



KRIS MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
Civil Litigation Division

FELECIA ROTELLINI
DIVISION CHIEF COUNSEL

September 9, 2026

Via U.S. Mail and E-Mail

Mr. Daniel Ferri, Esq.
DiCello Levitt, L.L.P.
Ten North Dearborn St., 6th Floor
Chicago, IL 60602
Dferri@dicellolevitt.com

Re: Appointment of Outside Counsel for L'Oreal matter

Dear Mr. Ferri:

Pursuant to the standard consumer protection contingency fee contract, AG23-0009-004, for outside counsel services in connection with consumer fraud and related civil actions between your firm, DiCello Levitt, LLP ("DiCello Levitt" and the Arizona Attorney General's Office ("the Attorney General"), we retain your firm. Your representation will assist the Arizona Attorney General's Office with the litigation of alleged violations of the Arizona Consumer Fraud Act by L'Oréal USA, Inc., L'Oréal USA Products, Inc., L'Oréal S.A., SoftSheen-Carson LLC, and any related persons or entities in connection with the sale and advertisement of chemical hair relaxers. The primary purpose of DiCello Levitt'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 September 9, 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.

Unit Chief Counsel Heather Hamel will be leading and overseeing this litigation. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Felecia Rotellini".

Felecia Rotellini
Civil Litigation Division
Division Chief

cc: Mitchell Allee
Heather Hamel
Cindy Palmer



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 Office's litigation regarding consumer fraud regarding the manufacturing and sale of hair relaxers by L'Oréal USA, Inc., L'Oréal USA Products, Inc., L'Oréal S.A., SoftSheen-Carson LLC, and related entities. Pursuant to § 41-4802(B), the Attorney General previously issued a request for proposals and hereby selects DiCello Levitt L.L.P., pursuant to standard consumer protection contingency fee contract, AG23-0009-004.

The Attorney General has determined that it is necessary and appropriate to retain DiCello Levitt L.L.P. 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 DiCello Levitt L.L.P.;
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 DiCello Levitt L.L.P. 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

Office of the Attorney General
State of Arizona

A handwritten signature in blue ink, appearing to read "K Mayes", is positioned above a horizontal line.

Kris Mayes
Attorney General

9/10/2026

Date



AG23-0009-004
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 Dicello Levitt LLC's AGO Contract# AG23-0009-004 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



AG23-0009-004
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# AG23-0009-005 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



AG23-0009-004
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-~~005~~004^{CP}
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

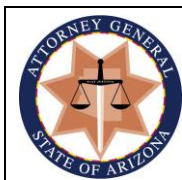
2.13.2.3.2 Form Availability

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.

Dicello Levitt LLC <i>LLP</i>	Office of the Arizona Attorney General
<i>[Signature]</i>	Cindy Palmer
	Procurement Manager
DATE: <i>5/27/24</i>	<i>[Signature]</i> DATE: 5/28/2024



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.

DiCello Levitt LLC				
Firm Name			Signature of Person Authorized to Sign Offer	
Ten North Dearborn Street, Sixth Floor			Adam J. Levitt	
Company Address			Printed Name	
Chicago	Illinois	60602	Partner	
City	State	Zip	Title	
alevitt@dicellolevitt.com			312-214-7900	312-253-1443
Contact Email Address			Contact Phone Number	Contact Fax Number

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

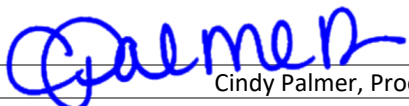
1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal and/or State laws.
3. The Offeror has not given, offered to give, nor intends to give at any time 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 -004			
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
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Counsel Information

DiCello Levitt LLC				2017	
Firm Name				Year Firm was Established	
Ten North Dearborn Street, Sixth Floor					
Firm Address					
Chicago	IL	60602	312-214-7900	312-253-1443	
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:

Adam J. Levitt	Partner	312-214-7900	alevitt@dicellolevitt.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):

21	7	24	18	8
Partners	Of Counsel	Associate	Paralegal/Legal Asst	Law Clerks
10				88
Other: Staff Attorneys		Other:		Total Personnel

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

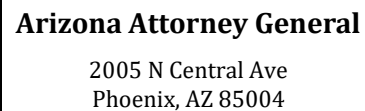
No

Acceptance of Insurance Requirements:

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

☒ Yes, we will comply with the Insurance requirements	☐ No, we will not comply with the Insurance requirements
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[illegible]



If the matter has been on-going for more than two years it should be listed here. Add additional pages if needed.

[illegible]

If the case has been on-going for more than two years it should be listed here. Add additional pages if needed.

[illegible]



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):

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 ATTACHMENT I	Arizona Attorney General 2005 N Central Ave Phoenix, AZ 85004
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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
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Qualifications and Experience of Key Personnel

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

Daniel Ferri	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
6303286	Illinois	2010
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
University of Illinois	JD	2010
Education	Degree	Year
New York University	BA	2005
Education	Degree	Year

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

Daniel Ferri has extensive experience in complex litigation, including through the representation of public clients. Over the last five years, Dan has investigated, litigated, and settled multiple complex consumer fraud actions on behalf of the State of New Mexico.

In *State of New Mexico v. Volkswagen Group of America, Inc., et al.* Case No. D-101-CV-2016-00131 (Santa Fe Cnty., N.M.), Dan represented New Mexico against Volkswagen, Audi, and Porsche, asserting consumer protection claims relating to diesel vehicles that contained "defeat devices" designed to evade emissions standards. On the fifty states that settled with these defendants over the same misconduct, we helped New Mexico achieve a settlement per vehicle that far exceeded the money received by any other state.

In *State of New Mexico v. Takata Corporation, et al.*, Case No. D-101-CV-2017-00176 (Santa Fe Cnty., N.M.), Dan helped New Mexico obtain more than \$25 million against Honda, Ford, and other automobile companies for the marketing and sale of vehicles with Takata airbag inflators susceptible to rupture and capable of causing death and severe injury. Dan also served as bankruptcy counsel when Takata Corporation and its American subsidiary went into bankruptcy shortly after our case was filed.

In *State of New Mexico, ex rel. Hector H. Balderas v. Solvay Pharms.*, Case No. D-101-CV-2019-01897 (Santa Fe Cnty., N.M.), we successfully represented New Mexico against AbbVie, Abbott, and Solvay Pharmaceuticals for the deceptive marketing and sale of the testosterone therapy supplement drug AndroGel, which they marketed as a "cure" for aging men, while omitting the cardiovascular and other risks associated with the drug.

Dan currently represents New Mexico in litigation against Facebook for the social media giant's misuse of user's personal information, as well as in two antitrust actions against major pork and broiler chicken producers stemming from conspiracies to reduce production and artificially inflate prices.



AG23-0009
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

Arizona Attorney General

2005 N Central Ave
Phoenix, AZ 85004

Outside of the public client context, Dan represents plaintiffs in consumer class actions. He has been, and is currently, involved in numerous cases regarding defective automobiles. Most recently, in *Siqueiros v. Gen. Motors LLC*, Case No. 16-cv-07244 (N.D. Cal.), Dan was part of a trial team that won a jury verdict of over \$100 million against General Motors for the company's sale of vehicles with defective engines. Dan also represents plaintiffs in class actions against insurance companies in multiple states, as well as Puerto Rico.

Adam Levitt	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
6216433	Illinois	1993
Bar Registration No.	State of Issue	Year
5126602	New York	2013
Bar Registration No.	State of Issue	Year
Northwestern University	JD	1993
Education	Degree	Year
Columbia University	BA	1990
Education	Degree	Year

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

Adam Levitt has scored important wins leading dozens of significant litigations on behalf of individuals, businesses, and public clients and has built a firm that reflects his resolve for justice in all its dimensions. One of the nation’s leading advocates for plaintiffs in complex multidistrict, commercial, public client, and class action litigations, Adam has delivered nearly \$20 billion in recoveries to clients in biotechnology, financial services, insurance coverage, consumer protection, automotive defects, agricultural products, antitrust, and securities disputes. Adam’s reputation for innovatively taking on tough cases has led to his appointment by State Attorneys General in the largest ongoing environmental PFAS water contamination cases of our time, and the historic litigation arising from Volkswagen’s emissions scandal, where, as a court appointed member of a leadership group characterized as a “class action dream team,” he helped to secure a \$16 billion settlement that benefitted car buyers across the United States. Adam has also served as co-lead counsel in three of the largest biotechnology class actions in history. He secured \$1.1 billion in settlements resulting from contamination of the U.S. rice supply with genetically modified seeds; helped to obtain a \$550 million settlement on behalf of landowners and landscapers in a class action involving tree and other foliage death and harm caused by an herbicide; and recovered \$110 million for farmers who sustained market losses on corn crops from contamination of the U.S. corn supply with genetically modified corn. In addition to securing significant financial relief for his clients, Adam’s work has changed how biotechnology class action cases are litigated in the U.S. He co-created a game-changing economic model to measure crop contamination damages that set the modern industry standard

Adam’s groundbreaking work on behalf of plaintiffs has been recognized locally and nationally in prestigious ranking directories, including Chambers USA, where he received a Band 1 ranking for Mainly Plaintiffs Litigation in Illinois. Chambers USA also ranked Adam in Illinois for General Commercial Litigation and nationwide for Product Liability Litigation, where the editors describe him as the “go-to plaintiffs’ attorney in the class actions space.” In 2021 and 2022, Benchmark Litigation awarded Adam National Litigation Star: Securities and Litigation Star in Illinois. According to The National Law Journal, Adam is a “pioneer” in technology litigation, and Crain’s Chicago Business named him a 2021 Notable Gen X Leader in Accounting, Consulting, and Law. An elected member of the American Law Institute and the Economic Club of Chicago, Adam considers the formation of DiCello Levitt in 2017 to be a pivotal moment in his decades-long legal career. With a shared vision, foundation of trust, and commitment to holding large companies accountable for injuries caused by their products and practices, he and his partners intend to maintain their industry-wide influence and successful track record for years to come.

Over the last five years, Adam has also led multiple complex consumer fraud actions on behalf of the State of New Mexico.

In *State of New Mexico v. Volkswagen Group of America, Inc., et al.* Case No. D-101-CV-2016-00131 (Santa Fe Cnty., N.M.), Adam represented New Mexico against Volkswagen, Audi, and Porsche, asserting consumer protection claims relating to diesel vehicles that contained “defeat devices” designed to evade emissions standards. On the fifty states that settled with these defendants over the same misconduct, DiCello Levitt helped New Mexico achieve a settlement per vehicle that far exceeded the money received by any other state.

In *State of New Mexico v. Takata Corporation, et al.*, Case No. D-101-CV-2017-00176 (Santa Fe Cnty., N.M.), Adam helped New Mexico obtain more than \$25 million against Honda, Ford, and other automobile companies for the marketing and sale of vehicles with Takata airbag inflators susceptible to rupture and capable of causing death and severe injury. DiCello Levitt also served as bankruptcy counsel when Takata Corporation and its American subsidiary went into bankruptcy shortly after our case was filed.

In *State of New Mexico, ex rel. Hector H. Balderas v. Solvay Pharms.*, Case No. D-101-CV-2019-01897 (Santa Fe Cnty., N.M.), Adam successfully represented New Mexico against AbbVie, Abbott, and Solvay Pharmaceuticals for the deceptive marketing and sale of the testosterone therapy supplement drug AndroGel, which they marketed as a “cure” for aging men, while omitting the cardiovascular and other risks associated with the drug.

He currently represents New Mexico in litigation against Facebook for the social media giant’s misuse of user’s personal information, as well as in two antitrust actions against major pork and broiler chicken producers stemming from conspiracies to reduce production and artificially inflate prices.

Diandra “Fu” Debrosse Zimmerman	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
ASB-2956-NV69	Alabama	2007
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Case Western Reserve University School of Law	JD	2004
Education	Degree	Year
City University of New York City College	BA	2001
Education	Degree	Year

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

Diandra “Fu” Debrosse Zimmermann is managing partner of DiCello Levitt’s Birmingham office, and co-chair of the firm’s Mass Tort division. Fu is also a member of the firm’s Public Client, Environmental, Personal Injury, Civil Rights, and Trial practice groups. Widely known for her relentless client advocacy, Fu represents individuals and public entities injured by wrongful conduct, whether from defective medical devices or drugs, environmental contamination, corporate misconduct, or civil rights abuse. Nationally-recognized as a powerhouse in mass torts, class actions, products liability, discrimination, and sexual assault claims, Fu has secured hundreds of millions of dollars in client damages. Fu holds prominent leadership positions for several multidistrict litigations, including Co-Lead Counsel of In re: Abbott Laboratories, et al., Preterm Infant Nutrition Products Liability Litigation (MDL No. 3026); Plaintiffs’ Executive Committee for In re: Paraquat Products Liability Litigation (MDL No. 3004); Plaintiffs’ Steering Committee for In re: Smith & Nephew Birmingham Hip Resurfacing Hip Implant Liability Litigation (MDL No. 2775); municipalities in both In re: National Prescription Opiate Litigation (MDL No. 2804) and In re: McKinsey & Company Inc., National Prescription Opiate Consultant Litigation (MDL No. 2996); and counsel in In re: Proton Pump Inhibitor Litigation (MDL No. 2789). Fu also held a seat on the Plaintiffs’ Steering Committee for In re: Higher One Account Marketing and Sales Practices Litigation (MDL No. 2407) and has represented plaintiffs in multiple additional multidistrict litigations. Fu also leads many systematic civil rights and sexual assault cases and represents states and municipalities in litigation. Fu was recognized in 2022 as a Litigation Trailblazer by The National Law Journal, and as one of the 500 Leading Consumer Lawyers by Lawdragon. Chambers USA 2022 ranked the firm’s Litigation: Mainly Plaintiffs team among the top five in Alabama. The Birmingham Business Journal honored Fu with a Best of the Bar Award and Who’s Who in the Law recognitions in 2021 and 2022. She is repeatedly named as an Alabama Super Lawyer, among other recognitions and awards.

Fu is a founding member of Shades of Mass, an organization dedicated to encouraging the appointment of attorneys of color in national mass tort actions. She is a board member of Public Justice, the Southern Trial Lawyers Association, and an executive member of the Birmingham Bar Foundation. Fu is currently on the faculty of Duke Law’s Bolch Judicial Institute’s Mass Tort MDL Certificate. The course faculty includes leading judges, practitioners, and professors in the field of complex litigation.

Amy Keller	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
6296902	Illinois	2008
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
University of Illinois at Chicago School of Law	JD	2008
Education	Degree	Year
University of Michigan	BA	2005
Education	Degree	Year

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

Amy Keller has held leadership positions in a variety of complex litigations across the U.S., where she has successfully litigated high-profile and costly data security and consumer privacy cases. As the firm's Privacy, Technology, and Cybersecurity practice chair, she is the youngest woman ever appointed to serve as co-lead class counsel in a nationwide class action. In the multidistrict litigation against Equifax related to its 2017 data breach, Amy represented nearly 150 million class members and helped to secure a \$1.5 billion settlement, working alongside federal and state regulators to impose important security practice changes to protect consumer data.

Amy has represented consumers against industry titans like Apple, Marriott, Electrolux, and BMW, securing victories against each. Her numerous other leadership positions have required sophistication in not only understanding complex legal theories, but also in presenting multifaceted strategies and damages modeling to ensure favorable results. For example, in leading a nationwide class action related to a data breach that exposed the confidential information of nearly 300 million individuals, Amy worked with her team to develop an argument recognized by the trial court that the loss of someone's personal information, alone, could trigger financial liability. In another matter, Amy defended her team's victory all the way to the U.S. Supreme Court, ensuring that consumers would be able to band together as a class when a company defrauds them for small amounts individually that are worth millions of dollars in the aggregate.

Amy is an elected member of the American Law Institute and a two-time chair of the Chicago Bar Association Class Action Committee, where she gave a number of presentations on topics impacting large-scale consumer class actions, including presentations on emerging legal issues in privacy cases. Ms. Keller is recognized by Crain's Chicago Business as a 40 under 40 for the class of 2022, and is a board member and Executive Committee member of Public Justice, a not-for-profit legal advocacy organization. She is also a member of the Sedona Conference's Working Group 11, which focuses on advancing the law on issues surrounding technology, privacy, artificial intelligence, and data security, and she is also on drafting teams for both Model Data Breach Notification Principles and Statutory Remedies and the California Consumer Privacy Act. Amy is the Data Breach and Cybersecurity Practice Group Committee Chair for the American Association for Justice and previously served on the Cybersecurity & Privacy Editorial Advisory Board for Law360, where she brought plaintiff counsel's perspective to the publication's analysis of technology lawsuits.

Karin Garvey	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
2997831	New York	1999
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Northwestern University	JD	1997
Education	Degree	Year
Harvard University	BA	1994
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.

Karin E. Garvey is a Partner in the New York office of DiCello Levitt. Having spent 18 years on the defense side, Karin is uniquely able to deploy the knowledge she gained as defense counsel to the strategic advantage of her clients on the plaintiffs' side.

With 25 years of litigation experience, Karin has been appointed lead or co-lead counsel in multiple antitrust class actions, including the following. In *Fusion Elite All Stars v. Varsity Brands, LLC* (W.D. Tenn.), Karin represents a proposed class of direct purchasers in a case alleging monopolization and conspiracy to monopolize again the largest producer of All Star Cheerleading events and the sport's governing body. In *In re Sensipar (Cinacalcet HCl) Antitrust Litigation* (D. Del.), Karin represents a proposed class of indirect purchasers of the drug Sensipar in a case alleging that defendants conspired to delay the entry of generic competition for the branded drug Sensipar. In *In re Surescripts Antitrust Litigation* (N.D. Ill.), Karin represents a proposed class of pharmacies who have charged the largest provider of e-prescription services of anticompetitive conduct. Karin was also appointed to the Plaintiff's Steering Committee in *In re Xyrem (Sodium Oxybate) Antitrust Litigation* (N.D. Cal.) and *In re Crop Inputs Antitrust Litigation* (E.D. Mo.). Karin recently tried a case to verdict on behalf of the end-payor plaintiff class in *In re Opana ER Antitrust Litigation* (N.D. Cal.), playing a significant role at the jury trial, including delivering significant portions of the plaintiffs' opening statement and closing argument.

Karin is recommended by *Chambers & Partners USA*, Band 2 for Antitrust Mainly Plaintiff in New York, and *The Legal 500* for excellence in the antitrust practice. She has been described as "an experienced and thoughtful litigator. She has been in the trenches and knows how to work through complex issues." She has also been recognized by *Lawdragon* as one of the "Leading Plaintiff Financial Lawyers in America."

Karin brings significant experience to managing complex, multi-jurisdictional cases from initial case development through resolution and appeal. Karin has engaged in all phases of trial preparation and trial and has briefed and argued appeals. Karin also has significant experience with arbitration and mediation.

Gregory Ascioia	Partner	
Name of Individual	Title	
Outside Counsel for the State of Arizona	Complex Litigation	
Proposed Project Role	Area(s) of Expertise	
2635241	New York	1994
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Catholic University of America	JD	1993
Education	Degree	Year
Boston College	BA	1987
Education	Degree	Year

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

Gregory Ascioia is a Partner in the New York office of DiCello Levitt, where he serves as Chair of the Firm's Antitrust and Competition Litigation Practice, and a member of the Firm's Diversity, Equity, & Inclusion Committee. With almost three decades of antitrust experience, Greg is a highly-regarded, national antitrust practitioner who represents businesses, pension funds, and health and welfare funds in complex antitrust class actions.

Named a Titan of the Plaintiffs Bar by *Law360* as well as a leading plaintiffs' competition lawyer by *Chambers & Partners USA* and *Global Competition Review*, Greg is often recognized for his experience and involvement in high-profile cases. He has been named one of the "Leading Plaintiff Financial Lawyers in America" by *Lawdragon* and a "Leading Lawyer" and former "Next Generation Lawyer" by *The Legal 500*, with sources describing him as "very effective plaintiffs' counsel" and "always act[ing] with a good degree of professionalism." As a result, Greg is frequently sought after by the media, including *The Wall Street Journal*, *The New York Times*, *Financial Times*, *CNN Business*, and *Global Competition Review*, for commentary on global antitrust developments.

Greg currently represents clients in antitrust matters involving price-fixing, monopolization, financial benchmark manipulation, pay-for-delay agreements, and other anticompetitive practices. He is regularly appointed to leadership positions, and is currently leading several antitrust cases, including *In re Generic Pharmaceuticals Pricing Antitrust Litigation* (E.D. Pa.), one of the largest antitrust cases on record alleging price-fixing of 200+ generic drugs against 35+ drug manufacturers, and *In re European Government Bonds Antitrust Litigation*, which alleges price-fixing of EGBs by several large dealer banks. He was also appointed to the steering committee in *In re Crop Inputs Antitrust Litigation* (E.D. Mo.) and *In re Surescripts Antitrust Litigation* (N.D. Ill.). Greg also represents pro bono clients in matters involving the arts and immigration of LGBTQ+ individuals.

Greg is an active member of the antitrust bar. He was recently appointed as Vice-Chair of the ABA Antitrust Section's Diversity/Advanced committee. He is a member of the Executive Committee of the Antitrust Law Section of the New York State Bar Association (NYSBA) and serves as its Finance Officer. He also serves as Co-Chair of the Antitrust Committee of the New York County Lawyers' Association. He is an Advisory Board member of the American Antitrust Institute and serves as Secretary and Membership Director of COSAL, the Committee to Support the Antitrust Laws.



**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:	New Mexico Office of the Attorney General
Contact:	Hector Balderas, Attorney General
Street Address:	408 Galisteo Street, Villagra Building
City, State, Zip:	Santa Fe, New Mexico 87501
Telephone #:	(505) 490-4060
E-Mail:	hbalderas@nmag.gov
Service Provided:	DiCello Levitt serves as outside litigation counsel for the New Mexico Office of the Attorney General.

Reference #2

Company:	Illinois Office of the Attorney General
Contact:	Karyn Bass Ehler, Assistant Chief Deputy Attorney General
Street Address:	100 West Randolph Street
City, State, Zip:	Chicago, Illinois 60601
Telephone #:	(312) 814-3000
E-Mail:	karyn.bassehler@ilag.gov
Service Provided:	DiCello Levitt serves as outside litigation counsel for the Illinois Office of the Attorney General.

Reference #3

Company:	Oregon Department of Justice
Contact:	Lisa Udland, Deputy Attorney General
Street Address:	1162 Court Street Northeast
City, State, Zip:	Salem, Oregon 97301
Telephone #:	(503) 378-4400
E-Mail:	lisa.udland@doj.state.or.us
Service Provided:	DiCello Levitt monitors for potential securities fraud affecting state interests.



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.

DiCello Levitt LLC

Company name

Ten North Dearborn Street, Sixth Floor

Address

Chicago, Illinois 60602

City, State, ZIP

Signature of person authorized to sign

Adam J. Levitt, Partner

Printed name and title

alevitt@dicellolevitt.com

Contact email address

312-214-7900

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.

DiCello Levitt LLC

Company name

Ten North Dearborn Street, Sixth Floor

Address

Chicago

Illinois

60602

City

State

Zip

Signature of person authorized to sign

Adam J. Levitt, Partner

Printed name and title

alevitt@dicellolevitt.com – 312-214-7900

Email address

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

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.

DiCello Levitt LLC

Company Name

Signature of person authorized to sign

Ten North Dearborn Street, Sixth Floor

Address

Adam J. Levitt, Partner

Printed name and title

Chicago, Illinois 60602

City, State, ZIP

alevitt@dicellolevitt.com – 312-214-7900

Contact email address

Contact phone number



DICELLO LEVITT

TEN NORTH DEARBORN STREET SIXTH FLOOR CHICAGO, ILLINOIS 60602

ADAM J. LEVITT
ALEVITT@DICELLOLEVITT.COM
312.214.7900

November 14, 2022

Ms. Cindy Palmer, Procurement Manager
Office of the Arizona Attorney General
2005 Norther Central Avenue
Phoenix, Arizona 85004

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

Dear Ms. Palmer,

We submit this letter in accordance with Section 3.3.2.1 of the above-referenced Request for Proposal. If you have any further questions, or require any additional information, please do not hesitate to contact me.

SUBMITTING ORGANIZATION

DiCello Levitt LLC

PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE DICELLO LEVITT

Adam J. Levitt

PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF DICELLO LEVITT

Adam J. Levitt

ACCEPTANCE OF REQUIREMENTS

DiCello Levitt accepts the requirements of Solicitation Number BPM004964.

NARRATIVE

DiCello Levitt is one of the nation's leading consumer protection law firms, with more than 60 lawyers, in five offices across the United States, representing public entities and private corporations and individuals in a diverse array of practice areas. While a complete firm resume has also been submitted with our proposal, we take this letter's opportunity to focus your office's attention on the qualifications and achievements of those lawyers leading the firm's Public Client, Technology, and Antitrust practice groups, as it is primarily the combination of these groups that makes our firm a strong choice to represent Arizona in consumer fraud and antitrust matters.

Public Client

DiCello Levitt currently serves as outside counsel for the Illinois, Michigan, and New Mexico Attorneys General offices. In representing these states, our firm has demonstrated the ability to successfully handle lengthy and complex attorney general litigation.

Within the last four years, we have helped the New Mexico Office of the Attorney General achieve a string of successful results:

In State of New Mexico v. Volkswagen Group of America, Inc., et al. Case No. D-101-CV-2016-00131 (Santa Fe Cnty., N.M.), we represented New Mexico against Volkswagen, Audi, and Porsche, asserting consumer protection claims relating to diesel vehicles that contained "defeat devices" designed to evade emissions standards. On the fifty states that settled with these defendants over the same misconduct, we helped New Mexico achieve a settlement per vehicle that far exceeded the money received by any other state.

In State of New Mexico v. Takata Corporation, et al., Case No. D-101-CV-2017-00176 (Santa Fe Cnty., N.M.), we helped New Mexico obtain more than \$25 million against Honda, Ford, and other automobile companies for the marketing and sale of vehicles with Takata airbag inflators susceptible to rupture and capable of causing death and severe injury. We also served as bankruptcy counsel when Takata Corporation and its American subsidiary went into bankruptcy shortly after our case was filed.

In State of New Mexico, ex rel. Hector H. Balderas v. Solvay Pharms., Case No. D-101-CV-2019-01897 (Santa Fe Cnty., N.M.), we successfully represented New Mexico against AbbVie, Abbott, and Solvay Pharmaceuticals for the deceptive marketing and sale of the testosterone therapy supplement drug AndroGel, which they marketed as a "cure" for aging men, while omitting the cardiovascular and other risks associated with the drug.

In State of New Mexico, ex rel. Hector H. Balderas v. Wells Fargo & Company, Case No. D-101-CV-2018-02395 (Santa Fe Cnty., N.M.), we

successfully represented New Mexico against Wells Fargo for fraudulently opening unauthorized bank accounts and credit cards in the names of New Mexico customers and enrolling them in unauthorized banking services, with New Mexico netting the highest settlement premium of any state in the nation.

In each of these cases, we were involved from pre-filing investigation through settlement. The AndroGel matter, referenced above, exemplifies our firm's commitment to hard fought litigation on behalf of our state attorney general clients. In that case, our firm reviewed millions of pages of documents, retained seven expert witnesses, deposed fourteen fact witnesses and three expert witnesses for defendants, briefed and successfully argued four motions to compel, and defeated the defendants' summary judgment motion. A favorable settlement was reached one business day before trial was to begin.

Currently, we are in ongoing litigation on behalf of Michigan and Illinois in these states' multibillion-dollar battles against the manufacturers of "Forever Chemicals" (PFAS and AFFF), which have contaminated these states' air, water, and soil.¹ We undertook these representations knowing that they are likely to be lengthy, sprawling, and carry high costs. We also currently represent New Mexico in litigation against Facebook for the social media giant's misuse of user's personal information,² as well as in two antitrust actions against major pork and broiler chicken producers stemming from conspiracies to reduce production and artificially inflate prices.³

Our Public Client Group is led by Adam Levitt, Diandra "Fu" Debrosse Zimmermann, and Daniel Ferri. Beyond their public client work, Mr. Levitt, Ms. Debrosse Zimmerman, and Mr. Ferri also have substantial consumer protection experience in the class action and mass tort contexts.

Mr. Levitt is one of the firm's two founding partners, and he has served as President of the Class Action Trial Lawyers division of The National Trial Lawyers and been rated by Chambers and Partners in Band 1 for his plaintiff-side litigation work. He has had leadership roles in many class actions, including serving as co-lead counsel in three of the largest

¹ *Nessell v. 3M Company*, et. al., MDL No. 2873 (D.S.C.); *Nessell v. EI DuPont de Nemours and Co*, et al., MDL No. 2873 (D.S.C.); *Nessell v Chemguard*, et al., MDL No. 2873 (D.S.C.); *Nessel v Asahi Kasei Plastics North America Inc.*, Case No. 20-30909-NZ (Livingston Cir. Ct.); *People of the State of Illinois, ex rel. Kwame Raoul, Attorney General of the State of Illinois v. 3M Company*, Case No. 22-cv-4075 (C.D. Ill.)

² *State of New Mexico v. Facebook, Inc.*, Case No. D-101-CV-2021-00132 (Santa Fe Cnty., N.M.)

³ *State of New Mexico v. Koch Foods Inc.*, et al. Case No. D-101-CV-2020-01891 (Santa Fe Cnty., N.M.); *State of New Mexico v. Agri Stats Inc., et al.* Case No. D-101-CV-2021-01478 (Santa Fe Cnty., N.M.)

biotechnology class actions in history,⁴ serving as co-lead counsel for plaintiffs in class action litigation concerning alleged defective truck engines,⁵ and serving in a leadership position in the nationwide Volkswagen “clean diesel” litigation.⁶

Ms. Debrosse Zimmerman, who was recently named a 2022 Litigation Trailblazer by the National Law Journal, is a founding member of Shades of Mass, an organization dedicated to encouraging the appointment of attorneys of color in national mass tort actions. She is also a board member of Public Justice and the Southern Trial Lawyers Association. She holds prominent leadership positions for several multidistrict litigations, including serving as co-lead counsel in *In re: Abbott Laboratories, et al., Preterm Infant Nutrition Products Liability Litigation* (MDL No. 3026); serving on the Plaintiffs’ Executive Committee for *In re: Paraquat Products Liability Litigation* (MDL No. 3004); and on the Plaintiffs’ Steering Committee for *In re: Smith & Nephew Birmingham Hip Resurfacing Hip Implant Liability Litigation* (MDL No. 2775). She also represents municipalities in both *In re: National Prescription Opiate Litigation* (MDL No. 2804) and *In re: McKinsey & Company Inc., National Prescription Opiate Consultant Litigation* (MDL No. 2996).

Mr. Ferri has been heavily involved in the firm’s work on behalf of the New Mexico Office of the Attorney General, strategizing and managing the day-to-day litigation in the actions referenced above. Mr. Ferri is also involved in numerous complex class actions, having recently played a significant role in achieving a jury verdict against General Motors for north of \$100 million.⁷

Privacy, Technology, and Cybersecurity

DiCello Levitt’s Privacy, Technology, and Cybersecurity Group was named Practice Group of the Year in 2020 by *The National Law Journal* and in 2020 and 2021 by *Law360*. The team is led Amy Keller and David Straite. Ms. Keller, who is rated by Chambers and Partners for her work in privacy and data security litigation, was appointed co-lead counsel in the nationwide litigation of nearly 150 million class members against Equifax, where she played a pivotal role in securing the largest settlement in a data breach case to date, with significant and important regulator collaboration: a cash fund of up to \$505 million and a

⁴ *In re Genetically Modified Rice Litig.*, MDL No. 1811 (E.D. Mo.) (aggregate settlement of more than \$1.1 billion); *In re StarLink Corn Prods Liab. Litig.*, MDL No. 1403 (N.D. Ill.) (\$110 million settlement); *In re Imprelis Herbicide Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2284 (E.D. Pa.) (\$550 million settlement)

⁵ *In re: Navistar MaxxForce Engines Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2590 (N.D. Ill.) (\$135 million settlement).

⁶ *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, and Prods. Liab. Litig.*, No. 15-MD-2672 (N.D. Cal.) (\$14.7 billion settlement)

⁷ *Siqueiros v. Gen. Motors LLC*, 16-cv-07244 (N.D. Cal.)

commitment from Equifax to invest \$1 billion in security changes.⁸ Ms. Keller and her team also recently secured a rare ruling in favor of class certification in a nationwide class action against Marriott concerning a data breach impacting hundreds of millions of Americans,⁹ and achieved significant victories against cloud-based computing company Blackbaud.¹⁰ Ms. Keller, along with other members of the firm's Privacy, Technology, and Cybersecurity practice group is currently heavily involved in the Facebook matter that the firm is litigating on behalf of New Mexico.

David Straite has been named a Cybersecurity & Privacy MVP by Law360 and a Plaintiffs' Lawyers Trailblazer by the National Law Journal. He recently served as co-lead counsel in a class action against Facebook for its use of "cookies" to track subscribers' internet use even after they had logged off the platform, which resulted in one of ten-largest data privacy settlements in United States history.¹¹ He currently serves as co-lead in two class actions against Google for their misuse of user data.¹²

Antitrust

DiCello Levitt's nationally ranked and recognized Antitrust Group is regularly appointed as lead plaintiffs' counsel because of its track record of success. The group has litigated some of the largest federal and state antitrust class action lawsuits in the U.S., often filing the first case, advancing novel theories, and creating new law through its efforts. Examples of the group's work include:

In re Air Cargo Shipping Services Antitrust Litigation, MDL No. 1775 (E.D.N.Y.), where the group obtained more than \$1.2 billion in settlements from over 30 international airlines to resolve claims alleging a global conspiracy to fix surcharges for air cargo shipping services.

Alaska Electrical Pension Fund v. Bank of America, Corp., No. 14-cv-7126 (S.D.N.Y.), where the group helped secure \$504.5 million in settlements from the major dealer banks to resolve claims alleging a conspiracy to manipulate ISDAFIX, a key benchmark for valuing various interest rate derivatives.

⁸ *In re: Equifax, Inc. Customer Data Security Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga.).

⁹ *In Re: Marriott Int'l, Inc., Customer Data Security Breach Litig.*, No. 8:19-MD-02879 (D. Md.)

¹⁰ *In Re Blackbaud Inc. Customer Data Security Breach Litig.*, No. 3:20-MN-02972 (D.S.C.)

¹¹ *In re Facebook Internet Tracking Litigation*, 12-md-02314 (N.D. Cal.)

¹² *Hewitt, et al. v. Google LLC*, 21-CV-2155 (N.D. Cal.); *Calhoun v. Google LLC*, 20-CV-05146 (N.D. Cal.)

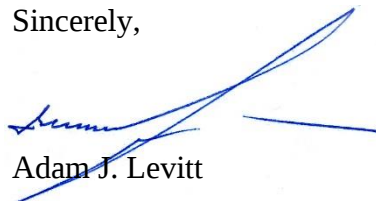
In re Aftermarket Automotive Lighting Products Antitrust Litigation, No. 09-ml- 02007 (C.D. Cal.), where, serving as co-lead counsel, the group obtained more than \$50 million in settlements to resolve claims alleging several manufacturers participated in an international conspiracy to fix the prices of aftermarket automotive lighting products.

In re Foreign Exchange Benchmark Rates Antitrust Litigation, No. 13-cv-07789 (S.D.N.Y.), where, serving as class counsel and appointed allocation counsel, the group obtained more than \$2.3 billion in settlements from the major FX dealer banks to resolve claims alleging a conspiracy to fix the prices of foreign exchange transactions.

DiCello Levitt's Antitrust Group is led by Gregory Ascioffa and Karin E. Garvey. Mr. Ascioffa has been named a Titan of the Plaintiffs Bar by *Law360* as well as a leading plaintiffs' competition lawyer by *Chambers & Partners USA* and *Global Competition Review*, as well as one of the "Leading Plaintiff Financial Lawyers in America" by *Lawdragon*. He was recently appointed as Vice-Chair of the ABA Antitrust Section's Diversity Advanced committee. Ms. Garvey is recommended by *Chambers & Partners USA*, Band 2 for Antitrust Mainly Plaintiff in New York, and *The Legal 500* for excellence in the antitrust practice. She has also been recognized by *Lawdragon* as one of the "Leading Plaintiff Financial Lawyers in America."

We hope that this letter adequately conveys our firm's track record of success in public client, consumer protection, technology, and antitrust litigation. It would be an honor to represent the State of Arizona in consumer protection matters.

Sincerely,



Adam J. Levitt



DICELLO LEVITT

Justice in all its
DIMENSIONS



Overview

At DiCello Levitt, we're dedicated to achieving justice for our clients through class action, business-to-business, public client, whistleblower, and personal injury litigation. Every day, we put our reputations—and our capital—on the line for our clients. Throughour \$16B in recoveries, we've helped raise the bar for corporate conduct and responsibility, paving the way for a more just and equitable world.

Practice Areas

- Agriculture and Biotechnology
- Antitrust and Competition Litigation
- Appellate and Policy Advocacy
- Civil and Human Rights Litigation
- Class Action Litigation
- Commercial Litigation
- Environmental Justice
- Insurance Litigation
- Labor and Employment Litigation
- Personal Injury
- Pharmaceutical Fraud, Waste, and Abuse
- Privacy, Technology, and Cybersecurity
- Product Liability
- Public Client
- Securities and Financial Services Litigation
- Whistleblower, Qui Tam, and False Claims Act

Members of the Firm

Our attorneys have the ability to successfully try cases across the spectrum of complex commercial litigation, financial fraud and securities litigation, public litigation, class actions, defective drug and device cases, catastrophic injuries, and other areas of law. The firm boasts an impressive roster of attorneys.



Mark A. DiCello
Partner

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EDUCATION
Cleveland-Marshall College of Law,
J.D.

University of Dayton, B.A.

Mark DiCello is a founding partner of DiCello Levitt. He explains that after 20 years of jury trials and serving in lead roles in some of the largest personal injury cases in Ohio and around the country, he wanted to create a plaintiffs' firm that did not exist, a firm that brought together top talent in the most important areas of plaintiffs' law.

Mark understands that while our technology-driven society continues to evolve at an unprecedented pace, the law is slow to adapt. That means the most powerful economic interests typically operate "ahead" of the law. Representing people hurt by them, from serious catastrophic physical injury to life changing economic injury, is more challenging than ever. Through that lens, he has a simple message: "While Justice is your right, society won't just give it to you, you have to fight for it." This insight forms the heart of his approach to litigation and firm building.

Mark's clients are all victims – from individuals suffering catastrophic personal injuries to groups of plaintiffs harmed by medical devices, pharmaceutical products, chemicals, automobiles, and more. He has led headline-grabbing mass tort and product liability cases and co-led massive multidistrict litigations.

For Mark, all of his experiences have led inevitably to the 2017 creation of powerhouse trial firm DiCello Levitt. He views the firm as unique in the plaintiffs' bar – a diverse and fearless team of lawyers focused on important litigations in the U.S. and abroad. His vision is to continue building a firm comprising leaders in the law with strong underlying frameworks that ensure the firm can thrive for generations to come.



Adam Levitt

Partner

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EDUCATION

Northwestern University School of Law, J.D.

Columbia College, Columbia University, A.B., *magna cum laude*

Adam Levitt has scored important wins leading dozens of significant litigations on behalf of individuals, businesses, and public clients and has built a firm that reflects his resolve for justice in all its dimensions.

One of the nation's leading advocates for plaintiffs in complex multidistrict, commercial, public client, and class action litigations, Adam has delivered nearly \$20 billion in recoveries to clients in biotechnology, financial services, insurance coverage, consumer protection, automotive defects, agricultural products, antitrust, and securities disputes.

Adam's reputation for innovatively taking on tough cases has led to his appointment by State Attorneys General in the largest ongoing environmental PFAS water contamination cases of our time, and the historic litigation arising from Volkswagen's emissions scandal, where, as a court-appointed member of a leadership group characterized as a "class action dream team," he helped to secure a \$16 billion settlement that benefitted car buyers across the United States.

Adam has also served as co-lead counsel in three of the largest biotechnology class actions in history. He secured \$1.1 billion in settlements resulting from contamination of the U.S. rice supply with genetically modified seeds; helped to obtain a \$550 million settlement on behalf of landowners and landscapers in a class action involving tree and other foliage death and harm caused by an herbicide; and recovered \$110 million for farmers who sustained market losses on corn crops from contamination of the U.S. corn supply with genetically modified corn.

In addition to securing significant financial relief for his clients, Adam's work has changed how biotechnology class action cases are litigated in the U.S. He co-created a game-changing economic model to measure crop contamination damages that set the modern industry standard.

Adam's groundbreaking work on behalf of plaintiffs has been recognized locally and nationally in prestigious ranking directories, including *Chambers USA*, where he received a Band 1 ranking for Mainly Plaintiffs Litigation in Illinois. *Chambers USA* also ranked Adam in Illinois for General Commercial Litigation and nationwide for Product Liability Litigation, where the editors describe him as the "go-to plaintiffs' attorney in the class actions space." In 2021 and 2022, *Benchmark Litigation* awarded Adam National Litigation Star: Securities and Litigation Star in Illinois. According to *The National Law Journal*, Adam is a "pioneer" in technology litigation, and *Crain's Chicago Business* named him a 2021 Notable Gen X Leader in Accounting, Consulting, and Law.

An elected member of the American Law Institute and the Economic Club of Chicago, Adam considers the formation of DiCello Levitt in 2017 to be a pivotal moment in his decades-long legal career. With a shared vision, foundation of trust, and commitment to holding large companies accountable for injuries caused by their products and practices, he and his partners intend to maintain their industry-wide influence and successful track record for years to come.



Kenneth Abbarno

Partner

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EDUCATION

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Canisius College, B.A.

Toxic exposure to chemicals goes hand in hand with truck crash cases. Ken saw that early in his career. More than twenty years ago, Ken found himself called to the scene of a major truck crash. As a young lawyer, he witnessed what really happens in the aftermath of that kind of tragedy. He saw how truck companies protect their drivers. He saw a small police department struggle with securing a crime scene and preserving evidence. He saw how people in cars don't stand a chance when a truck driver loses control. He saw the impact that a spilled tanker can have on the environment and how toxic exposure can change lives in minutes. That experience shaped the rest of his professional career.

As a former defense lawyer, Ken was recruited by the most accomplished plaintiff-side law firms in the United States. Ken chose to join DiCello Levitt, understanding that he would have unique and unrivaled access to resources not available at any of the traditional personal injury firms. Since joining the firm, Ken has set himself apart as a leader who coordinates complex medical malpractice, birth injury, truck crash, and toxic exposure cases, all while mentoring young lawyers advancing in the trial bar and serving as the firm's General Counsel.

Over the past three decades, Ken has been recognized as a top-tier litigator in medical malpractice cases and in the transportation industry. He's litigating major medical malpractice, truck crash, and toxic exposure cases in multiple jurisdictions across the United States. Throughout his career, Ken has been recognized by the medical and trucking industries and his peers as an elite trial lawyer.

Ken is a sought-after voice and has published articles in national transportation magazines and spoken at conferences across the country. He has been selected as an Ohio Super Lawyer every year since 2010, and was named an Inside Business Leading Lawyer, Cleveland's Transportation Lawyer of the Year, and recognized in The Best Lawyers in America.



Mark M. Abramowitz
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EDUCATION

University of Toledo College of Law,
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University of Guelph, B.A.

Mark has demonstrated expertise in leveraging cutting-edge technology in DiCello Levitt's modern and evolving trial practice to achieve what were previously believed to be impossible results for his clients. An Internet technology expert, he is a student of integrating technology into the practice of law. He has been selected to national discovery review teams and is regularly consulted on cloud-based systems, discovery technology, the Internet of Things, and litigation concerning data storage and security. He has testified before the Ohio State Legislature multiple times on data security and related issues.

Mark is a respected litigator and trial lawyer who has recouped life changing compensation for clients around the country. He has expertise and experience ranging from defective products to Internet technology disputes. Mark is recognized for breaking barriers in medical malpractice litigation through groundbreaking work in exposing electronic medical record alterations and successfully expanding states' damages caps in joint replacement surgery cases.

Mark brings a unique voice to the Sedona Conference's Data Security and Privacy Liability working group and is one of the authors of Sedona's Biometric Privacy Primer. He has also served as a Trustee of the Ohio Association for Justice since 2014. Mark is currently Editor-in-Chief of *Ohio Trial* and is a member of *Law360's* Personal Injury Editorial Advisory Board.



F. Franklin Amanat
Partner

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EDUCATION

Harvard Law School, J.D., *cum laude*

The University of Pennsylvania, B.A.,
summa cum laude

Frank Amanat is a highly-decorated litigator with nearly 30 years of experience in a broad range of complex legal matters. He has particular expertise in constitutional and administrative law, as well as class actions, financial and securities fraud, health care and pharmaceutical litigation, False Claims Act and FIRREA litigation, complex torts, civil rights, and environmental litigation. A veteran of 19 trials and arbitrations and dozens of appeals, Frank has led some of the largest and most consequential civil litigation in the country, appearing on both the plaintiff and defense side, and he has amassed a remarkable track record delivering successful outcomes to his clients.

Frank specializes in representing victims of fraudulent and illegal conduct, as well as whistleblowers, governmental entities, and other plaintiffs, in a wide range of high-impact litigation, including class actions and multidistrict litigation. His practice focuses on financial and securities fraud, health care fraud, civil rights, mass torts, and other complex commercial litigation.

Prior to joining DiCello Levitt, Frank spent 24 years at the U.S. Department of Justice ("DOJ"), including more than two decades as an Assistant United States Attorney and then Senior Counsel at the U.S. Attorney's Office for the Eastern District of New York (Brooklyn), plus stints at the Office of Legal Policy ("OLP") and the Office of Immigration Litigation. At DOJ, Frank handled over 400 cases, both affirmative and defensive, on behalf of more than 70 federal agencies. From 2013 to 2018, he served as lead counsel for the Government in the successful investigation and prosecution of Barclays Bank and two of its former executives for fraud in connection with the sale of residential mortgage-backed securities. The \$2 billion settlement is the largest single recovery the Department of Justice has ever obtained in a civil penalty action filed under FIRREA.

For his work at OLP developing regulations implementing the Prison Rape Elimination Act (the largest and most complex rulemaking initiative ever undertaken in the Department of Justice), Frank was awarded in 2012 the Attorney General's Award for Distinguished Service, the second highest award conferred by the Department of Justice. In September 2020, Frank received the EOUSA Director's Award for Superior Performance as an Assistant United States Attorney (Civil) for his work on financial fraud and public policy cases, as well as several immigration policy class actions. In 2018, Frank received the Henry L. Stimson Medal, an award given annually by the New York City Bar Association to honor outstanding Assistant U.S. Attorneys in the EDNY and SDNY for their integrity, fairness, courage, and superior commitment to the public good.



Greg Ascioffa

Partner

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EDUCATION

Catholic University of America, J.D.

Boston College, A.B., *cum laude*

Gregory Ascioffa is a Partner in DiCello Levitt's New York office, where he serves as Chair of the Firm's Antitrust and Competition Litigation Practice. Greg focuses on representing businesses, public pension funds, and health and welfare funds in complex antitrust and commodities class actions. Greg currently represents clients in antitrust matters involving price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices. He also has represented, pro bono, three Ugandan LGBTQ clients seeking asylum in the U.S.

Greg has recovered billions on behalf of his clients and leads extensive investigations into potential anticompetitive conduct, often resulting in first-to-file cases. Prior to joining DiCello Levitt, Greg chaired a nationally-recognized antitrust practice group as a partner and oversaw significant growth in group size, leadership appointments, cases filed, investigations, and reputation. He also litigated and managed civil and criminal antitrust matters involving price-fixing, merger, and monopolization and conducted internal investigations and managed responses to government investigations on behalf of corporate targets as a partner at Morgan Lewis & Bockius LLP. Greg began his career as an attorney at the U.S. Department of Justice's Antitrust Division, where he focused on anticompetitive conduct in the healthcare industry.

Greg is regularly appointed to leadership positions in major antitrust cases in federal courts throughout the U.S., including *Generic Drugs*, *Eurozone Government Bonds*, *Platinum and Palladium*, *Surescripts*, *Crop Inputs*, *Opana*, and *Exforge*.

Named a "Titan of the Plaintiffs Bar" by *Law360* as well as a leading plaintiffs' competition lawyer by *Global Competition Review* and Chambers & Partners USA, Greg is often recognized for his experience and involvement in high-profile cases. He has been named one of the "Leading Plaintiff Financial Lawyers in America" by Lawdragon, a "Litigation Star" by Benchmark Litigation, and a "Leading Lawyer" and a "Next Generation Lawyer" by The Legal 500, with sources describing him as "very effective plaintiffs' counsel" and "always act[ing] with a good degree of professionalism."

Greg makes substantial contributions to the antitrust bar. In 2016, he was elected to the Executive Committee of the New York State Bar Association Antitrust Law Section, where he formerly served as the Chairman of the Horizontal Restraints Committee. He also currently serves as Co-Chairman of the Antitrust and Trade Regulation Committee of the New York County Lawyers' Association and Membership Chair of the Committee to Support the Antitrust Laws. Greg is an annual invitee of the exclusive Antitrust Forum, serves as the U.S. Representative to the Banking Litigation Network, and is on the Advisory Board of the American Antitrust Institute.



Bruce D. Bernstein

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EDUCATION

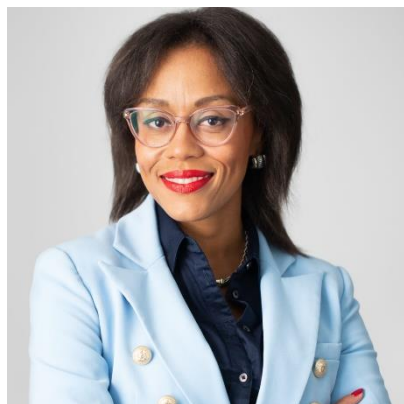
The George Washington University
Law School, J.D.

University of Vermont, B.S., *cum
laude*

Bruce Bernstein has successfully handled a wide range of commercial litigation including suits against large banks, mortgage lenders, automobile manufacturers, pharmaceutical manufacturers, insurers, and healthcare systems. He has successfully litigated these matters at all levels, including before the U.S. Supreme Court.

As a Trial Attorney in the Civil Fraud Section of the U.S. Department of Justice, Bruce investigated, litigated, and resolved complex *qui tam* actions asserting claims under the False Claims Act. In addition, on behalf of the United States, he oversaw the litigation of a large action, pending in Germany, asserting securities fraud-type claims against a multinational automobile manufacturer, which was brought to recover losses incurred by the Federal Thrift Savings Plan, one of the largest defined contribution plans in the world. In private practice, he successfully litigated some of the largest securities fraud actions ever filed. Bruce was a pivotal member of the team that secured significant decisions from the Third Circuit and U.S. Supreme Court in the securities class action against *Merck & Co., Inc.*, which arose out of Merck's alleged misrepresentations about the cardiovascular safety of its painkiller drug Vioxx. That action was ultimately resolved for more than \$1 billion, which at the time of its resolution, was the largest securities recovery ever achieved on behalf of investors against a pharmaceutical company.

Bruce has also served as an adjunct professor at The George Washington University Law School and taught written and oral advocacy. Separately, he has authored and co-authored a number of articles on developments in the federal securities laws, including co-authoring, along with several former colleagues, the first chapter of Lexis/Nexis's seminal industry guide *Litigating Securities Class Actions* (2010 and 2012).



**Diandra “Fu” Debrosse
Zimmerman**
Partner

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EDUCATION

Case Western Reserve University
School of Law, J.D.

City College of the City University of
New York, B.A., *summa cum laude*

Diandra “Fu” Debrosse Zimmermann is managing partner of DiCello Levitt’s Birmingham office, and co-chair of the firm’s Mass Tort division. Fu is also a member of the firm’s Public Client, Environmental, Personal Injury, Civil Rights, and Trial practice groups. Widely known for her relentless client advocacy, Fu represents individuals and public entities injured by wrongful conduct, whether from defective medical devices or drugs, environmental contamination, corporate misconduct, or civil rights abuse. Nationally recognized as a powerhouse in mass torts, class actions, products liability, discrimination, and sexual assault claims, Fu has secured hundreds of millions of dollars in client damages.

Fu holds prominent leadership positions for several multidistrict litigations, including Co-Lead Counsel of *In re: Abbott Laboratories, et al., Preterm Infant Nutrition Products Liability Litigation* (MDL No. 3026); Plaintiffs’ Executive Committee for *In re: Paraquat Products Liability Litigation* (MDL No. 3004); Plaintiffs’ Steering Committee for *In re: Smith & Nephew Birmingham Hip Resurfacing Hip Implant Liability Litigation* (MDL No. 2775); municipalities in both *In re: National Prescription Opiate Litigation* (MDL No. 2804) and *In re: McKinsey & Company Inc., National Prescription Opiate Consultant Litigation* (MDL No. 2996); and counsel in *In re: Proton Pump Inhibitor Litigation* (MDL No. 2789). Fu also held a seat on the Plaintiffs’ Steering Committee for *In re: Higher One Account Marketing and Sales Practices Litigation* (MDL No. 2407) and has represented plaintiffs in multiple additional multidistrict litigations. Fu also leads many systematic civil rights and sexual assault cases and represents states and municipalities in litigation.

Fu was recognized in 2022 as one of the 500 Leading Consumer Lawyers by *Lawdragon*. *Chambers USA 2022* ranked the firm’s Litigation: Mainly Plaintiffs team among the top five in Alabama. The *Birmingham Business Journal* honored Fu with a Best of the Bar Award and Who’s Who in the Law recognitions in 2021 and 2022. She is repeatedly named as an *Alabama Super Lawyer*, among other recognitions and awards.

Fu is a founding member of Shades of Mass, an organization dedicated to encouraging the appointment of black and brown attorneys in national mass tort actions. She is a board member of Public Justice, the Southern Trial Lawyers Association, and a member of the Birmingham Bar Foundation. Fu previously served as a hearing officer for the Alabama State Bar, and held leadership roles in the American Association for Justice, the Alabama Access to Justice Commission, and was an Alabama State Bar vice president and commissioner. Fu also served as the president of the Magic City Bar Association, the legislative liaison to the Alabama Lawyers Association, and is a former member of the Birmingham Bar Association Executive Committee.

Fu is fluent in French and Haitian Creole and functional in Spanish. Her steadfast pursuit of justice is motivated in large part by her experience as a mother of two young girls.



Bobby DiCello

Partner

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EDUCATION

Cleveland-Marshall College of Law,
J.D.

Northwestern University, M.A.

University of Dayton, B.A.

Bobby DiCello's practice encompasses locally and nationally significant cases across a broad range of topics with a focus on restoring the human dignity stolen by civil rights abuses, catastrophic injuries, defective products, and corporate misconduct.

The trial of Officer Derek Chauvin for George Floyd's murder was the most anticipated civil rights trial in recent history. When ABC News Live decided to cover the trial and produce the series *The Death of George Floyd—Derek Chauvin on Trial*, they realized that they needed an authority on high-profile trials to analyze and comment on the Floyd trial. Anticipating a national and international audience, ABC called on Bobby to give his opinions on the case. Between focus group preparation for a major pharmaceutical trial and research into the psychology of modern jurors, Bobby made himself available for weeks of real-time commentary and insight into the trial process.

Bobby is a force in the trial bar. He has obtained record verdicts in cases thought unwinnable, while, at the same time, leading cutting-edge research into juror decision-making in the politically polarized jury system. Bobby has successfully tried, as a first-chair trial lawyer, catastrophic injury and death cases, civil rights cases, medical malpractice cases, mass tort bellwether cases, qui tam cases, and financial services cases, as well as major felony prosecutions, major criminal defense actions, and a variety of other cases that have branded him as one of the nation's best modern-day trial lawyers.

In 2021, Public Justice awarded Bobby its prestigious Trial Lawyer of the Year award for his work in the landmark *Black v. Hicks* police brutality and corruption case in the City of East Cleveland, Ohio. Public Justice presents this annual award to attorneys who promote the public interest by trying a precedent setting, socially significant case. Bobby tried the *Black* case to a jury that awarded Mr. Black a record \$50 million—a verdict that has since been sustained up to the United States Supreme Court. Bobby has also been recognized twice as an “agent of change” by *The National Law Journal* in its annual list of Plaintiffs' Lawyers Trailblazers, a rare honor.

Having taught trial lawyers across the country, Bobby is also known for his dedication to improving the art of trial practice. Bobby is routinely asked to assist lawyers from across the U.S. on cases. He consults on all aspects of trial preparation and motion practice, including theme building, case framing, case messaging, and the creation of visuals for courtroom presentation and exhibits. He develops his approach through DiCello Levitt's Trial Center, where he leads focus groups, mock trials, and jury decision-making research. Bobby's work sets DiCello Levitt apart as a truly rare law firm: a plaintiffs' firm with an in-house focus group and mock trial practice that creates powerful presentations and—most importantly for our clients—meaningful verdicts.



Daniel R. Ferri

Partner

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EDUCATION

University of Illinois College of Law,
J.D., *magna cum laude*

New York University, B.A., *cum laude*

Dan Ferri is a litigator whose practice focuses on fraud, breach of contract, and intellectual property theft claims. He has achieved tens of millions of dollars in recoveries on behalf of individual, small business, and public clients.

This past year, Dan helped win a jury trial in a class action that, after appeal, may provide over \$100 million to purchasers of defective GM trucks and SUVs. He also concluded a multi-year litigation on behalf of the State of New Mexico that successfully resolved claims against AbbVie for the deceptive advertising of a potentially dangerous pharmaceutical.

Dan's other recent work includes successfully representing the State of New Mexico in cases arising from Volkswagen's use of "defeat devices" to cheat emissions standards and other automakers' sales of vehicles containing dangerous Takata airbag inflators; achieving a substantial settlement for a class of consumers who purchased Toyota minivans with defective sliding doors; and successfully settling, after a bench trial, a patent infringement claim against GoDaddy.

Dan is a member of the Northern District of Illinois Trial Bar.



Daniel R. Flynn

Partner

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EDUCATION

Indiana University Maurer School of Law, J.D., *cum laude*

Illinois Wesleyan University, B.A.

Dan Flynn represents governmental entities, individual consumers, and corporate clients—all with one primary goal in mind: ensuring the protection of human health and the environment. His stewardship ensures not only that polluters be held responsible for contamination and clean-up, but that corporate entities understand their responsibilities under state and federal environmental laws. As a result of his advocacy in advising corporations on compliance, Dan's clients lead their respective industries in environmental stewardship efforts under a number of rules and regulations, including the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-to-Know Act, and the Resource Conservation and Recovery Act.

Dan assists corporate entities, governmental agencies, and the public by ensuring that companies that have contaminated the environment and violated regulations take responsibility for their actions. Through contribution and cost recovery actions, common law claims, citizen suits, enforcement actions, and proper due diligence and contract negotiation, he ensures polluters and bad actors remediate the harm they have caused.

Dan is part of the DiCello Levitt team working with several states in investigating and addressing poly- and perfluoroalkyl substance ("PFAS") contamination. DiCello Levitt's PFAS team, along with other Special Assistant Attorneys General and the Illinois Attorney General, most recently filed a lawsuit against 3M for PFAS contamination from its facility in Cordova, Illinois. Cases involving these "forever chemicals" will have wide-reaching implications for state governments and their residents.

Dan also works with communities that have been impacted by years of exposure to polluted air, water, and soil. Recently, Dan and DiCello Levitt's environmental team joined with co-counsel in representing several residents and former residents of Union, Illinois in filing suit against companies responsible for polluting the groundwater with carcinogenic chlorinated solvents. Dan also serves as interim co-lead counsel in a class action on behalf of the residents of Rockton, Illinois and surrounding communities for property damages they sustained following a catastrophic fire at a local chemical factory.

In addition to his environmental work, Dan frequently counsels clients on developing and maintaining state-of-the-art safety and health programs that ensure all employees enjoy safe and healthful workplaces. He works closely with both his clients and the Occupational Safety and Health Administration ("OSHA") to enhance employee safety and health well beyond OSHA's minimum requirements.



Karin Garvey

Partner

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EDUCATION

Northwestern University Pritzker
School of Law, J.D.

Harvard University, A.B.

Karin E. Garvey is a partner in the New York office of DiCello Levitt and a member of the Antitrust and Competition practice group. With more than two decades of litigation experience, Karin focuses on representing businesses and public pension funds in complex antitrust class actions.

Prior to joining DiCello Levitt, Karin was a partner of a firm focusing on securities and antitrust litigation. She brings significant experience to managing complex, multi-jurisdictional cases from initial case development through resolution and appeal. In addition to deposing top executives, Karin has also prepared and defended company executives for deposition, hearing, and trial. Karin has significant experience working with experts—including economists, regulatory experts, patent experts, medical experts, toxicologists, materials scientists, valuation experts, foreign law experts, and appraisers—developing reports and testimony, preparing for and defending depositions, and taking depositions of opponents' experts. In addition, Karin has engaged in all phases of trial preparation and trial and has briefed and argued appeals. Karin also has significant experience with arbitration and mediation.

For the first two decades of her career, Karin gained significant experience in antitrust, commercial litigation, and products liability litigation at a prominent defense firm representing and counseling clients from a wide array of industries including pharmaceuticals, cosmetics, building materials, film, finance, and private equity.

Karin is recommended by *Chambers & Partners USA* and *The Legal 500* for excellence in antitrust practice. She has also been recognized by *Lawdragon* as one of the "Leading Plaintiff Financial Lawyers in America."



Greg Gutzler

Partner

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EDUCATION

University of Michigan, J.D.

University of California – Berkeley,
B.A.

Greg Gutzler is an experienced trial lawyer with a track record of billions in recoveries in high-stakes cases. Before joining DiCello Levitt, Greg litigated extensively on both the plaintiff and defense side, including working at his own boutique firm, one of the nation's most prestigious plaintiffs' firms, and as a partner of an Am Law 100 defense firm. He is a trusted advocate chosen by clients when they need candid, creative, and aggressive approaches to business solutions and decisive litigation strategy. Greg believes that the law is more than a means to pursue justice—it is the foundation of a society in which people are free to create, thrive, and feel protected. Beliefs become action through creativity, technical excellence, knowledge, and discipline.

Greg is a go-to advocate for any type of complex commercial litigation, business disputes, whistleblower cases, and sexual abuse cases. Clients seek out Greg for his expertise in contract, ownership, and valuation disputes. Whistleblowers also rely on Greg's experience and creativity in prosecuting SEC, False Claims Act, FIRREA, IRS, and FCPA matters. Greg's practice areas focus on ensuring that innovation thrives and creates competitive marketplaces. One of his clients, a major biotechnology company, spent billions of dollars to create a groundbreaking technology. When a competitor improperly exploited his client's intellectual property, Greg led his client's suit against the competitor, tried the case in federal court, and won a jury verdict of \$1 billion in damages. This was the fourth-largest patent infringement jury verdict in U.S. history—and hammered home the point that competition, no matter how intense, must always remain fair and honorable.

Greg has litigated more than a dozen high-profile securities actions against international investment banks for misrepresentations they made to investors in connection with residential mortgage-backed securities, recovering more than \$4.5 billion. When important investments and resources are at stake, hedge funds, private equity funds, venture capitalists, individuals, companies, and governmental entities turn to Greg because he is a fearless advocate in complex lawsuits in federal and state court and arbitration.

Greg is also on the front lines in protecting women and men from sexual abuse, discrimination, and exploitation. He is lead counsel in a civil suit involving the world's largest-ever sex trafficking case, which spans six countries and fifty years of abuse. On December 10, 2021, Dateline NBC featured Greg in its revered news magazine program in an episode titled, *The Secrets of Nygard Cay*.

Greg's grasp of the nuances of common law—the influence of jurisdictions, who's on the bench, and more—converge in a simple insight: The system never dispenses justice based on predicable formulas, so legal professionals must fight to achieve justice. He views DiCello Levitt as the right firm to advance that fight for its clients, drawing on a shared vision of commitment, creativity, and loyalty.



Brian Hogan
Partner

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EDUCATION

Chicago-Kent Law School, J.D.

Indiana University, B.A.

In challenging monopolistic practices and cartel activity by corporations, Brian Hogan protects businesses and consumers from unjust and unfair business practices. He brings deep experience to complex litigation and antitrust litigation with a focus on major class actions. From agriculture, to transportation, to financial sectors, Brian has litigated broad scope of matters across a wide range of industries.

Brian argues and tries cases in both state and federal courts across the United States. He is hands-on at every stage of the litigation process, including briefing motions, leading discovery in complex cases, overseeing complex econometric modeling and expert work, and managing the review of millions of documents produced in discovery. Brian has been part of numerous trial teams before state and federal court juries and has worked on briefing and appellate arguments before the United States Court of Appeals for the Seventh Circuit.



Amy Keller

Partner

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EDUCATION

John Marshall Law School, J.D.
(n/k/a The University of Illinois at
Chicago School of Law)

University of Michigan, B.A.

Amy Keller has held leadership positions in a variety of complex litigations across the nation., where she has successfully litigated high-profile and costly data security and consumer privacy cases. As the firm's Privacy, Technology, and Cybersecurity practice chair, she is the youngest woman ever appointed to serve as co-lead class counsel in a nationwide class action. In the multidistrict litigation against Equifax related to its 2017 data breach, Amy represented nearly 150 million class members and helped to secure a \$1.5 billion settlement, working alongside federal and state regulators to impose important security practice changes to protect consumer data.

Amy has represented consumers against industry titans like Apple, Marriott, Electrolux, and BMW, securing victories against each. Her numerous other leadership positions have required sophistication in not only understanding complex legal theories, but also in presenting multifaceted strategies and damages modeling to ensure favorable results. For example, in leading a nationwide class action related to a data breach that exposed the confidential information of over 300 million individuals, Amy worked with her team to develop an argument recognized by the trial court that the loss of someone's personal information, alone, could trigger financial liability, and later secured a rare victory, certifying that case to proceed as a class action to trial. In another matter, Amy defended her team's victory all the way to the U.S. Supreme Court, ensuring that consumers would be able to band together as a class when a company defrauds them for small amounts individually that are worth millions of dollars in the aggregate.

Amy is an elected member of the American Law Institute and a two-time chair of the Chicago Bar Association Class Action Committee, where she gave a number of presentations on topics impacting large-scale consumer class actions, including presentations on emerging legal issues in privacy cases. Amy serves on the Steering Group of the Sedona Conference's Working Group 11, which focuses on advancing the law on issues surrounding technology, privacy, artificial intelligence, and data security, and she is also on drafting teams for both Model Data Breach Notification Principles and Statutory Remedies and the California Consumer Privacy Act. Her work in cybersecurity and privacy has been recognized many times over—in both 2021 and 2022, she was honored as one of Benchmark Litigation's Top 250 Women in Litigation, in 2020 and 2021, she was named by *The National Law Journal* as one of the Elite Women in the Plaintiffs' Bar, and the practice group which she chairs has won Practice Group of the Year in both 2020 and 2021 by *Law360* and in 2020 by *The National Law Journal*. Amy is also recognized by Illinois Super Lawyers as a "Rising Star," and was named a "trailblazer" by *The National Law Journal*. She is also rated by Chambers & Partners.

Amy proudly holds leadership positions in both the American Association for Justice and the Public Justice Foundation, organizations which both focus on access to the courts for civil litigants.



Matthew Perez
Partner

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EDUCATION

Cardozo School of Law, J.D.

Swarthmore College, B.A.

Matt represents, individuals, businesses, public pension funds, and insurers in complex antitrust class actions. His practice spans a wide range of industries but with particular focus on pharmaceuticals and financial services. He currently litigates several pay-for-delay antitrust actions on behalf of consumers and insurers alleging delayed generic entry for Opana ER, Bystolic, Sensipar, Xyrem, and Zetia. Matt previously worked for a nationally-recognized class action law firm and the New York State Office of the Attorney General Antitrust Bureau. He received the Louis J. Lefkowitz Memorial Award for his work investigating bid rigging and other illegal conduct in the municipal bond derivatives market, resulting in more than \$260 million in restitution to municipalities and nonprofit entities. He also investigated pay-for-delay matters involving multinational pharmaceutical companies.

Matt has been named a "Rising Star" by *The Legal 500*. In law school, he received the Jacob Burns Medal for Outstanding Contribution to the Law School. He was an intern for Judge Richard B. Lowe, III, in the New York Supreme Court Commercial Division.



Corban Rhodes

Partner

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EDUCATION

Fordham University School of Law,
J.D., *cum laude*

Boston College, B.A., History, *magna
cum laude*

Corban Rhodes litigates cybersecurity and data privacy matters on behalf of consumers. Working at the intersection of law and technology, Corban focuses on cases that involve the intentional misuse or misappropriation of consumer data and data breaches caused by negligence or malfeasance. He has served on the litigation teams of some of the country's most historic and groundbreaking data privacy cases. These include the historic \$650 million settlement in the *Facebook Biometric Information Privacy Litigation* matter; the largest consumer data privacy settlement ever in the U.S.; and the first case to claim biometric privacy rights of consumers under the Illinois Biometric Information Privacy Act. Corban also represented consumers in the *Yahoo! Inc. Customer Data Breach Security Litigation*, which stemmed from the largest known data breach in history. He currently represents consumers in pivotal web browser privacy cases, including *Calhoun v. Google* and the *Google RTB Consumer Privacy Litigation*.

Corban also prosecutes complex securities fraud cases on behalf of institutional investors. He successfully resolved dozens of cases against some of the largest Wall Street banks in the wake of the mortgage-backed securities financial crisis, as well as some of the largest securities class actions of the last decade.



Christopher Stombaugh
Partner

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EDUCATION

Drake University School of Law, J.D.,
with honors

The University of Wisconsin –
Platteville, B.A.

For more than 30 years, Chris Stombaugh has been devoted to his true passion: advancing the art and science of trial advocacy. Chris focuses on trial. He has successfully tried to verdict cases for people around the country injured by hospitals, aircraft manufacturers, insurance companies, agribusiness, construction companies, truck companies, and many other industries. His approach empowers people to tell their stories in a way that resonates with juries and has led to several record-setting, seven- and eight-figure jury verdicts.

Chris speaks regularly to state bar and trial lawyer associations nationwide on modern and effective trial advocacy and is a key member of DiCello Levitt's Trial Practice Team. In addition to his own successful practice, Chris teaches trial lawyers cognitive neuroscience to benefit their clients.

Chris is the past president of the Wisconsin Association for Justice ("WAJ"), having served as president of the WAJ 2014 term. He has been chosen as a Wisconsin Super Lawyer every year since 2010. He is an active member in a number of other trial lawyer associations. Chris is also fluent in Spanish.



David A. Straite, CIPP/US
Partner

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EDUCATION

Villanova University School of Law,
J.D., *magna cum laude*, Managing
Editor, Law Review and Order of the
Coif

Tulane University, Murphy Institute
of Political Economy, B.A.

David is the nation's leading voice for the recognition of property rights in personal data, a 10-year effort culminating in the Ninth Circuit's landmark April 2020 decision in *In re: Facebook Internet Tracking Litigation* and the Northern District of California's March 2021 decision in *Calhoun v. Google*, both of which he argued. David also successfully argued for the extraterritorial application of the Computer Fraud and Abuse Act in 2019 in *In re: Apple Device Performance Litigation*, and filed the first-ever data privacy class action under seal to address a dangerous website vulnerability under Court supervision in *Rodriguez v. Universal Prop. & Cas. Ins. Co.* As M.I.T. Technology Review magazine put it, David is "something of a pioneer" in the field. In September 2022, Law360 named him a Cybersecurity/Privacy "MVP." He also protects investors in securities, corporate governance, and hedge fund litigation in federal court and in the Delaware Court of Chancery, admitted to practice in both New York and Delaware.

David is a former adjunct professor at Yeshiva University's Sy Syms School of Business, teaching Business Law and Ethics every fall semester from 2015-2021. He has co-authored *Dobbs Ruling Means It's Time to Rethink Data Collection* in Law360 (2022), *Google and the Digital Privacy Perfect Storm* in E-Commerce Law Reports (UK) (2013), authored *Netherlands: Amsterdam Court of Appeal Approves Groundbreaking Global Settlements Under the Dutch Act on the Collective Settlement of Mass Claims*, in The International Lawyer's annual "International Legal Developments in Review" (2009), and was a contributing author for Maher M. Dabbah & K.P.E. Lasok, QC, *Merger Control Worldwide* (2005). He speaks frequently on topics related to both privacy and investor protection.

David co-chairs the firm's Diversity, Equity, and Inclusion Committee, which seeks to promote diversity within the firm and the legal profession generally. In 2022, David was also appointed to the LGBTQ Rights Committee of the New York City Bar Association, whose mission is to address "legal and policy issues in legal institutions and in the court system that affect lesbian, gay, bisexual, transgender and queer individuals."

Prior to joining the firm, David was a partner with Kaplan Fox & Kilsheimer LLP, and helped launch the US offices of London-based Stewarts Law LLP before that, where he was the global head of investor protection litigation. Prior to joining the plaintiffs' bar, David was an associate with the New York office of Skadden Arps Slate Meagher & Flom LLP.



John E. Tangren

Partner

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EDUCATION

University of Chicago Law School, J.D.
with honors

University of Chicago, B.A. with
honors

John Tangren has exclusively represented plaintiffs for the past decade in multistate automotive defect class actions. In addition to the hundreds of millions of dollars he's recovered for his clients, he also obtained nearly half a million dollars in sanctions for discovery misconduct in a class action involving unintended acceleration in Ford vehicles.

John's professional accomplishments are among the most impressive in the country. He has recovered hundreds of millions of dollars in product defect cases, including \$600 million for property damage caused by an herbicide, \$135 million for defective heavy truck engines, and \$45 million and \$40 million in cases involving defective SUV parts, all while setting himself apart as an expert legal writer and tactician.

John has been recognized as an Illinois Super Lawyer, in the National Trial Lawyers Top 40 Under 40, and as an Emerging Lawyer by the Law Bulletin Publishing Company.

He frequently lectures on class action litigation and has presented "CAFA: 12 Years Later" to the Chicago Bar Association Class Action Committee and Strafford CLE "Class Action Litigation: Avoiding Legal Ethics Violations and Malpractice Liability."



Robin A. van der Meulen

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EDUCATION

Brooklyn Law School, J.D.

Columbia College, Columbia University, A.B.

Robin A. van der Meulen is a partner in DiCello Levitt's New York office, where she represents clients in complex antitrust litigation. Prior to joining DiCello Levitt, Robin was a partner in a nationally-recognized antitrust practice group, where she gained more than a decade of experience litigating a wide variety of antitrust matters, including price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices.

Robin was appointed co-lead class counsel for end-payor plaintiffs in the *Bystolic Antitrust Litigation*, a pay-for-delay case pending in the Southern District of New York. She is also leading *Novartis and Par Antitrust Litigation*, another pay-for-delay case seeking to recover millions of dollars in overcharges relating to the hypertension drug Exforge on behalf of end-payor plaintiffs. Robin also represents end-payor plaintiffs in the *Generic Pharmaceuticals Pricing Antitrust Litigation*, a massive case against some of the biggest drug companies in the world alleging price-fixing and anticompetitive conspiracies.

Robin was previously an associate at Willkie Farr & Gallagher LLP, where she practiced antitrust and commercial litigation. She also served as a judicial intern in the United States Bankruptcy Court for the Eastern District of New York for Judge Elizabeth S. Stong.

Euromoney's Women in Business Law Awards selected Robin as a finalist for Antitrust and Competition Lawyer of the Year. *The Legal 500* recommends Robin for excellence in the field of Antitrust Civil Litigation and Class Actions, describing her as "persistent, persuasive, and well-respected by peers and opponents alike" and naming her a "Next Generation Partner." She has been recognized as "Up and Coming" by *Chambers & Partners USA* and as a "Future Star" by *Benchmark Litigation*. She has also been selected to *Benchmark's* "40 & Under Hot List" as one of "the best and brightest law firm partners" and someone who is "ready to take the reins." Additionally, Robin was recognized by *The Best Lawyers in America®* in the Antitrust Law category.

Robin is an active member of the antitrust bar. She is the secretary and a member of the Executive Committee of the Antitrust Law Section of the New York State Bar Association ("NYSBA"), and a member of NYSBA House of Delegates. Robin is also a Vice Chair of the Insurance and Financial Services Committee of the Antitrust Section of the American Bar Association ("ABA"). Robin was previously a Vice Chair of the Antitrust Section's Health Care & Pharmaceutical Committee of the ABA and the Executive Editor of that Committee's Antitrust Health Care Chronicle. From 2012 to 2021, Robin was an editor of the Health Care Antitrust Week-In-Review, a weekly publication that summarizes antitrust news in the health care industry.



Bernadette Armand
Senior Counsel

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EDUCATION

New York University School of Law,
J.D.

Stanford University, B.A.

Years of representing clients accused of some of the most serious crimes in Washington, D.C. gave DiCello Levitt Senior Counsel Bernadette Armand deep experience and insight into the tenuousness of civil and human rights in the U.S. She challenges government officials at all levels, from police officers to politicians, to honor the U.S. Constitution's guarantee of certain inalienable rights for all—especially those harmed when leaders trample on those rights.

Bernadette joined DiCello Levitt after serving as supervising trial attorney for the Public Defender Service for the District of Columbia, where she was the lead trial attorney on homicide and other serious felony matters. She called her job of standing with her accused clients in the fight for freedom and their lives “the hardest job I’ve ever loved.” She is currently a member of the firm’s civil and human rights and mass torts groups, as well as DiCello Levitt’s Trial Advocacy Center.

Before joining the Public Defender Service in 2014, Bernadette worked as an attorney at law firms where she focused her practice on representing plaintiffs in federal civil rights, employment discrimination, and personal injury matters.

Her blend of leadership and trial experiences is valuable to clients, colleagues, and aspiring attorneys, so Bernadette shares her knowledge through trainings and teaching. Bernadette previously served as an adjunct clinical professor at the University of Miami School of Law and as an adjunct professor at Barry University.



Chuck Dender

Senior Counsel

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EDUCATION

Cornell Law School, J.D.

NYU Stern School of Business, MBA

Temple University, B.A.

Chuck Dender is an experienced litigator who has practiced at two of the country's largest law firms. With a demonstrable record of excellence and a track record of success for his clients, the foundation of Chuck's broad litigation experience was formed while defending some of the most significant commercial litigation matters in the U.S. over the last two-plus decades. While Chuck began his litigation career on the defense side of the table, he is a plaintiffs' attorney at heart. He now represents plaintiffs exclusively. With a background that includes membership in the International Brotherhood of Teamsters, Chuck has personally experienced what it's like to be a plaintiff in need of outstanding legal representation.

Chuck's legal expertise is enhanced by his MBA, with a specialization in finance and quantitative finance from the New York University Stern School of Business. This additional accreditation and education gives Chuck a unique advantage when it comes to identifying issues related to financial crimes and damages issues, including working with economists and other expert witnesses. As proof of this point, Chuck played a key role in presenting the damages model of one of the largest financial institutions in the world after the collapse of Lehman Brothers Holding, Inc.

Chuck represents aggrieved investors (both individuals and entities) in all aspects of complex litigation against players in the financial services industry, as well as other public and private companies. He also represents whistleblowers who cooperate with government agencies in their efforts to shine the light on corporate malfeasance.

In whistleblower matters, Chuck has a keen understanding of both the types of information that government agencies are looking for and the best methods for presenting that information to the agencies so they can act and wield justice from corporate wrongdoers. Chuck has authored compelling whistleblower submissions on behalf of both corporate insiders and interested outsiders. He has the good fortune of learning this complicated dance under the tutelage of the principal architect of the Security and Exchange Commission's Whistleblower Program. Chuck has also presented whistleblowers and supporting witnesses in front of the highest-ranking members of the SEC's Whistleblower Program during multiple-day interviews.

Chuck is experienced in a wide range of legal disciplines, with a specific focus representing clients in litigation involving the financial services industry or any matter where the calculation and presentation of damages is anything but a run-of-the-mill issue.



Nada Djordjevic
Senior Counsel

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EDUCATION

University of Illinois College of Law,
J.D., *summa cum laude*, Order of the
Coif

Grinnell College, B.A.

Nada Djordjevic brings justice for those who are harmed by consumer fraud, unfair business practices, data privacy breaches, deceptive insurance sales practices, and other egregious acts. With more than two decades of experience representing plaintiffs in class actions and complex commercial litigations, Nada zealously protects the interests of aggrieved clients throughout the United States.

From individuals or groups of consumers to businesses of all sizes, including national and multinational corporations, Nada's clients benefit from her skilled and varied litigation practice. In addition to consumer protection and class actions, she represents clients in issues related to securities fraud, ERISA violations, deceptive insurance sales practices, and *qui tam* cases under the False Claims Act.

Nada's litigation successes include a \$25 million settlement on behalf of 800,000 people in a class action lawsuit. The action involved claims of violations of state consumer protection and deceptive practices laws against a major athletics event organizer. She also represented a multi-state plaintiff class in a data breach case that resulted in one of the largest breach-related settlements in healthcare. Nada was also part of the litigation team that negotiated settlements worth more than \$275 million for universal life insurance policy holders in two nationwide class actions alleging improper monthly policy charges.



Robert J. DiCello

Of Counsel

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EDUCATION

Cleveland-Marshall College of Law, J.D.

John Carroll University, B.A., *magna cum laude*

A co-founder of one of DiCello Levitt's predecessor firms, Robert J. DiCello has amassed more than 45 years of professional experience and an extensive list of seven- and eight-figure recoveries for victims of injustice. He has deep experience in a wide range of class actions, personal injury cases, complex mass torts, and probate matters. Over his long and successful career, he has won multiple appeals before the Ohio Supreme Court.

Robert put himself through Cleveland-Marshall College of Law while working as a safety director at U.S. Steel Corp. While in law school, he was selected to join the *Cleveland-Marshall Law Review*. He began his legal career as an assistant prosecutor in the Lake County Prosecutor's Office and later become President of the Lake County Bar Association. He formed his own firm in 1978, managing it with great success over nearly 40 years until its members founded DiCello Levitt.



Mark S. Hamill
Senior Counsel

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EDUCATION

Northwestern University Pritzker
School of Law, J.D., *cum laude*

Washington & Jefferson College, B.A.

Mark Hamill concentrates his practice on commercial, antitrust, securities, and consumer cases, often taking a lead role with expert witnesses on finance, accounting, and economic topics. He also serves as eDiscovery counsel in many of his cases, leveraging his depth of experience in this area as an attorney and as an eDiscovery project manager having served Fortune 500 and major accounting firm clients in large-scale, high-intensity projects.

Mark represents companies, investors, and consumers in a variety of industries as they grapple with the financial and business impacts of unfair trade practices, business torts, oppression, securities fraud, and consumer fraud. He has worked with highly-regarded business valuation experts and economists to develop and present compelling business and damages models in emerging industries.

Mark brings an interdisciplinary perspective to his cases, based on his experience as a CPA and consultant, which allows him to develop a “no surprises” record for trial. Mark is also a U.S. Army veteran, where he served on a multinational peacekeeping force in Sinai, Egypt.



Laura Reasons

Senior Counsel

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EDUCATION

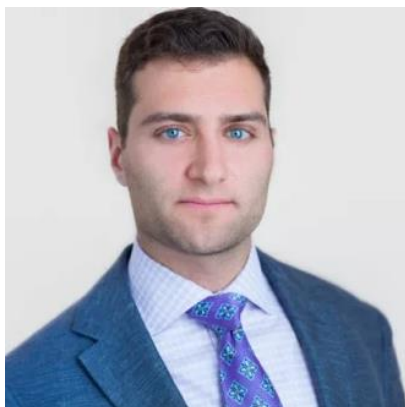
Chicago-Kent College of Law, J.D.,
Highest Honors

Washington University, St. Louis,
MO, B.A.

Laura Reasons leads the firm's labor and employment law practice group where she focuses on wage and hour class and collective actions across the country. She also serves as DiCello Levitt's Associate General Counsel for Employment Matters. Over the past decade, Laura has litigated the spectrum of employment law claims, including in class, collective, and systemic litigation. She previously counseled clients—from small businesses through Fortune 100 companies—on wage and hour compliance, discrimination claim avoidance, and day-to-day employment issues.

Laura's passion for representing individuals has also translated into a strong *pro bono* resume. Her *pro bono* clients include an incarcerated individual, asylum seekers, transgender individuals seeking to change their legal names and gender markers, and Deferred Action for Childhood Arrivals ("DACA") applicants. Laura was a Public Interest Law Initiative Fellow at the Domestic Violence Legal Clinic in Cook County, Illinois, working for more than ten years to represent clients seeking protective orders.

Prior to joining DiCello Levitt, Laura was part of the labor and employment practice group of an international, management-side law firm, where she defended some of the largest companies in the United States in employment law cases, including in high-stakes class and collective litigation. She brings that experience, combined with her passion for service and representing individuals, to the firm. While in law school, Laura served as a judicial extern to the Honorable George W. Lindberg of the United States District Court for the Northern District of Illinois.



Justin S. Abbarno

Associate

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EDUCATION

The Ohio State University Moritz
College of Law, J.D.

The University of Dayton, B.A.,
summa cum laude

Justin Abbarno is an aggressive, creative, results-oriented trial lawyer whose practice focuses primarily on medical negligence, personal injury, and sexual assault cases. He is steadfast in his devotion to seeking justice and works to hold individuals and businesses accountable for the harms that his clients have suffered.

During law school, Justin was a key member of The Ohio State University's award-winning Moritz College of Law's Mock Trial Team. He also received the Michael F. Colley Award, as a top mock trial performer in the 2020 graduating class and was named "Best Attorney" during the 2019 Ohio Attorney General's Mock Trial Competition. Prior to law school, Justin graduated from the University of Dayton ("UD"), *summa cum laude*, where he was elected to serve the undergraduate student body as a Representative for the UD Student Government Association. Justin was also a member of UD's NCAA Division 1 FCS Football program and was named to the Pioneer Football League's All-Academic Team.



Veronica Bosco

Associate

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EDUCATION

Fordham University School of Law,
J.D.

Fordham University, B.A.

Veronica Bosco is an associate in DiCello Levitt's New York office. She is a member of the firm's Antitrust and Competition practice group and focuses on litigating complex antitrust class actions on behalf of institutional investors, businesses, and consumers.

Prior to joining DiCello Levitt, Veronica was an associate in a nationally-recognized competition and antitrust litigation group, where she represented a wide variety of plaintiffs in various federal jurisdictions, including both indirect and direct purchasers, public benefit funds, and individuals. She represented institutional investors in an international antitrust litigation filed against financial institutions for collusion and price-fixing, direct purchasers in national antitrust class actions filed against large corporations, and employees in national no-poach actions.

Veronica has also previously represented businesses in opt-out litigation proceedings alleging restraint of trade in violation of antitrust laws, institutional investors in federal securities law matters, and consumers in product liability matters. She also served as a Judicial Law Clerk for Judge Claire C. Cecchi in the U.S. District Court for the District of New Jersey, where she drafted judicial opinions in several types of cases, including antitrust and ERISA cases.



Jonathan Crevier
Associate

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EDUCATION

Benjamin N. Cardozo School of Law,
J.D., *cum laude*

New York University, B.A., *magna cum laude*

Jonathan Crevier is an associate in DiCello Levitt's New York office. Jonathan prosecutes complex antitrust class actions on behalf of institutional investors, businesses, and consumers. He actively litigates cases against a number of the world's largest companies in antitrust matters involving alleged price-fixing, benchmark and commodities manipulation, pay-for-delay, and other anticompetitive practices.

Prior to joining the firm, Jonathan was an associate in a nationally-recognized competition and antitrust litigation group, where he represented plaintiffs in complex antitrust matters. He also previously served as a Judicial Intern for the Honorable Henry Pitman, U.S.M.J., in the District Court for the Southern District of New York.



Sharon Cruz, CIPP/US
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EDUCATION

Indiana University Robert H.
McKinney School of Law, J.D.

Indiana University-Purdue
University at Indianapolis, B.A.

Sharon Cruz is a seasoned criminal prosecutor and investigator specializing in privacy compliance, data management, and cybercrimes. She has issued and enforced hundreds of subpoenas to Facebook, Google, and other major corporations in her cybercriminal investigations. Her expertise in prosecuting Internet crimes is buttressed by years of experience in the tech field, helping her educate stakeholders, law enforcement officers, and healthcare providers on cyber safety, blockchain technology, and the dark web.

In her previous position as Assistant Attorney General for the State of Illinois's High Tech Crimes Bureau, Sharon played a pivotal role in task forces aimed at combatting human trafficking. She has prosecuted numerous child sexual exploitation cases and argued precedent-setting points of tech privacy law as it intersects with criminal activity. As a Cook County Assistant State's Attorney, she tried hundreds of assault, sexual assault, theft, and DUI trials to verdict as first chair.

Sharon's portfolio of expertise also includes prosecuting environmental crimes. As Lead Counsel for Illinois in two state environmental investigations, she secured substantial fines for the State and Illinois citizens.

Sharon has delivered multiple presentations on cybersecurity and technology, including CCPA and Why You Care About It (2017 & 2018) and Legal Issues in Internet Crimes Against Children: ICAC Investigative Techniques (2017-2019). Sharon is also a member of the National Filipino American Lawyers' Association and National Asian Pacific American Bar Association.



Éviealle Dawkins

Associate

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EDUCATION

Howard University School of Law,
J.D.

University of Maryland, College Park,
B.A.,

Éviealle Dawkins has developed deep personal perspectives on justice and responsibility that are foundational to her legal practice. As a DiCello Levitt associate, Éviealle applies her insight to litigation work on behalf of plaintiffs injured by civil or human rights abuses, environmental hazards, and other acts of corporate malfeasance. Prior to joining DiCello Levitt, Éviealle honed her litigation research skills on claims ranging from consumer protection and toxic tort to data and privacy.

While attending Howard University School of Law, Éviealle held an externship with the ADR Consortium Clinic at the Equal Employment Opportunity Commission (EEOC), where she participated in mediations to resolve employment discrimination claims and assisted parties through the mediation and settlement process. She also served as a summer law clerk for the Maryland Office of the Attorney General's Thurgood Marshall Clerkship Program in the Civil Rights and Legislative Affairs Divisions. As a student attorney in her law school's Fair Housing Clinic, she represented low-income families in D.C. Landlord Tenant Court. A merit scholarship recipient, Éviealle was also a member of the Charles Hamilton Houston National Moot Court Team and served on the Executive Boards of the Student Bar Association and her professional membership organizations.

Between earning her bachelor's degree in English language and literature at the University of Maryland and enrolling in law school, Éviealle worked on electoral and issue-based campaigns as the Operations Director for a D.C.-based political consulting firm. Éviealle served as a White House intern in Spring 2013. She also served as a Congressional Intern for U.S. Congressman Edolphus "Ed" Towns while completing her undergraduate studies



Joseph Frate
Associate

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EDUCATION

Case Western Reserve University
School of Law, J.D.

Ohio University, B.A., *cum laude*

Joe Frate's compassion, diligence, and effective communication result in successful case outcomes for his clients.

Joe received his J.D. from Case Western Reserve University School of Law. During his time at Case Western, he was a member of the Milton Kramer Health and Human Trafficking Law Clinic, where he represented and assisted disenfranchised citizens in receiving Social Security benefits and criminal record expungements. Joe was also named to the Dean's list during his time at Case Western.

Prior to law school, Joe graduated from Ohio University, *cum laude*, where he was elected to serve as Commissioner for off-campus students for the University's Student Senate.



John Frawley

Associate

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EDUCATION

Yale Law School, J.D.

Michigan State University, B.A., *with honors*

John Frawley advocates for victims of financial fraud, cybersecurity infringements, and product-based injuries. He also has substantial experience in civil and human rights litigation. Before joining DiCello Levitt, John spent a year clerking for Chief Judge Waverly D. Crenshaw, Jr. of the U.S. District Court for the Middle District of Tennessee. Prior to that, he worked as an associate for a large defense-oriented firm. There, he gained valuable experience in complex commercial litigation concerning securities matters, breach of contract allegations, and trademark disputes.

John also maintains an active *pro bono* practice. He has helped obtain asylum for a woman fleeing a foreign cartel, clemency for a long-serving prisoner sentenced under a three-strikes law, injunctive relief for a survivor of domestic violence, and freedom from prosecution for a young man police targeted for an unconstitutional stop-and-search.

John's commitment to public interest work preceded his career as an attorney. During law school, he dedicated extensive time to multiple legal clinics aiding underprivileged clients. Before law school, he spent three years working with Teach for America, spending his first two years with them as an elementary school teacher in Detroit. In his final year, he supervised a group of new teachers in Teach for America's Mississippi Delta Region.

John received his law degree from Yale Law School, where he was a finalist for best opening round brief and overall semifinalist in the Morris Tyler Moot Court of Appeals Competition



Allison Griffith
Associate

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EDUCATION

The University of Alabama School of Law, J.D.

The University of Alabama, B.A.

Allison represents individuals and public entities who have suffered significant financial or personal harm due to wrongful conduct. Before joining DiCello Levitt, Allison worked for a regional defense firm, representing individuals and businesses in diverse civil litigation matters, including premises liability, construction, transportation, products liability, and insurance coverage. In her previous role, she gained experience and proficiency at eliciting favorable testimony from friendly and adverse parties.

Allison obtained her law degree from the University of Alabama School of Law and holds a Bachelor of Arts in Political Science from The University of Alabama. While attending the University of Alabama School of Law, she served as a Senior Editor of *The Journal of the Legal Profession* and was a valued member of the John A. Campbell Moot Court Board. She also took part in the Public Interest Student Board, preparing tax returns for low-income families through the AmeriCorps SaveFirst program and mentoring children through Raise the Bar. For her efforts throughout law school, she received the Order of the Samaritan Award, the Dean's Community Service Award, and the Student Pro Bono Award.

Allison was also a member of the University of Alabama School of Law's Mediation Clinic. In that role, she served as the lead mediator on an array of family court matters, including divorce, child support, visitation, alimony, and property distribution. She is now a registered mediator with the Alabama Center for Dispute Resolution. Allison also serves on the Birmingham Bar Association Young Lawyers Executive Committee.



Cassandra Hadwen
Associate

EMAIL

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EDUCATION

Chicago-Kent College of Law, Illinois
Institute of Technology, J.D.

University of Illinois at Chicago, B.A.

Cassandra represents governmental entities, individual consumers, and corporate clients with a focus on protecting human health and the environment. She is a lifelong environmentalist with a passion for ensuring the protection of natural resources and access to a safe environment for all. Cassandra has experience with numerous environmental statutes and regulations, including the Clean Water Act; the Clean Air Act; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”); the Endangered Species Act; and the Resource Conservation and Recovery Act.

As a law student, Cassandra was an Executive Board member of Chicago-Kent’s Student Humanitarian Network and The Women in Law Society, received the Alvin H. Baum Family Fund Environmental and Energy Law Fellow Scholarship, and was Managing Editor of the *Chicago-Kent Journal of Environmental and Energy Law*. Cassandra also participated in the environmental and energy law clinic, where she assisted on cases concerning urban environmental issues, including coal-fired power plant retirement and remediation and coal ash contamination in Chicago. Cassandra additionally received CALI Awards for achieving the highest grade in Environmental Law and Policy I, Environmental Law and Policy II, and Legal Writing for Environmental Law.

Prior to joining DiCello Levitt, Cassandra completed a fellowship representing Chicago-area environmental justice nonprofit organizations in complex equity, sustainability, and environmental and energy regulatory matters, including coal ash, PFAS, and the Climate and Equitable Jobs Act. Her focus at DiCello Levitt remains the same: ensuring that people of all backgrounds are afforded appropriate environmental protections and access to a safe and healthful environment.



Eli Hare
Associate

EMAIL

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EDUCATION

Tulane University School of Law

University of Alabama, University
Honors College, *cum laude*

Eli Hare is a trial lawyer with experience litigating complex commercial, environmental, and white-collar criminal cases, Jones Act admiralty claims, and financial services matters in state and federal courts across the southeast. Eli represents individuals, businesses, and municipalities and has represented public entities in complex litigation involving multi-billion dollar contractual disputes.

Prior to joining DiCello Levitt, Eli worked with a prominent national plaintiff's firm where he represented individuals injured by wrongful conduct, environmental contamination, and civil right abuses. He also previously worked at a large regional defense firm where he represented businesses, municipalities, and nonprofit organizations through all stages of litigation. Prior to commencing his legal practice, Eli served as a judicial extern to a federal judge in the Northern District of Alabama.



Justin J. Hawal
Associate

EMAIL

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EDUCATION

Cleveland Marshall College of Law, J.D.,
cum laude

Saint Louis University, B.A., *cum laude*

Justin Hawal's work spans a broad range of practice areas, with special expertise in complex catastrophic injury, civil rights abuse, mass tort, and class action litigations.

Justin's practice also encompasses police misconduct, human trafficking, and sex abuse. He currently represents dozens of women in the largest international sex trafficking lawsuit in U.S. history against Peter Nygard and his companies. Justin was integral to the consumer plaintiffs' success in the Equifax data breach multidistrict litigation, the largest consumer data breach settlement in U.S. history.

Justin was recently one of only 40 attorneys nationwide to be named a 2021 *National Law Journal* "Elite Trial Lawyers: Rising Star." Justin was also awarded *Public Justice's* 2021 "Trial Lawyer of the Year" for his work on the trial team in *Black v. Hicks*, a groundbreaking civil rights case involving shocking police misconduct and resulting in a \$50 million jury award. During law school, Justin was selected as a member of the Cleveland State Law Review and published a scholarly article regarding independent tort actions for spoliation of evidence under Ohio law. He was also an active member of the civil litigation clinic, through which he represented an asylum-seeking immigrant from Honduras fleeing gang violence.



Joshua J. Lax
Associate

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EDUCATION

Benjamin N. Cardozo School of Law,
J.D.

Syracuse University, B.A., *phi beta
kappa*

Growing up, Joshua Lax had a strong sense of fairness and justice that he carried into his legal career. From a young age, he heard stories about his family's experience with persecution. Learning that terrible history fueled his commitment to fighting abuse by those who take advantage of fellow human beings.

Prior to joining DiCello Levitt, Joshua served as a senior counsel and trial specialist to the Special Federal Litigation Division of the New York City Law Department. The *New York Times* described the Division as an elite group of attorneys defending the City of New York and its employees. Joshua handled some of the most high-profile federal civil rights cases involving the City, including highly publicized trials where his words of advocacy before juries were quoted in the media. His cases stemmed from fatal shootings, wrongful death claims, reversed convictions, mental illness treatment, First Amendment claims, unlawful wiretapping, and proposed class actions. Department leaders called on Joshua to serve as an instructor for trial advocacy, deposition and mediation trainings, and continuing legal education programs because of his extensive experience.

Joshua began his career as a criminal defense attorney at a prominent firm in northern New Jersey.

In total, Joshua has completed 31 civil trials, in addition to five criminal trials in private practice. These experiences taught Joshua what it takes to develop cases that achieve the results clients seek. He has prepared hundreds of clients for testimony and holds rare and unique insights that help clients through the litigation process.

Joshua is an adjunct professor at Fordham Law School, where he teaches Fundamental Lawyering Skills, a course educating the next generation of America's lawyers in interviewing and counseling clients and negotiation. He is a member of the Federal Bar Council Inn of Court, where he helps present continuing legal education programs. He is also a member of the Federal Bar Counsel Civil Rights Committee.

While earning his law degree at the Benjamin N. Cardozo School of Law, Joshua was a member of the *Cardozo Journal of International and Comparative Law*, the recipient of the Squadron Fellowship in Law, Media, and Society and a member of the Prosecutor Practicum.



Michelle Locascio

Associate

EMAIL

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EDUCATION

Chicago-Kent College of Law, J.D.

University of Wisconsin-Madison, B.A.

Michelle diligently works to protect consumers and individuals wronged by the malfeasance of big businesses and corporations. With her background in psychology, she is uniquely equipped to understand the needs of her clients because of her ability to actively listen, effectively communicate, and design creative legal strategies in the pursuit of justice.

Prior to joining DiCello Levitt, Michelle served as a Judicial Extern in the Circuit Court of Cook County, where she worked on a wide array of commercial matters. During law school, Michelle served as Executive Articles Editor for the *Chicago-Kent Law Review* and as a Legal Writing Teaching Assistant for first-year students. Michelle was also a member of Chicago-Kent's top-ranked Moot Court Honor Society, where she finished as a finalist in the 2020 National Health Law Moot Court Competition. Michelle additionally received a CALI Award for achieving the highest grade in Constitutional Torts and was named to the Dean's List during her time at Chicago-Kent.

Prior to law school, Michelle graduated from the University of Wisconsin-Madison with a degree in Psychology and a minor in Criminal Justice.



Adam Prom

Associate

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aprom@dicellolevitt.com

EDUCATION

The University of Texas School of Law,
J.D.

Marquette University, B.A., *magna
cum laude*

Adam Prom is an experienced litigator who represents clients in federal and state litigations and arbitrations across the United States. He has litigated a wide variety of class action and other complex litigation cases, including product liability, consumer protection, privacy, False Claims Act *qui tam*, Employee Retirement Income Security Act, securities, and other statutory claims.

He has represented individuals, small and large businesses, and public entities that have been harmed by others' unscrupulous business practices, routinely taking cases from inception through trial and settlement. Beyond his class action work and trial experience, Adam has successfully recovered settlements for individual consumers in arbitration, and he led and won a multi-day arbitration on behalf of a Chicago business against a multi-billion dollar group of trusts.

Adam has demonstrated a commitment to serving underrepresented communities, having volunteered with the Chicago Bar Association's Judicial Evaluation Committee and also as a mentor for high school students at the Legal Prep Charter Academy, an open-enrollment public high school in Chicago. Adam has also worked with Justice Defenders, a registered UK charity and U.S. nonprofit, working to provide legal education, training, and practice to African prisoners denied due process.



Willie Scott

Associate

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EDUCATION

Samford University, Cumberland School of Law, J.D.

Troy University, Sorrell College of Business, M.S.H.R.M.

The University of Alabama, B.A.

Willie E. Scott Jr. is determined to seek justice and hold accountable businesses and individuals who harm his clients. A rational and process-oriented trial lawyer, Willie's practice focuses on civil and human rights, personal injury, and product defect cases.

Willie worked as a law clerk at DiCello Levitt while in law school and stayed on with the firm to become an associate after earning his law license. Willie also held other notable clerkships while studying law, all of which gave him a broad scope of litigation experience. For a family law and trademarks firm, he drafted complaints and motions, conducted legal research, and assisted attorneys with trademark applications. Willie's clerkships exposed him to multidistrict litigation matters, including some of the largest in the U.S. involving talcum powder and JUUL claims.

During law school, Willie served as a Justice of the Samford University, Cumberland School of Law Honor Court. He also served as vice president of the American Constitution Society, Cumberland Chapter, and mentored a host of students through Cumberland School of Law's Black Law Student Association. As an undergraduate at University of Alabama, Willie assisted the Women's Resource Center as the assistant coordinator of the Young Men's Leadership Program. He was also the keynote speaker at the University of Alabama College of Arts and Sciences New College Lifetrack award ceremony, a program that assists non-traditional students enrolled at the university.



William J. Sinor

Associate

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EDUCATION

Florida State University College of Law, J.D.

Auburn University, B.A.

William J. Sinor represents individuals who have been hurt or wronged by the misconduct of others and has a strong dedication to achieving justice for his clients. Prior to joining DiCello Levitt, Wil worked for a plaintiff's firm in the Birmingham area where he gained substantial litigation and trial experience representing clients in personal injury matters. He also has experience in matters involving insurance bad faith, breach of contract, wrongful death, and wrongful termination.

As a plaintiff's attorney for the majority of his career, Wil is committed to working closely with clients through every step of the litigation process, from intake to trial. Wil provides legal representation that is tailored to each client's unique situation.

While attending Florida State University College of Law, Wil served as a student attorney in the Public Interest Law Center, representing indigent clients in an array of matters. He was also a recipient of the school's Distinguished Pro Bono Award and served as a Student Ambassador for the College of Law.

Wil was born in Alabama, but raised in Costa Rica and the suburbs of Atlanta and Chicago. In his free time, Wil enjoys spending time with his wife and two daughters, exercising, and traveling.



Anna Claire Skinner
Associate

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EDUCATION

Vanderbilt University Law School, J.D.,
Order of the Coif

Washington and Lee University,
B.A., *cum laude*

Anna Claire represents governmental entities, individual consumers, and corporate clients with the primary purpose of the protection of human health and the environment. She has litigated cases in both administrative tribunals and state and federal court from inception through settlement and trial. She has experience with numerous environmental statutes and regulations, including the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-to-Know Act, and the Resource Conservation and Recovery Act.

Anna Claire is part of the DiCello Levitt team working with several states in investigating and addressing poly- and perfluoroalkyl substance (“PFAS”) contamination. DiCello Levitt’s PFAS team, along with other Special Assistant Attorneys General and the Illinois Attorney General, most recently filed a lawsuit against 3M for PFAS contamination from its facility in Cordova, Illinois. Cases involving these “forever chemicals” will have wide-reaching implications for state governments and their residents.

Anna Claire also works with communities that have been impacted by years of exposure to polluted air, water, and soil. Recently, Anna Claire and DiCello Levitt’s environmental team joined with co-counsel in representing several residents and former residents of Union, Illinois in filing suit against companies responsible for polluting the groundwater with carcinogenic chlorinated solvents. Anna Claire is also part of the team leading a class action on behalf of the residents of Rockton, Illinois and surrounding communities for property damages they sustained following a catastrophic fire at a local chemical factory.

In addition to her environmental work, Anna Claire also helps clients develop and maintain safety and health programs that meet all of the Occupational Safety and Health Administration’s regulatory requirements and ensure all employees enjoy safe and healthful workplaces. She regularly counsels clients when compliance and litigation questions arise under the Occupational Safety and Health Act.

Outside of the office, Anna Claire continues her work on environmental-related issues by serving as co-chair of the Kentucky Bar Association’s Environment, Energy, and Natural Resources section. She also focuses on giving back to her community through her participation on the executive committee of the Living Arts and Science Center Board of Directors.



Peter Soldato

Associate

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EDUCATION

University of Chicago Law School, J.D.

Butler University, B.A.

A steadfast trial lawyer, Peter has extensive experience advocating for clients in high-stakes courtroom settings. He began his career in the public sector, prosecuting cases on behalf of the government, and then representing individuals against the government. He leverages this experience—having tried more than 35 cases to a jury—in order to protect the interests of individuals, businesses, and public entities in a wide range of disputes.

Peter prides himself on applying the most advanced methods of trial advocacy in arguing a client's case to judge or jury. As a graduate of the Trial Lawyer's College, Peter employs focus group analysis and an in-depth understanding of cognitive neuroscience in advocating effectively on behalf of clients.

Outside of the office, Peter dedicates his time teaching the art of trial advocacy and communication to future generations of trial lawyers, working previously with the Indiana Bar Foundation, and now the Ohio Center for Law-Related Education.



Matthew Stombaugh
Associate

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EDUCATION

University of Memphis, Cecil C.
Humphreys School of Law, J.D.

Bryan College, B.A.

For Matt Stombaugh, the first step in advocating for a client is listening to them. This client focused approach allows him to better understand and convey his clients' stories to decisionmakers in a way that empowers and emboldens them to act on his clients' behalf.

Matt has spent the entirety of his legal career fighting for justice in all dimensions for injured people and their families. He has helped resolve hundreds of cases for clients injured as result of others' negligence and has experience litigating complex trucking and medical malpractice cases including those involving catastrophic injury and wrongful death.

Matt is a proud member of the [Academy of Truck Accident Attorneys](#) ("ATAA") and a graduate of the ATAA's trucking litigation course taught by Lew Grill and Joe Fried – two of the nation's premier trucking experts. In addition to the ATAA, Matt is also a member of the [Trial School](#) – a non-for-profit advocacy group focused on providing free trial advocacy training for lawyers who represent people and groups fighting for social justice.



James Ulwick

Associate

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julwick@dicellolevitt.com

EDUCATION

Loyola University Chicago, J.D., *cum laude*

Kenyon College, B.A.

James Ulwick is an associate in DiCello Levitt's Chicago office with experience litigating complex commercial cases and actions involving serious injuries. He represents individuals, businesses, and public entities in a wide range of disputes, protecting their interests in state and federal courts across the country.

Prior to joining the firm, James was an insurance defense attorney, representing individuals, corporations, and local municipalities through all stages of litigation.

He has successfully argued for the dismissal of several suits, including their subsequent appeals in multiple state courts of appeal, and has successfully obtained favorable resolutions for his clients through dispositive motions, mediation, and settlement. While this experience was valuable, James joined the firm because he wanted to pivot his focus from defending insurance companies to protecting consumers and those injured by corporate malfeasance.

Outside of the office, James has focused on assisting in the development of the next generation of trial and appellate litigators by coaching the Loyola University Chicago National Health Law Moot Court Team.



Elizabeth Paige White
Associate

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EDUCATION

University of Florida, Levin College of Law, J.D.

Temple University, B.A.

Paige White's practice currently focuses on civil rights, police brutality, and wrongful death cases. Paige began her career in public service, working as a public defender at the Neighborhood Defender Services of Harlem in New York City where she handled hundreds of charges from felony narcotics to violent crimes. She later joined the Public Defender Service for the District of Columbia, defending adults and juveniles on serious felony cases, including violent sexual assault and homicide. While working for the Public Defender, she successfully argued a series of writs of habeas corpus over the conditions at the D.C. Central Detention Facility, which subsequently lead to a number of individuals being immediately released.

Paige is the current President of the Young Lawyer's Division of the Bar Association for D.C. and is a proud member of Alpha Kappa Alpha Sorority Incorporated, Trial Lawyers for the District of Columbia, and the National Bar Association. She earned her J.D. from the University of Florida's Frederic C. Levin College of Law, where she was the only woman that year to be included in the UF Trial team's "Final Four." During law school, she interned for Congresswoman Frederica Wilson, for whom she created a national campaign to support the kidnapped Nigerian schoolgirls. Paige holds a Bachelor's degree from Temple University in political science and sociology with a Spanish minor.

Paige is also honored to serve as Of Counsel to attorney Ben Crump and his law firm Ben Crump Law PLLC.



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	REQUEST FOR PROPOSAL SOLICITATION NUMBER: BPM004964 PROJECT#: AG23-0009	State of Arizona Office of the Attorney General 2005 N Central Ave Phoenix, AZ 85004
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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.

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

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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

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- 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.

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

1.9. Basis of Compensation

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

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

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

1.10. Challenge to Contingency Fee Arrangements

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

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

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

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

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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.

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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->

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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.

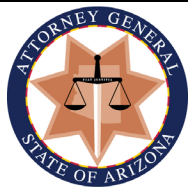
2.10. Outside Counsel Responsibilities

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.



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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.

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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

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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

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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

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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



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- 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

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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



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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



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3. SPECIAL INSTRUCTIONS TO OFFERORS

3.1. Solicitation Inquiries

3.1.1. Issuing Office Solicitation Contact Person

The AGO Procurement Solicitation Contact 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



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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



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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



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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.)

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

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

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

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

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

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

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

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

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



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

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

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