



Kris Mayes
Attorney General

Office of the Attorney General
State of Arizona

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 investigation and litigation of alleged violations of the Arizona Consumer Fraud Act by Botanic Tonics, LLC and any related persons or entities in connection with the sale and advertisement products containing kratom. Pursuant to § 41-4802(B), the Attorney General previously issued a request for proposals and hereby selects Cohen Milstein Sellers & Toll, LLC, pursuant to standard consumer protection contingency fee contract, AG23-0009-003.

The Attorney General has determined that it is necessary and appropriate to retain Cohen Milstein Sellers & Toll, LLC on a contingency fee basis for the reasons that follow.

1. There currently do 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 soon will exceed the current capacity of the Attorney General's Office without 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 stakes currently pending litigation and possible future related litigation, the Office would greatly benefit from the expertise offered by Cohen Milstein Sellers & Toll, LLC;
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 signification out-of-state action related to other pending state and multi-district litigation and possible future related litigation;
5. The Attorney General has determined the attorneys of Cohen Milstein Sellers & Toll, LLC have substantial complex litigation experience and familiarity with high-stakes litigation, trial practice, and appellate litigation at the highest levels;
6. The primary purpose of this agreement will be to enforce all applicable legal authority for liability and remedies 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

9/23/26

Date



KRIS MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
Civil Litigation Division

FELECIA ROTELLINI
DIVISION CHIEF COUNSEL

May 05, 2026

Via U.S. Mail and E-Mail

Rich Trumka Jr.
Cohen Milstein Sellers & Toll LLC
1100 New York Ave NW,
5th Floor,
Washington, DC 20005
rtrumka@cohenmilstein.com

Re: Appointment of Outside Co-Counsel re Botanic Tonics

Dear Ms. Miller:

Pursuant to the standard consumer protection contingency fee contract, AG23-0009-003, for outside counsel services in connection with consumer fraud and related civil actions between your firm, Cohen Milstein Sellers & Toll LLC ("Cohen Milstein" and the State of Arizona ("the State")), we retain your firm. Your representation will assist the Arizona Attorney General's Office with the investigation and litigation of alleged violations of the Arizona Consumer Fraud Act by Botanic Tonics, LLC ("Botanic Tonics") and any related persons or entities in connection with the sale and advertisement products containing kratom. The primary purpose of Cohen Milstein's representation, pursuant to the contingency fee contract, is to enforce all applicable penalties available to the State and obtain damages, investigation and litigation costs, attorneys' fees, and any other appropriate and available remedies.

The effective date of appointment is May 5, 2026. Prior communications regarding your representation, this investigation, and any potential enforcement action are privileged. If there is any reason you cannot provide legal services in connection with this matter pursuant to the enclosed contract, please notify me immediately so that other counsel may be appointed.

Consumer Protection and Advocacy Section Chief Mitchell Allee and Senior Litigation Counsel Alyse Meislik will be leading and overseeing this investigation and litigation. If you have any questions, please do not hesitate to contact me.

Sincerely,



Felecia Rotellini

Chief Counsel

Civil Litigation Division

cc: Mitchell Allee
Alyse Meislik
Cindy Palmer



AG23-0009-003
Consumer Fraud and Related Civil Actions (Contingency Fee Only)
AMENDMENT #2

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

1. The purpose of this amendment is to extend Cohen Milstein Sellers & Toll PLLC's AGO Contract# AG23-0009-003 for an additional year in accordance with Special Terms & Conditions, paragraph 2.3.2 Term of Contract for Consumer Fraud and Related Civil Actions (Contingency Fee Only). The new contract expiration date shall be December 31, 2026.

2. All other terms and conditions shall remain unchanged.

* Signature below certifies receipt, understanding, and compliance with the provisions of this amendment.

Office of the Arizona Attorney General

Cindy Palmer

Procurement Manager

A handwritten signature in blue ink, appearing to read "C. Palmer", is written over a white rectangular background.

DATE: 12/22/2025



AG23-0009-003
Consumer Fraud and Related Civil Actions (Contingency Fee Only)
AMENDMENT #1

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

1. The purpose of this amendment is to extend AGO Contract# AG23-0009-003 for an additional year in accordance with Special Terms & Conditions, paragraph 2.3.2 Term of Contract for Consumer Fraud and Related Civil Actions (Contingency Fee Only). The new contract expiration date shall be December 31, 2025.
2. To update select Scope of Work and Special Terms & Conditions clauses:
 - a. Update requirements per Uniform Terms and Conditions, Paragraph 5.1, Amendments:
 - i. Update Scope of Work, Reporting, Paragraph 1.7.2:
 1. Current:

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.
 2. Replacement:

1.7.2 Reporting of Related 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. If at any time during the course of the representation Outside Counsel serves as counsel to any other government entity with respect to the conduct at issue in the representation, Outside Counsel must immediately notify the AGO of the government entities represented by Outside Counsel and the specific claims filed or requested to be filed. The AGO, in its sole and reasonably exercised discretion, shall make all determinations as to whether an additional representation by Outside Counsel in the MDL constitutes a conflict with the interests of the State of Arizona.
 - ii. Update Scope of Work, Compensation, Paragraph 1.8.2.1
 1. Current

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.
 2. Replacement



AG23-0009-003
Consumer Fraud and Related Civil Actions (Contingency Fee Only)
AMENDMENT #1

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

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.

iii. Update Special Terms & Conditions, Conflict of Interest/Litigation against the State of Arizona, Paragraph 2.13.2.1:

1. Current

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. Replacement

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, potential conflict or perceived conflict becomes known to the Outside Counsel. Whether the conflict is remote or disqualifying will be the Attorney General's decision.

iv. Update Special Terms & Conditions, Conflict of Interest/Litigation against the State of Arizona, Paragraph 2.13.2.2:

1. Current

2.13.2.2 Related Class Action as Conflict

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. Replacement

2.13.2.2 Related Class Action as Conflict

Service as counsel in any action related to a representation under this Agreement or the conduct at issue in a representation under this Agreement, without prior written consent from the AGO, may qualify as a Conflict of Interest. Outside Counsel will notify the AGO of any other representations undertaken with respect to the conduct at issue under this Agreement.

v. Update Special Terms & Conditions, Litigation against the State of Arizona, Paragraph 2.13.2.3.1 and 2.13.2.3.2:

1. Current



AG23-0009-003
Consumer Fraud and Related Civil Actions (Contingency Fee Only)
AMENDMENT #1

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

2.13.2.3.1. Request for Waiver of Conflict Form

A Request for Waiver of Conflict Form must be submitted in writing either by mail, e-mail, or transmitted by fax to the AZ Attorney General's Office. Normal response time is approximately 5-7 business days. Expedited requests will be considered with a valid written justification. One request form is expected for each case submitted for consideration.

Contact: Dawn Northup, Chief Counsel, State Government Division

Mailing Address: 2005 N Central Ave, Phoenix, AZ 85004

E-mail: WaiverRequests@azag.gov cc: Dawn.Northup@azag.gov

E-mail Subject Line: Waiver Request

2.13.2.3.2. Form Availability

The Request for Waiver of Conflict Form will be provided upon contract award and also is available online at www.azag.gov/rfp.

2. Replacement

2.13.2.3.1 Request for Waiver of Conflict Form

A Request for Waiver of Conflict Form must be submitted in writing either by mail, e-mail, or transmitted by fax to the AZ Attorney General's Office. Normal response time is approximately 5-7 business days. Expedited requests will be considered with a valid written justification. One request form is expected for each case submitted for consideration

Contact: Vanessa Hickman, Chief Counsel, State Government Division

Mailing Address: 2005 N Central Ave, Phoenix, AZ 85004

E-mail: WaiverRequests@azag.gov cc: Vanessa.Hickman@azag.gov, Briana.Cortinas@azag.gov

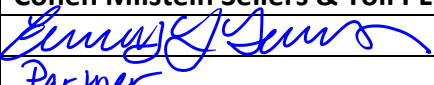
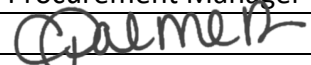
E-mail Subject Line: Waiver Request

2.13.2.3.2 Form Availability

The Request for Waiver of Conflict Form will be provided upon contract award and also is available online at www.azag.gov/procurement.

2. All other terms and conditions shall remain unchanged.

* Signature below certifies receipt, understanding and compliance with the provisions of this amendment.

Cohen Milstein Sellers & Toll PLLC	Office of the Arizona Attorney General
 Partner	Cindy Palmer
	Procurement Manager
	
DATE: May 29, 2024	DATE: 5/29/2024

	AG23-0009 OFFER AND ACCEPTANCE ATTACHMENT I	Arizona Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	--

OFFER

TO THE STATE OF ARIZONA:

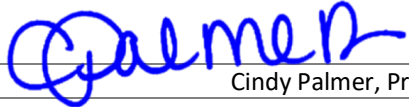
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Cohen Milstein Sellers & Toll PLLC				
Firm Name			Signature of Person Authorized to Sign Offer	
1100 New York Avenue NW, Fifth Floor			Betsy A. Miller	
Company Address			Printed Name	
Washington	DC	20005	Partner	
City	State	Zip	Title	
bmiller@cohenmilstein.com			(202) 408-4600	(202) 408-4699
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.:		AG23-0009 -003		
The effective date of the Contract is:		January 1, 2023		
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL	Awarded this	6th	Day of	January, 2023
	 Cindy Palmer, Procurement Manager			

	AG23-0009 BUSINESS QUESTIONNAIRE ATTACHMENT I	Arizona Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	--

Counsel Information

Cohen Milstein Sellers & Toll PLLC				1969	
Firm Name				Year Firm was Established	
1100 New York Avenue, NW, Fifth Floor					
Firm Address					
Washington	DC	20005	(202) 408-4600	(202) 408-4699	
City	State	Zip	Primary Phone Number	Contact Fax Number	
Firm Identified in Proposal as: Parent Company: ☒ Branch or Subsidiary Office: ☐ Individual Contracted Counsel: ☐					
Name and location of Parent Company (if applicable)			Year Parent Company was Established (if applicable)		

Names of not more than two Principals to contact:

Betsy A. Miller	Partner and Chair, Public Client Practice	(202) 408-4600	bmiller@cohenmilstein.com
Name	Title	Phone Number	Email Address
Name	Title	Phone Number	Email Address

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

36	16	34	31	
Partners	Of Counsel	Associate	Paralegal/Legal Asst	Law Clerks
72				189
Other: (Discovery Counsel, Law Fellows, Staff Attorneys)		Other:		Total Personnel

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

Yes, Cohen Milstein has had several contracts with the State of Arizona, with both the Office of the Attorney General and the Arizona State Retirement System. The Public Client Practice was retained by the State of Arizona to prosecute consumer fraud in connection with mortgage servicing leading to the Financial Crisis (contract initiated in 2009), and a confidential Medicaid fraud investigation (contract initiated in 2014). The Public Client Practice has had a general retainer agreement for Consumer Fraud cases since 2018. The Securities Practice was retained in 2015 for ethics and fiduciary education work for the Arizona State Retirement System. The contract expired in 2019.



AG18-0013
BAR COMPLAINTS/MALPRACTICE QUESTIONNAIRE
ATTACHMENT I

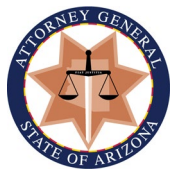
**Office of the
Attorney General**
1275 W. Washington
Phoenix, AZ
85007-2926

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**



AG23-0009
CONFLICTS OF INTEREST QUESTIONNAIRE
ATTACHMENT I

Arizona Attorney General
2005 N Central Ave
Phoenix, AZ 85004

Conflicts of Interest:

Identify and describe any type of matter, litigation and otherwise, in which your firm is involved with against the State of Arizona or any of its agencies and a concise statement of how your firm proposes to resolve any conflicts of interest with the State of Arizona. Specific Cases or Matters should be listed on the table on the following page or you may add an attachment sheet similar to the table. In the event of the award of a contract, Counsel must receive a waiver of any conflict of interest. The award of this contract does not create or cause said waiver.

Note: The State of Arizona does not require counsel to obtain a waiver of conflict of interest when counsel undertakes representation of a defendant in a criminal case.

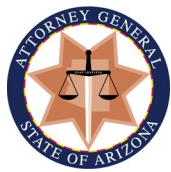
No “Blanket” waiver requests will be considered. Check none below, if no conflict of interest exists. ☒ None

Specific Case/Matter Information:

List the specific cases in which your firm has been adverse to the State of Arizona in the last 2 years.
If the case has been on-going for more than two years it should be listed here. Add additional pages if needed.

Court or Case Name	Court or Case Number	Date Began	Date Ended

List the specific matter in which your firm has been adverse to the State of Arizona in the last 2 years.



AG23-0009
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):

In 2022, Cohen Milstein was named in a malpractice lawsuit in Tennessee arising from a tort case that was filed in 2018. Original counsel associated Cohen Milstein as co-counsel in 2020. The allegations, in principal part, relate to the sufficiency of notice given to the federal government in 2017. Cohen Milstein believes this lawsuit has no merit as to the claims against it and it is vigorously defending the case.

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):



AG23-0009
RATE SCHEDULE QUESTIONNAIRE
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

	AG23-0009 KEY PERSONNEL QUESTIONNAIRE 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.

Betsy A. Miller	Partner, Chair of Public Client Practice	
Name of Individual	Title	
Lead	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
482868	District of Columbia	2003
Bar Registration No.	State of Issue	Year
643280	Massachusetts	1999
Bar Registration No.	State of Issue	Year
Harvard Law School	J.D.	1999
Education	Degree	Year
Dartmouth College	A.B., <i>magna cum laude</i> , Phi Beta Kappa	1996
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.

Betsy A. Miller is a Partner at Cohen Milstein and Chair of the Public Client Practice. Ms. Miller recently has represented the attorneys general of Indiana, New Jersey, and Vermont as their lead outside counsel in a broad range of opioid-related investigations and litigation. She currently represents the City of Chicago in investigations and litigation against Grubhub and DoorDash for deceptive and unfair business practices. In recent years, Ms. Miller has represented Mississippi and New Jersey in the groundbreaking \$864 million consumer fraud settlement achieved in 2017 by 22 states and the U.S. Department of Justice with Moody's Corporation, Moody's Investors Service, Inc., and Moody's Analytics, Inc. She also represented Mississippi in the landmark \$1.375 billion-dollar consumer fraud settlement achieved in 2015 by 20 states and the U.S. Department of Justice with Standard & Poor's. These cases produced key industry and that divested credit rating agencies of more than \$2.2 billion for misconduct contributing to the national housing crisis and Great Recession. Since co-founding Cohen Milstein's Public Client Practice in 2009, Ms. Miller has represented more than a dozen attorneys general in more than 70 enforcement actions. She has contributed to results that have yielded more than \$30 billion in monetary recovery and industry-changing injunctive relief nationally. For her work in these and other high-stakes matters, Ms. Miller has been honored on many occasions by industry peers, including Lawdragon 500 (2019-2022), which recognizes "the best of the best" in the U.S. legal profession, and Lawdragon Leading Plaintiff Consumer Lawyers (2019-2022). *The National Law Journal* and *The Trial Lawyer* (2019-2022), which have identified Ms. Miller as one of America's "50 Most Influential Trial Lawyers," and *The National Law Journal* (2018), which named Ms. Miller as one of nine women in the nation to its inaugural list of "Elite Women of the Plaintiffs' Bar." Ms. Miller was appointed to *Law360's* 2021 and 2022 Consumer Protection Editorial Advisory Boards and was awarded the "Keith Givens Visionary Award" by *The National Law Journal* in 2021. Prior to joining Cohen Milstein, Betsy had a distinguished career in public service as the Chief of Staff and Senior Counsel to the Attorney General for the District of Columbia and as Nominations Counsel to Senator Patrick J. Leahy (D-VT) on the United States Senate Judiciary Committee. Ms. Miller is an active member of the Massachusetts Bar (admitted 1999) and District of Columbia Bar (admitted 2003). From 2001 to 2014, Ms. Miller served as an Adjunct Professor of Negotiations at Georgetown Law School, and she currently serves on the adjunct faculty at Harvard Law School, where she teaches a course on leadership and advanced negotiations.



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Emmy Levens	Partner	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; antitrust	
Proposed Project Role	Area(s) of Expertise	
6300340	Illinois	2009
Bar Registration No.	State of Issue	Year
997826	District of Columbia	2010
Bar Registration No.	State of Issue	Year
UCLA School of Law	J.D. Order of the Coif	2007
Education	Degree	Year
University of Kansas	B.A. with honors	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.

Emmy Levens is at a Partner at Cohen Milstein and a member of the firm's Public Client and Antitrust Practices. Ms. Levens recently secured a \$626.25 million settlement between Flint residents and a number of defendants arising out of the Flint Water Crisis. Ms. Levens is also one of the lead Antitrust partners representing investors against Morgan Stanley, Goldman Sachs, Credit Suisse, UBS, J.P. Morgan, and other Wall Street banks for conspiring to thwart the modernization of, and preserve their dominance over, the \$1.7 trillion stock loan market. Ms. Levens has been recognized by the legal industry for her work, including being named to *The National Law Journal's* 2021 "Elite Women of the Plaintiffs' Bar," as well as *Bloomberg Law's* 2021 "They've Got Next: The 40 Under 40 – Mass Torts" and *Law360's* 2020 "Rising Stars – Class Action." Ms. Levens represents the City of Chicago in its litigation against Grubhub and DoorDash for deceptive and unfair business practices. She also manages other confidential investigations for the Public Client Practice. Ms. Levens is an active member of the Illinois (admitted 2009) and District of Columbia Bars (admitted 2010).



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Brian Bowcut	Partner	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
476871	District of Columbia	2002
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Duke University School of Law	J.D., <i>cum laude</i> , Order of the Coif	2000
Education	Degree	Year
Duke University	M.A.	2000
Education	Degree	Year
Utah State University	B.A., summa cum laude	1996
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.

Brian E. Bowcut is a Partner at Cohen Milstein and a member of the firm's Public Client Practice. Mr. Bowcut currently represents the City of Chicago in its litigation against Grubhub and DoorDash for deceptive and unfair business practices. He has represented state attorney general clients in opioid-related litigation and brings deep subject-matter expertise in pharmaceutical litigation. Mr. Bowcut represents the Hawai'i Office of Consumer Protection in its litigation and upcoming trial against Living Essentials, Inc., the creator of 5-Hour Energy, for misrepresenting the benefits of its so-called "liquid energy shot." He is also involved in confidential investigations handled by the Practice. Mr. Bowcut was named to the 2022 Lawdragon 500 Leading Plaintiff Consumer Lawyers list. Mr. Bowcut is an active member of the District of Columbia Bar (admitted 2002). Prior to joining the Firm, Mr. Bowcut investigated and litigated fraud across an array of government programs as a trial attorney in the Civil Division of the U.S. Department of Justice. Mr. Bowcut also practiced in the area of pharmaceutical product liability litigation at a preeminent national law firm before joining USDOJ.



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Johanna Hickman	Of Counsel	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
981770	District of Columbia	2008
Bar Registration No.	State of Issue	Year
0034764	Florida	2007
Bar Registration No.	State of Issue	Year
Georgetown University Law Center	J.D., <i>cum laude</i>	2006
Education	Degree	Year
University of North Carolina at Chapel Hill	B.A. with highest honors	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.

Johanna M. Hickman is Of Counsel at Cohen Milstein and a member of the firm's Public Client Practice. Ms. Hickman currently represents the City of Chicago in its investigations and litigation against Grubhub and DoorDash. She has represented the States of Vermont and Indiana in their opioid-related investigations and litigation. She is also involved in confidential investigations handled by the Practice. Ms. Hickman previously represented New Mexico in Medicaid and consumer fraud litigation against for-profit nursing home chains that promised, but failed to provide, basic care to their elderly residents. Ms. Hickman is an active member of the Florida (admitted 2007) and District of Columbia (admitted 2008) Bars.



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Peter Ketcham-Colwill	Associate	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
1655885	District of Columbia	2019
Bar Registration No.	State of Issue	Year
87702	Virginia	2014
Bar Registration No.	State of Issue	Year
George Washington University Law School	J.D., highest honors	2014
Education	Degree	Year
Princeton University	B.A.	2009
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.

Peter Ketcham-Colwill is an Associate at Cohen Milstein and a member of the Public Client Practice. Mr. Ketcham-Colwill currently represents the City of Chicago in its investigations of Grubhub and DoorDash for deceptive and unfair business practices targeted at restaurants, consumers, and drivers. Mr. Ketcham-Colwill represented the States of Vermont and Indiana in their opioids-related investigations and litigation. He is also involved in confidential investigations handled by the Practice. Mr. Ketcham-Colwill is an active member of the Virginia (admitted 2014) and the District of Columbia (admitted 2019) Bars.



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Chloe Bootstaylor	Associate	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
1697947	District of Columbia	2022
Bar Registration No.	State of Issue	Year
5698824	New York	2019
Bar Registration No.	State of Issue	Year
Columbia Law School	J.D.	2018
Education	Degree	Year
Rhodes College	B.A.	2014
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.

Chloe Bootstaylor is an Associate at Cohen Milstein and a member of the Public Client Practice. Ms. Bootstaylor represents the City of Chicago in its investigation and litigation against DoorDash. She is also involved in confidential investigations handled by the Practice. Ms. Bootstaylor is an active member of the New York (admitted 2019) and District of Columbia (admitted 2022) Bars.



AG23-0009
KEY PERSONNEL QUESTIONNAIRE
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.

Lisa Ebersole	Associate	
Name of Individual	Title	
Team Member	Public client representation; consumer protection; healthcare fraud	
Proposed Project Role	Area(s) of Expertise	
5445689	New York	2016
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Harvard Law School	J.D., <i>cum laude</i>	2015
Education	Degree	Year
Cornell University	B.A., <i>cum laude</i>	2009
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.

Lisa Ebersole is an Associate at Cohen Milstein and a member of the Public Client Practice. Ms. Ebersole represents the City of Chicago in its investigation and litigation against DoorDash and Grubhub. Ms. Ebersole is an active member of the New York (admitted 2016).



**AG23-0009
REFERENCES
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:	City of Chicago Department of Law
Contact:	Stephen Kane
Street Address:	121 North Lasalle Street
City, State, Zip:	Chicago, Illinois 60602
Telephone #:	(312) 744-5000
E-Mail:	Stephen.kane@cityofchicago.org
Service Provided:	CMST currently represents the City of Chicago Department of Law in consumer protection actions involving meal delivery companies.

Reference #2

Company:	Indiana Attorney General
Contact:	Lori Torres
Street Address:	IGCS 5 th Floor, 302 W. Washington Street
City, State, Zip:	Indianapolis, Indiana 46204
Telephone #:	(317) 232-6201
E-Mail:	Lori.torres@atg.in.gov
Service Provided:	CMST represents the State of Indiana in opioid-related matters.

Reference #3

Company:	Jill Abrams
Contact:	Vermont Office of the Attorney General
Street Address:	109 State Street
City, State, Zip:	Montpelier, Vermont 05609
Telephone #:	(802) 828-1106
E-Mail:	Jill.abrams@vermont.gov
Service Provided:	CMST represents the State of Vermont in opioid-related matters.



**Request for Proposal
Solicitation No. BPM004964
Outside Counsel - Consumer Fraud**

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

Attachment II: Confidential Information Designation

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 are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy 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(51).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER “CONFIDENTIAL” UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that it is equivalent to “DOES NOT”:

X	This 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.
	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process; 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.

NOTE: 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(51) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror’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, Offeror 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. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State’s withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.



**Request for Proposal
Solicitation No. BPM004964
Outside Counsel - Consumer Fraud**

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

A handwritten signature in blue ink, appearing to read "Betsy A. Miller", is positioned above the signature field.

Cohen Milstein Sellers & Toll PLLC

Company name

Signature of person authorized to sign

1100 New York NW Fifth Floor

Betsy A. Miller

Address

Printed name and title

Washington DC 20005

bmill@cohenmilstein.com

(202) 408-4600

City, State, ZIP

Contact email address

Contact phone number



**Request for Proposal
Solicitation No. BPM004964
Outside Counsel - Consumer Fraud**

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

Attachment: Confidential Information Designation (for reference only)

A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

- 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.*

- - -



**Request for Proposal
Solicitation No. BPM004964
Outside Counsel - Consumer Fraud**

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

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all offerors must select one of the following:

- ☒ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Cohen Milstein Sellers & Toll PLLC

Company name

1100 New York Ave NW Fifth Floor

Address

Washington, DC 20005

City

State

Zip

Signature of person authorized to sign

Betsy A. Miller, Partner

Printed name and title

bmiller@cohenmilstein.com (202) 408-4600

Email address

Phone number

**Arizona Attorney General**

2005 N Central Ave
Phoenix, AZ 85004

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq.*, all offerors must select one of the following:

- ☒ The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**
- Indicate which of the following statements applies to the Contractor (may be more than one):
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Cohen Milstein Sellers & Toll PLLC

Company Name

Signature of person authorized to sign

1100 New York Ave NW Fifth Floor

Betsy A. Miller, Partner

Address

Printed name and title

Washington, DC 20005

bmiller@cohenmilstein.com (202) 408-4600

City, State, ZIP

Contact email address

Contact phone number

Betsy A. Miller
(202) 408-4615
(202) 408-4699
bmiller@cohenmilstein.com

November 14, 2022

Allyson Flanagan
Senior Procurement Specialist
Arizona Attorney General
Procurement Section
20005 North Central Avenue
Phoenix, Arizona 85004

Re: *Request for Proposal Solicitation # BPM004964/Project # AG23-0009*

Dear Ms. Flanagan:

Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”) is pleased to submit this response to the Request for Proposals to provide outside counsel services to the Office of the Attorney General on an “as needed, if needed basis,” to assist with potential legal action relating to deceptive acts and misrepresentations made to Arizona consumers.

I am the Chair of the Public Client Practice, authorized to negotiate the contract on behalf of Cohen Milstein and to contractually obligate the firm. I can be reached at (202) 408-4615. My email address is bmiller@cohenmilstein.com. Cohen Milstein accepts the requirements of this solicitation, as set forth in the above-referenced Request for Proposal.

Cohen Milstein is one of the largest and most widely respected plaintiffs’ firms in the United States. We have more than 100 attorneys across the country, with offices in Washington, D.C., New York City, Palm Beach Gardens, Philadelphia, Chicago, and Raleigh. The firm has handled thousands of matters. The groundbreaking cases Cohen Milstein has litigated have resulted in landmark trials, decisions, and settlements on issues involving consumer protection, false claims, price fixing, securities, and civil rights. Cohen Milstein is consistently lauded as one of the most successful plaintiffs’ firms in the country and has had secured numerous high-profile consumer protection successes for state clients. The Firm’s work has been described as “[t]he **most effective law firm in the United States for lawsuits with a strong social and political component**” by *Inside Counsel*.

November 14, 2022

Page 2

Cohen Milstein has a specialty practice – the Public Client Practice – that I co-founded in 2009. The Public Client Practice has been solely dedicated to the representation of state attorneys general and other civil law enforcement agencies since its inception. In select cases where a government entity is undertaking a large-scale litigation or investigation requiring specialized expertise and additional resources, the Public Client Practice is retained as outside counsel to assist the government entity in reaching its desired outcome. We offer the full range of outside counsel services, in a manner that is designed specifically to meet the specialized needs of our government clients. Our practice does not represent any private-sector clients.

Cohen Milstein's Public Client Practice is nationally recognized as a top choice by state attorneys general and other government enforcement agencies looking to level the playing field against powerful corporations with substantial legal and lobbying budgets. Members of this team have been praised for their litigation and consumer protection successes, including the 2022 appointment of Ms. Miller to the Lawdragon 500 (2022-2019), Lawdragon's Leading Plaintiff Consumer Lawyers (2022-2018), *Law360*'s 2021 and 2022 Consumer Protection Editorial Advisory Board, as well her repeated designation by *The National Law Journal* and *The Trial Lawyer* as one of "America's 50 Most Influential Trial Lawyers." Further, *The National Law Journal* awarded Ms. Miller with the "Keith Givens Visionary Award" for her work in bringing the legal industry together, developing new opportunities for business growth, and supporting the professional development of attorneys across the country. Ms. Levens has been named to *The National Law Journal*'s 2021 "Elite Women of the Plaintiff's Bar," recognizing the top female litigators in the U.S., who have "demonstrated repeated success in cutting-edge work on behalf of plaintiffs." Further, Mr. Bowcut was named to the 2022 Lawdragon 500 Leading Plaintiff Consumer Lawyers. The Public Client Practice won the 2018 and 2022 *National Law Journal*'s Elite Trial Lawyer Consumer Protection Award. Our practice brings deep expertise in consumer protection litigation, as well as substantial expertise in the areas of Medicaid fraud, false claims, healthcare fraud, and financial fraud.

Cohen Milstein has represented government clients in a wide range of confidential consumer protection investigations and high-profile consumer protection litigation. Publicly disclosed matters include the following:

- **Big Tech:** The Public Client Practice and our client, the City of Chicago, have received extensive media attention for our enforcement actions against DoorDash and Grubhub. The cases allege pervasively deceptive and unfair business practices that take advantage of restaurants, consumers, and drivers. On January 18, 2021, the Illinois federal court denied DoorDash's motion to dismiss Chicago's complaint. We represent additional governmental entities in confidential investigations of these and other companies operating in the same industry, and we also represent government entities in confidential investigations

November 14, 2022

Page 3

of unfair and deceptive practices in the Financial Technology (“Fintech”) industry.

- ***Opioids:*** We have represented the states of Indiana, New Jersey, and Vermont as lead outside counsel in a range of investigations of, and/or litigation filed against, opioid manufacturers, distributors and pharmacies.
- ***Moody’s/Standard & Poor’s:*** We represented Mississippi and New Jersey in the groundbreaking \$864 million consumer fraud settlement achieved in 2017 by 22 states and the U.S. Department of Justice with Moody’s Corporation, Moody’s Investors Service, Inc. and Moody’s Analytics, Inc. We also represented Mississippi in the landmark \$1.375 billion-dollar consumer fraud settlement achieved in 2015 by 20 states and the U.S. Department of Justice with Standard & Poor’s. These cases produced key industry changes, and divested credit rating agencies of more than \$2.2 billion for misconduct contributing to the national housing crises and Great Recession.

Cohen Milstein has worked with the State of Arizona several times. In 2010-2011, we represented both Arizona and Nevada in successful litigation against Bank of America for deceptive conduct in connection with servicing approximately 500,000 mortgages, resulting in settlements that provided financial payments to consumers and the states, as well as commitments to mortgage modifications and other equitable relief valued at nearly \$1 billion. We also undertook a confidential Medicaid fraud investigation for Arizona in 2014. Finally, we have had the opportunity to collaborate with attorneys from the Arizona Office of the Attorney General in connection with other representations, including in the Standard & Poor’s and Moody’s litigation. Cohen Milstein’s Securities Litigation & Investor Protection Practice has also served as monitoring counsel for the Arizona State Retirement System.

By specializing exclusively in the representation of public clients, Cohen Milstein’s Public Client Practice is able to provide our clients with sophisticated legal advice, powerful litigation capabilities, and deep experience with the unique challenges that public clients face. We have extensive experience conducting investigations and engaging in litigation under state unfair and deceptive practices acts, false claims acts, and other statutory and common law sources of enforcement authority under state law. We also have strong litigation capabilities, including a deep bench of talented and experienced trial attorneys across the firm. Equally important, our Public Client Practice has the experience to assist government clients with unique issues that often arise in this practice area: effectively representing a state’s interests in large multi-state investigations, collaborating with other state agencies, responding to challenges to an attorney general’s authority to investigate and enforce the law, navigating requests under state open records laws related to pending litigation, and setting up appropriate ethical walls and protections for confidential investigation materials. By anticipating and addressing these issues, we are able to help our clients effectively navigate challenges that might otherwise derail their

November 14, 2022

Page 4

important work. Our depth of experience and exclusive focus on the needs of public clients truly set our practice apart.

I enclose with this letter our completed Offer and Contract Award form, Business Questionnaire, Conflicts of Interest Questionnaire, Bar Complaints/Malpractice Questionnaire, Rate Schedule Questionnaire, Qualifications and Experience of Key Personnel Questionnaire, the References Questionnaire ("Attachment 1"), Designation of Confidential, Trade Secret & Proprietary Information ("Attachments 2"), Boycott of Israel Disclosure ("Attachment 3"), and the Forced Labor of Ethnic Uyghurs Ban ("Attachment 4"). Please do not hesitate to contact me with any questions or if you need additional information. Cohen Milstein appreciates the opportunity to be considered for this engagement.

Sincerely,



Betsy A. Miller

Enclosures

	REQUEST FOR PROPOSAL SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	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 AND AG19-0030

Firms awarded under RFP AG18-0013: Outside Counsel Services – Consumer Fraud and Related Civil Actions (Contingency Fee Only) should respond to solicitation AG23-0009 to maintain an active contract with the AGO. Contract AG18-0013 will not be renewed in January 2023.

Firms awarded under RFP AG19-0030 are not required to respond at this time. A future solicitation will be released in the fall of 2023 to replace this contract. Firms on contract AG19-0030 can respond to AG23-0009 and renew their contract now; any awards on AG23-0009 will supersede contract AG19-0030.

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

Direct questions to Cindy Palmer at 602-542-7986 or email Cindy.Palmer@azag.gov or Allyson Flanagan at 602-542-8017 or email Allyson.Flanagan@azag.gov.

	SCOPE OF WORK SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	--

SOLICITATION NUMBER: BPM004964

Project#: AG23-0009

DESCRIPTION: CONSUMER FRAUD AND RELATED CIVIL ACTIONS (CONTINGENCY FEE ONLY)

SOLICITATION DUE DATE/TIME: PROPOSALS ARE DUE BY NOVEMBER 14, 2022 AT 3:00PM Local AZ Time

ELECTRONIC DOCUMENTS: This Request for Proposal (RFP) is available through the State of Arizona Electronic Procurement System, Arizona Procurement Portal (APP). The site is found at <https://app.az.gov>; use the Solicitation number above to find the solicitation.

ARIZONA PROCUREMENT PORTAL OFFER, SUBMISSION, DUE DATE, AND TIME: Offers in response to this solicitation shall be submitted within the State's eProcurement system, Arizona Procurement Portal (APP) (<https://app.az.gov>). Offers shall be received before the date and time listed in the solicitation's 'End Date' field. Offers submitted outside Arizona Procurement Portal (APP), or those that are received on or after the date/time stated in the 'End Date' field, shall be rejected. Questions regarding submitting your proposal into Arizona Procurement Portal (APP) should be directed to the Arizona Procurement Portal (APP) Help Desk at app@azdoa.gov or 602-542-7600. Offeror should avoid responding in the final minutes before closing.

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.

QUESTIONS REGARDING RFP:

Solicitation Contact Person: Cindy Palmer, Procurement Manager Phone: (602) 542-7986 E-mail: Cindy.Palmer@azag.gov	Solicitation Contact Person: Allyson Flanagan, Procurement Officer Phone: (602) 542-8017 E-mail: Allyson.Flanagan@azag.gov
--	--

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

	SCOPE OF WORK SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	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 NUMBER: BPM004964 PROJECT#: AG23-0009	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 SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	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

	SCOPE OF WORK SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	--

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 NUMBER: BPM004964 PROJECT#: AG23-0009	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 NUMBER: BPM004964 PROJECT#: AG23-0009	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 and Uniform Terms and Conditions 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: <https://spointra.az.gov/resources/standard-forms->

	SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	---

and-documents or by calling the Office of the Attorney General, Procurement at (602) 542-7986.

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.

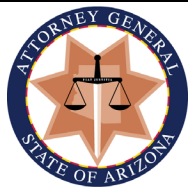
2.10. Outside Counsel Responsibilities

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



SPECIAL TERMS AND CONDITIONS
SOLICITATION NUMBER: BPM004964
PROJECT#: AG23-0009

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

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

	SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	---

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

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

	SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	---

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

Service as class counsel or seeking through the filing of court papers to serve as class counsel in a

	SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	---

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.

2.13.2.3.1. Request for Waiver of Conflict Form

A Request for Waiver of Conflict Form must be submitted in writing either by mail, e-mail, or transmitted by fax to the AZ Attorney General's Office. Normal response time is approximately 5-7 business days. Expedited requests will be considered with a valid written justification. One request form is expected for each case submitted for consideration.

Contact: Dawn Northup, Chief Counsel, State Government Division
Mailing Address: 2005 N Central Ave, Phoenix, AZ 85004
E-mail: WaiverRequests@azag.gov cc: Dawn.Northup@azag.gov
E-mail Subject Line: Waiver Request

2.13.2.3.2. Form Availability

The Request for Waiver of Conflict Form will be provided upon contract award and also is available online at www.azag.gov/rfp.

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Outside Counsel from and against any and all claims. It is agreed that Outside Counsel will be responsible for primary loss



SPECIAL TERMS AND CONDITIONS
SOLICITATION NUMBER: BPM004964
PROJECT#: AG23-0009

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

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.

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



SPECIAL TERMS AND CONDITIONS
SOLICITATION NUMBER: BPM004964
PROJECT#: AG23-0009

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

- 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
 - 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

	SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
---	--	---

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 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



SPECIAL TERMS AND CONDITIONS
SOLICITATION NUMBER: BPM004964
PROJECT#: AG23-0009

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

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.

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

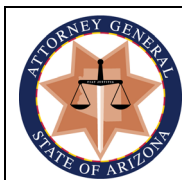
At the sole discretion of the AGO, the AGO may terminate this Contract at any time, or may terminate all or any portion of the Services not then completed by giving the other party written notice of termination. Upon receipt of notice of termination, Outside Counsel, unless the notice requires otherwise, 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:

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



SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: BPM004964

PROJECT#: AG23-0009

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

3. SPECIAL INSTRUCTIONS TO OFFERORS

3.1. Solicitation Inquiries

3.1.1. Issuing Office Solicitation Contact Person

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

3.1.2. Solicitation Clarifications

3.1.3. No later than the Solicitation Questions due date and time, all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact through the Discussions Forum in the Arizona Procurement Portal (APP). If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date.

Solicitation Amendments

The Offeror should acknowledge receipt of a Solicitation Amendment within Arizona Procurement Portal (APP).

3.2. Solicitation Submission Guidelines

3.2.1. Arizona Procurement Portal (APP) Offer Submission, Due Date and Time

Offers in response to this solicitation shall be submitted within the State's eProcurement system, Arizona Procurement Portal (APP) (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'End Date' field. Offers submitted outside APP, or those that are received on or after the date/time stated in the 'End Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the APP Help Desk (APP@azdoa.gov or 602-542-7600).

3.2.2. Late Proposals

All submittals must be received by the Solicitation Due Date and Time specified herein. Any response received after the Solicitation Due Date and Time specified will not be considered.
Withdrawal of an Offer

At any time prior to a specified solicitation due time and date a Bidder/Offeror (or designated representative) may withdraw their offer. The AGO shall consider any offer which is not completed and properly submitted in Arizona Procurement Portal (APP) by the Bid Opening Date/Time posted on Arizona Procurement Portal (APP) as withdrawn by the Offeror.

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 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

Offerors should submit their Offer via APP. The Offeror should follow instructions provided and



SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: BPM004964

PROJECT#: AG23-0009

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

provide all requested material. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

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.

3.3.2.4. Attachment III – Designation of Confidential, Trade Secret, and Proprietary Information

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

3.3.2.5. Attachment IV – Forced Labor of Ethnic Uyghurs Ban



SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: BPM004964

PROJECT#: AG23-0009

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

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 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



SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: BPM004964

PROJECT#: AG23-0009

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

3.6.2. Experience and Expertise of the Firm and Key Personnel

3.6.3. Cost

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 NUMBER: BPM004964 PROJECT#: AG23-0009	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



ADDENDUM I
SOLICITATION NUMBER: BPM004964
PROJECT#: AG23-0009

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

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.