnel are the individuals showing the experience and expertise to do the work identified in this RFP. If an item is not applicable, indicate so by inserting "N/A". Please copy this form as needed.

Jay W. Eisenhofer	Managing Director	
Name of Individual	Title	
Mr. Eisenhofer would provide strategic insight based on his unparalleled experience in multi-hundred million dollar matters, including crafting case theories, preparing for court hearings, participating in mediations, preparing for trial, and taking a lead role in trial. Mr. Eisenhofer will serve as lead counsel for this contract.	Attorney General/Public Entity Representation, Consumer Fraud, U.S. and International Securities Litigation, Corporate Governance	
Proposed Project Role	Area(s) of Expertise	
2864	Delaware	1990
Bar Registration No.	State of Issue	Year
4421418	New York	2006
Bar Registration No.	State of Issue	Year
46584	Pennsylvania	1986
Bar Registration No.	State of Issue	Year
009341987	New Jersey	1987
Bar Registration No.	State of Issue	Year
Villanova University School of Law	J.D.	1986
Education	Degree	Year
University of Pittsburgh	B.A.	1978
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Jay Eisenhofer, co-founder and managing director of Grant & Eisenhofer, is completely hands-on and involved in every case, advising on each matter in tandem with G&E Director Kyle McGee. Consumer fraud-related cases Mr. Eisenhofer has advised on include matters with different state Attorneys General in litigation matters against Monsanto Co. arising out of statewide environmental contamination allegedly caused by the company and its toxic polychlorinated biphenyls (PCBs), against GlaxoSmithKline LLC relating to its marketing and sales of certain drugs including, and against Volkswagen, Audi, and Porsche in relation to the "Dieselgate" scandal, among others. Mr. Eisenhofer has been counsel in more multi-hundred million dollar cases than any other securities litigator, including the \$3.2 billion settlement in the Tyco case, the \$922 million UnitedHealth Group settlement, the \$486 million settlement with Pfizer, the \$450 million settlement in the Global Crossing case, a \$400 million settlement with Marsh & McLennan, a \$303 million settlement with General Motors and a \$300 million settlement with DaimlerChrysler. Internationally, Mr. Eisenhofer has organized cases on behalf of investors leading to substantial recoveries, including the \$1.5 billion settlement with Fortis in the Netherlands, the \$1 billion recovery against Royal Bank of Scotland in the United Kingdom, and the historic \$450 million pan-European settlement in the Royal Dutch Shell case in the Netherlands. Mr. Eisenhofer was also the lead attorney in the seminal cases of *American Federation of State, County & Municipal Employees, Employees Pension Plan v. American International Group, Inc.*, where the U.S. Court of Appeals required shareholder proxy access reversing years of SEC no-action letters, and *Carmody v. Toll Brothers*, wherein the Delaware Court of Chancery first ruled that so-called "dead-hand" poison pills violated Delaware law.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General
 2005 N Central Ave
 Phoenix, AZ 85004

Kyle J. McGee	Director	
Name of Individual	Title	
Mr. McGee would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Attorney General/Public Entity Representation, Whistleblower/ <i>qui tam</i> , Consumer Protection, Environmental, Securities, Commodities, and ERISA litigation	
Proposed Project Role	Area(s) of Expertise	
5558	Delaware	2011
Bar Registration No.	State of Issue	Year
013162010	New Jersey	2010
Bar Registration No.	State of Issue	Year
University of Edinburgh Law School	LL.M.(R)	2009
Education	Degree	Year
Villanova Law School	J.D.	2009
Education	Degree	Year
University of Scranton	B.A.	2005
Education	Degree	Year

Executive Summary describing this individual’s suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Kyle McGee’s practice includes public entity representation as well as whistleblower/*qui tam*, consumer protection, securities, commodities, ERISA, and environmental litigation. Mr. McGee has held leading roles in cases recovering hundreds of millions of dollars for defrauded investors, consumers, workers, and public treasuries.

Mr. McGee currently works with different state Attorneys General in litigation matters against Monsanto Co. arising out of statewide environmental contamination allegedly caused by the company and its toxic polychlorinated biphenyls (PCBs) and against GlaxoSmithKline LLC relating to its marketing and sales of drugs including Paxil, Wellbutrin, and Zofran. He is a court-appointed member of the international liaison committee in the global consumer class action against Apple, Inc., arising out of its alleged throttling of iPhone/iPad device performance in 2017. He is a member of teams prosecuting consumer protection claims against Volkswagen, Audi, and Porsche in relation to the “Dieselgate” scandal, and against General Motors in relation to its allegedly faulty ignition switches. In addition, Mr. McGee represents numerous relators in confidential whistleblower actions under the federal and various state False Claims Acts, as well as the whistleblower programs managed by the Securities & Exchange Commission and Commodity Futures Trading Commission.

Please see attached biography for additional information.



**AG19-0030
REFERENCES
ATTACHMENT I**

Arizona Attorney General
2005 N Central Ave
Phoenix, AZ 85004

M. Elizabeth Graham	Director	
Name of Individual	Title	
Ms. Graham would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Complex Pharmaceutical and Medical Device Litigation, Environmental Litigation, Consumer Fraud, Product Liability Litigation, Attorney General/Public Entity Representation	
Proposed Project Role	Area(s) of Expertise	
143085	California	1989
Bar Registration No.	State of Issue	Year
St. John's University School of Law	J.D.	1989
Education	Degree	Year
St. John's University	B.A.	1987
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Elizabeth ("Beth") Graham leads G&E's complex pharmaceutical and medical device litigation practice. She has served as Lead Counsel in multi-million dollar cases, has acted as a member of various Plaintiffs' Executive Committees, and has prior experience as national defense coordination counsel in product liability and environmental litigation.

Ms. Graham is actively representing thousands of injured victims in various cases against major pharmaceutical companies and medical device manufacturers. Currently, Ms. Graham serves as Co-Lead on the Plaintiffs' Executive Committee and as Chair of the Law & Briefing Committee in *In re Zofran (Ondansetron) Products Liability Litigation* (MDL No. 2657), as Liaison Counsel, a member of the Executive Committee and as Chair of the Law & Briefing Committee in *In re Essure Product Cases* (JCCP 4887) and served on the Plaintiffs' Steering Committee in *In re Power Morcellator Products Liability Litigation* (MDL No. 2652). Ms. Graham is serving as a member of the Plaintiffs' Steering Committee in *In re Stryker LFIT V40 Femoral Head Products Liability Litigation* (MDL No. 2768), and as a member of the Plaintiffs' Steering Committee in *In re Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation* (MDL No. 2775), and is co-chair of the Law & Briefing Committee for *In re Xarelto Products Liability Litigation* (MDL No. 2592), where she is also a member of the Xarelto Bellwether Selection Committee. Additionally, Ms. Graham is among the lead counsel representing homeowners harmed by the catastrophic explosions in the Merrimack Valley, Massachusetts (2018), and also represents victims of the Paradise, California Wildfires (2018).

Prior to joining G&E, Ms. Graham served on the Plaintiffs' Executive Committee and represented victims in the *In re Sulzer Hip Prosthesis and Knee Prosthesis Liability Litigation* (California JCCP 4165). She has served as Lead Counsel on the Plaintiffs' Executive Committee in high profile class actions such as *Borman Automotive v. American Honda Motor Corp.* (MDL No. 1069), which resulted in a \$435 million settlement; and litigation against Chrysler based on its Minivan Doorlatch failures and ABS brake defects. She has also represented hundreds of families injured by environmental contaminants, including radon, arsenic and rocket fuel, resulting in confidential settlements in excess of \$25 million. Ms. Graham also has vast experience as a consultant to other mass tort firms that seek her advice in structuring their cases.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Thomas V. Ayala	Director	
Name of Individual	Title	
Mr. Ayala would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Complex Pharmaceutical and Medical Device Litigation, Environmental Litigation, Consumer Fraud, Attorney General/Public Entity Representation	
Proposed Project Role	Area(s) of Expertise	
1028172	District of Columbia	2015
Bar Registration No.	State of Issue	Year
015822004	New Jersey	2004
Bar Registration No.	State of Issue	Year
93130	Pennsylvania	2004
Bar Registration No.	State of Issue	Year
Villanova University School of Law	J.D.	2004
Education	Degree	Year
Nova Southeastern University	B.S.	2001
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Thomas Ayala focuses on complex pharmaceutical and medical device litigation. Currently, he is actively involved in litigation against major pharmaceutical companies, medical device manufacturers, and manufacturers in other industries. Mr. Ayala serves on the Law and Briefing Committee for the Plaintiff's Steering Committee in *In re Xarelto Products Liability Litigation*, MDL No. 2592, serves as Co-Chair of the Science and Expert Committee and as a member of the Law and Briefing Committee for the Plaintiff's Steering Committee in *In re Zofran (ondansetron) Products Liability Litigation*, MDL No. 2657 (where G&E is co-lead), and power morcellators (where G&E is a member of the Plaintiffs' Steering Committee in *In re Power Morcellator Products Liability Litigation*, MDL No. 2652). Mr. Ayala is also representing individuals adversely affected by defective metal-on-metal hips and Essure®.

Circa 2006, he represented a major energy company in a Third Circuit appeal in an MTBE water contamination class action alleging diminished property value in New Jersey. In 2012, working with top environmental experts in the country, Mr. Ayala represented a leading U.S. manufacturer in mass and class action litigation involving the fate and transport of hydrogen sulfide gas in residential homes (alleging nuisance and product liability claims). Also in 2012, Mr. Ayala represented a manufacturer of paper products whose water supply was reportedly contaminated with e-coli bacteria (no litigation). In 2013, Mr. Ayala represented a manufacturer of cobalt-containing products after The National Toxicology Program published a study listing cobalt as a probable carcinogen. . During 2006 – 2012, Mr. Ayala served as national counsel to a manufacturer of welding products. The case implicated industrial hygiene and toxicology expertise due to an alleged neurological injury from inhaling welding fumes.

Prior to his representation of injured individuals and victims of consumer fraud, Mr. Ayala worked for an international firm serving as national counsel in numerous mass tort proceedings, including pharmaceutical, medical device, environmental exposure, and other complex personal injury proceedings, including multidistrict litigation proceedings.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Michael J. Barry	Director	
Name of Individual	Title	
Mr. Barry would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Corporate Governance and Securities Litigation	
Proposed Project Role	Area(s) of Expertise	
4368	Delaware	2003
Bar Registration No.	State of Issue	Year
69122	Pennsylvania	1993
Bar Registration No.	State of Issue	Year
041551993	New Jersey	1993
Bar Registration No.	State of Issue	Year
University of Pittsburgh School of Law	J.D.	1993
Education	Degree	Year
Carnegie Mellon University	B.F.A.	1990
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Michael Barry focuses on corporate governance and securities litigation. For over seventeen years, he has represented institutional investors in litigation relating to securities fraud, corporate fiduciary responsibilities, shareholder proposals under SEC Rule 14a-8, and corporate governance generally. He has been instrumental in landmark corporate governance cases, including *AFSCME v. AIG*, which recognized shareholders' right to introduce proxy access proposals; *Bebchuk v. CA, Inc.*, which allowed shareholders to introduce proposals restricting a board's ability to enact poison pills; and *CA, Inc. v. AFSCME*, a historic decision of the Delaware Supreme Court regarding the authority of shareholders to adopt corporate bylaws. His casework includes the Genentech Shareholder Litigation, resulting in an increase of \$3 billion in value for shareholders arising from a corporate merger; a \$922 million settlement in the UnitedHealth Group derivative litigation, resolving one of the most egregious examples of options backdating; an \$89.4 million recovery for stockholders of Del Monte Foods Co. in a case that exposed significant conflicts of interest in staple financing in corporate mergers; and a \$153.75 million recovery in a derivative action on behalf of Freeport-McMoRan Corporation shareholders, which included, for the first time in derivative litigation, a provision that the entire cash portion of the recovery—\$147.5 million—be distributed to shareholders in the form of a special dividend.

Please see attached biography for additional information.



**AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I**

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Daniel L. Berger	Director	
Name of Individual	Title	
Mr. Berger would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Securities Litigation	
Proposed Project Role	Area(s) of Expertise	
1656321	New York	1980
Bar Registration No.	State of Issue	Year
Columbia University Law School	J.D.	1979
Education	Degree	Year
Haverford College	B.A.	1976
Education	Degree	Year

Executive Summary describing this individual’s suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Daniel Berger’s experience includes trying three 10b-5 securities class actions to jury verdicts, which are among very few such cases ever tried, as well as trials in Delaware Chancery Court. He served as principal lead counsel in many of the largest securities litigation cases in history, achieving successful recoveries for classes of investors in cases including *In re JPMorgan Chase & Co. Securities Litigation* (\$150 million); *In re Merck Vytarin/Zetia Securities Litigation* (\$215 million); *In re Cendant Corp. Securities Litigation* (\$3.3 billion); *In re Lucent Technologies, Inc. Securities Litigation* (\$675 million); *In re Bristol-Myers Squibb Securities Litigation* (\$300 million); *In re Daimler Chrysler A.G. Securities Litigation* (\$300 million); *In re Conseco, Inc. Securities Litigation* (\$120 million); *In re Symbol Technologies Securities Litigation* (\$139 million); and *In re OM Group Securities Litigation* (\$92 million).

Mr. Berger was lead class counsel in many important discrimination class actions, in particular *Roberts v. Texaco, Inc.*, where he represented African-American employees of Texaco and achieved the then largest settlement (\$175 million) of a race discrimination class action.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Robert G. Eisler	Director	
Name of Individual	Title	
Mr. Eisler would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Antitrust Litigation	
Proposed Project Role	Area(s) of Expertise	
56698	Pennsylvania	1989
Bar Registration No.	State of Issue	Year
3901568	New York	2000
Bar Registration No.	State of Issue	Year
Villanova University Law School	J.D.	1989
Education	Degree	Year
LaSalle University	B.A.	1986
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Robert Eisler leads the firm's antitrust practice. Mr. Eisler has been involved in many significant antitrust class action cases in recent years. He is experienced in numerous industries, including pharmaceuticals, paper products, construction materials, industrial chemicals, processed foods, municipal securities, and consumer goods.

Mr. Eisler is currently serving as co-lead counsel in several cases, including *Gordon et al. v. Amadeus et al., In re London Silver Fixing, Ltd. Antitrust Litigation* and *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*. He has served as lead or co-lead counsel in many other significant antitrust cases, including *In re Buspirone Antitrust Litigation* (which led to a \$90 million settlement in which presiding Judge Koeltl stated that the plaintiffs' attorneys had done "a stupendous job"), *In re Ciprofloxacin Hydrochloride Antitrust Litigation*, *In re Flat Glass Antitrust Litigation*, and *In re Municipal Derivatives Antitrust Litigation*. Mr. Eisler has played major roles in a number of other significant antitrust cases, including *In re Polyurethane Foam Antitrust Litigation*, *In re Blue Cross/Blue Shield Antitrust Litigation*, and *In re Linerboard Antitrust Litigation*. He also has significant experience litigating antitrust matters in the U.K., including cases concerning cartels in a number of industries, such as air cargo services, air passenger services, automotive glass, and pharmaceuticals, among others.

In addition to his antitrust work, Mr. Eisler has extensive experience in securities, derivative, complex commercial and class action litigation at the trial and appellate levels. He has been involved in numerous securities and derivative litigation matters on behalf of public pension funds, municipalities, mutual fund companies and individual investors in state and federal courts.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Deborah A. Elman	Director	
Name of Individual	Title	
Ms. Elman would participate in the day-to-day litigation of AGO matters, including developing legal strategies, working with experts and consultants, preparing legal memoranda, arguing motions, taking depositions, and participating in settlement negotiations and trial of the case, in addition to overseeing progress in discovery.	Antitrust and Securities Litigation	
Proposed Project Role	Area(s) of Expertise	
4305264	New York	2005
Bar Registration No.	State of Issue	Year
87503	Pennsylvania	2001
Bar Registration No.	State of Issue	Year
University of Pittsburgh School of Law	J.D.	2001
Education	Degree	Year
Columbia University	M.P.H.	1997
Education	Degree	Year
Columbia University	B.A.	1995
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Director Deborah Elman represents clients in complex civil litigation, with a particular focus on antitrust and securities litigation. She has represented institutional clients and individuals in class actions, opt-out litigation, derivative actions, and arbitrations. Ms. Elman is currently serving as co-lead counsel in several cases, including *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*, as well as class counsel in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, *In re Foreign Exchange Benchmark Rates Antitrust Litigation ("FOREX")*, *In re Novartis and Par Antitrust Litigation (Exforge)*, *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, *In re Zetia (Ezetimibe) Antitrust Litigation*, *In re Broiler Chicken Antitrust Litigation*, *In re Pork Antitrust Litigation*, and *In re Diisocyanates Antitrust Litigation*. Ms. Elman was class counsel in *Alaska Electrical Pension Fund v. Bank of America Corporation et al. ("ISDAFix")*. Prior to joining Grant & Eisenhofer, Ms. Elman represented clients before the SEC, DOJ, and state regulators, and participated in numerous appearances before federal and state courts as an associate at a leading New York law firm.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Kimberly A. Evans	Senior Counsel	
Name of Individual	Title	
Ms. Evans would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Corporate Governance and Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
5888	Delaware	2013
Bar Registration No.	State of Issue	Year
206431	Pennsylvania	2007
Bar Registration No.	State of Issue	Year
015772007	New Jersey	2007
Bar Registration No.	State of Issue	Year
Temple University, Beasley School of Law	J.D.	2007
Education	Degree	Year
LaSalle University	B.A.	2003
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Senior counsel Kimberly Evans focuses on corporate governance and complex litigation on behalf of institutional investor clients and other sophisticated stockholders. Ms. Evans is an experienced trial lawyer who has litigated a number of complex matters before the Delaware Court of Chancery. She is an advocate for stockholder rights and has litigated many stockholder class and derivative actions. During her career, Ms. Evans also has played a significant role in a number of securities fraud class actions that have achieved substantial recoveries for classes of investors and on behalf of individual and institutional investors who have opted out of class actions to pursue individual suits. Prior to joining Grant & Eisenhofer, Ms. Evans worked as an associate at a well-known Philadelphia-area law firm, where she gained experience in the practice areas of securities, antitrust, and consumer protection class action litigation.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Rebecca A. Musarra	Senior Counsel	
Name of Individual	Title	
Ms. Musarra would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Complex Consumer Class Actions, Shareholder Derivative Actions, Securities Class Actions	
Proposed Project Role	Area(s) of Expertise	
291250	California	2013
Bar Registration No.	State of Issue	Year
6062	Delaware	2014
Bar Registration No.	State of Issue	Year
4823530	New York	2010
Bar Registration No.	State of Issue	Year
American University Washington College of Law	J.D.	2009
Education	Degree	Year
The College of William and Mary	B.A.	2003
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Senior counsel Rebecca Musarra represents investors in shareholder derivative actions, securities class actions, as well as complex consumer class actions. Ms. Musarra has helped achieve significant shareholder recoveries in a variety of cases. As a member of the Co-Lead Counsel team representing a class of insurance beneficiaries, Ms. Musarra litigated claims against health insurers in federal court for ERISA violations relating to coverage for treatments for mental health and substance use disorders, which resulted in defendants' inability to resume use of challenged medical necessity criteria and other significant injunctive relief, as well as a \$7 million fund for payment of allegedly improperly denied claims. She assists the international liaison committee in a global consumer class action against Apple, Inc., arising out of its alleged throttling of iPhone/iPad device performance in 2017.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Kelly L. Tucker	Senior Counsel	
Name of Individual	Title	
Ms. Tucker would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Securities Litigation, Corporate Governance	
Proposed Project Role	Area(s) of Expertise	
6382	Delaware	2017
Bar Registration No.	State of Issue	Year
4927851	New York	2011
Bar Registration No.	State of Issue	Year
310695	Pennsylvania	2011
Bar Registration No.	State of Issue	Year
Fordham University School of Law	J.D.	2010
Education	Degree	Year
American University	B.A.	2003
Education	Degree	Year

Executive Summary describing this individual’s suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Senior counsel Kelly Tucker focuses her practice on securities litigation, corporate governance, and appraisal rights. Ms. Tucker also has experience practicing antitrust, consumer protection, and products liability litigation.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Adam J. Gomez	Associate	
Name of Individual	Title	
Mr. Gomez would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Complex Pharmaceutical and Medical Device Litigation, Environmental Litigation	
Proposed Project Role	Area(s) of Expertise	
317145	Pennsylvania	2013
Bar Registration No.	State of Issue	Year
Temple University James E. Beasley School of Law	J.D.	2013
Education	Degree	Year
Wesleyan University	B.A.	2010
Education	Degree	Year

Executive Summary describing this individual’s suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Associate Adam Gomez focuses on complex pharmaceutical and medical device litigation and environmental litigation. Prior to joining G&E, Mr. Gomez was an associate at a national defense litigation firm where he defended clients in catastrophic personal injury, products liability, professional liability, and civil rights litigation.

Mr. Gomez currently serves as Chair of the Insurance Committee representing residents and businesses harmed by the catastrophic gas explosions in Merrimack Valley, Massachusetts, caused by the negligence of Columbia Gas and NiSource. He also represents victims of the Paradise, California Camp Fire—the deadliest in the state’s history—where plaintiffs allege that fires were sparked by aging, unsafe electrical infrastructure maintained by Pacific Gas & Electric.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Laina M. Herbert	Associate	
Name of Individual	Title	
Ms. Herbert would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Corporate and Commercial Litigation, Whistleblower/ <i>qui tam</i> actions	
Proposed Project Role	Area(s) of Expertise	
Delaware	4717	2005
Bar Registration No.	State of Issue	Year
University of Maryland School of Law	J.D.	2004
Education	Degree	Year
University of Richmond	B.A.	2000
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Associate Laina Herbert focuses her practice on corporate and commercial litigation, whistleblower/*qui tam* actions, and appraisal actions. Prior to joining G&E, Ms. Herbert was senior counsel practicing complex litigation at a Delaware law firm. Ms. Herbert also has extensive experience representing corporations, their directors and stockholders in corporate and commercial litigation relating to fiduciary duties, mergers and acquisitions, corporate governance and other issues concerning Delaware law.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
 Phoenix, AZ 85004

Viola Vetter	Associate	
Name of Individual	Title	
Ms. Vetter would participate in the day-to-day litigation of AGO matters, including researching legal issues, reviewing documents in discovery, liaising with experts and consultants, and assisting with hearings and depositions.	Attorney General/Public Entity Representation, Environmental Litigation, Corporate Governance, Securities Litigation	
Proposed Project Role	Area(s) of Expertise	
206277	Pennsylvania	2007
Bar Registration No.	State of Issue	Year
4694873	New York	2009
Bar Registration No.	State of Issue	Year
6592	Delaware	2018
Bar Registration No.	State of Issue	Year
Temple University Beasley School of Law	J.D.	2007
Education	Degree	Year
Elizabethtown College	B.S.	2004
Education	Degree	Year

Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.

Associate Viola Vetter focuses on the representation of public entities in matters seeking to redress statewide environmental contamination and institutional investors in corporate governance and securities litigation. Ms. Vetter is currently engaged in litigation with several Attorneys General, primarily relating to environmental claims.

Prior to joining Grant & Eisenhofer, Ms. Vetter was an associate at an international law firm, resident in Philadelphia, representing corporate clients in complex commercial, consumer and *qui tam* matters in state and federal courts. She is experienced in all aspects of litigation, from inception through complex discovery, trial, and post-trial appeal.

Please see attached biography for additional information.



AG19-0030
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

References

Provide a minimum of three references to which you have provided similar services.

Reference #1

Company:	Ohio Office of the Attorney General
Contact:	Ms. Valoria C. Hoover, Esq., Chief of Environmental Enforcement
Street Address:	30 E. Broad St, 25 th Floor
City, State, Zip:	Columbus, OH 43215
Telephone #:	(614) 466-5249
E-Mail:	Valoria.Hoover@OhioAttorneyGeneral.gov
Service Provided:	Represents the Ohio Attorney General in environmental litigation.

Reference #2

Company:	Baltimore City Department of Law
Contact:	Suzanne Sangree, Senior Counsel for Public Safety & Director of Affirmative Litigation
Street Address:	100 N. Holliday Street, Suite 101
City, State, Zip:	Baltimore, MD 21202
Telephone #:	(443) 388-2190
E-Mail:	Suzanne.sangree2@baltimorecity.gov
Service Provided:	Represents Baltimore City in an environmental litigation matter.

Reference #3

Company:	MacMurray, Petersen, and Shuster LLP
Contact:	Betty D. Montgomery, Esq., Of Counsel (former Attorney General for the State of Ohio)
Street Address:	6525 West Campus Oval, Suite 210
City, State, Zip:	New Albany, OH 43054
Telephone #:	(614) 939-9955
E-Mail:	bmontgomery@msslawgroup.com
Service Provided:	As Former Attorney General, hired G&E to represent the State of Ohio in various cases.



ATTACHMENT II
Designation of Confidential, Trade Secret & Proprietary Information

State of Arizona
 Office of the Attorney General
 Procurement Section
 1275 W Washington ST
 Phoenix, Arizona 85007
 (602) 542-8030

Solicitation No.: AG19-0030

Project #: AG19-0030

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All Offerors must select one of the following:

My response does not contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

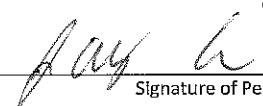
My response does contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

 Signature of Person Authorized to Sign	Jay W. Eisenhofer Printed Name
Managing Director Title	Grant & Eisenhofer P.A. Company Name

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 2. The designated information is not confidential; or
 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.



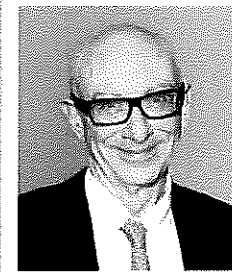
Grant & Eisenhofer

Jay W. Eisenhofer

Jay Eisenhofer, co-founder and managing director of Grant & Eisenhofer P.A., has been counsel in more multi-hundred million dollar cases than any other securities litigator, including the \$3.2 billion settlement in the Tyco case, the \$922 million UnitedHealth Group settlement, the \$486 million settlement with Pfizer, the \$450 million settlement in the Global Crossing case, a \$400 million settlement with Marsh & McLennan, a \$303 million settlement with General Motors and a \$300 million settlement with DaimlerChrysler. Internationally, Mr. Eisenhofer has organized cases on behalf of investors leading to substantial recoveries, including the \$1.5 billion settlement with Fortis in the Netherlands, the \$1 billion recovery against Royal Bank of Scotland in the United Kingdom, and the historic \$450 million pan-European settlement in the Royal Dutch Shell case in the Netherlands. Mr. Eisenhofer was also the lead attorney in the seminal cases of *American Federation of State, County & Municipal Employees, Employees Pension Plan v. American International Group, Inc.*, where the U.S. Court of Appeals required shareholder proxy access reversing years of SEC no-action letters, and *Carmody v. Toll Brothers*, wherein the Delaware Court of Chancery first ruled that so-called "dead-hand" poison pills violated Delaware law.

Mr. Eisenhofer has served as litigation counsel to many public and private institutional investors, including, among others, Amalgamated Bank, APG Asset Management, California Public Employees Retirement System, California State Teachers Retirement System, Colorado Public Employees Retirement Association, the Florida State Board of Administration, John Hancock, Louisiana State Employees Retirement System, New York City Retirement Funds, Inc., and Service Employees International Union.

Mr. Eisenhofer is consistently ranked as a leading securities and corporate governance litigator and he has been named by Lawdragon to its annual list of the top 500 lawyers in America for several consecutive years. He is also recognized by Benchmark Litigation as one of the Top 100 Trial Lawyers. *The National Law Journal* has selected Grant & Eisenhofer to its "Plaintiffs' Hot List" as one of the top plaintiffs' law firms in the country since the List's inception, earning the firm a place in *The National Law Journal's* "Plaintiffs' Hot List Hall Of Fame" in 2008, as well as to its list of "Elite Trial Lawyers: The 50 Leading Plaintiffs Firms in America" since commencement of the list. The firm has been selected as a "Most Feared Plaintiffs Firm" by Law360 as "one of the most high-profile shareholder and whistleblower advocates in the country, securing record-high cash settlements." *U.S. News & World Report* has also repeatedly named Grant & Eisenhofer to its list of "Best Law Firms" in the fields of Securities Litigation, Commercial Litigation, and Corporate Law. Mr. Eisenhofer is rated AV by Martindale-Hubbell.



Managing Director

Direct Dial:
(646) 722-8505

E-Mail: jeisenhofer@gelaw.com

Education:

Villanova University School of Law, J.D., *magna cum laude*, Order of the Coif (1986)

University of Pittsburgh, B.A. (1978)

Admissions:

Delaware, New York, Pennsylvania, New Jersey, Supreme Court of the State of Delaware, U.S. Court of Appeals for the 1st Circuit, U.S. Court of Appeals for the 2nd Circuit, U.S. Court of Appeals for the 3rd Circuit, U.S. Court of Appeals for the 5th Circuit, U.S. Court of Appeals for the 9th Circuit, U.S. Court of Appeals for the 10th Circuit, U.S. District Court for the District of DE, U.S. District Court for the Southern District of NY, U.S. District Court for the Eastern District of PA, U.S. District Court for the District of NJ

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Mr. Eisenhofer has written and lectured widely on securities fraud and insurance coverage litigation, business and employment torts, directors' and officers' liability coverage, and the Delaware law of shareholder rights and directorial responsibilities. Among the publications he has authored: "The Shareholders Activism Handbook" Aspen Publishers; "Proxy Access Takes Center Stage – The Second Circuit's Decision in *AFSCME Employees Pension Plan v. American International Group, Inc.*" *Bloomberg Law Reports*, Vol. 1, No. 5; "Investor Litigation in the U.S. - The System is Working" *Securities Reform Act Litigation Reporter*, Vol. 22, #5; "*In re Walt Disney Co. Deriv. Litig.* and the Duty of Good Faith Under Delaware Corporate Law" *Bank & Corporate Governance Law Reporter*, Vol. 37, #1; "Institutional Investors As Trend-Setters In Post-PSLRA Securities Litigation" *Practising Law Institute*; "*In re Cox Communications, Inc.*: A Suggested Step in the Wrong Direction," *Bank and Corporate Governance Law Reporter*, Vol. 35, #1; "Does Corporate Governance Matter to Investment Returns?" *Corporate Accountability Report*, Vol. 3, No. 37; "Loss Causation in Light of *Dura*: Who is Getting it Wrong?" *Securities Reform Act Litigation Reporter*, Vol. 20, #1; "Giving Substance to the Right to Vote: An Initiative to Amend Delaware Law to Require a Majority Vote in Director Elections," *Corporate Governance Advisor*, Vol. 13, #1; "An Invaluable Tool in Corporate Reform: Pension Fund Leadership Improves Securities Litigation Process," *Pensions & Investments*; and "Securities Fraud, Stock Price Valuation, and Loss Causation: Toward a Corporate Finance-Based Theory of Loss Causation," *Business Lawyer*. Mr. Eisenhofer has also authored a number of articles on illiquid and rouge hedge funds, including "Time for Hedge Funds to Become Accountable to Fiduciary Investors," *Pensions & Investments*; and "Hedge Funds of the Living Dead," *New York Times Dealbook*.

Mr. Eisenhofer serves as a member of the NYU Law School Advisory Board for the Center on Civil Justice. Mr. Eisenhofer currently serves as a member of the New York City Mayor's Advisory Board for the Mayor's Fund to Advance New York City, and also serves as an ex-officio Trustee on the Board of Trustees of the American Museum of Natural History. He is a graduate of the University of Pittsburgh, and a 1986 *magna cum laude* graduate of Villanova University School of Law, Order of the Coif. He was a law clerk to the Honorable Vincent A. Cirillo, President Judge of the Pennsylvania Superior Court and thereafter joined the Wilmington office of Skadden Arps Slate Meagher & Flom. Mr. Eisenhofer was a partner in the Wilmington office of Blank Rome Comisky & McCauley until forming Grant & Eisenhofer P.A. in 1997.



Grant & Eisenhofer

Kyle J. McGee

Kyle McGee is a director at Grant & Eisenhofer. Mr. McGee's practice includes public entity representation as well as whistleblower/*qui tam*, consumer protection, securities, commodities, ERISA, and environmental litigation. Mr. McGee has held leading roles in cases recovering hundreds of millions of dollars for defrauded investors, consumers, workers, and public treasuries.

Mr. McGee currently works with different state Attorneys General and municipalities in environmental litigation against Monsanto Co. (contamination of natural resources and water systems with toxic PCBs) and against 3M Co. and other manufacturers of toxic firefighting foam contaminating groundwater. Mr. McGee also represents state Attorneys General pursuing consumer protection litigation against pharmaceutical companies and others in the healthcare industry. He is a court-appointed member of the international liaison committee in the global consumer class action against Apple, Inc., arising out of its alleged throttling of iPhone/iPad device performance in 2017. Additionally, Mr. McGee is a member of teams prosecuting consumer protection claims against Volkswagen, Audi, and Porsche in relation to the "Dieselgate" scandal, and against General Motors in relation to its allegedly faulty ignition switches. Mr. McGee also represents numerous relators in confidential whistleblower actions under the federal and various state False Claims Acts, as well as the whistleblower programs managed by the Securities & Exchange Commission and Commodity Futures Trading Commission.

Representative actions in which Mr. McGee played a principal role include:

- *In re Merck & Co., Inc. Vytarin/Zetia Securities Litigation* (D.N.J.), a major securities fraud action against pharmaceutical industry titan Merck & Co., Inc. that settled for \$215 million, jointly prosecuted with a related action, *In re Schering-Plough Corp. ENHANCE Securities Litigation* (D.N.J.), resulting in a \$688 million total recovery—together, the largest securities class action recovery against a pharmaceutical company at the time, and among the top securities settlements with any issuer.
- *In re JP Morgan Chase & Co. Securities Litigation* (S.D.N.Y.), a securities fraud action against investment bank JP Morgan and its leadership arising out of the "London Whale" scandal, resulting in a \$150 million settlement.
- *Des Roches, et al. v. Blue Shield of California, Inc., et al.* (N.D. Cal.), an ERISA class action brought by three parents of minors denied coverage for mental health and/or substance use disorder treatment by Blue Shield of California and its mental health services administrator, Human Affairs International of California (a subsidiary of Magellan Health, Inc.), based on allegedly faulty criteria, which resulted in the defendants' inability to resume use of the challenged criteria and other



Director

Direct Dial:
(302) 622-7058

E-Mail: kmcgee@gelaw.com

Education:

University of Edinburgh Law School, LL.M.(R) (Hons.), (2009)

Villanova Law School, J.D., *cum laude* (2009)

University of Scranton, B.A. (2005)

Admissions:

Delaware, New Jersey, U.S. Court of Appeals for the 2nd Circuit, U.S. District Court for the District of DE, U.S. District Court for the District of NJ

(continued...)

significant injunctive relief, as well as a \$7 million fund for payment of allegedly improperly denied claims.

- In, *re New Oriental Education & Technology Group Securities Litigation* (S.D.N.Y.), a securities fraud action against China-based New Oriental Education & Technology Group relating to alleged accounting manipulations, which settled for \$4.5 million.
- *In re Miller Energy Resources, Inc. Securities Litigation* (E.D. Tenn.), a securities fraud action against oil and gas firm Miller Energy regarding alleged accounting manipulations, which settled for approximately \$3 million.
- *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation* (N.D. Cal.), a consumer class action against Volkswagen, Audi, Porsche, and Robert Bosch LLC, arising out of the "Dieselgate" scandal, which resulted in an unprecedented vehicle buyback program and other relief valued at approximately \$15 billion.
- *British Coal Staff Superannuation Scheme, et al. v. American International Group, Inc.* (S.D.N.Y.), a securities fraud action brought by a number of public pension and retirement funds and other institutional investors against AIG in relation to its alleged concealment of toxic assets during the 2008 financial crisis, which resulted in a substantial investor recovery.
- *Stichting Pensioenfond ABP, et al. v. Merck & Co., Inc., et al.* (D.N.J.), a securities fraud action brought by a number of public pension and retirement funds and other institutional investors against Merck & Co., Inc., and its former leadership, in relation to the company's allegedly false statements concerning Vioxx, which resulted in a substantial investor recovery.

Mr. McGee earned a postgraduate research degree, with honors, in the history and philosophy of law from the University of Edinburgh. In 2009, he received his J.D., *cum laude*, from Villanova University, where he was a Dean's Merit scholar. In 2005, he received a B.A. in philosophy as well as media technologies from the University of Scranton.



Grant & Eisenhofer

Elizabeth (Beth) Graham

Elizabeth ("Beth") Graham is a Director at Grant & Eisenhofer, leading the firm's complex pharmaceutical and medical device litigation practice. Ms. Graham has spent the entirety of her career as a plaintiffs' lawyer advocating for the rights of individuals, and presently represents thousands of families harmed by large corporations, including pharmaceutical and medical device companies.

Ms. Graham's expertise spans the practice areas of mass tort, consumer fraud, product liability, environmental, and business torts. She has served as Lead Counsel in multi-million dollar cases, has acted as a member of various Plaintiffs' Executive Committees in complex actions, and has prior experience as national defense coordination counsel in product liability and environmental litigation.

Ms. Graham is actively representing thousands of injured victims in various cases against major pharmaceutical companies and medical device manufacturers. Currently, Ms. Graham serves as Co-Lead on the Plaintiffs' Executive Committee and as Chair of the Law & Briefing Committee in *In re Zofran (Ondansetron) Products Liability Litigation* (MDL No. 2657), as Liaison Counsel, a member of the Executive Committee and as Chair of the Law & Briefing Committee in *In re Essure Product Cases* (JCCP 4887) and served on the Plaintiffs' Steering Committee in *In re Power Morcellator Products Liability Litigation* (MDL No. 2652). Ms. Graham is serving as a member of the Plaintiffs' Steering Committee in *In re Stryker LFIT V40 Femoral Head Products Liability Litigation* (MDL No. 2768), and as a member of the Plaintiffs' Steering Committee in *In re Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation* (MDL No. 2775), and is co-chair of the Law & Briefing Committee for *In re Xarelto Products Liability Litigation* (MDL No. 2592), where she is also a member of the Xarelto Bellwether Selection Committee. Additionally, Ms. Graham is among the lead counsel representing homeowners harmed by the catastrophic explosions in the Merrimack Valley, Massachusetts (2018), and also represents victims of the Paradise, California Wildfires (2018).

Prior to joining G&E, Ms. Graham served on the Plaintiffs' Executive Committee and represented victims in the *In re Sulzer Hip Prosthesis and Knee Prosthesis Liability Litigation* (California JCCP 4165). She has served as Lead Counsel on the Plaintiffs' Executive Committee in high profile class actions such as *Borman Automotive v. American Honda Motor Corp.* (MDL No. 1069), which resulted in a \$435 million settlement; and litigation against Chrysler based on its Minivan Doorlatch failures and ABS brake defects. She has also represented hundreds of families injured by environmental contaminants, including radon, arsenic and rocket fuel, resulting in confidential settlements in excess of \$25 million. Ms.



Director

Direct Dial:
(302) 622-7099

E-Mail: egraham@gelaw.com

Education:

St. John's University School of Law, J.D., St. Thomas More Scholar (1989)

St. John's University, B.A. (1986)

Admissions:

California, U.S. Court of Appeals for the 9th Circuit, U.S. District Court for the Central District of CA, U.S. District Court for the Eastern District of CA, U.S. District Court for the Northern District of CA, U.S. District Court for the Southern District of CA, U.S. Court of Appeals for the 4th Circuit, United States Supreme Court

(continued...)

Graham also has vast experience as a consultant to other mass tort firms that seek her advice in structuring their cases.

Ms. Graham is an accomplished speaker, often presenting at AAJ programs, Mass Torts Made Perfect programs, and Harris Martin conferences, and she recently presented at the January 2017 Masters of Mass Tort conference. Additionally, Ms. Graham is Co-Chair of the American Association for Justice Zofran Litigation Group, and is a member of the Publications Committee for the AAJ. She is a co-author of "Overcoming the Clear Evidence Defense," published in the July 2016 issue of *Trial* magazine, as well as "Medical Monitoring," published in the July 2018 issue of *Trial*.

In 2018, Ms. Graham was selected to receive the Lifetime Achievement award by America's Top 100 Attorneys®.

Prior to her representation of injured individuals, Ms. Graham worked for large product liability defense firms as national defense counsel and was a partner at prominent San Francisco Bay area law firms.



Grant & Eisenhofer

Thomas V. Ayala

Thomas Ayala is a director at Grant & Eisenhofer, focusing on complex pharmaceutical and medical device litigation. Mr. Ayala has handled all phases of mass tort, personal injury, environmental and commercial litigation from commencement through trial and appeals. He has also assembled and worked with numerous interdisciplinary teams of expert witnesses to support clients' legal claims, and he has served as first-chair cross-examiner of adversarial experts and other witnesses.

Mr. Ayala is actively in litigation against major pharmaceutical companies, medical device manufacturers, and manufacturers in other industries. Mr. Ayala serves on the Law and Briefing Committee for the Plaintiff's Steering Committee in *In re Xarelto Products Liability Litigation*, MDL No. 2592, serves as Co-Chair of the Science and Expert Committee and as a member of the Law and Briefing Committee for the Plaintiff's Steering Committee in *In re Zofran (ondansetron) Products Liability Litigation*, MDL No. 2657 (where G&E is co-lead), and power morcellators (where G&E is a member of the Plaintiffs' Steering Committee in *In re Power Morcellator Products Liability Litigation*, MDL No. 2652). Mr. Ayala is also representing individuals adversely affected by defective metal-on-metal hips and Essure®.

Prior to his representation of individuals and victims of consumer fraud, Mr. Ayala worked for an international firm serving as national counsel in numerous mass tort proceedings, including pharmaceutical, medical device, environmental exposure, commercial and other complex litigation, including multidistrict litigation proceedings.

Immediately following law school, Mr. Ayala was a law clerk to Judge Eduardo C. Robreno of the U.S. District Court for the Eastern District of Pennsylvania, where he assisted the judge in presiding over seven jury trials and contributed to the administration of justice in matters arising under federal and state law.

Mr. Ayala was selected as a Product Liability "Rising Star" in Law360's 2016 list of Top Attorneys Under 40 and co-authored "Overcoming the Clear Evidence Defense," published in the July 2016 issue of *Trial* magazine.

Mr. Ayala earned his J.D., *summa cum laude*, from Villanova University School of Law in 2004, where he served as editor-in-chief of the *Villanova Law Review* and was named to the Order of the Coif. At Villanova, Mr. Ayala served as an intern to the late Judge Charles R. Weiner.



Director

Direct Dial:
(302) 622-7112

E-Mail: tayala@gelaw.com

Education:

Villanova University School of Law, J.D., *summa cum laude*, Order of the Coif (2004)

Nova Southeastern University, B.A. (2001)

Admissions:

District of Columbia, New Jersey, Pennsylvania, U.S. Court of Appeals for the 2nd Circuit, U.S. Court of Appeals for the 3rd Circuit, U.S. Court of Appeals for the 11th Circuit, U.S. District Court for the District of NJ, U.S. District Court for the Eastern District of PA, U.S. District Court for the Middle District of PA



Grant & Eisenhofer

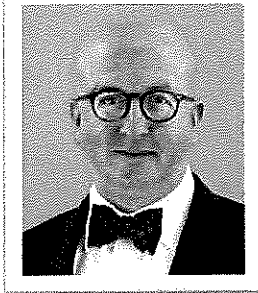
Michael J. Barry

Michael Barry is a director at Grant & Eisenhofer focusing on corporate governance and securities litigation. For over seventeen years, he has represented institutional investors in litigation relating to securities fraud, corporate fiduciary responsibilities, shareholder proposals under SEC Rule 14a-8, and corporate governance generally. As a foremost practitioner in these areas, Mr. Barry has been significantly involved in groundbreaking class action recoveries, corporate governance reforms and shareholders rights litigation.

He has been instrumental in landmark corporate governance cases, including *AFSCME v. AIG*, which recognized shareholders' right to introduce proxy access proposals; *Bebchuk v. CA, Inc.*, which allowed shareholders to introduce proposals restricting a board's ability to enact poison pills; and *CA, Inc. v. AFSCME*, a historic decision of the Delaware Supreme Court regarding the authority of shareholders to adopt corporate bylaws. His casework includes the Genentech Shareholder Litigation, resulting in an increase of \$3 billion in value for shareholders arising from a corporate merger; a \$922 million settlement in the UnitedHealth Group derivative litigation, resolving one of the most egregious examples of options backdating; an \$89.4 million recovery for stockholders of Del Monte Foods Co. in a case that exposed significant conflicts of interest in staple financing in corporate mergers; and a \$153.75 million recovery in a derivative action on behalf of Freeport-McMoRan Corporation shareholders, which included, for the first time in derivative litigation, a provision that the entire cash portion of the recovery—\$147.5 million—be distributed to shareholders in the form of a special dividend.

Mr. Barry has spoken widely on corporate governance and related matters. In addition to having served as a guest lecturer at Harvard Law School, he speaks at numerous conferences each year. Mr. Barry has authored several published writings, including the *Shareholder Activism Handbook*, a comprehensive guide for shareholders regarding their legal rights as owners of corporations, which he co-authored. In 2015, Mr. Barry was selected to the Markets Advisory Council for the Council of Institutional Investors.

Prior to joining Grant & Eisenhofer, Mr. Barry practiced at a large Philadelphia-based firm, where he defended the Supreme Court of Pennsylvania, the Pennsylvania Senate and Pennsylvania state court judges in a variety of trial and appellate matters. He is a 1990 graduate of Carnegie Mellon University and graduated *summa cum laude* in 1993 from the University of Pittsburgh School of Law, where he was an Executive Editor of the *University of Pittsburgh Law Review* and a member of the Order of the Coif.



Director

Direct Dial:
(302) 622-7065

E-Mail: mbarry@gelaw.com

Education:

University of Pittsburgh School of Law, J.D., *summa cum laude*, Order of the Coif (1993)

Carnegie Mellon University, B.F.A. (1990)

Admissions:

Delaware, Pennsylvania, New Jersey, U.S. Court of Appeals for the 1st Circuit, U.S. Court of Appeals for the 2nd Circuit, U.S. Court of Appeals for the 3rd Circuit, U.S. Court of Appeals for the 9th Circuit, U.S. District Court for the District of DE, U.S. District Court for the District of CO, U.S. District Court for the District of NJ, U.S. District Court for the Eastern District of PA, U.S. District Court for the Middle District of PA



Grant & Eisenhofer

Daniel L. Berger

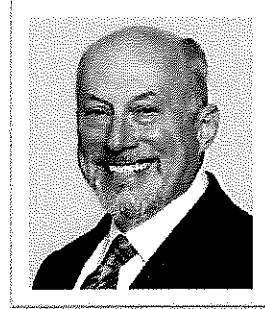
Daniel Berger is a director at Grant & Eisenhofer. Prior to joining the firm, Mr. Berger was a partner at two major plaintiffs' class action firms in New York, where he litigated complex securities and discrimination class actions for twenty-two years.

Mr. Berger's experience includes trying three 10b-5 securities class actions to jury verdicts, which are among very few such cases ever tried, as well as trials in Delaware Chancery Court. He served as principal lead counsel in many of the largest securities litigation cases in history, achieving successful recoveries for classes of investors in cases including *In re JPMorgan Chase & Co. Securities Litigation* (\$150 million); *In re Merck Vytarin/Zetia Securities Litigation* (\$215 million); *In re Cendant Corp. Securities Litigation* (\$3.3 billion); *In re Lucent Technologies, Inc. Securities Litigation* (\$675 million); *In re Bristol-Myers Squibb Securities Litigation* (\$300 million); *In re Daimler Chrysler A.G. Securities Litigation* (\$300 million); *In re Consec, Inc. Securities Litigation* (\$120 million); *In re Symbol Technologies Securities Litigation* (\$139 million); and *In re OM Group Securities Litigation* (\$92 million).

Mr. Berger has successfully argued several appeals that made new law favorable to investors, including *In re Suprema Specialties, Inc. Securities Litigation*, 438 F.3d 256 (3d Cir. 2005); *McCall v. Scott*, 250 F.3d 997 (6th Cir. 2001) and *Fine v. American Solar King Corp.*, 919 F.2d 290 (5th Cir. 1990.) In addition, Mr. Berger was lead class counsel in many important discrimination class actions, in particular *Roberts v. Texaco, Inc.*, where he represented African-American employees of Texaco and achieved the then largest settlement (\$175 million) of a race discrimination class action.

Mr. Berger is a member of the faculty of Columbia University School of Law, where he is a Lecturer in Law. He also serves on the Board of Visitors of the Law School. Previously, Mr. Berger was a member of the Board of Managers of Haverford College from 2000-2003. He is a member of the Board of Directors (and was Board co-Chair) of the GO Project, a not-for profit organization that provides academic support for New York City public school students. He also serves on the Board of the Madison Square Park Conservancy, a public-private partnership that operates and preserves one of New York City's great parks.

Mr. Berger is a 1976 graduate of Haverford College, and graduated in 1979 from Columbia University School of Law.



Director

Direct Dial:
(646) 722-8522

E-Mail: dberger@gelaw.com

Education:

Columbia University Law School,
J.D. (1979)

Haverford College, B.A., (1976)

Admissions:

New York, U.S. Court of Appeals for the 1st Circuit, U.S. Court of Appeals for the 2nd Circuit, U.S. Court of Appeals for the 3rd Circuit, U.S. Court of Appeals for the 6th Circuit, U.S. Court of Appeals for the 7th Circuit, U.S. Court of Appeals for the 9th Circuit, U.S. District Court for the Southern District of NY, U.S. District Court for the Eastern District of NY.



Grant & Eisenhofer

Robert G. Eisler

Robert Eisler is a director at Grant & Eisenhofer and leads the firm's antitrust practice. Mr. Eisler has been involved in many significant antitrust class action cases in recent years. He is experienced in numerous industries, including pharmaceuticals, paper products, construction materials, industrial chemicals, processed foods, municipal securities, and consumer goods.

Mr. Eisler is currently serving as co-lead counsel in several cases, including *Gordon et al. v. Amadeus et al.*, *In re London Silver Fixing, Ltd. Antitrust Litigation* and *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*. He has served as lead or co-lead counsel in many other significant antitrust cases, including *In re Buspirone Antitrust Litigation* (which led to a \$90 million settlement in which presiding Judge Koeltl stated that the plaintiffs' attorneys had done "a stupendous job"), *In re Ciprofloxacin Hydrochloride Antitrust Litigation*, *In re Flat Glass Antitrust Litigation*, and *In re Municipal Derivatives Antitrust Litigation*.

Mr. Eisler has played major roles in a number of other significant antitrust cases, including *In re Polyurethane Foam Antitrust Litigation*, *In re Blue Cross/Blue Shield Antitrust Litigation*, and *In re Linerboard Antitrust Litigation*. He also has significant experience litigating antitrust matters in the U.K., including cases concerning cartels in a number of industries, such as air cargo services, air passenger services, automotive glass, and pharmaceuticals, among others.

In addition to his antitrust work, Mr. Eisler has extensive experience in securities, derivative, complex commercial and class action litigation at the trial and appellate levels. He has been involved in numerous securities and derivative litigation matters on behalf of public pension funds, municipalities, mutual fund companies and individual investors in state and federal courts. Mr. Eisler graduated from LaSalle University in 1986, and in 1989, from Villanova University School of Law.



Director

Direct Dial:
(302) 622-7030 or
(646) 722-8537

E-Mail: reisler@gelaw.com

Education:

Villanova University Law School,
J.D. (1989)

LaSalle University, B.A. (1986)

Admissions:

Pennsylvania, New York, U.S.
Court of Appeals for the 8th
Circuit, U.S. District Court for the
Eastern District of MI, U.S.
District Court for the Southern
District of NY, U.S. District Court
for the Eastern District of NY,
U.S. District Court for the
Eastern District of PA



Grant & Eisenhofer

Deborah A. Elman

Deborah Elman is a director at Grant & Eisenhofer, where she represents clients in complex civil litigation, with a particular focus on antitrust and securities litigation. She has represented institutional clients and individuals in class actions, opt-out litigation, derivative actions, and arbitrations.

Ms. Elman is currently serving as co-lead counsel in several cases, including *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*, as well as class counsel in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, *In re Foreign Exchange Benchmark Rates Antitrust Litigation ("FOREX")*, *In re Novartis and Par Antitrust Litigation (Exforge)*, *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, *In re Zetia (Ezetimibe) Antitrust Litigation*, *In re Broiler Chicken Antitrust Litigation*, *In re Pork Antitrust Litigation*, and *In re Diisocyanates Antitrust Litigation*.

Ms. Elman has litigated numerous cases related to the financial crisis, including more than fifteen actions arising out of wrongdoing involving the issuance of residential mortgage-backed securities ("RMBS") and other complex financial products, resulting in several substantial settlements. Ms. Elman was class counsel in *Alaska Electrical Pension Fund v. Bank of America Corporation et al. ("ISDAFix")*. Additionally, Ms. Elman was a member of the litigation teams that successfully represented the lead plaintiff in a case dubbed "The Enron of India," *In re Satyam Computer Services Ltd. Securities Litigation*, which settled for \$150.5 million, and *In re Kinder Morgan Energy Partners, L.P. Derivative Litigation*, which settled for \$27.5 million. She represented institutional investors in *In re Merck and Co., Inc. Securities, Derivative & ERISA Litigation* and *In re Petrobras Securities Litigation*, resulting in substantial investor recoveries.

Prior to joining Grant & Eisenhofer, Ms. Elman represented clients before the SEC, DOJ, and state regulators, and participated in numerous appearances before federal and state courts as an associate at a leading New York law firm.

Ms. Elman served as a law clerk for the Honorable William L. Standish, United States District Judge, in the United States District Court for the Western District of Pennsylvania, participating in all aspects of federal trial court practice.

Ms. Elman graduated *cum laude* in 2001 from the University of Pittsburgh School of Law, where she was Lead Executive Editor of the *Journal of Law and Commerce*. She received a Masters of Public Health degree in 1997 from Columbia University, where she also graduated *cum laude* with a Bachelor of Arts degree in 1995.



Director

Direct Dial:
(646) 722-8534

E-Mail: delman@gelaw.com

Education:

University of Pittsburgh School
of Law, J.D., *cum laude* (2001)

Columbia University, M.P.H.
(1997)

Columbia University, B.A., *cum
laude* (1995)

Admissions:

New York, Pennsylvania,
U.S. Court of Appeals for the 3rd
Circuit, U.S. Court of Appeals for
the 9th Circuit, U.S. District
Court for the Southern District of
NY, U.S. District Court for the
Eastern District of NY, U.S.
District Court for the Western
District of PA



Grant & Eisenhofer

Kimberly A. Evans

Kimberly Evans is senior counsel at Grant & Eisenhofer, focusing her practice on appraisal rights, corporate governance, and complex litigation on behalf of institutional investor clients and other sophisticated stockholders.

Ms. Evans is an experienced trial lawyer who has litigated a number of complex matters before the Delaware Court of Chancery, including *In re Dole Food Co. Stockholder Litigation* and *In re Dole Food Co. Appraisal Litigation*, a stockholder class and appraisal litigation resulting in a damages award of \$148 million, plus interest, following a nine-day trial. The *Dole* litigation represents one of the largest recoveries in a non-derivative action in the history of the Delaware Chancery Court.

In addition to *Dole*, Ms. Evans has tried a number of cases before the Delaware Court of Chancery, including *In re Appraisal of DFC Global, Corp.* and *In re Appraisal of PetSmart, Inc.* Most recently, Ms. Evans co-chaired the trial team litigating *In re Appraisal of Jarden Corporation* on behalf of petitioners asserting that the cash/stock deal consideration paid by Newell Rubbermaid to acquire the Company did not reflect fair value. Ms. Evans served as co-lead of the trial team in presenting Petitioners' case over the course of a 4-day trial, and presented closing arguments in November 2018. Ms. Evans also has extensive experience in negotiating confidential appraisal settlements and has achieved successful results for appraisal clients prior to trial.

Outside of appraisal litigation, Ms. Evans is an experienced advocate for stockholder rights and has litigated many stockholder class and derivative actions. Ms. Evans is currently litigating *In re McKesson Corp. Stockholder Derivative Litigation* in the Northern District of California, *In re Liberty Tax, Inc. Stockholder Litigation* in Delaware Court of Chancery, and *In re BGC Partners, Inc. Derivative Litigation* in Delaware Chancery Court. During her career, Ms. Evans also has played a significant role in a number of securities fraud class actions that have achieved substantial recoveries for classes of investors and on behalf of individual and institutional investors who have opted out of class actions to pursue individual suits.

Prior to joining Grant & Eisenhofer, Ms. Evans worked as an associate at a well-known Philadelphia-area law firm, where she gained experience in the practice areas of securities, antitrust, and consumer protection class action litigation. She also previously worked as a paralegal in the Juvenile Division of the Philadelphia District Attorney's Office. In 2017, Ms. Evans was selected as one of the Legal 500 Next Generation Lawyers in the area of Plaintiff M&A Litigation. Ms. Evans earned her J.D. from Temple University in 2007 and received a B.A. in chemistry and criminal justice from La Salle University in 2003.



Senior Counsel

Direct Dial:
(302) 622-7086

E-Mail: kevans@gelaw.com

Education:

Temple University, Beasley
School of Law, J.D. (2007)

LaSalle University, B.A. (2003)

Admissions:

Delaware, Pennsylvania,
New Jersey, U.S. District Court
for the Eastern District of PA,
U.S. District Court for the District
of NJ



Grant & Eisenhofer

Rebecca A. Musarra

Rebecca Musarra is senior counsel at Grant & Eisenhofer. Ms. Musarra's practice includes securities, corporate governance, and consumer protection litigation, and other complex class actions.

Ms. Musarra has helped achieve significant shareholder recoveries in a variety of cases. She has participated in a number of appraisal actions in the Delaware Chancery Court, including as a member of the trial team in *In re Appraisal of Dell Inc.* Ms. Musarra has considerable experience pursuing successful books-and-records investigations on behalf of stockholders pursuant to 8 *Del C.* § 220. As a member of the Co-Lead Counsel team representing a class of insurance beneficiaries, Ms. Musarra litigated claims against health insurers in federal court for ERISA violations relating to coverage for treatments for mental health and substance use disorders, which resulted in defendants' inability to resume use of challenged medical necessity criteria and other significant injunctive relief, as well as a \$7 million fund for payment of allegedly improperly denied claims. She plays a principal role in pursuing a derivative breach of fiduciary duty case against entities and individuals associated with Cantor Fitzgerald, L.P. and **assists** the international liaison committee in a global consumer class action against Apple, Inc., arising out of its alleged throttling of iPhone/iPad device performance in 2017. As part of her *pro bono* activities, Ms. Musarra represents juvenile immigrants in state court and immigration court, and before federal agencies.

Prior to joining G&E, Ms. Musarra worked as an appellate law clerk to the Chief Justice of the Supreme Court of the Virgin Islands in St. Thomas, Virgin Islands.

Ms. Musarra received her J.D. degree from American University Washington College of Law in 2009, where she served as a member of the *American University Law Review*, was elected to Order of the Coif, and graduated *summa cum laude*. She obtained a B.A. in international relations from the College of William and Mary in 2003. Between college and law school, Ms. Musarra served as a Peace Corps Volunteer in Chad, Central Africa.



Senior Counsel

Direct Dial:
(302) 622-7026

E-Mail:
rmusarra@gelaw.com

Education:

American University Washington
College of Law, J.D., *summa cum laude* (2009)

The College of William and Mary,
B.A. (2003)

Admissions:

California, Delaware, New York,
U.S. Court of Appeals for the 2nd
Circuit, U.S. District Court for the
Northern District of CA, U.S.
District Court for the District of
DE, U.S. District Court for the
Southern District of NY



Grant & Eisenhofer

Kelly L. Tucker

Kelly Tucker is senior counsel at Grant & Eisenhofer, where she focuses her practice on securities litigation, corporate governance, and appraisal rights. Prior to joining G&E, Ms. Tucker worked at a Philadelphia area law firm practicing antitrust, consumer protection, and products liability litigation.

Ms. Tucker received her J.D. from Fordham University School of Law in 2010, where she was the Executive Notes and Articles Editor of the *Fordham Journal of Corporate and Financial Law* and a member of the Executive Board of Fordham Law Moot Court. She received her B.A. in international politics from American University in 2003.



Senior Counsel

Direct Dial:
(302) 622-7109

E-Mail: ktucker@gelaw.com

Education:

Fordham University School of Law, J.D. (2010)

American University, B.A. (2003)

Admissions:

Delaware, New York,
Pennsylvania, U.S. District Court
for the Eastern District of PA



Grant & Eisenhofer

Adam J. Gomez

Adam Gomez is an associate at Grant & Eisenhofer where he focuses on complex pharmaceutical and medical device litigation and environmental litigation. Prior to joining G&E, Mr. Gomez was an associate at a national defense litigation firm where he defended clients in catastrophic personal injury, products liability, professional liability, and civil rights litigation.

Mr. Gomez currently serves as Chair of the Insurance Committee representing residents and businesses harmed by the catastrophic gas explosions in Merrimack Valley, Massachusetts, caused by the negligence of Columbia Gas and NiSource. He also represents victims of the Paradise, California Camp Fire—the deadliest in the state’s history—where plaintiffs allege that fires were sparked by aging, unsafe electrical infrastructure maintained by Pacific Gas & Electric.

Mr. Gomez earned his J.D. from Temple University James E. Beasley School of Law in 2013, where he was a Beasley Scholar and received awards for Outstanding Oral Advocacy in the Integrated Trial Advocacy Program. He received his B.A. in Government from Wesleyan University in 2010 where he served as Chair of the Student Judicial Board and President of Delta Kappa Epsilon.

Mr. Gomez is a member of the Hispanic Bar Association of Pennsylvania. He was selected for inclusion in the 2018 list of “Rising Stars” in Pennsylvania *Super Lawyers*. He also belongs to the International Association of Privacy Professionals (IAPP) and is a Certified Information Privacy Professional (CIPP).



Associate

Direct Dial:
(302) 622-7107

E-Mail: agomez@gelaw.com

Education:

Temple University James E. Beasley School of Law, J.D., *cum laude* (2013)

Wesleyan University, B.A. (2010)

Admissions:

Pennsylvania, U.S. Court of Appeals for the 3rd Circuit, U.S. District Court for the Eastern District of PA



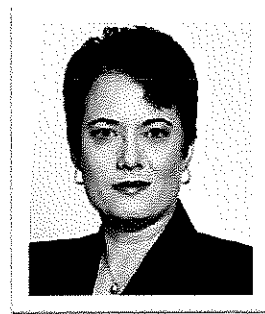
Grant & Eisenhofer

Laina M. Herbert

Laina Herbert is an associate Grant & Eisenhofer focusing her practice on corporate and commercial litigation, whistleblower/*qui tam* actions, and appraisal actions. Prior to joining G&E, Ms. Herbert was senior counsel practicing complex litigation at a Delaware law firm. Ms. Herbert also has extensive experience representing corporations, their directors and stockholders in corporate and commercial litigation relating to fiduciary duties, mergers and acquisitions, corporate governance and other issues concerning Delaware law. Her experience also includes federal patent infringement and intellectual property litigation in the U.S. District Court for the District of Delaware.

Ms. Herbert is a member of the board of directors of the Delaware 4-H Foundation, a member of the board of directors of the ACLU of Delaware and the Chair of the Roxana C. Arsht Fellowship. She is Content Editor of *The Journal of The Delaware State Bar Association*.

Ms. Herbert earned her J.D. *with honors* from the University of Maryland Francis King Carey School of Law in December 2004 where she served as an Associates Articles Editor of *The Business Lawyer*. She earned a B.S. in Biology, B.A. in Leadership Studies and minor in Women's Studies from the University of Richmond in 2000.



Associate

Direct Dial:
(302) 622-7016

E-Mail: lherbert@gelaw.com

Education:

University of Maryland School of Law, J.D. (2004)

University of Richmond, B.S. (2000); B.A. (2000)

Admissions:

Delaware, U.S. Court of Appeals for the 3rd Circuit, U.S. District Court for the District of DE



Grant & Eisenhofer

Viola Vetter

Viola Vetter is an associate at Grant & Eisenhofer where she represents public entities in matters seeking to redress statewide environmental contamination. She is currently working with different state Attorneys General in litigation concerning primarily environmental claims. Ms. Vetter also represents institutional investors in corporate governance and securities litigation.

Prior to joining Grant & Eisenhofer, Ms. Vetter was an associate at an international law firm, resident in Philadelphia, representing corporate clients in complex commercial, consumer and qui tam matters in state and federal courts.

Ms. Vetter earned her J.D. from Temple University Beasley School of Law in 2007, where she was a member of the *Temple Political & Civil Rights Law Review*. She received her B.S. in International Business and Political Philosophy, *magna cum laude*, from Elizabethtown College in 2004.

Ms. Vetter was selected to the 2015-2016 *Pennsylvania Super Lawyers Rising Stars* list for Business Litigation. She is fluent in English and German.



Associate

Direct Dial:
(302) 622-7041

E-Mail: vvetter@gelaw.com

Education:

Temple University Beasley School of Law, J.D. (2007)

Elizabethtown College, B.S.,
magna cum laude (2004)

Admissions:

Delaware, New York,
Pennsylvania, U.S. Court of
Appeals for the 3rd Circuit, U.S.
Court of Appeals for the 6th
Circuit, U.S. District Court for the
District of DE, U.S. District Court
for the Southern District of NY,
U.S. District Court for the
Eastern District of PA



Grant & Eisenhofer

RFP Response to

State of Arizona Office of the Attorney General

**Request for Proposal for Outside Counsel Services –
Consumer Fraud and Related Civil Actions
(Contingency Fee Only)**

February 28, 2019

ORIGINAL

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Grant & Eisenhofer P.A.

123 Justison Street
Wilmington, DE 19801
Tel: 302-622-7000
Fax: 302-622-7100

485 Lexington Avenue New York, NY 10017 Tel: 646-722-8500 Fax: 646-722-8501

30 N. LaSalle Street, Suite 2350
Chicago, IL 60602
Tel: 312-214-0000
Fax: 312-214-0001

Jay W. Eisenhofer
Managing Director
Tel: 646-722-8505
jeisenhofer@gelaw.com

February 28, 2019

Mr. Jerry Connolly, Procurement Manager
Ms. Cindy Palmer, Procurement Officer
Arizona Attorney General
Procurement Section
2005 N Central Ave
Phoenix, Arizona 85004

RE: Request for Proposal Solicitation #AG19-0030

Dear Mr. Connolly and Ms. Palmer,

Grant & Eisenhofer P.A. ("G&E" or "the Firm") is pleased to submit this response to the Office of the Arizona Attorney General's ("AGO") Request for Proposal ("RFP") Solicitation #AG19-0030 for Outside Counsel Services – Consumer Fraud and Related Civil Actions (Contingency Fee Only).

I, G&E Managing Director Jay W. Eisenhofer, will serve as lead counsel for the outside counsel team. Please see below for requested contact information. Other key personnel are identified within Attachment I.

Jay W. Eisenhofer, Managing Director
485 Lexington Avenue
New York, NY 10017
Email: jeisenhofer@gelaw.com
Phone: 646-722-8505
Fax: 646-722-8501

Pursuant to section 3.3.2.1. of the RFP, please find G&E's responses to the required sections below:

- Identify the submitting organization: Grant & Eisenhofer P.A.
- Identify the name and title of the person(s) authorized by the organization to contractually obligate the organization: Jay W. Eisenhofer, Managing Director





Grant & Eisenhofer P.A.

February 28, 2019

Page 2

- Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization: Jay W. Eisenhofer, Managing Director, 646-722-8505
- Explicitly indicate acceptance of the requirements of this solicitation: G&E accepts the requirements of this solicitation.
- Provide a narrative demonstrating why the company and key personnel are qualified to perform the services as outlined in the Scope of Work of this solicitation. The narrative should show expertise in these services, ability to plan and strategize and the ability to deal with contingencies:

G&E has 22 years of history representing public pension funds and other institutional investors in various types of complex litigation. Practice areas include consumer protection and products liability litigation (often representing Attorneys General), public entity representation, environmental litigation, complex pharmaceutical and medical device litigation, antitrust litigation, U.S. and international securities litigation and arbitration, bankruptcy, *qui tam*/False Claims Act litigation, intellectual property litigation, shareholder activism, civil rights, and birth injury litigation. Over the years, G&E has earned an international reputation as a leader in its field representing many of the world's largest institutional investors, both public and private. The Firm has been named one of the nation's top plaintiffs' firms by *The National Law Journal* in the annual "Plaintiffs' Hot List" every year since the List's inception in 2005, and was named a "Most Feared Plaintiffs Firm" by Law360 for three years in a row. Firm directors—many of whom have several decades of experience—consistently achieve the highest rankings from Martindale-Hubbell, Best Lawyers, Lawdragon, National Trial Lawyers Top 100, Legal 500 and *Super Lawyers*.

G&E has a lengthy track record of success providing investigation and litigation services to Attorneys General and local government agencies, as well as state, municipal, and Taft-Hartley pension funds in some of the largest, most complex cases in U.S. courts. The Firm assists its public clients in all phases of the litigation process, including evaluating potential cases and the legality of questionable practices undertaken by corporations, customized recommendations and guidance in the decision-making process, assistance in pre-litigation activities including gathering documents and investigating facts, zealous representation throughout the litigation including document review and support throughout the case, and discussions concerning whether or on what terms to settle a case.



Grant & Eisenhofer P.A.

February 28, 2019

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G&E's history representing governmental and public entities runs deep across its many practice areas. The Firm has great familiarity with working for Attorneys General nationwide, aiming to protect the public from consumer fraud, environmental malfeasance, and antitrust conduct. Approximately 80% of G&E's services are devoted to the representation of governmental entities. As such, G&E understands the unique concerns public entities have regarding the nature, quantity, and quality of cases they bring; as well as issues of optics, precedent, and the need to weigh competing demands. Further, G&E recognizes the day-to-day demands on its public clients' staff, and is considerate of their resource limitations. G&E's high level of sensitivity and sophistication with respect to these issues has been integral to the success of its practice. Currently, G&E is involved in or evaluating numerous cases on behalf of Attorneys General.

- State Environmental, Consumer Protection and Products Liability Litigation: G&E represents Attorneys General, and other plaintiffs, who have been significantly injured by corporate misconduct in matters ranging from deceptive advertising to environmental contamination to defective manufacturing. G&E has significant expertise leading class action litigation against companies in the automotive, financial, insurance, communications, and pharmaceutical industries, and has achieved multi-million dollar settlements on behalf of harmed plaintiffs. G&E's team of attorneys represents a number of states and municipalities in litigation against Monsanto arising out of its production, marketing, distribution, and sale of PCBs, resulting in widespread environmental contamination, including substantial impairment of major waterbodies. These cases seek monetary damages for injury to natural resources and an abatement plan to be funded by Monsanto.

G&E also represents states seeking recovery for injuries to groundwater and other natural resources caused by the manufacturers of toxic firefighting foam, including 3M. G&E attorneys have experience representing clients in actions such as an MTBE water contamination class action, class action litigation involving hydrogen sulfide off-gassing in residential homes, bacterial water contamination, and emissions of welding fumes, diesel fumes and hard metals during manufacturing operations.

G&E currently serves as court-appointed Co-Lead counsel and Chair of the Insurance Committee representing residents and businesses harmed by the catastrophic gas explosions in Merrimack Valley, Massachusetts, caused by the negligence of Columbia Gas and NiSource. The Firm also represents victims of the Paradise, California Wildfires, which devastated lives of thousands of people and destroyed thousands of buildings—plaintiffs allege that the wildfires were sparked by aging, unsafe electrical infrastructure maintained by Pacific Gas & Electric.



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Attorneys at G&E have represented hundreds of families injured by environmental contaminants, including radon, arsenic, and rocket fuel, resulting in significant multi-million dollar settlements. Additionally, G&E was appointed to the executive committee in *In re Apple iPhone Device Performance Litigation* as well as in the *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation* case.

- Pharma-Related Litigation: Lawyers in G&E's securities, corporate governance, antitrust, and consumer groups have prosecuted cases against a number of pharmaceutical companies and makers of health care products for actions including fraud, product bundling, breach of fiduciary duty, market manipulation, and other financial improprieties. In one such example, G&E currently represents an Attorney General in litigation against GlaxoSmithKline relating to the company's marketing and sales of multiple pharmaceutical products.

Lawyers in G&E's False Claims litigation group have pursued cases against large pharmaceutical companies for schemes involving the misbranding of drugs, off-label marketing, and kickbacks designed to increase drug sales. As one of the largest plaintiff firms in the industry, G&E has recovered billions of dollars in some of the largest and most successful actions against pharmaceutical product and device manufacturers in recent years, including:

- \$2.3 billion settlement from Pfizer
 - \$1.6 billion settlement from Abbott Laboratories
 - \$1.4 billion settlement from Stryker Corporation
 - \$1.04 billion settlement from GlaxoSmithKline
 - \$922 million settlement from UnitedHealth Group
 - \$486 million settlement from Pfizer
 - \$257.4 million settlement from Wyeth Pharmaceuticals
 - \$237 million jury award against Pfizer
 - \$215 million settlement from Merck & Co.
 - \$52 million settlement from Abbott Laboratories
 - \$24.9 million settlement from Amgen, Inc.
- Complex Pharmaceutical and Medical Device Litigation: G&E's complex pharmaceutical and medical device litigation group represents plaintiffs who have been significantly injured by defective pharmaceutical drugs or devices. Our lawyers have decades of experience in such complex litigation, and have a record of success against major corporations. Often chosen to lead national litigation, the lawyers at G&E pride themselves on generating the highest quality of work product in cases of national significance.



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Some of our large-scale cases include, among others, *Essure*, where G&E director Elizabeth Graham is Co-Liaison Counsel in California and serves as a member of the

Plaintiffs' Executive Committee leading the litigation; *Zofran*, where Ms. Graham serves as co-lead on the Plaintiffs' Executive Committee and as Chair of the Law & Briefing Committee in the MDL and G&E director Thomas Ayala serves as the Chair of the Science/Expert Committee; and *Xarelto*, where G&E is leading the Law & Briefing Committee and is a member of the Bellwether Selection Committee.

- Antitrust Litigation: G&E's antitrust practice group concentrates on complex antitrust class and individual actions. The Firm's antitrust attorneys are skilled in identifying, monitoring, evaluating, and analyzing antitrust litigation across many industries including financial services, pharmaceutical drugs and devices, paper products, construction materials, industrial chemicals, processed foods, municipal securities, and consumer goods.

G&E also has experience litigating antitrust matters in the UK, including cases concerning cartels in a number of industries, such as air cargo services, air passenger services, automotive glass and pharmaceuticals, among others. G&E serves as lead counsel, on the Plaintiffs' Steering Committee or Executive Committee in several notable antitrust cases, including matters concerning silver price fixing, global distribution systems, and Keurig Green Mountain coffee.

G&E represents clients on a contingency fee basis, with the Firm advancing all costs and expenses of the representation. The AGO will have no responsibility for any fees, costs, or expenses if a recovery is not obtained. If there is a recovery, G&E accepts the fee schedule set forth in A.R.S. § 41-4803.

We are available to meet with you to answer any questions or to provide you with additional information about our firm, our experience, and the services we offer. Please do not hesitate to contact us to schedule a meeting or to answer any questions you may have.

Sincerely,

Jay W. Eisenhofer
Managing Director



NOTICE FOR REQUEST FOR PROPOSAL
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

NOTICE

The Office of the Arizona Attorney General (hereinafter the “AGO”), in accordance with the Arizona Procurement Code, is issuing the attached Request for Proposal (hereinafter “RFP”) for Outside Counsel Services – Consumer Fraud and Related Civil Actions (Contingency Fee Only).

OUTSIDE COUNSEL FIRMS AWARDED CONTRACTS ON AG18-0013

This RFP is to supplement the previously awarded RFP, AG18-0013: Outside Counsel Services – Consumer Fraud and Related Civil Actions (Contingency Fee Only). Firms awarded contracts under this solicitation need not respond.

REQUIREMENTS

Any law firm is invited to respond to this RFP regardless of size. Sole practitioners are acceptable.

OVERVIEW OF SERVICES

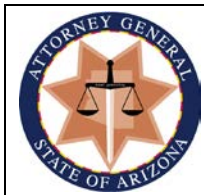
The purpose of this RFP is to establish contracts with legal counsel for the AGO to independently retain legal counsel, on an “as needed, if needed” basis to assist with legal action against potential parties for violations of the Arizona Consumer Fraud Act arising out of deceptive acts and misrepresentations made to Arizona consumers. Upon retention, Outside Counsel will assist the AGO on a contingency fee basis per the terms set forth in this Request for Proposal. It is understood that this contract, due to the complexity of legal matters, is not intended to be a mandatory contract. Certain matters may be contracted outside this contract based upon the specific need.

INSTRUCTIONS FOR RESPONSE

The instructions to respond are included in the attached RFP. Responses are expected to comply with these instructions and contain sufficient information to justify an award.

QUESTIONS REGARDING RFP

Questions should be directed to Jerry Connolly at 602-542-8030 or emailed to Jerry.Connolly@azag.gov or Cindy Palmer at 602-542-7986 or emailed to Cindy.Palmer@azag.gov.



**REQUEST FOR PROPOSAL
SOLICITATION # AG19-0030**

**State of Arizona
Office of the Attorney General**
2005 N Central Ave
Phoenix, AZ 85004

DESCRIPTION: AG19-0030 - SUPPLEMENTAL OUTSIDE COUNSEL – CONSUMER FRAUD AND RELATED CIVIL ACTIONS (CONTINGENCY FEE ONLY)

SOLICITATION DUE DATE/TIME: PROPOSALS ARE DUE BY MARCH 1, 2019 AT 3:00PM Local AZ Time

THIS RFP IS BEING ISSUED OUTSIDE ARIZONA PROCUREMENT PORTAL (APP). DO NOT SEND YOUR RESPONSE TO APP. THE INSTRUCTIONS FOR RESPONDING ARE INCLUDED IN THIS RFP.

ELECTRONIC COPY OF RFP: An electronic copy of this Request for Proposal (RFP) with applicable Attachments is available at <https://www.azag.gov/procurement> or you may request the RFP by sending a request to procurement@azag.gov; the solicitation number should be identified in the subject line and contact information for your firm provided with the e-mail. The Solicitation on file in the Office of the Arizona Attorney General, Procurement Section shall have precedence over any differing documents. Changes to this Request for Proposal shall be without effect unless proposed in accordance with the Uniform and Special Instruction Sections of this Solicitation and specifically accepted by the Office of the Arizona Attorney General.

OFFER DELIVERY LOCATION: Proposals shall be mailed or delivered to the Office of the Arizona Attorney. Proposals must be in a sealed envelope or container. Proposals should be marked Solicitation #AG19-0030. No fax or electronic copies will be accepted. All proposals must be received by the Solicitation due date and time specified. Any response received after the Solicitation due date and time specified will not be considered.

PHYSICAL MAILING and DELIVERY ADDRESS:

Arizona Attorney General
Procurement Section
2005 N Central Avenue
Phoenix, Arizona 85004

GENERAL: In accordance with A.R.S. §41-2538 competitive sealed proposals for the services specified will be received by Office of the Arizona Attorney General, Procurement Section at the specified locations until the time and date cited above. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. Offers must be in the actual possession of Office of the Arizona Attorney General, Procurement Section on or prior to the Solicitation Due Date and Time and at the Offer Delivery locations indicated above. Late offers shall not be considered. Hand Delivered or Mailed offers must be submitted in a sealed package with the Solicitation number and the Offeror's name and address clearly indicated on the package. Additional instructions for preparing a proposal are provided in the Special Instructions to Offerors to Offerors as contained within this notice.

QUESTIONS REGARDING RFP:

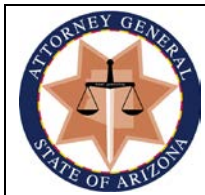
Solicitation Contact Person:

Jerry Connolly, Procurement Manager
Phone: (602) 542-8030 / Fax: (602) 251-2285
E-mail: Jerry.Connolly@azag.gov

Solicitation Contact Person:

Cindy Palmer, Procurement Officer
Phone: (602) 542-7986 / Fax: (602) 251-2285
E-mail: Cindy.Palmer@azag.gov

Offerors are Strongly Encouraged to Carefully Read the Entire Request for Proposal



SCOPE OF WORK

SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

1. SCOPE OF WORK

1.1. Background

The Office of the Arizona Attorney General (AGO) has the authority to bring actions alleging violations of the Consumer Fraud Act (A.R.S. §44-1521 *et. seq*) and/or other state and federal consumer protection laws. The Civil Litigation Division (CLD) of the AGO works to protect the public from consumer fraud, antitrust and anti-competitive conduct, and related civil litigation matters, as well as to provide advocacy and public education on consumer protection and related issues with an emphasis on fraud and abuse.

1.2. Purpose

The purpose of this Request for Proposal is to establish contracts with legal counsel for the AGO to independently retain legal counsel, on an “as needed, if needed” basis to assist with legal action against potential parties for violations of the law arising out of deceptive acts and misrepresentations made to Arizona consumers as well as other related conduct. Upon retention, Outside Counsel will assist the AGO on a contingency fee basis per the terms set forth in this Request for Proposal. It is understood that this contract, due to the complexity of legal matters, is not intended to be a mandatory contract. Certain matters may be contracted outside this contract based upon the specific need.

1.3. Assignment of Cases

No work, in the name of the Office of the Arizona Attorney General or the State of Arizona shall be undertaken without a written assignment letter or Notice to Proceed from the AGO. Cases will be assigned based on a case-by-case basis.

1.4. Goals

Litigation on matters would be brought under the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et. seq* and/or other state and federal consumer protection laws and related statutes, on behalf of the State of Arizona. Such litigation would seek to recover civil penalties, disgorgement, restitution, attorneys' fees, costs, potential injunctive relief and other equitable relief, and any other appropriate relief, after consultation with the AGO. The Attorney General will consider seeking all or any combination of these remedies.

1.5. Hierarchy

The retention of Outside Counsel under this contract is intended to aid the Attorney General in representing the State of Arizona in potential matters. The AGO will be actively involved in all stages of matters and will be the ultimate decider on all material aspects and issues, including (but not limited to) whether and when to file suit; whom to sue; what claims to assert in any suit; and whether and on what terms to settle or proceed to trial. The AGO shall be co-counsel of record in the litigation.

1.6. Scope of Work Tasks

Outside Counsel shall be responsible for the following tasks and shall perform these tasks in accordance with the Method of Approach or other case-plan documents prepared in connection with a particular representation, written assignment letter, or Notice to Proceed.

- 1.6.1. Evaluation of Legality of Practices
- 1.6.2. Decision Process
- 1.6.3. Pre-Litigation Activities



SCOPE OF WORK
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

- 1.6.4. Litigation, including all appeals
- 1.6.5. Litigation Support (including document reviews)
- 1.6.6. Post Litigation Support

1.7. Reporting

1.7.1. Monthly Reports

Outside Counsel shall prepare and submit monthly reports to the AGO summarizing activities from the previous month and detailing the hours, rates, and costs incurred during that month. Throughout the pendency of this matter, Outside Counsel shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one tenth of one hour and shall promptly provide these records to the AGO on request. Where time is spent or expenses are disbursed or incurred by Outside Counsel that also benefit other clients of Outside Counsel in other, similar litigation, only the portion of such time or expenses exclusively allocable to the State in connection with this matter shall be claimed as reasonable expenses of prosecuting the envisioned litigation. The report shall also include activities planned for the upcoming month and budgetary costs associated with these activities. The report shall be due by the seventh day of each month. Reports shall be prepared in a format and of a quality approved by the AGO.

1.7.2. Reporting of Related Class Action Litigation

If at any time during the course of a representation Outside Counsel serves as class counsel or files court papers seeking to serve as class counsel in a class action related to the representation or the conduct at issue in the representation, Outside Counsel must immediately notify the AGO of the pertinent class action and Outside Counsel's role or requested role in the class action.

1.8. Compensation

1.8.1. Contingency

Neither the Office of the Attorney General nor the State of Arizona is liable under this Agreement to pay compensation to Outside Counsel other than from a specific fund of monies that is recovered in connection with assigned matters on behalf of the State or its agencies as a result of settlement or judgment.

1.8.2. Compensation

- 1.8.2.1. It is agreed that the pre-set, fixed fee ("Fee") to be charged by Outside Counsel in connection with the representation described in this Agreement shall be contingent so that if no recovery is obtained on behalf of the Attorney General or the State of Arizona in this matter, no Fee will be charged by Outside Counsel for the representation. If there is a recovery, the Fee will be based on the contingent fee percentages set forth in A.R.S. § 41-4803, which percentages shall be applied to the gross amount received by settlement, at trial, or on appeal, subject to the following specific limitation: the Fee shall be calculated only based upon the recovery and collection of civil penalties pursuant to A.R.S. § 41-1531 or disgorgement pursuant to A.R.S. § 41-1529(A)(3), and shall not be calculated based upon the recovery of any amounts agreed upon, awarded, recovered, received, or collected as consumer restitution.



SCOPE OF WORK
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State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

- 1.8.2.2. The Fee shall not include costs, except as set forth here. Outside Counsel shall be responsible for paying all internal, litigation-related expenses of Outside Counsel, including (but not limited to) costs related to copies and office supplies, as well as all fees relating to factual discovery and document review, including (but not limited to) document review fees, document hosting and storage fees, and fees related to acquisition of attorney work product from related actions pertinent to factual discovery or review of documents. Fees relating to the engagement and use of expert witness, as well as court fees and appearance fees shall be the responsibility of the State. These fees for which the State will bear ultimate responsibility shall be paid by the State only as follows. Outside Counsel shall advance all such costs and expenses on behalf of the State. Outside Counsel shall not submit to the AGO or the State an invoice for such costs and expenses on an interim basis, but instead shall keep a detailed accounting during the course of the representation (subject to review upon request by the AGO). In the event of any recovery by the State or AGO in connection with this representation, the State agrees that Outside Counsel shall then be paid for all such advanced costs and expenses from the State's share of the recovery. In the event the litigation is dismissed, or the State recovers an amount that does not exceed the reimbursable costs and disbursements detailed above, or the State recovers nothing, or Outside Counsel is terminated without cause, the AGO agrees to seek a legislative appropriation to reimburse reasonable costs. Outside Counsel understands and acknowledges that the AGO's obligation to pay for such costs and expenses under said circumstances is entirely subject to and conditioned upon a legislative appropriation outside the control of the AGO, and Outside Counsel may seek a recovery for such costs and expenses only from funds so appropriated. The State will, however, be responsible for and pay any costs or expenses directly assessed against the State in connection with this representation by a court of competent jurisdiction, such as jury fees and taxable costs of an opposing party.
- 1.8.2.3. Notwithstanding the above, neither the State nor the AGO shall be responsible for sanctions entered against Outside Counsel.

1.9. Basis of Compensation

- 1.9.1.** If there is a recovery and collection of disgorged profits or penalties for the State, the amount of compensation due to Outside Counsel as a Fee shall be paid in an amount no greater than the percentages set forth in A.R.S. §41-4803, with the limitations set forth in the statute not to be exceeded, the contingent fee shall not be applied to any amount agreed upon, awarded, recovered, received, or collected as consumer restitution, and the Fee being further subject to judicial approval for reasonableness.
- 1.9.1.1. Contingency fee maximums are established by A.R.S. §41-4803, the AGO reserves the right to negotiate the rate before assigning a case.
- 1.9.2.** A defendant who is "settling" is a defendant who has entered into a written settlement agreement with the State of Arizona. The settlement agreement shall determine the compensation as per paragraph 1.12. Settlement below.
- 1.9.3.** If Outside Counsel represents any other governmental entity in litigation related in type to that detailed above against the same or similar entities as those described above, and agrees to



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represent such entity for a contingency fee lower than that set forth in A.R.S. §41-4803, the contingency fee herein shall be reduced to meet that lower percentage. It is the intent of Outside Counsel to provide the State of Arizona with the best price it offers for its services.

- 1.9.4.** The State reserves the right to petition any court before payment to determine reasonableness of attorneys' fees outlined in this Agreement.

1.10. Challenge to Contingency Fee Arrangements

- 1.10.1.** The AGO and Outside Counsel agree that the contingent fee provisions set forth in A.R.S. §§ 41-4801 to 41-4805 are valid and govern any contract that may result from this Request for Proposal. The AGO and Outside Counsel agree that the percentage limitations of A.R.S. § 41-4803 properly apply to the special circumstances of this solicitation. The AGO and Outside Counsel further agree that the percentages set forth in A.R.S. § 41-4803 are reasonable and in the public interest.

- 1.10.2.** The AGO and Outside Counsel are aware that defendants may challenge and seek to invalidate or limit this contingency fee arrangement. Any such challenge shall not excuse Outside Counsel's performance under this Agreement. The AGO agrees to join Outside Counsel in opposing any challenge to this contingency fee arrangement. In the event of a successful challenge to this contingency fee agreement, the AGO agrees to join Outside Counsel in arguing to the Court that the contingency fee percentages set forth in A.R.S. § 41-4803 are fair and reasonable for purposes of compensation and a formal attorneys' fees application, and in the event such argument is not successful, then Outside Counsel agrees to and shall continue its representation of the State in the litigation at the following maximum hourly billing rates: for partners, not to exceed \$400 per hour; for associates, not to exceed \$250 per hour; for paralegals, not to exceed \$125 per hour. In such event, these hourly fees shall be contingent upon and payable solely out of any recovery obtained in the litigation. If there is no recovery, Outside Counsel will not be paid for such hourly work. If the recovery is insufficient to pay for such hourly work in full, then any excess remainder hourly fees will not be paid. Outside Counsel shall not submit to the AGO or the State an invoice for such hourly fees on an interim basis. Neither the AGO nor the State is liable under this Agreement to pay compensation of any kind to Outside Counsel, other than from a specific fund of monies that may be recovered on behalf of the State or its agencies as a result of settlement or judgment obtained against the named defendants in the litigation. In the alternative, in the event of a successful challenge to this contingency fee agreement, the AGO or the State, in their sole discretion, may terminate this contract and discharge Outside Counsel from any further representation of the State in the litigation.

- 1.10.2.1. The hourly rates established above are maximum rates and may be negotiated before assigning a case.

- 1.10.3.** Notwithstanding anything to the contrary in this paragraph, in the event the litigation is dismissed, or the State recovers an amount that does not exceed the hourly billings of Outside Counsel, or Outside Counsel is terminated without cause, the AGO, in its sole discretion, may seek a legislative appropriation to reimburse the hourly billings of Outside Counsel. Outside Counsel understands and acknowledges that the AGO's obligation to pay for such costs and expenses under said circumstances is entirely subject to and conditioned upon a legislative



SCOPE OF WORK
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

appropriation outside the control of the AGO and Outside Counsel may seek a recovery for such costs and expenses only from funds so appropriated.

1.10.4. Furthermore, in no event shall the State be required to pay a contingent fee or hourly fee that is unreasonable under the circumstances.

1.11. Court Awarded Attorney Fees

The State intends to seek an award from a court of fees and costs for prosecution of the case. In addition to maintaining detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of no greater than one tenth of one hour, as set forth above, Outside Counsel shall further ensure that these time records are in a format sufficient to support a court-imposed attorneys' fee award based on those records, including, but not limited to, ensuring the use of the type of specific, detailed billing in an itemized fashion (with no use of block billing) that is required to support an attorneys' fee application in Arizona courts.

Should the court award attorney fees and costs to the State, such amounts will be retained by the State to offset some or all of the fees paid to Outside Counsel under this Agreement.

1.12. Settlement

This compensation agreement applies to any partial or total settlement of the matter that is the subject of this representation. In addition, in the event the AGO enters into a partial settlement against the advice of Outside Counsel, Outside Counsel agrees to and shall continue its representation of the State in the litigation against the remaining defendants and to be compensated in accordance with paragraphs 1.8 and 1.9 and 1.10 above. In the event, the AGO enters into a settlement against the advice of Outside Counsel, and such settlement completely resolves the litigation, Outside Counsel agrees to and will be compensated in accordance with paragraphs 1.8 and 1.9 and 1.10 above.

1.13. Advance Payment Prohibited

No payment in advance or in anticipation of services or supplies under this contract shall be made by the AGO.



SPECIAL TERMS AND CONDITIONS
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

2. SPECIAL TERMS AND CONDITIONS

2.1. Contract

Authority to Contract: This Contract is issued for the AGO in accordance with A.R.S. § 41-2538.

2.2. Contract Type/Compensation

Contingency Fee

2.3. Term of Contract

- 2.3.1.** The term of the Contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended pursuant to the terms herein.
- 2.3.2.** This contract may be extended by written amendment for an additional 48 months after the original award.
- 2.3.3.** Should a case be appointed under this contract, the term of the Contract shall extend from the date of appointment through the term of Litigation unless terminated pursuant to the terms herein, whether the original contract is extended by written amendment or not.

2.4. Termination without Cause

The AGO may terminate this Agreement without cause and without penalty upon at least thirty (30) days written notice to Outside Counsel. At the conclusion of the litigation, Outside Counsel terminated without cause will be entitled to be reimbursed for reasonable out-of-pocket costs in accordance with paragraph 1.8 above. In any contract with substitute counsel, the AGO will require substitute counsel to share on a pro-rata basis with counsel terminated without cause any attorneys' fees recovered, according to each counsel's reasonable percentage of time and work spent on the litigation, or as otherwise agreed to by substitute counsel and terminated counsel. Substitute counsel's obligation to share fees with Outside Counsel will only arise at the conclusion of the litigation if there is a recovery by settlement or judgment.

2.5. Termination with Cause

The AGO may terminate this Agreement for cause if Outside Counsel breaches any material terms or conditions of this Agreement or fails to perform or fulfill any material obligation under this Agreement or negligently pursues the litigation so as to cause harm to the State. Outside Counsel shall be provided written notice of termination. The AGO may further terminate this Agreement and end any representation for cause upon receipt of a notification from Outside Counsel pursuant to paragraph 1.7.2, or upon the AGO otherwise learning that Outside Counsel serves as class counsel or is seeking to serve as class counsel in a class action related to the representation or the conduct at issue in the representation under this Agreement. If Outside Counsel is terminated for cause, Outside Counsel shall not be entitled to compensation or reimbursement of any kind under this Agreement.

2.6. Documents Incorporated by Reference

The State of Arizona's Uniform Instructions to Offerors (Rev 9-2014) and Uniform Terms and Conditions (V9 - Rev 7-1-2013) are incorporated into this Contract. Offerors are encouraged to obtain these documents. Offerors may obtain copies by visiting the Arizona State Procurement Office (SPO) web site at:



SPECIAL TERMS AND CONDITIONS
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

<https://spo.az.gov/administration-policy/state-procurement-resource/standard-forms-and-documents> or by calling the Office of the Attorney General, Procurement at (602) 542-8030.

2.7. Estimated Usage

Any Contract resulting from this Solicitation shall be used on an as needed, if needed, basis. The State makes no guarantee as to the amount of work, if any, that may be performed under any resulting Contract.

2.8. Non-Exclusive Contract

The State has the right to procure the services listed herein from attorneys other than those awarded Contracts pursuant to this Solicitation.

2.9. Ownership of Materials

All materials, documents, deliverables and/or other products of the Contract (including but not limited to work plans, reports, etc.) shall be the sole, absolute and exclusive property of the AGO, free from any claim or retention of right on the part of the Outside Counsel, its agents, subcontractors, officers or employees.

2.10. Outside Counsel Responsibilities

2.10.1. Outside Counsel

A "team arrangement" or "multiple firm arrangement" may be proposed, but must be proposed as a Outside Counsel/Co-Counsel relationship. A firm must be designated as Outside Counsel. Outside Counsel shall be responsible for all contractual obligations and the management of all "Co-Counsels". Outside Counsel shall also be responsible for and agrees to be liable for any acts or omissions of Co-Counsel in the carrying out of its duties on behalf of the State. The AGO will not become part of any negotiations between Outside Counsel and Co-Counsel or accept any invoices from Co-Counsel. Any agreement between Outside Counsel and Co-Counsel shall include provisions indicating that the AGO and the State of Arizona are not third-party beneficiaries of such agreement and that Co-Counsel is not a third-party beneficiary of this Agreement. A Proposal that reflects a teaming arrangement designating more than one entity as a cosigner of the proposal will not be accepted.

2.10.2. Key Personnel

It is essential that the Outside Counsel provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. Outside Counsel must assign specific individuals to key positions. Outside Counsel agrees and understands that this Agreement is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Outside Counsel's proposal. Therefore, Outside Counsel agrees that no substitution of such specified individual(s) and/or personnel qualifications shall be made without the prior written approval of the AGO. Outside Counsel further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the AGO's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The AGO agrees that an approval of a substitution will not be unreasonably withheld. Outside Counsel shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under this Contract. Outside Counsel agrees to reveal its staffing levels by function, including resumes,



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upon request by the AGO at any time during the performance of this Contract.

2.10.3. Lead Counsel

Outside Counsel shall name an individual as the Lead Counsel for the outside counsel team. This individual shall be considered a Key Personnel as defined in this contract. The Outside Counsel shall provide the Lead Counsel's complete address, e-mail address and telephone and Fax numbers. The Lead Counsel shall be the company representative to whom all correspondence, official notices, and requests related to the project shall be addressed. If a firm joins together with another firm or firms, the firms shall name only one Lead Counsel.

2.10.4. Other Key Personnel

Outside Counsel should provide the name of any other individual who will perform duties to directly support the person offered as the Lead Counsel. The crucial duties this individual will perform should be identified.

2.10.5. Removal of Outside Counsel's Employees

The AGO may require the Outside Counsel to remove from an assignment employees who endanger persons, property or whose continued employment under this Contract is inconsistent with the interests of the AGO.

2.10.6. Availability of Outside Counsel

The Outside Counsel shall be available immediately upon receipt of the Notice to Proceed and remain available to the AGO throughout the period of performance as stated in the Contract.

2.10.7. Submission of Electronic Deliverables

At the request of the AGO, the Outside Counsel shall submit electronic deliverables. All electronic deliverables shall be in format compatible with AGO software. The AGO currently uses the MS Office 2010 suite of products (e.g. docx, xlsx, and pptx) and Adobe Acrobat Pro X (e.g. pdf) software, other formats may be considered. Electronic Deliverables shall be treated with confidentiality and provided through encrypted e-mail, the AGO file share website (<https://agfileshare.azag.gov>), encrypted hard drive, or encrypted flash drive.

2.11. Oversight and Draft Document Review

2.11.1. Oversight

The retention of Outside Counsel is intended to aid the Attorney General in representing the State of Arizona in a major matter. The AGO will be actively involved in all stages of this matter and deciding all major issues, including whether to file suit, when to file suit, who to file suit against, approval of the asserted claim or claims and whether and on what basis to settle or proceed to trial. Outside Counsel shall acknowledge and defer to the Attorney General for direction and decisions.

2.11.2. Review of Services

The AGO reserves the right to review all and every part of the Services during performance or after completion as the AGO may see fit. If the Services or any part thereof have not been performed in accordance with this Agreement to the satisfaction of the Attorney General, the AGO may order that no further services be performed and may reject and refuse to pay for any improperly performed



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services and shall fully comply with all the requirements set forth in A.R.S. § 41-4803(C) and elsewhere.

2.11.3. Draft Document Review

Prior review of all documents is required to assure the AGO approval of the information, content and completeness. Documents for prior review shall include all pleadings, petitions, findings and any other document produced in the pursuit of a representation undertaken pursuant to this Agreement. All draft deliverables and other materials developed by the Outside Counsel as part of a representation under this Agreement shall be reviewed and approved in writing by the AGO prior to finalizing the material. Outside Counsel shall promptly provide, in final form, the designated assistant attorney general with copies of all pleadings, discovery requests and responses, and relevant correspondence related to the Litigation.

2.11.4. Settlements/Compromises

All offers of compromise shall be promptly transmitted to the Attorney General together with Outside Counsel's recommendation.

2.11.5. Depositions

Notices of depositions shall not be issued by Outside Counsel without prior written authorization from the AGO. Notices of depositions of State of Arizona employees filed by any party must be submitted to the Attorney General immediately upon Outside Counsel's receipt to make necessary arrangements for their testimony. Summaries of all depositions will be supplied by the assigned counsel from the AGO on conclusion of the deposition. Ordinarily, only one attorney should attend depositions, although, upon AGO prior approval, Outside Counsel may have more than one attorney attend a deposition. The AGO may request the presence of a State of Arizona employee at one or more depositions.

2.11.6. Testimony

Should Outside Counsel be required to testify at any judicial, legislative, or administrative hearing concerning matters in any way related to the Services performed under this Agreement or an engagement undertaken pursuant to this Agreement, Outside Counsel shall immediately supply to the Attorney General or his designated representative in writing all information likely to be disclosed at said hearing as well as Outside Counsel's position thereon. Should Outside Counsel be required by a third party to testify at any judicial, legislative or administrative hearing not specified in this Agreement but concerning the subject matter of this Agreement or an engagement undertaken pursuant to this Agreement, Outside Counsel shall immediately notify the Attorney General or his designated representative in order to enable State of Arizona representatives to attend and participate.

2.11.7. Media

Outside Counsel should, in the absence of direction in writing from the AGO, refrain from making any statement to a member of the media related to any representation entered into under this Agreement, or related to the subject matter of a representation entered into under this Agreement. Should Outside Counsel be asked to give a statement to the media related to any representation entered into under this Agreement or the subject matter of a representation entered into under this Agreement, Outside Counsel shall immediately refer the inquiry to the AGO, unless otherwise directed in writing by the AGO.

2.11.8. Privileged Communications



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All confidential communications between the Attorney General, any State of Arizona officer, employee or agent ("Arizona") and Outside Counsel, whether oral or written, and all Documentation, whether prepared by Outside Counsel or supplied by Arizona, shall be considered privileged communications and shall not, except as required by law, be communicated by Outside Counsel to any public agency, insurance company, rating organization, contractor, vendor, counsel, or any other third party or entity whether or not connected in any manner with Arizona or Outside Counsel, without the prior written consent of the Attorney General. If such communications are approved, or if such communications are required to be disclosed by law, Outside Counsel shall immediately provide the Attorney General with two (2) copies of each written communication and/or two (2) copies of summaries of each oral communication. If such communication is required by law, Outside Counsel shall immediately provide the Attorney General written notice as to the time, place, and manner of such disclosure as well as a written summary of any information likely to be disclosed by such disclosure, and Outside Counsel's position thereon.

2.12. Records

Pursuant to A.R.S. §§35-214, 35-215, and 41-4803, Outside Counsel shall retain and shall contractually require each Subcontractor to retain books, records, documents and other evidence pertaining to the acquisition and performance of the Contract, hereinafter collectively called the "records," to the extent and in such detail as will properly reflect all net expenses, disbursements, charges, credits, receipts, invoices, and costs, direct or indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which payment is made under the Contract. Outside Counsel shall agree to make available at the office of the Outside Counsel at all reasonable times during the period, as set forth below, any of the records for inspection, audit or reproduction by any authorized representative of the State or AGO. In coordination with the AGO, Outside Counsel shall preserve and make available the records for a period of five years from the date of final payment under the Contract and for such period, if any, as is required by applicable statute. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

2.13. Professional Responsibility

2.13.1. General

Outside Counsel shall use best efforts to perform and complete the Services in accordance with the provisions of this Agreement. Best efforts shall be considered those efforts which a skilled, competent, experienced, and prudent legal professional would use to perform and complete the requirements of this Agreement in a timely manner, exercising the degree of skill, care, competence, and prudence customarily imposed on a legal professional performing similar work.

2.13.2. Conflict of Interest/Litigation against the State of Arizona

2.13.2.1. Conflicts

Outside Counsel shall advise the Attorney General of any perceived conflict. This duty shall extend throughout the performance of this contract when a conflict or perceived conflict becomes known to the Outside Counsel. Whether the conflict is remote or disqualifying will be the Attorney General's decision.

2.13.2.2. Related Class Action Litigation As Conflict



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Service as class counsel or seeking through the filing of court papers to serve as class counsel in a class action related to a representation under this Agreement or the conduct at issue in a representation under this Agreement qualifies as a Conflict of Interest.

2.13.2.3. Litigation against the State of Arizona

Outside Counsel is retained only for the purposes and to the extent set forth in this Agreement. Outside Counsel shall be free to dispose of such portion of his entire time, energy, and skill not required to be devoted to the State of Arizona in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable, but shall not engage in private litigation against the State of Arizona at the same time Outside Counsel accepts appointments representing the State of Arizona pursuant to this Agreement unless such litigation does not present an ethical conflict of interest, and a written waiver is first obtained from the Attorney General. Outside Counsel shall disclose to the State of Arizona, in the proposal as well as in connection with a particular representation, written assignment letter, or Notice to Proceed, all litigation, claims and matters in which Outside Counsel represents parties adverse to the State of Arizona. If Outside Counsel is selected to contract with the State of Arizona pursuant to the Agreement, Outside Counsel shall have a continuing duty to disclose such information.

2.14. Indemnification Clause

To the fullest extent permitted by law, Outside Counsel shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Outside Counsel or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Outside Counsel to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Outside Counsel from and against any and all claims. It is agreed that Outside Counsel will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Outside Counsel agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Outside Counsel for the State of Arizona.

This indemnity shall not apply if the Outside Counsel or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

2.15. Insurance Requirements

Outside Counsel and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Outside Counsel, its agents, representatives, employees or subcontractors.



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The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Outside Counsel from liabilities that arise out of the performance of the work under this Contract by the Outside Counsel, its agents, representatives, employees or subcontractors, and the Outside Counsel is free to purchase additional insurance.

2.16. Minimum Scope and Limits of Insurance

Outside Counsel shall provide coverage with limits of liability not less than those stated below.

2.16.1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Outside Counsel.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.

2.16.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Outside Counsel involving automobiles owned, hired and/or non-owned by the Outside Counsel.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written Agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.

2.16.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory



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- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.
- b. This requirement shall not apply to each Outside Counsel or subcontractor that is exempt under A.R.S. § 23-901, and when such Outside Counsel or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

2.16.4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Outside Counsel warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.17. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written Agreement, the following provisions:

2.17.1. The Outside Counsel's policies, as applicable, shall stipulate that the insurance afforded the Co Outside Counsel shall be primary and that any insurance carried by the AGO, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2.17.2. Insurance provided by the Outside Counsel shall not limit the Outside Counsel's liability assumed under the indemnification provisions of this Contract.

2.18. Revision to Minimum Insurance Requirements

Insurance requirements will be reviewed on a case by case basis, before assigning a case the AGO shall determine if the insurance requirements contained in this Agreement are sufficient. The AGO reserves the right to increase the minimum insurance requirements set forth in 2.16 before a case is assigned.

2.19. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Outside Counsel's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed



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for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Outside Counsel must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly by mail or hand delivery to: Office of the Arizona Attorney General, Procurement Section, 2005 N Central Ave, Phoenix, AZ 85004 or emailed to: procurement@azag.gov, or sent by facsimile transmission to Procurement at: 602-251-2285.

2.20. Acceptability of Insurers

Outside Counsel's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Outside Counsel from potential insurer insolvency.

2.21. Verification of Coverage

Outside Counsel shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Outside Counsel has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written Agreement shall not waive or otherwise affect the requirements of this Agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the AGO. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

2.22. Subcontractors

Outside Counsel's certificate(s) shall include all subcontractors as insureds under its policies or Outside Counsel shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance requirements identified above. The AGO reserves the right to require, at any time throughout the life of this contract, proof from the Outside Counsel that its subcontractors have the required coverage.

2.23. Approval and Modifications

The AGO, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.



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2.24. Exceptions

In the event the Outside Counsel or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Outside Counsel or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

2.25. Termination at Will

At the sole discretion of the AGO, the AGO may terminate this Contract at any time, or may terminate all or any portion of the Services not then completed by giving the other party written notice of termination. Upon receipt of notice of termination, Outside Counsel, unless the notice requires otherwise, shall discontinue performance of the Services on the date and to the extent specified in the notice, except those Services necessary to preserve and protect the work product of the Services already performed, and otherwise minimize costs to the State.

2.26. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

2.27. Notices, Correspondence and Invoices from Outside Counsel to the AGO shall be sent to:

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Civil Litigation Division
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3. SPECIAL INSTRUCTIONS TO OFFERORS

3.1. Solicitation Inquiries

3.1.1. Issuing Office Solicitation Contact Person

The AGO Procurement Solicitation Contact Person identified on the cover page of this RFP shall be the sole point of contact for purposes of the preparation and submittal of Outside Counsel responses to this Solicitation.

3.1.2. Solicitation Clarifications

Questions or clarification requests regarding this Solicitation should be directed to the attention of the Solicitation Contact Person via: email (preferred), facsimile, phone or mailed to the attention of Solicitation Contact Person. If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date and time.

3.1.3. Solicitation Amendments

The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their proposal by the specified due date and time. It is Offeror's responsibility to verify no amendment has been issued. The Offeror may verify by checking the web site <https://www.azag.gov/procurement> or calling or e-mailing the contact person identified on the front page of this solicitation.

3.2. Solicitation Submission Guidelines

3.2.1. Late Proposals

All proposals must be received by the Solicitation due date and time specified. Any response received after the Solicitation due date and time specified will not be considered.

3.2.2. Submission Submittal Guidelines

3.2.2.1 Offerors mailing proposals or planning deliveries should allow sufficient delivery time to ensure timely receipt by the Issuing Office. Proposals arriving after the due date and time will not be considered.

3.2.2.2 The Issuing Office will not waive delay in delivery resulting from the need to transport proposal from another location or error or delay on the part of the carrier.

3.2.2.3 Proposals delivered to the Office of the Arizona Attorney General must be in a sealed envelope or container and clearly labeled Solicitation AG19-0030. Proposals will not be considered "received" until they arrive at the location specified on the cover page.

3.2.2.4 Proposals being hand delivered or mailed to the Issuing Office should include one unbound original proposal and three bound copies. Staples and paper binder clips are an acceptable form of binding. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

3.2.3. Familiarization of Scope of Work

The Offeror should carefully review the requirements of the Solicitation and familiarize itself with the Scope of Work, laws, regulations and other factors so to satisfy itself as to the expense and difficulties of the work to be performed. The signing of the Offer and Contract Award form will constitute a



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representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the contract, for lack of such familiarization.

3.3. Components of a Complete Proposal

3.3.1. Offer submittal as per Section 3.2, Submission Submittal Guidelines.

3.3.2. Proposal Format

The following information should be submitted with each proposal and in this order. Failure to include all of the requested information may result in proposal rejection.

3.3.2.1. Transmittal Letter

A transmittal letter should accompany all proposals. This letter should be signed by a principal, corporate officer, or person who is authorized to represent your company. The letter of transmittal should:

- Identify the submitting organization;
- Identify the name and title of the person(s) authorized by the organization to contractually obligate the organization;
- Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
- Explicitly indicate acceptance of the requirements of this solicitation;
- Provide a narrative demonstrating why the company and key personnel are qualified to perform the services as outlined in the Scope of Work of this solicitation. The narrative should show expertise in these services, ability to plan and strategize and the ability to deal with contingencies.
- Be signed by the person authorized to contractually obligate the organization.

3.3.2.2. Attachment I

- Offeror shall complete the top half of the Offer and Contract Award form. The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.
- Offeror shall complete the Business Questionnaire.
- Offeror shall complete the Conflicts of Interest Questionnaire.
- Offeror shall complete the Bar Complaints/Malpractice Questionnaire
- Offeror shall complete the Rate Schedule Questionnaire.
- Offeror shall complete the Qualifications and Experience of Key Personnel Questionnaire.
 - Multiple pages should be added if necessary.
- Offeror shall complete the References Questionnaire.
- Offeror may include additional supporting materials as necessary.

3.3.2.3. Attachment II – Designation of Confidential, Trade Secret, and Proprietary Information

Offeror shall complete and should include the signature of a person authorized to bind the document.

3.3.3. Confidential Information

All Offers submitted and opened in response to this RFP are public records and must be retained by the



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State. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. This special section should be labeled as a separate file and marked confidential. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the State will be open to public inspection.

3.3.4. Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The State also may exercise any other remedy available by law.

3.3.5. Insurance

The Offeror should provide a Certificate of Insurance or a letter from the Offeror's Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the Special Terms and Conditions Section of this RFP.

3.4. Proposal Opening

Proposals shall be opened at the Solicitation Due Date and Time cited on the cover page of the Solicitation. The name of each Offeror and the identity of the Solicitation for which the proposal was submitted shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

3.5. Offer and Acceptance Period

In order to allow for an adequate evaluation, the AGO requires a proposal in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

3.6. Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

3.6.1. Capacity of Firm

3.6.2. Experience and Expertise of the Firm and Key Personnel

3.6.3. Cost



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3.7. Discussions

After the initial receipt and evaluation of proposals, the AGO may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, proposals should be submitted initially complete and on most favorable terms. In the event discussions are conducted, the AGO shall issue a written request for Best and Final Offers.

3.8. Best and Final Offer

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

3.9. Definitions of Key Words Used in the Solicitation

- 3.9.1. **Office of the Arizona Attorney General:** May be referred to as the AGO, Office of the Attorney General, Department, Agency or State of Arizona.
- 3.9.2. **Outside Counsel:** Outside Counsel refers to the Lawyer or law firm entering into this contract with the Office of the Arizona Attorney General. Outside Counsel may also be referred to as Contractor in this Contract.
- 3.9.3. **Contract or Agreement:** Refers to the legal agreement outlined in this document
- 3.9.4. **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 3.9.5. **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 3.9.6. **May** Indicates something that is not mandatory, but permissible.
- 3.9.7. **Notice to Proceed:** A written document authorizing the Outside Counsel to begin work under this contract (e.g. letter to Outside Counsel, Purchase Order, Assignment letter, etc.)



ADDENDUM I
SOLICITATION # AG19-0030

State of Arizona
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004

Standard Contract Addendum for All Office of the Arizona Attorney General Contingency Fee Contracts As Per A.R.S. §41-4803

(This addendum is added as a part of this contract in accordance with A.R.S. §41-4803. These requirements are minimum and may be superseded by other statutory requirements listed within this Agreement.)

A. This state may not enter into a contingency fee contract that provides for this state's private attorney to receive a contingency fee from this state's portion of the recovery in excess of an aggregate of all of the following:

1. Twenty-five per cent of the initial recovery of less than ten million dollars.
2. Twenty per cent of that portion of any recovery of ten million dollars or more but less than fifteen million dollars.
3. Fifteen per cent of that portion of any recovery of fifteen million dollars or more but less than twenty million dollars.
4. Ten per cent of that portion of any recovery of twenty million dollars or more but less than twenty-five million dollars.
5. Five per cent of any recovery of twenty-five million dollars or more.

B. The contingency fee received by this state's private attorney shall not exceed fifty million dollars, except for reasonable costs and expenses and regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery.

C. The state shall not enter into a contract for contingency fee attorney services unless the following requirements are met throughout the contract period and any extensions of the contract:

1. A government attorney retains ultimate control over the course and conduct of the case.
2. A government attorney with supervisory authority is personally involved in overseeing the litigation.
3. A government attorney retains veto power over any decisions made by the private attorney.
4. Any defendant's attorney that is the subject of the litigation may contact the lead government attorney directly without having to confer with the private attorney.
5. A government attorney with supervisory authority for the case attends all settlement conferences. For the purposes of this paragraph, "attends" includes attendance by phone, teleconferencing or similar electronic devices.
6. Decisions regarding settlement of the case may not be delegated to this state's private attorney.

D. The attorney general shall develop a standard addendum to every contract for contingent fee attorney services that the attorney general must use in all cases, describing in detail what is expected of both the contracted private attorney and this state, including the requirements prescribed in subsection C.

E. The attorney general shall post copies of any executed contingency fee contract and the attorney general's written determination to enter into a contingency fee contract with the private attorney on the attorney general's website for public inspection within five business days after the date the contract is executed, which shall remain posted on the website for the duration of the contingency fee contract, including any extensions or



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amendments of the contract, unless the attorney general determines that the posting may cause damage to the reputation of any business or person. Notwithstanding the requirements of this subsection, posting on the website shall be made no later than when a lawsuit is filed. The attorney general shall post any payment of contingency fees on the attorney general's website within fifteen days after the payment of the contingency fees to the private attorney, which shall remain posted on the website for at least three hundred sixty-five days thereafter.

F. Any private attorney under contract to provide services to this state on a contingency fee basis, from the inception of the contract until at least four years after the contract expires or is terminated, shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices and other financial transactions that concern the provision of the attorney services. The private attorney shall make all the records available for inspection and copying on request pursuant to title 39, chapter 1, article 2. The private attorney shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one tenth of one hour and shall promptly provide these records to the attorney general on request.

G. This chapter does not apply to any contingent fee contract in which this state hires a private attorney to pursue debt collection and restitution cases for this state.