**Kris Mayes**
**Attorney General**

**Office of the Attorney General**
State of Arizona

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

This written determination is made by the Arizona Attorney General in accordance with A.R.S. § 41-4802. The Arizona Attorney General has determined that it would be cost-effective and in the public interest to engage a private law firm to assist with the investigation and litigation of alleged violations of the Arizona Consumer Fraud Act by TikTok (ByteDance, Ltd., TikTok U.S. Data Security Joint Venture LLC). Pursuant to § 41-4802(B), the Attorney General previously issued a request for proposals and hereby selects Nachawati Law Group, pursuant to standard consumer protection contingency fee contract, AG23-0009-010.

The Attorney General has determined that it is necessary and appropriate to retain Nachawati Law Group 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 Nachawati Law Group;

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 Nachawati Law Group 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

Date 10/5/26

| | | |
|---|---|---|
| | AG23-0009-010<br>Consumer Fraud and Related Civil Actions (Contingency Fee Only)<br>**AMENDMENT #4** | **State of Arizona**<br>**Office of the Attorney General**<br>Procurement Section<br>2005 N Central Ave<br>Phoenix, Arizona 85004 |

1. The purpose of this amendment is to update the Basis of Compensation of a specific appointment to Nachawati Law Group for TikTok (ByteDance, Ltd., TikTok U.S. Data Security Joint Venture LLC) under Consumer Fraud and Related Civil Actions (Contingency Fee Only), AGO Contract# AG23-0009-010.

   A. Per Section 1.9, Basis of Compensation, Paragraph 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.

      **a. Update Scope of Work, Compensation, Paragraph 1.8.2:**

         **i. Current: 1.8.2.1 Compensation**

         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.

         **ii. Replacement: 1.8.2.1 Compensation for TikTok**

         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:

         - 5% of the statutory fee is due if the case is resolved after the contract is signed, but before the lawsuit is filed.
         - 25% of the statutory fee is due if the case is resolved after the complaint is filed but before a responsive pleading is filed.
         - 50% of the statutory fee is due if the case is resolved after a responsive pleading is filed. If the responsive pleading is a motion to dismiss and service of discovery is not permitted while the motion is pending, the firm will remain entitled to 50% of the statutory fee until the motion is resolved and discovery is served. If the responsive pleading is an answer, or if service of discovery is permitted during the pendency of the motion, the firms will remain entitled to 50% of the statutory fee until discovery is served.
         - 100% of the statutory fee is due if the case is resolved after discovery is served.

2. All other terms and conditions shall remain unchanged.

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

| **Nachawati Law Group** | **Office of the Arizona Attorney General** |
|---|---|
| Brian E. McMath | Cindy Palmer |
| Partner, Public Entity Litigation | Procurement Manager |
| Brian E. McMath | Palmer |
| **DATE:** 10/2/26 | **DATE:** 10/6/2026 |

| | | |
|---|---|---|
| | AG23-0009-010<br>Consumer Fraud and Related Civil Actions (Contingency Fee Only)<br>**AMENDMENT #3** | **State of Arizona**<br>**Office of the Attorney General**<br>Procurement Section<br>2005 N Central Ave<br>Phoenix, Arizona 85004 |

1. The purpose of this amendment is to extend Nachawati Law Group's AGO Contract# AG23-0009-010 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 |
| |
| **DATE:** 12/22/2025 |

| | | |
|---|---|---|
| | AG23-0009-010<br>Consumer Fraud and Related Civil Actions (Contingency Fee Only)<br>**AMENDMENT #2** | **State of Arizona**<br>**Office of the Attorney General**<br>Procurement Section<br>2005 N Central Ave<br>Phoenix, Arizona 85004 |

1. The purpose of this amendment is to revise the approved attorney list for AGO Contract# AG23-0009-010 to include the following:

    a. Majed Nachawati, Partner
    b. Brian McMath, Partner
    c. S. Ann Saucer, Partner
    d. Brian Moore, Senior Attorney and Case Lead
    e. Phil Carlson, Senior Attorney
    f. Dori Persky Tesser, Attorney
    g. C. Matthew Bush, Attorney
    h. Michaela Hohwieler, Attorney
    i. Michael Gorwitz, Senior Attorney
    j. Bonan Link, Senior Attorney

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 |
| | |
| | **DATE:** 8/7/2025 |

| | | |
|---|---|---|
| | AG23-0009-010<br>Consumer Fraud and Related Civil Actions (Contingency Fee Only)<br>**AMENDMENT #1** | **State of Arizona**<br>**Office of the Attorney General**<br>Procurement Section<br>2005 N Central Ave<br>Phoenix, Arizona 85004 |

1. The purpose of this amendment is to extend AGO Contract# AG23-0009-010 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

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

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.

| **Nachawati Law Group** | **Office of the Arizona Attorney General** |
|---|---|
| John Raggio | Cindy Palmer |
| General Counsel | Procurement Manager |
| | |
| **DATE:** 05-07-2024 | **DATE:** 5/7/2024 |

# C. MATTHEW BUSH

NLG NACHAWATI LAW GROUP

Public Entity Attorney

214.281.8327 Phone • 214.890.0712 Fax
MBush@ntrial.com • www.ntrial.com

As a member of Nachawati Law Group's Public Entity Litigation division, Matt focuses his practice on representing governments in complex civil enforcement action in the areas of consumer protection, public nuisance, environmental harms, fraud against taxpayers/false claims, quit tam whistleblower actions, and more.

Having represented clients in these and similar areas of litigation at multiple boutique firms, he gained invaluable experience in consumer protection, fraud, and product liability with an emphasis on discovery practice and e-discovery. After earning his J.D. from the University of Georgia, Matt immediately specialized in medical device product liability claims related to the “Superbug” outbreak in U.S. hospitals and consumer protection actions related to the abandonment of nuclear powerplants in the southeast.

Matt transitioned to practicing immigration law for several years, which expanded his practice area across the United States and provided him with insights into the particularized harms that can disproportionately affect immigrant populations. Matt's desire to represent the rights of all consumers, regardless of where they call home, and his experience practicing in jurisdictions across the country, have been his two greatest assets in this role.

Matt is currently licensed to practice in Georgia and is admitted to practice before several federal district and circuit courts. He also maintains and continues to pursue active certifications in Relativity and other leading e-discovery platforms, including RelativityOne Review Pro, RelativityOne Certified Pro, and Relativity Personal Information Detect Pro. Matt and his fiancé love to travel and are nearly halfway through their quest to visit all major league baseball parks.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Environmental Damages
Medical Drug and Medical Devices
Product Liability
Antitrust and Fair Competition
E-Discovery

## EDUCATION:

B.A. University of Georgia, 2013
J.D. University of Georgia, 2016

## LICENSED IN:

Georgia

## ADMITTED TO PRACTICE BEFORE:

Supreme Court of Georgia
U.S. District Court for the Middle District of Georgia
U.S. District Court for the Northern District of Georgia
U.S. District Court for the District of Colorado
U.S. Court of Appeals for the Tenth Circuit
U.S. Court of Appeals for the Eleventh Circuit
U.S. Tax Court

## ASSOCIATIONS:

State Bar of Georgia
American Bar Association

## PUBLICATIONS:

- Pandev, A., Hayes, M., Bush, M. (2023). *Special considerations for foreign fintech & blockchain startups entering the US market as a digital asset custodian*. Global Legal Insights, Fintech 2023, Fifth Edition.
- Pandev, A., Hayes, M., Bush, M. (2022). *Special considerations for foreign-owned U.S. fintech startups.* Global Legal Insights, Fintech 2022, Fourth Edition.

## NOTABLE CASES:

- *State of Nevada Social Media Platform Litigation* - Currently represent the State of Nevada in consumer protection litigation against Meta Platforms (parent company of Messenger, Instagram, and Facebook, TikTok, and Snapchat. This litigation focuses on the design elements of these companies' social media and messaging apps and alleges that these design elements cause harm to minor users under the age of 18.
- *State of Mississippi Social Media Platform Litigation* - Currently represent the State of Mississippi in consumer protection litigation against Meta Platforms (parent company of Instagram). This litigation focuses on the design elements of the Instagram app and alleges that these design elements cause harm to minor users under the age of 18.
- *Medical Device Product Liability related to "Superbug" Outbreak Litigation* - Represented parties in state and federal litigation across the United States involving medical device product liability claims stemming from the worldwide increase in antibiotic resistant "Superbug" infections, specifically the rapid rise of these deadly infections in U.S. hospitals. This litigation focused on design elements of a reusable medical device and allegations of defects and deficient warnings leading to harm to patients who underwent procedures involving the device.
- *V.C. Summer Nuclear Powerplant Abandonment Litigation* - Represented parties in discovery matters in several state and federal lawsuits stemming from the abandonment of the V.C. Summer Nuclear Powerplant 3 & 4 Construction Project. This litigation involved large energy corporations, nuclear powerplant general and subcontractors, state ratepayers, and the State of South Carolina. Throughout the years after the abandonment, the focus of the litigation shifted several times between consumer protection allegations such as fraud, deceptive trade practices, and misrepresentation claiming harm to South Carolina Ratepayers and the loss of 5,000 plus jobs.

# PHILIP D. CARLSON

NLG NACHAWATI LAW GROUP

Public Entity
Senior Attorney

605.376.8738 Phone • 214.890.0712 Fax
PCarlson@ntrial.com • www.ntrial.com

Phil Carlson is a Senior Attorney in the firm's Public Entity Litigation Division. As a part of that Division, he represents state and local governments in affirmative civil litigation in the areas of consumer protection, public nuisance, environmental harms, and antitrust. Phil has over 15 years of experience, over 10 of that in the Attorney General space. He has extensive trial experience, and through his career has built deep relationships with the various State Attorney General Offices.

Phil is the former Chief of the Consumer Protection Bureau in the Nebraska Attorney General's Office where he was instrumental in establishing and leading the nationwide Attorney General investigation into social media platforms and the harms that they cause to children. He also helped to co-lead and negotiate the largest Attorney General privacy settlement to date regarding allegations that Google misrepresented certain facets of their location tracking services. This settlement netted the states significant injunctive relief and $391.5 Million. He and his staff also worked in the Consumer Protection, Charities, Antitrust, and Tobacco fields, leading antitrust enforcement efforts against Google and other entities during his time there.

Prior to that, Phil was the only dedicated Consumer Protection Attorney for the South Dakota Attorney General's Office from 2014 to 2020. He helped to lead the Attorney Generals Multistate investigation into Takata and Honda regarding allegations that Takata airbags were designed in such a way as to cause them to explode. That investigation helped lead to Takata's eventual bankruptcy and closing, and also led to significant injunctive relief and payment to the States from Honda for their alleged complicity in the matter. While in the SD Attorney General's Office he also handled Charities, Gaming, Municipality, and Anti-Trust issues.

Phil started his career in private practice in Mitchell, SD where his practice was largely devoted to criminal defense and family law.

Phil graduated from the University of South Dakota School of Law and was admitted to the South Dakota State Bar in 2008, and the Nebraska Bar in 2021. He is also admitted to practice in the Federal Courts of each of those states, and the Eighth Circuit Court of Appeals

A certified gearhead and history buff, he spends his time outside of the office working on cars, playing guitar and singing, and building plastic models.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Fraud Against Taxpayers / False Claims
Environmental Damages
Medical Drug and Medical Devices

## EDUCATION:

B.A. Northern State University, 2006
J.D. University of South Dakota, School of Law, 2008

## LICENSED IN:

South Dakota
Nebraska

## ADMITTED TO PRACTICE BEFORE:

U.S. District Court of South Dakota
U.S. District Court of Nebraska
U.S. Court of Appeals for the Eighth Circuit

## ASSOCIATIONS:

South Dakota Bar Association

## NOTABLE CASES

State of Nevada Social Media Platform Litigation – Currently represent the State of Nevada in consumer protection litigation against Meta Platforms (parent company of Messenger, Instagram, and Facebook), TikTok, and Snapchat. This litigation focuses on the design elements of these companies' social media and messaging apps and alleges that these design elements cause harm to minor users under the age of 18.

State of Mississippi Social Media Platform Litigation – Currently represent the State of Mississippi in consumer protection litigation against Meta Platforms (parent company of Instagram). This litigation focuses on the design elements of their apps and alleges that these design elements cause harm to minor users under the age of 18.

Multistate Investigation of Social Media Platforms – Instrumental in formulating and leading the Multistate Attorney Generals investigation into Social Media Platforms and the negative addictive effects that the features of these platforms have on children. Ultimately secured the participation of 52 separate states and territories in this investigation. This investigation has led to the Social Media Platform litigation currently being pursued by over 40 state Attorneys General, including the Attorneys General of Nevada and Mississippi.

Multistate Investigation of Google Location Tracking Services – While at the Nebraska Attorney General's Office, co-lead a Multistate investigation and settlement with Google regarding allegations that Google mis-lead consumers regarding location tracking on their services and apps. The investigation led to settlement negotiations culminating in a $391.5 million settlement with over 30 State Attorney General's Offices and over $12.1 million in recovery for the State of Nebraska along with robust injunctive relief. To date, this is the largest State AG privacy settlement in history.

Multistate Investigation of Takata/Honda Airbag Explosions – While at the South Dakota Attorney General's Office, helped co-lead investigations into both Takata and Honda in relation to the Takata Ammonium Nitrate Airbag propellant related airbag explosions. This investigation helped lead to the Bankruptcy and dissolution of Takata and an $85 million settlement with Honda for not warning consumers of the significant threat to their health and safety that the Takata airbags in their cars provided. Significant Injunctive relief was secured, along with the payment to the states in the Multistate. This included over $2 million to the State of South Dakota.

State of South Dakota v. Podzimek – Led the investigation, trial, and appeal in a criminal consumer protection matter for the State of South Dakota Attorney General's Office. Along with co-counsel, directed the investigation into a mechanic who attempted to scam an elderly victim out of more than $53,000, and who did receive $39,800 from the elderly victim in regard to repairs on the victims 1976 Chevy Pickup. Succeeded in securing a 10 count Guilty verdict with prison sentence and full restitution in South Dakota State Circuit Court, and successfully briefed an appeal to affirmation in front of the South Dakota Supreme Court.

# MICHAEL L. GORWITZ

NLG NACHAWATI LAW GROUP

Attorney

214.890.0711 Phone • 214.890.0712 Fax
MGorwitz@ntrial.com • www.ntrial.com

Michael Gorwitz joined the firm's appellate and motions section in 2020. The section handles substantive briefing and appellate matters across the law firm's practice areas in state and federal courts across the country.

Michael's experience working for appellate and trial courts has provided him valuable insight for his work at Nachawati Law Group. Michael spent two years as a law clerk for the Minnesota Court of Appeals, and two years prior to that as a senior law clerk for a Minnesota district court. Before law school, he studied English literature, completing all but his dissertation toward a Ph.D. in the subject.

Michael's practice is focused on public client litigation and pharmaceutical and medical device litigation. He works on behalf of government entities in consumer protection and environmental litigation.

Michael also spent some time as a freelance production assistant for Warner Brothers, Fox Searchlight, and other motion picture companies, coordinating the needs of various departments and gaining exposure to this high-pressure environment.

He is a freelance contributor of music criticism and sports writing and publisher of the sports and culture blog fieldsofplay.tumblr.com.

## PRACTICE AREAS:

Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D. Brooklyn Law School, *cum laude*, 2016
Ph.D. candidate (ABD). University of Michigan (English Literature)
M.A. New York University, 2008
B.A. University of Wisconsin, *Phi Beta Kappa*, 2005 (English & Political Science)

## LICENSED IN:

Minnesota

## ADMITTED TO PRACTICE BEFORE:

U.S. Court of Appeals for the First Circuit

# MICHAELA HOHWIELER

NLG NACHAWATI LAW GROUP

Public Entity Attorney

469.436.7997 Phone • 214.890.0712 Fax
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As a member of Nachawati Law Group's Public Entity Litigation division, Michaela focuses her practice on representing governments in complex civil enforcement actions in the areas of consumer protection, public nuisance, environmental harms, fraud against taxpayers/false claims, qui tam whistleblower actions, and more.

Having served as an Assistant Attorney General in the Consumer Protection Division of the Nebraska Attorney General's Office from 2019 to 2023, she gained invaluable experience in representing the interests of consumers and the State. Michaela worked on a wide range of complex civil enforcement cases, honing her skills in litigation, legal research, and persuasive legal writing. Her experience in this role has equipped her with the ability to navigate intricate legal matters, from case filing to trial.

During her tenure at the Nebraska Office of the Attorney General, Michaela represented the interests of consumers by investigating and prosecuting cases involving fraudulent acts, deceptive advertising, and unfair trade practices. Additionally, Michaela has drafted proposed consumer protection legislation, providing her with a comprehensive perspective on the legal framework surrounding consumer rights and business practices. Michaela's dedication to safeguarding the rights of consumers and her ability to navigate the intricacies of consumer protection law have been central to her success in this role.

Michaela is currently licensed to practice in Nebraska and is a member of the International Association of Privacy Professionals. Michaela is an avid baseball fan and enjoys attending as many Minnesota Twins games as she can.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Environmental Damages
Medical Drug and Medical Devices
Privacy and Data Breach

## EDUCATION:

University of Nebraska-Lincoln, *summa cum laude*, 2016

J.D. University of Nebraska College of Law, 2019

## LICENSED IN:

Nebraska

## ADMITTED TO PRACTICE BEFORE:

Nebraska Supreme Court
U.S. District Court of Nebraska

## ASSOCIATIONS:

Nebraska Bar Association
American Bar Association
International Association of Privacy Professionals

## RECOGNITIONS:

- CALI Excellence for the Future Award: Pretrial Litigation
- McGrath North Excellence in Legal Writing Award

## NOTABLE PRESENTATIONS AND SPEAKING ENGAGEMENTS:

- Panelist, National Association of Attorneys General (NAAG) Spring Consumer Protection Conference, "Online Consumer Review Issues in Consumer Protection Enforcement", May 2023, Tampa, FL
- Panelist, American Bar Association (ABA) Panel: "Consumer Protection 101 – Key Laws Beyond UDAP", July, 2024, Virtual.

## NOTABLE CASES

- *State of Nevada Social Media Platform Litigation* – Currently represent the State of Nevada in consumer protection litigation against Meta Platforms (parent company of Messenger, Instagram, and Facebook), TikTok, and Snapchat. This litigation focuses on the design elements of these companies' social media and messaging apps and alleges that these design elements cause harm to minor users under the age of 18.
- *State of Mississippi Social Media Platform Litigation* – Currently represent the State of Mississippi in consumer protection litigation against Meta Platforms (parent company of Instagram). This litigation focuses on the design elements of the Instagram app and alleges that these design elements cause harm to minor users under the age of 18.
- *Social Media Platforms Multistate Investigation* – Instrumental in formulating and leading the Multistate Attorney Generals investigation into Social Media Platforms and the negative addictive effects that features of these platforms have on children. Ultimately secured the participation of 52 separate states and territories in this investigation. This investigation has led to the Social Media Platform litigation currently being pursued by over 40 State Attorneys General.
- *Temu Deceptive Trade Practices Litigation* – Currently represent the State of Arkansas in consumer protection litigation against Temu. This litigation focuses on privacy and security concerns related to the Temu shopping app, including alleged violations of state UDAP laws and unauthorized data sharing.
- *Google Location Tracking Practices Multistate Investigation and Settlement* – During her tenure at the Nebraska Office of the Attorney General, Michaela helped co-lead a multistate investigation into Google's location tracking practices. This endeavor resulted in a landmark settlement with Google, addressing concerns about its purportedly deceptive practices regarding location tracking settings within Google Accounts. This intricate investigation involved intensive negotiations, ultimately resulting in a historic $391.5 million settlement involving 40 states. Notably, the State of Nebraska secured over $12.1 million in restitution, alongside substantial injunctive relief measures. This achievement marks the most significant privacy settlement ever reached by state attorneys general.
- *Hotel Resort Fees Multistate Investigation and Settlements* - During her tenure at the Nebraska Office of the Attorney General, Michaela spearheaded a comprehensive multistate investigation and settlement with numerous major hotel chains—including Hilton, Marriott, Omni, and Choice—resolving issues surrounding hidden fees and unfair pricing practices. The settlements led to commitments from hotel chains to prominently display the total cost of a hotel stay, inclusive of room rates and mandatory fees, on their booking websites, ensuring that consumers have clear and upfront information when making lodging arrangements.
- *Blackbaud Multistate Data Breach Investigation and Settlement* - Michaela worked alongside 49 other states to reach a landmark multistate settlement with software giant Blackbaud, addressing grave concerns over its inadequate data security measures and response to a ransomware attack in 2020 that compromised the

personal information of millions of individuals nationwide. The settlement addressed allegations that Blackbaud violated state consumer protection laws, breach notification requirements, and HIPAA regulations by neglecting to implement adequate security measures and failing to promptly notify customers. This transformative settlement mandated Blackbaud revamp its data security protocols and breach notification procedures, along with a substantial $49.5 million payment to the states.

# BONAN W. LINK

NLG NACHAWATI LAW GROUP

Attorney

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BLink@ntrial.com • www.ntrial.com

Bonan W. Link joined Nachawati Law Group's appellate and motions section in 2022. The section handles substantive briefing and appellate matters across the law firm's practice areas in state and federal courts across the country.

Bonan W. Link was born and raised in mainland China and arrived in the U.S. at age 11. She is the first one in her family to become an attorney, and despite English not being her native language, she learned quickly and was able to attend the University of Florida in Gainesville, FL, as a National Merit Scholar on a full scholarship. During her studies at the University of Houston Law Center, the school awarded her the Judge Mary Bacon Scholarship for Overcoming Adversity. After her first year in law school, she was selected for a summer clerkship in the legal department of ConocoPhillips Company in Houston, TX.

Since the inception of her legal career, Bonan has fought on the side of personal-injury plaintiffs against individual and corporate negligence. She began practicing law in 2011, working for a plaintiffs' personal-injury firm that's almost a household name in Texas. During her tenure there, she handled hundreds of cases from beginning to end. Bonan then continued the good fight at a boutique plaintiffs' toxic torts firm, protecting the rights of those who were injured as a result of companies putting profits over people. During the course of her career, Bonan's experience with toxic torts and environmental contamination litigation were honed by her tireless work on cases ranging from plaintiffs who contracted cancer from occupational benzene exposure, to mass actions against Monsanto for PCB contamination and a putative class action against Tempur-Pedic.

Bonan is also a concert-level pianist fluent in Mandarin Chinese and French.

## PRACTICE AREAS:

Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D., University of Houston Law Center, 2011
B.A., University of Florida, 2008 (Political Science)
B.S., University of Florida, 2008 (Psychology)

## LICENSED IN:

Texas
Florida

## ADMITTED TO PRACTICE BEFORE:

U.S. District Court for the Northern District of Texas
U.S. District Court for the Eastern District of Texas

# BRIAN MCMATH

NLG NACHAWATI LAW GROUP

Partner

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As head of Nachawati Law Group's Public Entity Litigation division, Brian focuses his practice on representing governments in complex civil enforcement actions in the areas of consumer protection, public nuisance, environmental harms, fraud against taxpayers/false claims, qui tam whistleblower actions, and more.

After joining the New Mexico Office of the Attorney General in 2017, Brian became director of the Consumer & Environmental Protection Division, where he led litigation teams that were successful in recovering over $1.2 billion dollars in civil penalties, nuisance abatement, environmental restoration, consumer restitution, debt forgiveness, educational funding, and other remedies on behalf of the people of New Mexico. Brian also helped lead New Mexico's litigation against the prescription opioid industry, overseeing the largest e-discovery project in State history and serving on the ad hoc committee of governmental claimants in the bankruptcy of Purdue Pharma. In 2019, Brian led a bipartisan coalition of 25 state Attorneys General in demanding that the Federal Trade Commission strengthen protections for children online, and his division's work litigating against the tech industry has contributed to wholesale changes in the way kids' mobile apps are marketed and sold today.

Before law school Brian spent nearly a decade in Albuquerque media and advertising, giving him unique insights into claims involving the use of mass media. During law school Brian externed for the Honorable Jimmie V. Reyna of the U.S. Court of Appeals for the Federal Circuit and was selected as the Second Judicial District of New Mexico's Pro Bono Law Student of the Year. He is currently licensed to practice in New Mexico and maintains an active International Association of Privacy Professionals, Certified Industry Privacy Professional Certification. Brian is an avid amateur woodworker and welder, and he serves as a board member for Goodwill Industries of New Mexico.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Fraud Against Taxpayers / False Claims
Environmental Damages
Medical Drug and Medical Devices

## EDUCATION:

Univ. of New Mexico School of Communication & Journalism, *cum laude*, 2006
J.D. University of New Mexico School of Law, *cum laude* 2015

## LICENSED IN:

New Mexico

## ADMITTED TO PRACTICE BEFORE:

New Mexico Supreme Court
U.S. District Court of New Mexico
U.S. Court of Appeals for the Tenth Circuit
U.S. Court of Appeals for the D.C. Circuit

## ASSOCIATIONS:

Goodwill Industries of New Mexico, executive board member
New Mexico Bar Association
American Bar Association
Public Justice

## RECOGNITIONS:

- Second Judicial District of New Mexico, Pro Bono Law Student of the Year
- University of New Mexico School of Law Clinic Program, Clinical Honors

## PRESENTATIONS:

- Panelist, National Civil Justice Institute, "The Future of AI and the Law," July 2024, Nashville, TN
- Guest Lecturer, University of New Mexico School of Law's Poverty Law in Practice program, "Protecting Marginalized Communities Through Civil Enforcement Actions," March 2024, Albuquerque, NM
- Presenter, Oliver Seth American Inn of Court, "Chasing the High (Courts): Unique Legal Issues Arising from New Mexico's Opioid Litigation," January 2024, Santa Fe, NM
- Presenter, Attorney General Alliance Africa Programme, "Combatting the Menace of Substandard and Falsified Medical Products Workshop," April 2023, Lagos, Nigeria (Virtual)
- Guest Lecturer, University of New Mexico School of Law's Poverty Law in Practice program, "Running the Consumer Gamut: State Attorney General Enforcement Actions, from Foreclosure Scams to Opioids," February 2023, Albuquerque, NM
- Panelist, screening of PBS documentary, *Love in the Time of Fentanyl*, January 2023, Albuquerque, NM
- Panelist, National Association of Attorneys General Presidential Summit, "Kids in Emerging Technologies," August 2022, Des Moines, IA
- Guest Lecturer, Attorney General Alliance Africa Programme, "Malawi Oral Advocacy Workshop," April 2022, Salima, Malawi
- Panelist, Attorney General Alliance Spring Policy Conference, "Creating a Safer Social Media Environment," March 2022, Palm Springs, CA
- Presenter, Credit Union Association of New Mexico, "COPPA Regulatory Update," January 2022, Virtual
- Panelist, Better Business Bureau's Children's Advertising Review Unit Annual Conference, "Year in Review," June 2021 (Virtual)

## NOTABLE CASES:

- *State of Nevada Social Media Platform Litigation* - Currently represent the State of Nevada in consumer protection litigation against Meta Platforms (parent company of Messenger, Instagram, and Facebook, TikTok, and Snapchat. This litigation focuses on the design elements of these companies' social media and messaging apps and alleges that these design elements cause harm to minor users under the age of 18.

- *State of Mississippi Social Media Platform Litigation* - Currently represent the State of Mississippi in consumer protection litigation against Meta Platforms (parent company of Instagram). This litigation focuses on the design elements of the Instagram app and alleges that these design elements cause harm to minor users under the age of 18.

- *Commonwealth of Kentucky Social Media Platform Litigation* – Currently represent the Commonwealth of Kentucky in consumer protection investigations and litigation against various social media platforms.

- *State of Arkansas v. Whaleco d/b/a Temu* - Currently represent the State of Arkansas in consumer protection litigation against Chinese e-commerce giant Temu. This litigation focuses on Temu's illegal data collection and protection practices as well as various illegal tactics Temu uses to entice buyers to order low-cost items.

- *State of Utah Opioid Litigation* - Currently represent the State of Utah in consumer protection litigation against the manufacturers, distributors, and retailers of prescription opioid drugs.

- *City of Albuquerque Auto Theft Litigation* – Currently represent the City of Albuquerque in litigation against the makers of various Hyundai and Kia vehicles that lack basic antitheft technology, making them easy to steal and precipitating an epidemic of auto theft across the city.

- *State of New Mexico COPPA Litigation* - While with the New Mexico Office of the Attorney General, served as lead counsel for the State's COPPA litigation against app makers Tiny Labs and Rovio (developer of "Angry Birds"), as well as the Google Play Store and various software developers. Cases resulted in the creation of an $8 million grant program funding technology education in underserved schools across the State as well as robust injunctive relief that has changed the way Google Play lists and advertises gaming apps for children.

- *State of New Mexico Opioid Litigation* – While with the New Mexico Office of the Attorney General, served as lead counsel for the State's litigation against the opioid industry. Assisted with a seven-week trial against Walgreens resulting in a $500 million settlement post-trial. New Mexico's recoveries in the opioid litigation totaled nearly $1 billion as well as robust injunctive relief.

- *State of New Mexico Plavix Litigation* – While with the New Mexico Office of the Attorney General, served as lead counsel for the State's litigation against the makers of blood thinner drug Plavix alleging misbranding of the drug and failure to inform patients of serious issues with the drug's efficacy. Resulted in a $72 million settlement as well as injunctive relief.

- *State of New Mexico Androgel Litigation* - While with the New Mexico Office of the Attorney General, served as lead counsel for the State's litigation against the makers of testosterone replacement product Androgel alleging misbranding of the product and other various consumer protection harms. Resulted in a $23 million settlement as well as injunctive relief.

- *State of New Mexico Volkswagen Litigation* - While with the New Mexico Office of the Attorney General, served as lead counsel for the State's litigation against Volkswagen arising from its "clean diesel" emissions cheating scandal. Resulted in a $13.5 million settlement as well as full restitution to all consumers and resolution of various environmental claims.

# BRIAN MOORE

NLG NACHAWATI LAW GROUP

Attorney:
Public Entity

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Brian (B-Mo) Moore is a seasoned litigator and attorney at Nachawati Law Group based in New Mexico. As part of the firm's Public Entity Litigation division, Brian represents state and local governments in affirmative civil litigation in the areas of consumer protection, public nuisance, securities fraud, false claims and fraud against taxpayers, environmental harms, and antitrust.

Before joining Nachawati, Brian gained valuable experience both as a private and public practice litigator. Brian spent five years in private practice representing individuals in a wide range of plaintiff litigation including qui tam and whistleblower claims, insurance bad faith, civil rights, and medical malpractice. Brian then joined the New Mexico Office of the Attorney General in the Consumer and Environmental Protection Division. At the NMAG, Brian managed a broad portfolio including handling all of the office's non-Medicaid qui tam litigation. Brian also led teams of lawyers in some of the highest-profile consumer protection, antitrust, and charities enforcement litigation ever pursued by the office, against mega-corporation defendants like Johnson & Johnson, JP Morgan, Bank of America, Aramark, and Bristol-Myers Squibb. Brian also served as Special Counsel to the City of Albuquerque, representing the City in high-profile cases involving complex class action civil rights claims and providing policy analysis and counsel to the Mayor and City Council.

Brian graduated from the University of New Mexico in 2010 with an undergraduate degree in Economics and Political Science, and graduated cum laude from the UNM School of Law in 2014. While at UNMSOL, Brian earned honors in legal writing, federal jurisdiction, and conflict of laws, and was a member of the UNM National Mock Trial Team.

In his private life Brian enjoys landscape and portrait photography, skiing, and exploring the great outdoors of the American Southwest with his family.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Fraud Against Taxpayers / False Claims
Environmental Damages
Medical Drug and Medical Devices
Securities
Antitrust

## EDUCATION:

Univ. of New Mexico, B.A. Economics/Political Science
University of New Mexico School of Law, J.D., *cum laude*

## LICENSED IN:

New Mexico

## ADMITTED TO PRACTICE BEFORE:

New Mexico Supreme Court
U.S. District Court of New Mexico
U.S. District Court of South Dakota

## ASSOCIATIONS:

New Mexico Supreme Court Rules of Professional Conduct Committee
New Mexico ACLU Cooperating Attorney
Taxpayers Against Fraud

## NOTABLE CASES

- *State of New Mexico ex rel. Integra Rec, LLC v. Banc of America Securities LLC, et al.* – Represented the State of New Mexico to intervene in a *qui tam* action brought against nine financial institutions for making misrepresentations to the state's two public retirement funds and sovereign wealth fund about mortgage-backed securities investments leading to the 2008 financial crisis. Nine months after the state intervened and the *qui tam* seal was lifted, the case settled for more than $30-million.
- *State of New Mexico v. Solvay America Inc., et al.* – Represented the State of New Mexico in a consumer protection action against manufacturers of pharmaceutical drugs that caused heart attack and other known cardiac complications. The case settled two days before opening statements at trial for $24-million.
- *State of New Mexico v. Johnson & Johnson, et al.* – Represented the State of New Mexico in a consumer protection case involving Johnson & Johnson's development, marketing, and sale of talc based products containing carcinogenic asbestos. While handling the case, Brian managed a diverse team of attorneys specializing in consumer protection, complex litigation, bankruptcy, and federal appeals
- *State of New Mexico ex rel. Foy v. Vanderbilt Capital Advisors, LLC, et al.* – Represented the State of New Mexico in the longest-running *qui tam* action in state history arising from allegations of fraud and pay-to-play schemes at the state's sovereign wealth fund and two public retirement funds.

# MAJED NACHAWATI

NLG NACHAWATI LAW GROUP

Founding Partner

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Majed Nachawati is a founding partner of Nachawati Law Group and is heavily involved in the law firm's mass tort and public client practices. Majed currently serves on the Plaintiff's Steering Committee in *In re Texas Opioid Litigation*, No. 18-0358. In addition to his work on the Plaintiff's Steering Committee, Majed leads the firm in representing the State of Utah as well as more than 50 counties, cities, and hospital districts in Texas, North Dakota, New Mexico, Kentucky, Maryland, Florida, and Mississippi in the opioid litigation. The firm's public entity practice under Majed's leadership is also representing the States of Arkansas, Mississippi, and Nevada against social media giants such as Facebook and TikTok, and the State of Arkansas against Temu. Contemporarily, he serves as Co-liaison in Paraquat cases, JCCP 5031, pending before the Honorable Judge Edward G. Weil, as well as on the Official Committee of Talc Claimants in the Chapter 11 Bankruptcy of Red River Talc LLC (LTL III), No. 24-90505. Previously, he served on the Official Tort Claimants' Committee in the Chapter 11 Bankruptcy of Johnson & Johnson subsidiary, LTL Management (LTL I), No. 21-30589, and as Interim Co-Lead Class Counsel in the Dreyer's Grand Ice Cream litigation in the Northern District of California, Nos. 3:11-cv-2910-EMC and 4:11-cv-3164-EMC.

Majed has led the firm developing a strong mass tort and class action practice. The firm has held leadership positions in the Winter Storm Uri MDL, Bard Hernia Mesh MDL, the Bard IVC Filter MDL, the Cook IVC Filter MDL, the Cordis IVC Filter MDL, and the Paragard IUD MDL. In addition to filing one of the first class actions against Dreyer's Ice Cream for false advertising, the firm filed the first class action in the nation against Midstream Media for privacy violations arising from an invasive computer tracking technology known as "history sniffing," one of the first class actions against Apple for privacy violations arising from tracking of consumers on their iPhones, and one of the first known consumer class actions against Loreal arising from the company's failure to warn consumers about the flammability of a particular hair care product.

Under Majed's leadership, the firm provided onsite trial briefing support for a three-week Cook IVC filter trial and was part of the team that received a $3 million design defect verdict—the first in the country against an IVC filter manufacturer. In 2018, the firm tried a case against the perpetrators of a murder-for-hire scheme involving millions of dollars in life insurance and obtained a verdict of approximately $166 million.

## PRACTICE AREAS:

Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D. University of Houston Law School, 2003
B.A. Southern Methodist University

## LICENSED IN:

Texas
Arkansas
New Mexico
District of Columbia
Arizona

## ADMITTED TO PRACTICE BEFORE:

U.S. Supreme Court
U.S. Court of Appeals for the Federal Circuit
U.S. District Court for the Eastern District of Texas
U.S. District Court for the Northern District of Texas
U.S. District Court for the Southern District of Texas
U.S. District Court of Colorado

The son of a first-generation Middle Eastern immigrant father and a Hispanic mother, Majed did not grow up in a life of privilege. He discovered the law as a way to make a difference in his own life and in the lives of his clients. He began his legal career as a two-year judicial law clerk with the Thirteenth Court of Appeals of Texas. Majed works tirelessly to build relationships and do the work that will create change. He sees practicing law as a calling—not just a career.

Majed has served on the State Bar of Texas Committee on Professionalism and was the District Chairman for the Grievance Committee for the State Bar of Texas, District 6. He has also served as a Committee Member for The Dallas Bar Association's Legal Ethics Committee and Lawyer Referral Service Committee. Majed also serves as member of the Board of Directors of Public Justice and the Board of Directors for the Texas Trial Lawyers Association, is an appointed member of The William 'Mac" Taylor American Inn of Court, and is a former member of the State Bar of Texas Committee for Diversity in the Profession.

Majed also serves as a mentor to law students at the University of North Texas School of Law. He has sponsored the Junior League of Dallas, the Attorneys Helping the Community 5K, Feed My Starving Children, the Texas Crime Victims Compensation Fund, and the Lone Star Race Benefiting Children with Disabilities. Through the law firm, he has also participated in relief efforts to address natural disasters, including Humanitarian Relief for Families Affected by Hurricane Harvey, and volunteered with DFW Detained.

When he can get away from the law, he spends his time with his wife Alma and their two young children.

## RECOGNITIONS:

- D Magazine Best Lawyers in Dallas for Mass Torts 2014-2015, 2018-2021
- Texas Lawyer Super Lawyer 2015-2021
- Texas Lawyer Rising Star 2010-2015

## PROFESSIONAL SERVICE:

- State Bar of Texas, Committee on Professionalism, 2019-2022
- State Bar of Texas, Committee on Diversity in the Profession, 2006-2009
- State Bar of Texas, Grievance Committee, District 6, District Chairman, 2018-2019, Member, 2013-2019
- Dallas Bar Association, Legal Ethics Committee, 2017-2019
- Dallas Bar Association, Publications Committee, 2020
- Dallas Bar Association, Lawyer Referral Service Committee, 2017-2019
- Public Justice, Board Member, 2015-2021
- Texas Trial Lawyers Association, Board Member, 2016-2021

## ASSOCIATIONS:

- Texas Trial Lawyers Association
- Member of Texas Trial Lawyers Association PAC
- American Association for Justice
- Leaders Forum of American Association for Justice PAC
- Public Justice
- American Bar Association
- Dallas Bar Association
- Dallas Trial Lawyers Association
- Dallas Hispanic Bar Association
- Hispanic National Bar Association

## PRESENTATIONS:

- Taxotere Litigation Update, Mass Tort Nexus, 2018
- Ethics and Mass Torts, Masters of Mass Tort, 2018
- Building a Case Against a Distributor: Federal Duties, Responding to the Opioid Crisis, American Association for Justice Winter Convention, 2018
- Conflicts of Interest and Ethical Considerations when Representing Clients in the Opioid Litigation, American Association for Justice Rapid Response Opioid Litigation Conference, 2017
- Case Selection Criteria, Harris Martin Publishing National Opioid Litigation Conference, 2017
- Update on Transvaginal Mesh Litigation, American Association for Justice Convention, 2014
- Transvaginal Mesh Litigation—Recent Developments and Overall Status of Litigation, American Association for Justice Convention, 2013
- Conquering Negotiation and Settlement Strategies to Win Outside of Trial, American Association for Justice Winter Convention, 2013

## PUBLICATIONS:

- Majed Nachawati, Ethical Considerations of Mandated Employee Vaccinations, Headnotes (April 2021)
- Majed Nachawati and Misty Farris, Mandatory State Bars Likely To Remain Intact, For Now, Law360 (June 22, 2020)
- Majed Nachawati and S. Ann Saucer, PFAS Water Contamination Litigation: The Fight for Safe Drinking Water, Headnotes (May 2019).

# DORI PERSKY TESSER

NLG NACHAWATI LAW GROUP

Public Entity Attorney

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As a member of Nachawati Law Group's Public Entity Litigation division, Dori focuses her practice on representing governments in complex civil enforcement actions in the areas of consumer protection, public nuisance, environmental harms, fraud against taxpayers/false claims, qui tam whistleblower actions, and more.

Over her almost ten years of experience in plaintiff side consumer protection litigation, Dori gained invaluable experience in representing the interests of both private consumers and public entity clients. Dori worked on a wide range of complex civil litigation issues including asbestos litigation and the nationwide opioid litigation, honing her skills in all aspects of discovery, legal research, and brief writing. Her experience in these roles has equipped her with the ability to navigate every aspect of intricate legal matters, from investigating claims and crafting a complaint to trial preparation.

Dori began her career at The Gori Law Firm, where she represented hundreds of individual plaintiffs harmed by asbestos in complex product liability litigation, investigating claims, filing complaints, coordinating case management, conducting hundreds of depositions, and arguing motions. She then moved to Baron & Budd, P.C., where she represented public entity clients against the manufacturers, distributors, and dispensers of opioid products. In this capacity, she developed case theories, supervised the selection, development and preparation of witnesses for trial, and composed and argued winning discovery and pretrial motions.

Dori is currently licensed to practice in Maryland and Washington D.C. She lives in the suburbs of Washington D.C. with her family where she enjoys all things food-related, including cooking and trying all of the restaurants the city has to offer.

## PRACTICE AREAS:

Public Client Representation
Consumer Protection
Public Nuisance
Environmental Damages
Medical Drug and Medical Devices
Fraud Against Taxpayers/False Claims
Privacy and Data Breach

## EDUCATION:

B.A. Vanderbilt University, *Cum laude*, 2009

J.D. American University, Washington College of Law, 2015

## LICENSED IN:

Maryland
Washington, D.C.

## ADMITTED TO PRACTICE BEFORE:

U.S. District Court for the District of Maryland

## ASSOCIATIONS:

D.C. Trial Lawyer Association

## NOTABLE CASES

- *State of Nevada Social Media Platform Litigation* – Currently represent the State of Nevada in consumer protection litigation against Meta Platforms (parent company of Messenger, Instagram, and Facebook), TikTok, and Snapchat. This litigation focuses on the design elements of these companies' social media and messaging apps and alleges that these design elements cause harm to minor users under the age of 18.
- *State of Mississippi Social Media Platform Litigation* – Currently represent the State of Mississippi in consumer protection litigation against Meta Platforms (parent company of Instagram). This litigation focuses on the design elements of the Instagram app and alleges that these design elements cause harm to minor users under the age of 18.
- *Commonwealth of Kentucky Social Media Platform Litigation* – Currently represent the Commonwealth of Kentucky in consumer protection investigations and litigation against TikTok.
- *Temu Deceptive Trade Practices Litigation* – Currently represent the State of Arkansas in consumer protection litigation against Chinese online retailer Temu. This litigation focuses on privacy and security concerns related to the Temu shopping app, including violations of state consumer protection laws and unauthorized data sharing.
- *State of Michigan Opioid Litigation* – Represented the State of Michigan against opioid manufacturing, distributing, and dispensing defendants, focusing on the over-distribution and dispensing of opioid drugs into the state of Michigan which contributed to the state's opioid crisis. Michigan's litigation led to settlements totaling $1.6 billion.
- *State of New Mexico Opioid Litigation* – Represented the State of New Mexico in litigation against the opioid industry, which resulted in a $500 million settlement with Walgreens following a seven-week trial. New Mexico's litigation led to settlements totaling $1 billion.
- *United States of America ex rel. Ellsworth Assoc. LLC v. CVS Health Corp., et al.* – Represented a whistleblower client in a qui tam action against CVS Health Corp. and SilverScript Insurance Co. in claims brought under the False Claims Act.

# S. ANN SAUCER

NLG NACHAWATI LAW GROUP

Partner

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Ann Saucer is a litigator with extensive experience in complex and multidistrict litigation, consumer protection, class actions, pharmaceutical litigation, and environmental and toxic torts.

Ann's practice focuses on appellate advocacy and briefing in complex litigation. A licensed attorney for over thirty years, Ann has won arguments before the United States Fifth Circuit Court of Appeals, the United States Ninth Circuit Court of Appeals, the Mississippi Supreme Court sitting En Banc, the Texas Court of Appeals, Dallas, and state and federal trial courts across the country.

Ann's federal MDL experience includes serving as a Co-Chair of the Plaintiffs' Briefing Committee in the *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), in 2018. Her opioid litigation experience precedes the formation of the MDL, and she was a key author of the 2017 petition to the Judicial Panel on Multidistrict Litigation requesting creation of the *National Prescription Opiate Litigation* MDL. Ms. Saucer also is working with leadership in the Texas opioid multidistrict litigation and recently spearheaded omnibus briefing in opposition to defendants' motion to dismiss. Ann was a key author of the federal court briefing defending the rights of Fen Phen victims when the American Home Products Corporation class action settlement was renegotiated. She was a keynote speaker at Fen Phen litigation seminars. She was an author of oppositions to motions to dismiss in *City of Greenville, Ill. v. Syngenta Crop Protection, Inc*., a case in which community water systems from six different states brought suit for atrazine contamination of their water supplies. Ann has also spoken and published several articles on civil procedure.

Ann graduated first in her class from Loyola University School of Law, New Orleans, in 1991. After graduation Ann clerked for the Honorable Henry A. Politz, Chief Judge of the United States Fifth Circuit Court of Appeals, before joining a private practice in 1992. After working at an appellate boutique, she served as a shareholder at Silber Pearlman, P.C. and Baron & Budd, P.C.

Ann is a local theater fan, as well as an avid reader and lover of libraries.

## PRACTICE AREAS:

Public Client Representation Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D., Loyola University School of Law, *summa cum laude*, 1991
B.S., University of New Orleans, 1985 (Chemistry)

## LICENSED IN:

Texas
Louisiana

## ADMITTED TO PRACTICE BEFORE:

U.S. Court of Appeals for the First Circuit
U.S. Court of Appeals for the Third Circuit
U.S. Court of Appeals for the Fifth Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court for the Northern District of Texas
U.S. District Court for the Eastern District of Texas
U.S. District Court for the Eastern District of Louisiana
U.S. District Court for the Western District of Louisiana
U.S. District Court for the Southern District of Illinois
U.S. District Court for the Northern District of Ohio
U.S. District Court for the District of Arizona
U.S. District Court for the District of Massachusetts
U. S. District Court for the Eastern District of Michigan

## NOTABLE CASES:

Won before the Supreme Court of West Virginia in *West Virginia ex rel. Discover Fin. Servs., Inc. v. Nibert*, 744 S.E.2d 625 (W. Va. 2013), recognizing the attorney general's right to appoint and compensate special assistant attorneys general.

Argued before the Supreme Court of Mississippi sitting En Banc in *Fresenius Med. Care Holdings, Inc. v. Hood*, No. 2016-IA-01385-SCT, 2018 WL 4835175 (Miss. Oct. 4, 2018), allowing the plaintiff access to internal corporate documents erroneously claimed to be privileged.

Argued before the Louisiana Third Circuit Court of Appeal, and won a swift reversal of the trial court's dismissal of a case brought on behalf of the widow and children of a mesothelioma victim. *Lee v. Am. Supply Co*., 2018-893 (La. App. 3 Cir. Nov. 6, 2019).

In the United States Fifth Circuit Court of Appeals, argued on behalf of the State of Mississippi and won reversal of the trial court's judgment. *Hood ex rel. Miss. v. JP Morgan Chase & Co*., 737 F.3d 78 (5th Cir. 2013).

In the United States Ninth Circuit Court of Appeals, argued on behalf of the State of Hawaii and won reversal of the trial court's judgment. *State of Hawaii v. HSBC Bank Nevada, N.A.,* 761 F.3d 1027 (9th Cir. 2014).

Before the Texas Court of Appeals, Dallas, argued on behalf of a mesothelioma victim, and other plaintiffs injured by asbestos, and won reversal of the trial court's dismissal of the plaintiffs' cases. *Sewell v. Owens-Corning Fiberglass Corp.*, No. 05-97-1136-CV, 2000 Tex. App. LEXIS 5955 (Tex. App. – Dallas, Aug. 31, 2000).

In the United States District Court for the Southern District of West Virginia, argued on behalf of the State of West Virginia and won a favorable opinion in a complex case addressing procedural issues and banking regulations. *West Virginia ex rel. McGraw v. JPMorgan Chase & Co.,* 842 F. Supp. 2d 984 (S.D. W. Va. 2012).

Argued before the Texas Court of Appeals, Dallas, sitting En Banc, in *Maypole v. Acadian Ambulance Service, Inc*., 647 S.W.3d 533 (Tex. App.—Dallas 2022, pet. granted) (case settled), and won reversal of the trial court's dismissal of a case brought by a deceased patient's family.

Argued before the State of Washington Court of Appeals, Division I, in *Dale Smith v. Chevron U.S.A., Inc.*, No. 83556-4-I (Jan. 30, 2023), and won reversal of trial court's dismissal of plaintiff's case.

Won a significant writ of mandamus victory in the United States Sixth Circuit Court of Appeals in *In re: Harris County, TX, et al.*, No. 21-3637 (Mar. 11, 2022). As a result of the writ being granted, the MDL Court was required to rule on clients' remand motions and the wrongfully removed cases of Texas Counties and New Mexico Cities were remanded to state court.

Won remand of a twice-removed case. *City of Holly Springs v. Johnson & Johnson*, 477 F. Supp. 3d 547 (N.D. Miss. 2020) (first remand won) and *City of Holly Springs v. Johnson & Johnson*, No. 3:21-cv-00246-DMB-RP (Sept. 16, 2022) (second remand won).

## PUBLICATIONS:

- Co-Author, PFAS Water Contamination Litigation: The Fight for Safe Drinking Water, Headnotes (May 2019).
- Co-Author, Our Modern Epidemic, Trial (July 2018)
- Co-Author, All About Alternative Litigation Financing, 49:1 Trial 16 (January 2013).
- Author, Class Actions in the Fifth Circuit, 17 MISS. C.L. REV. 255 (1997).
- Co-Author, Revised Rule 11: Is it Safer? 15 MISS. C.L. REV. 271 (1995).
- Co-Author, Federal Jurisdiction and Procedure, 40 LOY. L. REV. 697 (1994).
- Co-Author, Federal Jurisdiction and Procedure, 39 LOY. L. REV. 497 (1993).
- Author, Federal Procedure Update, FIFTH CIRCUIT REPORTER, Quarterly articles published 1992 – 1997.
- Author, MBank Alamo National Association v. Raytheon Co.: A Strict Interpretation of Article Nine's Purchase Money Security Interest, 36, LOY. L. REV. 501 (1990).

## PRESENTATIONS:

- Texas Power Outage Litigation, HarrisMartin's Webinar Series: Texas Power Outage Litigation (2022)
- JUUL, E-Cigarettes, and Vaping Science: Defeating the Health Benefits Claim, HarrisMartin's MDL Conference (2019)
- Update on Fen-Phen Appeals, Mealey's Fen-Phen Litigation Conference (2003)
- Update on Fen-Phen Appeals, Williams/Petroff Fen-Phen Seminar (2003)
- Preserving Error for Appeal to the United States Fifth Circuit, Dallas Bar Association Labor Section (1998)
- 6th Annual Conference of State and Federal Appeals, University of Texas School of Law (1996)
- 11th Annual Fifth Circuit Appellate Practice and Advocacy Seminar, Fifth Circuit Bar (1996)
- 11th Annual Advanced Personal Injury Law Course, State Bar of Texas (1995)
- 10th Annual Fifth Circuit Appellate Practice and Advocacy Seminar, Fifth Circuit Bar (1995)

## HONORS:

- Top 100 Civil Plaintiff Trial Lawyers (National Trial Lawyers, 2017)

## ASSOCIATIONS:

- American Association for Justice
- Texas Trial Lawyers Association
- Dallas Bar Association
- Dallas Women's Bar Association

## CIVIC AND COMMUNITY SERVICE AND APPOINTMENTS:

- City of Dallas Municipal Library Board Member, November 2009 through November 2017.
- North East Texas Library System Advisory Council Member, September 1, 2007 through 2011.
- City of Dallas Municipal Library Board Member, served At-Large at the appointment of Mayor Laura Miller, February 2007 through December 2007.

NLG NACHAWATI LAW GROUP

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

Request for Proposals
Solicitation No.: BPM004964
Project No.: AG23-0009

November 13, 2022

**TRANSMITTAL LETTER**

*To the Office of the Arizona Attorney General:*

On behalf of Nachawati Law Group, thank you for the opportunity to present this Response to the Arizona Attorney General's Office's (hereafter, "AGO") Request for Proposals Solicitation No. BPM004964 (the "RFP").

We understand that the purpose of this RFP is to procure for the State of Arizona legal counsel under a contingency fee basis. The retention of legal counsel under this contract is intended—on an "as needed, if needed" basis—to assist the Attorney General in representing the State of Arizona in legal action against potential parties arising out of deceptive acts and misrepresentations made to Arizona consumers, among other things. Specifically, litigation on matters will 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.

As demonstrated by our team's background and experience in representing public entities, particularly within the realm of consumer protection litigation, Nachawati Law Group is qualified to serve the State of Arizona, and we are enthusiastic to demonstrate our team's unique array of skills that enable us to be a successful public entity firm. These skills include without limitation experience in consumer protection litigation, environmental and natural resources litigation,



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appellate advocacy, a keen understanding of public client representation, and superior briefing and trial experience.

**Consumer Protection Litigation**

Our team has extensive expertise in consumer protection litigation through a broad range of subject areas. For instance, Nachawati Law Group represents the State of Utah and nearly 100 counties and municipalities in opioid litigation. We also represent the State of New Mexico in talc litigation against Johnson & Johnson for its deceptive marketing of asbestos-containing talcum powder products.

**Environmental and Natural Resources Litigation**

In addition to representing public entities in consumer protection litigation, Nachawati Law Group has also aided public entities in seeking recourse for environmental contamination crises. At present, Nachawati Law Group represents three public entities in the Aqueous Film Forming Foam ("AFFF") MDL. Though not explicitly discussed in the RFP, Nachawati Law Group would be interested in representing the State of Arizona in any lawsuits relating to poly- and perfluoroalkyl substances. Notably, Nachawati Law Group attorney and former scientist, Gale Pearson, has more than 15 years' experience in PFAS litigation.

**Appellate Advocacy**

Nachawati Law Group offers to represent the State of Arizona on appellate matters. As noted above, our firm has an active public client practice in representing state and local governments in civil litigation matters. Our team includes experienced appellate attorneys who have spent decades engaged in analyzing, briefing, and arguing substantive issues in complex litigation. To that fact, Nachawati Law Group partner, Ann Saucer, successfully represented the States of Mississippi and Hawaii in the Fifth and Ninth U.S. Courts of Appeals in consumer fraud litigation. She has served as co-lead of the briefing committee for the national opioid litigation, focusing on careful analysis and creative, strategic use of that law to serve our public clients' purposes.



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NLG NACHAWATI LAW GROUP

**We Understand Public Client Representation and Know How to Serve Your Mission**

Our firm understands the unique needs, goals, and mission of public clients. Government institutions have different missions and objectives than private sector clients. Your mission is to benefit the public good and, as lawyers, we are passionate about helping you advance that mission.

Nachawati Law Group hereby accepts the requirements of this solicitation. Attached to this transmittal letter is Nachawati Law Group's Response to the State of Arizona's RFP. Thank you for your consideration of our proposal. If you have any questions or need anything further, please contact me by phone or email.

Sincerely,

John Raggio
JRaggio@ntrial.com
O: (214) 890-0711
F: (214) 890-0712



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NLG NACHAWATI LAW GROUP

**Nachawati Law Group**

Response to the State of Arizona's
Request for Proposals
Solicitation No. BPM004964



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NLG NACHAWATI LAW GROUP

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## I. BIDDER INFORMATION AND QUALIFICATIONS

Nachawati Law Group (formerly "Fears Nachawati Law Firm") was established in 2006 as a professional limited liability company in Dallas, Texas. On a national scale, our law firm leads the charge in complex civil and mass tort litigation, including mass pharmaceutical and products liability litigation, catastrophic personal injuries, and environmental contamination crises. Specifically, Nachawati Law Group takes prides in having substantial experience in high stakes litigation and in representing public clients. Our attorneys have successfully represented clients in federal appellate courts, including the U.S. Supreme Court, and have successfully represented state attorneys general before a number of U.S. courts of appeals and state supreme courts. We have successfully achieved eight, nine, and ten-figure results for our clients.

Nachawati Law Group has the personnel and financial resources required to dedicate to this project. The firm has 25 attorneys and 85 non-attorney staff who could be dedicated to this project as needed. Attorneys committed to our public client representation include experienced litigators and appellate advocates. The firm will add attorneys, staff, and/or technology to this assignment as necessary.

Our firm is prepared to handle significant and voluminous discovery demands and motion practice. As noted above, partner Ann Saucer has spent decades working exclusively in analyzing, briefing, and arguing legal issues in complex litigation, including mass tort, pharmaceutical, and public client litigation. Additional attorneys from our co-counsel with motion practice or appellate experience are prepared to handle complex legal issues in whatever representation our firm handles for the State of Arizona. We expect defendants to try to undertake extensive discovery and depositions of executive branch state agencies. Based on our past representation of public (and private) sector clients, we are adept at getting in front of such discovery, streamlining it, and minimizing the burdens on the government in responding. We will closely coordinate such defensive discovery with the Deputy Attorney(s) General in charge of coordinating the relevant litigation or other AGO lawyers who are experts in state law and regularly represent the AGO.

Additional business and contact information for Fears Nachawati is provided immediately below. The primary persons of contact for Nachawati Law Group regarding this RFP will be **John Raggio** and **Gale D. Pearson**.



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**Fears Nachawati Law Firm, PLLC**
5489 Blair Road
Dallas, TX 75231
(214) 890-0711
https://www.fnlawfirm.com/

**John W. Raggio**
Partner and General Counsel
Fears Nachawati Law Firm
5489 Blair Road
Dallas, TX 75231
jraggio@fnlawfirm.com
Admitted to the State Bar of California

**Gale D. Pearson**
Senior Attorney
Fears Nachawati Law Firm
5489 Blair Road
Dallas, TX 75231
gpearson@fnlawfirm.com

## II. EXPERIENCE

Nachawati Law Group has deep experience representing governmental clients in pharmaceutical and other litigation in both state and federal court and in litigating cases involving the pharmaceutical and medical product industries. For instance, Nachawati Law Group also represents the State of New Mexico in consumer protection litigation against Johnson & Johnson concerning the presence of asbestos in its talc-containing products. *New Mexico v. Johnson & Johnson et al.*, No. D-101-CV-2020-00013 (1st Jud. Dist. Ct., Santa Fe Cty., N.M.).

Nachawati Law Group has moreover earned a national reputation for its leadership in the opioid pharmaceutical litigation. The firm currently represents the State of Utah and nearly 100 counties, cities, and hospitals in pharmaceutical litigation involving opioid manufacturers in both state and federal court. The firm is counsel for the State of Utah in *In the Matter of Purdue Pharma, L.P., et al.*, DCP Case No. 107102 (Utah Dep't Commerce). This schedule was possible because



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counsel consulted with the Utah OAG about the benefits and limitations of pursuing an administrative action against a single manufacturer prior to pursuing state court litigation against all defendants. Counsel has worked productively with the OAG through the accelerated administrative process. This work has been conducted through bimonthly conference calls and emails as needed to coordinate the litigation.

Our firm's founder, Majed Nachawati, is one of nine appointed voting members of Plaintiffs' Leadership in the Texas consolidated opioid cases, *In re Texas Opioid Litigation*, Case No. 18-0358 (152nd Jud. Dist. Ct., Tex.), and is coordinating with one of the three co-leads in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). Nachawati Law Group partner Ann Saucer successfully spearheaded the opposition to defendants' motions to dismiss in *In re Texas Opioid Litigation*, and Ms. Saucer coordinates the Plaintiffs' briefing team in that litigation. Ms. Saucer was also a key author of the petition to the Judicial Panel on Multidistrict Litigation that prompted the creation of the federal opioid MDL, and she was co-lead of the Plaintiffs' Briefing Committee in *In re National Prescription Opiate Litigation* in 2018. Through the opioid litigation on behalf of over 80 governmental clients, on a daily basis Nachawati Law Group applies its sophisticated understanding of the medical industry and federal and state regulations.

Additionally, Nachawati Law Group attorneys have earned a national reputation for their representation of clients against pharmaceutical and medical device companies. The firm currently represents approximately 50,000 individuals who have been injured by pharmaceuticals and medical devices. Fears Nachawati has recovered millions of dollars on behalf of its clients harmed by medical devices and pharmaceutical drugs. Most recently, the firm recovered approximately $100 million on behalf of clients harmed by polypropylene vaginal mesh products. The firm has vast expertise in working with expert witnesses to advance their cases and in leading all phases of these complex lawsuits, from the initial investigation to the discovery phase and through to trial and appeals. The firm has a proven track record of results in handling the complexities of sophisticated litigation in an efficient and effective fashion.



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## III. PERSONNEL

Nachawati Law Group firm has 24 attorneys and 59 non-attorney staff who could be dedicated to this project as needed. Of these 24 attorneys, the following attorneys are expected to work with the State of Arizona on the matters relevant to this RFP:

**Majed Nachawati** is the founding partner of Nachawati Law Group. Mr. Nachawati is heavily involved in the firm's public entity, environmental, and mass tort practice areas, allocating the majority of his time between national water contamination and opioids litigation. In so doing, he recently co-authored an article with senior attorney Ann Saucer addressing the current water contamination crisis, titled *PFAS Water Contamination Litigation: The Fight for Safe Drinking Water* (May 2019).

Mr. Nachawati has dedicated his life and career to causes that positively impact and prevent discrimination against the working class, consumers, women, minorities, and the environment. Earlier in life, while being raised by a single mother, Mr. Nachawati worked first for one of Michigan's "Big Three" companies, and then for General Motors at their plant in Arlington, Texas, soon after. As his first job out of law school, Mr. Nachawati obtained a two-year judicial clerkship with the Honorable Linda Yanez of the Thirteenth Circuit Court of Appeals. These early experiences have set into motion a long line of achievements in his career that have ultimately resulted in Mr. Nachawati assuming several leadership roles. Presently, Mr. Nachawati serves as the "Panel Chairman" for the "Grievance Committee" of the State Bar of Texas, District 6—being an appointed member of this committee for the past five years—and as a committee member of the Dallas Bar Association's "Legal Ethics Committee." In June of 2019, Mr. Nachawati was appointed by the current President of the State Bar of Texas, Randy Sorrels, to the State Bar's "Professionalism Committee."

Without question, Mr. Nachawati's strategic thinking and experience in complex litigation has prepared him to best provide the State of Arizona with top quality counsel and representation, specifically for the various environmental matters asserted in the RFP. Concerning these matters, Mr. Nachawati is expected to assist in case strategy and management, as well as serve on our negotiations team.



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**Gale D. Pearson**, senior counsel, is often considered by others as being a pioneer in the way of environmental litigation. Notably, Ms. Pearson filed one of the first PFAS lawsuits in the country—the first case filed against corporate 3M for its production of PFAS in certain products—in 2004, more than fifteen (15) years ago. *Paulson, et al. v. 3M Co.*, No. 82-C2-04-6309 (D. Minn.) (originally filed as *Palmer v. 3M Co.)*. In April of 2019, Ms. Pearson was appointed to the "Plaintiffs' Steering Committee" for *In re Aqueous Film-Forming Foams Products Liability Litigation* MDL No. 2873 (D.S.C.). Ms. Pearson continues to serve on several different committees in that litigation. Additionally, Ms. Pearson participates in regular meetings before Minnesota state agencies to discuss the allocation of hundreds of millions of dollars in settlement monies to eliminate PFAS from Minnesota's natural resources.

Ms. Pearson's contribution in serving the public good extends far beyond her experience in environmental litigation, however, and has resulted in her appointment to multiple leadership roles. For instance, Ms. Pearson was lead counsel in a Minnesota consumer fraud class action against the manufacturers of several large tobacco companies, including a certified class action against Philip Morris and its parent company. *Curtis, et al. v. Altria Group, Inc., (FKA Philip Morris) et al.,* No. 27-CV-01-18042 (4th Jud. Dist., Minn.). Ms. Pearson served as lead trial counsel in a *qui tam* action representing the United States' interest against nursing homeowners for their treatment of their residents. *United States of America ex rel. Absher, et al. v. Momence Meadows Nursing Center, Inc.*, No. 13-1936 (C.D. Ill.) (jury found in favor of government, awarding $28.5 million), *rev'd*, 764 F.3d 699 (7th Cir. 2014). In 2006, she was appointed as plaintiff's liaison counsel in the "Minnesota State Guidant Cases," and she was asked by colleagues to serve as plaintiff's liaison counsel in Minnesota State Medtronic consolidated cases. *In re Guidant Implantable Defibrillators Products Liability Litigation*, MDL No. 1708 (D. Minn.); *In re Klevin v. Medtronic, Inc. et al.*, No. 27-CV-05015531. Ms. Pearson has also served on multiple other committees in a number of MDL cases.

Prior to attending law school, Ms. Pearson's background demonstrates strong academic and professional experience focusing on chemistry and scientific research. This background in working with complex scientific issues, along with her experience in mass tort and environmental litigation, renders Ms. Pearson an ideal candidate to counsel and represent the State of Arizona—



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particularly for those matters asserted in the RFP. Concerning such matters, Ms. Pearson is expected to be engaged in day-to-day casework, discovery, strategy, and case development. She is also expected to manage our expert witness coordination and trial team.

**S. Ann Saucer**, partner, centers her practice on successful trial and appellate advocacy and briefing in complex litigation. For example, Ms. Saucer has authored and won oppositions to motions to dismiss in *City of Greenville, Ill. v. Syngenta Crop Protection, Inc.*, a case in which the community water systems of six different states brought suit for atrazine contamination. *City of Greenville, Ill. v. Syngenta Crop Protection, Inc.*, No. 3:10-cv-188-JPG (S.D. Ill.). As noted earlier, Ms. Saucer worked with Mr. Nachawati to author an article highlighting the current water contamination crisis impacting our nation: *PFAS Water Contamination Litigation: The Fight for Safe Drinking Water* (May 2019). Furthermore, Ms. Saucer was a key author of the 2017 petition to the Judicial Panel on Multidistrict Litigation that requested creation of the "National Prescription Opiate Litigation MDL." Significantly, Ms. Saucer's aptitude in briefing and advocacy has led her to accumulate several leadership roles. For instance, Ms. Saucer served as co-chair for the "Plaintiffs' Briefing Committee" in the 2018 case *In re National Prescription Opiate Litigation*. *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio).

Ms. Saucer has spent more than twenty-five (25) years successfully analyzing, briefing, and arguing complex legal issues on the trial and appellate levels of judicial advocacy—experience of which best prepares her to counsel and represent the State of Arizona. Concerning the matters asserted in the RFP, Ms. Saucer is expected to engage in motion and appellate practice.

**John Raggio**, partner and general counsel, currently represents governmental entities in litigation targeting the deceptive marketing and overprescribing practices of opioid suppliers. Mr. Raggio's experience demonstrates the exact level of dedication, skills, and success necessary to counsel and represent the State of Arizona. Since Mr. Raggio is admitted to practice to the State Bar of California, he will serve as head and local counsel for those matters asserted in the the RFP, as well as any other matters deemed necessary by the State of Arizona.

**Michael Gorwitz**, attorney, began his legal career as a clerk for both the Minnesota Court of Appeals and the Federal District Court for Minnesota. During his time at Fears Nachawati, he has focused the majority of his practice on briefing and arguing motions in cases involving mass



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torts and public entity clients. Mr. Gorwitz's experience has provided him with the skills necessary to provide aid in the counsel and representation of the State of Arizona. For the matters asserted in the RFP, Mr. Gorwitz will work on our discovery and motion practice teams.

**Sarah K. Murray**, attorney, began her career in environmental advocacy while attending her undergraduate university in Texas. There, she acquired a strong academic background in sustainability, sociology, and scientific studies. To further her knowledge and experience in these disciplines, Ms. Murray obtained a juris doctorate from Lewis and Clark Law School in Portland, Oregon, with a focus on environmental and natural resources law. During her time at law school, Ms. Murray took several courses that have proved beneficial to her practice today—including courses that provided thorough analysis of and familiarity with the National Environmental Policy Act, the Clean Water Act, the Endangered Species Act, and many other matters involving environmental laws, litigation, policies, and administrative procedures. Since graduating law school, Ms. Murray's experience reveals her aptitude for legal research and writing, as she has been consistently tasked with drafting pleadings, motions, briefs, memorandum, and other legal documents for senior and supervising counsel. Regarding the RFP, Ms. Murray will work on all general matters related to the litigation.

Resumes for those attorneys named herein are attached as *Appendix A.* Additional members of our team, those not specifically named, consist of highly experienced and skilled administrators, paralegals, legal assistants, and experts—all of which stand ready to aid in the counsel and representation of the State of Arizona.[1]

## IV. REFERENCE

Nachawati Law Group represents the State of New Mexico in talc litigation against Johnson & Johnson. The following individual may be contacted as a reference:

[1] If needed, further information regarding any of Fear's Nachawati's employees and their experience may be provided upon request.



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**Cholla Khoury**
Director, Consumer & Environmental Protection Division
Office of the Attorney General
408 Galisteo Street
PO Drawer 1508
Santa Fe, NM 87504-1508
Phone: (505) 490-4060
Email: ckhoury@nmag.gov

## V. SUMMARY OF PROPOSED SERVICES

As exhibited throughout this response to the State of Arizona's RFP, our team has significant experience and success in representing public clients. This includes aiding in their pre-litigation investigations, in handling the ensuing litigation, and in securing mediation and settlements. With this level of skill and experience in mind, Nachawati Law Group proposes to provide the following services to the State of Arizona:

**Superior counsel and representation in litigation, mediation, settlement, and other matters.** Given our team's diverse set of skills, experience, and resources, Nachawati Law Group is able to offer the State of Arizona effective and favorable counsel. Nachawati Law Group has at its disposal all the tools necessary to provide the State of Arizona with successful representation in any litigation, mediation, and settlement. Members of our team are familiar with both federal and state litigation and mediation, historically procuring nine and ten-figure settlements and verdicts. Due to our history and success in trial and settlement, Nachawati Law Group has the financial resources to fund litigation for as long as may be required by the State of Arizona.

**Fruitful discovery with minimal burden.** Our team is aware that discovery may be a source of consternation for public entities, particularly in light of the demands that it can place on their time and resources and concerns surrounding confidential information. We intend to collaborate with the State of Arizona to minimize this potential burden as much as possible. Thus, we would carefully plead any lawsuit in a manner to eliminate unnecessary discovery. We will



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assist the State of Arizona in the review of documents for relevancy, data classification, and privilege. We anticipate working with one or more outside e-discovery vendors to further ease the burden of discovery and to ensure the procurement of critical evidence in an efficient manner. Our team has access to state-of-the-art document management systems and discovery vendors alike, better enabling us to assist with the voluminous and complex discovery expected in litigation.

**Experienced expert and witness consultants ranging an array of disciplines.** Members of our team have worked for years on MDL science committees, have backgrounds in science, and are highly experienced in working with scientific and other professional experts. We have access to and can finance the retention of the best scientific experts and consultants as deemed necessary including toxicologists, epidemiologists, engineers, chemists, and hydrologists. As such, our team can bring on board a team of nationally renowned experts and consultants to assist with various environmental and legal matters, including those set forth in the RFP. Members of our team would then coordinate and manage all experts to ensure success in any matters deemed necessary by the State of Arizona.

**Top-quality legal research, analysis, and work product.** Our team understands the importance of providing careful legal research, analysis, and work products to our clients. Fears Nachawati is prepared and offers to produce a top-quality service to the State of Arizona regarding the research and analysis of those matters set forth in the RFP (as well as for any other matters deemed necessary). Whether it be memorandum, pleadings, discovery documents, briefs, motions, or any of the required filings, our team will submit these documents to the City and LADWP with ample time for review and collaboration. Ultimately, our team stands ready to resolve any issues and answer any questions posed to us by the State of Arizona diligently and collaboratively.

**Consistent communication and collaboration.** Firmly believing that consistent communication and collaboration is essential to succeed in the counsel and representation of our clients, we propose that our relationship with the State of Arizona be one involving such coordination. While we will take our cues from the State of Arizona on the preferred methods of communication, we strongly advise holding regularly scheduled meetings to discuss strategies, provide updates, and receive feedback relating to ongoing work. These meetings will fit our client's busy schedules and can be facilitated by in-person discussions or conference calls (whether



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by telephone, Zoom, or another preferred platform). Aside from our routine meetings, Fears Nachawati will be available at all hours of the day and week to answer any questions, resolve any issues, and meet any deadlines as the State of Arizona deems necessary. The State of Arizona will be provided with our team's best contact information, ensuring prompt responses to all inquiries, messages, and calls.

**Prompt identification of and commitment to the goals set forth by client.** Our team would expect to begin its services by first ascertaining the goals of the State of Arizona regarding the various matters asserted in the RFP. We will aim to identify and become familiar with any work already undertaken by the State of Arizona in relation to these matters. Our team would then build upon this work to further achieve the goals set forth by the State of Arizona. Nachawati Law Group understands that the State of Arizona and their respective staff will be the decisionmakers on all important aspects of the services provided by this team in relation to the RFP.

**Incomparable services at competitive costs.** Regarding matters of litigation, we are accustomed to working under a contingent fee relationship, and we are capable of bearing the costs of the litigation to the end. As such, our team will bear the financial risk of the litigation and other legal matters. For instance, if our firm is not successful in litigation, the State of Arizona shall not be responsible for any of the expenses associated with that litigation. Importantly, we are willing to negotiate our proposal as to both contingent and non-contingent fees and are open to alternative structures.

For those services both listed and not explicitly listed herein, but deemed necessary by the State of Arizona, Nachawati Law Group respectfully reserves the right to further discuss and negotiate the appointment and performance of such services.

## VI. METHODOLOGY AND SAMPLE TIMELINE

In litigation matters, the investigative and litigation teams will be led primarily by Nachawati Law Group attorneys Majed Nachawati, John Raggio, Gale Pearson, and Ann Saucer. Other attorneys on the team would work under their direction to handle the rigors of offensive and defensive discovery, anticipating and preparing for requests in advance when possible to minimize the burdens on the State. Our firm proposes to coordinate with the AGO through regularly



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scheduled conference calls. Our firm has in place well-defined protocols for managing large, complex lawsuits, including detailed task lists, checklists, and similar administrative processes. More pressing day-to-day communications, document review, and approvals could be handled by phone or email. In its current representation of Utah and New Mexico, holds bimonthly conference calls with the AGOs. Any appellate projects would be coordinated by Ann Saucer and completed with the assistance of other appellate attorneys on the team.

As we are proposing representation on a number of different matters, this timeline may need to be adjusted. A general timeline for any anticipated litigation is as follows:

- 45 days from retention, Nachawati Law Group will review and assess all data and information in the State's files and meet with and interview key state personnel.
- 45 days from completion of the review of information, Nachawati Law Firm will present an investigative plan to the AGO on any other information or documents needed before a recommendation can be made to the AGO as it relates to potential litigation.
- 45-120 days from the AGO's sign-off on the investigative plan, Nachawati Law Group will conduct any remaining fact-gathering and make a recommendation to the Attorney General as it relates to any litigation. (Note: This timeline is subject to the cooperation of the PBMs and third parties that hold the data. The responsiveness of those parties in producing information and data will impact the timeline for the investigative phase).
- 30 days after a decision by the Attorney General to file any lawsuit, Nachawati Law Firm will present a file-ready complaint to him for review and consideration.
- In any litigation, Nachawati Law Firm will advocate for a streamlined case management order to ensure that the case moves forward expeditiously.

## VII. COST PROPOSAL

Nachawati Law Group generally works on a **contingency fee** basis for matters involving litigation. All costs are proposed to be advanced by Fears Nachawati and offset by any recovery by the State of Arizona. Our firm will not recover any of the expenses or out-of-pocket costs unless



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there is a recovery by the State of Arizona. We propose the following maximum contingency fee, not including reasonable costs and expenses:

25% of the client's damages up to $10 million;

20% of the client's damages up to $15 million;

15% of the client's damages between $15 and $20 million;

10% of the client's damages between $20 and $25 million; and

5% of the client's damages over $25 million.

For all **non-contingency costs**, time will be billed hourly in 0.1 increments and rates will vary depending on the experience level of the attorneys involved:

Partners, Senior Attorneys, and Managing Attorneys: $500 per hour

Associate Attorneys: $350 per hour

Paralegals and Legal Assistants: $150 per hour

The hourly rates are for broad legal work only. Reimbursable costs could be expert witness fees, electronic storage of discovery materials, court reporter fees for depositions, mediation fees, costs to obtain records assessed by the records custodian. Qualified expense reimbursement requests will be submitted each month as incurred.

Please note that for our proposed fees and fee agreements, to the extent permissible under applicable RFP requirements, Fears Nachawati respectfully reserves the right to further discuss and negotiate these terms. With that in mind, we stand ready to enter a customary written outside counsel agreement. Once an agreement has been reached between our firm and the State of Arizona, our team will work with the State to create an appropriate and agreeable timetable for the completion of those goals related to the RFP.

## VIII. CONCLUSION

Once more, on behalf of Nachawati Law Group, we thank you for the opportunity to present this response to the State of Arizona's RFP. Given our team's unparalleled combination of



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skills, experience, and available resources, we are confident in our abilities to provide superior services than that of our competitors and at competitive costs.

Our services will include all of those listed in the "*Summary of Proposed Services*" section of this response, as we firmly believe that all of these are essential to succeed in the goals set forth by the State of Arizona in the terms of their RFP. Notably, however, this list of services is not intended to be exhaustive. We sincerely look forward to the prospect of soon working with the State of Arizona.



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| | | |
|---|---|---|
| | **AG23-0009**<br>**OFFER AND ACCEPTANCE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>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.

| | | | | |
|---|---|---|---|---|
| Nachawati Law Group | | | | |
| **Firm Name** | | | **Signature of Person Authorized to Sign Offer** | |
| 5489 Blair Rd. | | | John Raggio | |
| **Company Address** | | | **Printed Name** | |
| Dallas | TX | 75231 | Partner/General Counsel | |
| **City** | **State** | **Zip** | **Title** | |
| jraggio@ntrial.com | | | (214) 461-6184 | (214) 890-0712 |
| **Contact Email Address** | | | **Contract 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.: | AG23-0009-010 | | | | | |
| The effective date of the Contract is: | January 1, 2023 | | | | | |
| **STATE OF ARIZONA**<br>**OFFICE OF THE ATTORNEY GENERAL** | Awarded this | 6th | Day of | January | , | 2023 |
| | | | | | | |
| | Cindy Palmer, Procurement Manager | | | | | |

| | | |
|---|---|---|
| | **AG23-0009**<br>**BUSINESS QUESTIONNAIRE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

## Counsel Information

| | | | | |
|---|---|---|---|---|
| Nachawati Law Group | | | | 2006 |
| **Firm Name** | | | | **Year Firm was Established** |
| 5489 Blair Rd. | | | | |
| **Firm Address** | | | | |
| Dallas | TX | 75231 | (214) 890-0711 | (214) 890-0712 |
| **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:

| | | | |
|---|---|---|---|
| John Raggio | Partner/General Counsel | (214) 890-0711 | JRaggio@ntrial.com |
| **Name** | **Title** | **Phone Number** | **Email Address** |
| Gale Pearson | Sr. Attorney | (214) 890-0711 | GPearson@ntrial.com |
| **Name** | **Title** | **Phone Number** | **Email Address** |

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

| | | | | |
|---|---|---|---|---|
| 6 | 18 | 18 | 25 | 1 |
| **Partners** | **Of Counsel** | **Associate** | **Paralegal/Legal Asst** | **Law Clerks** |
| 33 | | | | 83 |
| **Other:** | | **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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| | **AG23-0009**<br>**CONFLICTS OF INTEREST QUESTIONNAIRE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

## Conflicts of Interest:

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

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

**No "Blanket" waiver requests will be considered. Check none below, if no conflict of interest exists.** ☑ **None**

## Specific Case/Matter Information:

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

| Court or Case Name | Court or Case Number | Date Began | Date Ended |
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| | **AG23-0009**<br>**CONFLICTS OF INTEREST QUESTIONNAIRE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

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

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

| Court or Case Name | Court or Case Number | Date Began | Date Ended |
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| | **AG23-0009**<br>**BAR COMPLAINT/MALPRACTICE QUESTIONNAIRE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>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**<br>**RATE SCHEDULE**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

## Rate Schedule

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

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

**Hourly Rate Schedule**

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

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

| | | |
|---|---|---|
| | **AG23-0009**<br>**QUALIFICATIONS OF KEY PERSONNEL**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>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.

| | | |
|---|---|---|
| John Raggio | Partner/General Counsel | |
| **Name of Individual** | **Title** | |
| Managing Attorney | Public Entity Representation, Consumer Protection Mass Torts | |
| **Proposed Project Role** | **Area(s) of Expertise** | |
| #24041739 | Texas | 2003 |
| **Bar Registration No.** | **State of Issue** | **Year** |
| #63388 | Missouri | 2010 |
| **Bar Registration No.** | **State of Issue** | **Year** |
| South Texas College of Law Houston | JD | 2003 |
| **Education** | **Degree** | **Year** |
| | | |
| **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.**

John Raggio, partner and general counsel, currently represents governmental entities in litigation targeting the deceptive marketing and over prescribing practices of opioid suppliers. Mr. Raggio's experience demonstrates the exact level of dedication, skills, and success necessary to counsel and represent the State.

| | | |
|---|---|---|
| | **AG23-0009**<br>**QUALIFICATIONS OF KEY PERSONNEL**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>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.

| | | |
|---|---|---|
| Gale D. Pearson | Senior Attorney | |
| **Name of Individual** | **Title** | |
| Senior Counsel | Consumer Protection, Environmental Law | |
| **Proposed Project Role** | **Area(s) of Expertise** | |
| 0244673 | Minnesota | 1994 |
| **Bar Registration No.** | **State of Issue** | **Year** |
| | | |
| **Bar Registration No.** | **State of Issue** | **Year** |
| Loyola Law School - Los Angeles | JD | 1993 |
| **Education** | **Degree** | **Year** |
| | | |
| **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.**

Gale D. Pearson, senior counsel, is often considered by others as being a pioneer in the way of environmental litigation. Notably, Ms. Pearson filed one of the first PFAS lawsuits in the country—the first case filed against corporate 3M for its production of PFAS in certain products— in 2004, more than fifteen (15) years ago. Paulson, et al. v. 3M Co., No. 82-C2-04-6309 (D. Minn.) (originally filed as Palmer v. 3M Co.). In April of 2019, Ms. Pearson was appointed to the "Plaintiffs' Steering Committee" for In re Aqueous Film-Forming Foams Products Liability Litigation MDL No. 2873 (D.S.C.). Ms. Pearson continues to serve on several different committees in that litigation. Additionally, Ms. Pearson participates in regular meetings before Minnesota state agencies to discuss the allocation of hundreds of millions of dollars in settlement monies to eliminate PFAS from Minnesota's natural resources.

Ms. Pearson's contribution in serving the public good extends far beyond her experience in environmental litigation, however, and has resulted in her appointment to multiple leadership roles. For instance, Ms. Pearson was lead counsel in a Minnesota consumer fraud class action against the manufacturers of several large tobacco companies, including a certified class action against Philip Morris and its parent company. Curtis, et al. v. Altria Group, Inc., (FKA Philip Morris) et al., No. 27-CV-01-18042 (4th Jud. Dist., Minn.). Ms. Pearson served as lead trial counsel in a qui tam action representing the United States' interest against nursing homeowners for their treatment of their residents. United States of America ex rel. Absher, et al. v. Momence Meadows Nursing Center, Inc., No. 13-1936 (C.D. Ill.) (jury found in favor of government, awarding $28.5 million), rev'd, 764 F.3d 699 (7th Cir. 2014). In 2006, she was appointed as plaintiff's liaison counsel in the "Minnesota State Guidant Cases," and she was asked by colleagues to serve as plaintiff's liaison counsel in Minnesota State Medtronic consolidated cases. In re Guidant Implantable Defibrillators Products Liability Litigation, MDL No. 1708 (D. Minn.); In re Klevin v. Medtronic, Inc. et al., No. 27-CV-05015531. Ms. Pearson has also served on multiple other committees in a number of MDL cases.

Prior to attending law school, Ms. Pearson's background demonstrates strong academic and professional experience focusing on chemistry and scientific research. This background in working with complex scientific issues, along with her experience in mass tort and environmental litigation, renders Ms. Pearson an ideal candidate to counsel and represent the State — particularly for those matters asserted in the RFP. Concerning such matters, Ms. Pearson is expected to be engaged in day-to-day casework, discovery, strategy, and case development. She is also expected to manage our expert witness coordination and trial team.

| | | |
|---|---|---|
| | **AG23-0009**<br>**QUALIFICATIONS OF KEY PERSONNEL**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>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.

| | | |
|---|---|---|
| S. Ann Saucer | Partner | |
| **Name of Individual** | **Title** | |
| Drafting and Briefing Team Lead | Complex Litigation, Appellate Advocacy | |
| **Proposed Project Role** | **Area(s) of Expertise** | |
| #21368 | Louisiana | 1992 |
| **Bar Registration No.** | **State of Issue** | **Year** |
| #00797885 | Texas | 1996 |
| **Bar Registration No.** | **State of Issue** | **Year** |
| Loyola University School of Law | JD | 1991 |
| **Education** | **Degree** | **Year** |
| | | |
| **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.**

S. Ann Saucer, partner, centers her practice on successful trial and appellate advocacy and briefing in complex litigation. For example, Ms. Saucer has authored and won oppositions to motions to dismiss in City of Greenville, Ill. v. Syngenta Crop Protection, Inc., a case in which the community water systems of six different states brought suit for atrazine contamination. City of Greenville, Ill. v. Syngenta Crop Protection, Inc., No. 3:10-cv-188-JPG (S.D. Ill.). As noted earlier, Ms. Saucer worked with Mr. Nachawati to author an article highlighting the current water contamination crisis impacting our nation: PFAS Water Contamination Litigation: The Fight for Safe Drinking Water (May 2019). Furthermore, Ms. Saucer was a key author of the 2017 petition to the Judicial Panel on Multidistrict Litigation that requested creation of the "National Prescription Opiate Litigation MDL." Significantly, Ms. Saucer's aptitude in briefing and advocacy has led her to accumulate several leadership roles. For instance, Ms. Saucer served as co-chair for the "Plaintiffs' Briefing Committee" in the 2018 case In re National Prescription Opiate Litigation. In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio).

Ms. Saucer has spent more than twenty-five (25) years successfully analyzing, briefing, and arguing complex legal issues on the trial and appellate levels of judicial advocacy—experience of which best prepares her to counsel and represent the State. Concerning the matters asserted in State's attachment here, Ms. Saucer is expected to engage in motion and appellate practice.

| | | |
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| | **AG23-0009**<br>**REFERENCES**<br>**ATTACHMENT I** | **Arizona Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

## References

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

**Reference #1**

| | |
|---|---|
| **Company:** | State of New Mexico Attorney General's Office |
| **Contact:** | Cholla Khoury |
| **Street Address:** | 201 3rd St. NW, #300 |
| **City, State, Zip:** | Albuquerque, New Mexico 87102 |
| **Telephone #:** | |
| **E-Mail:** | ckhoury@nmag.gov |
| **Service Provided:** | Nachawati Law Group is representing the state in four cases against IVC manufacturers as well as a case against J&J for talcum powder consumer protection concerns. |

**Reference #2**

| | |
|---|---|
| **Company:** | City of Albuquerque |
| **Contact:** | Kinzer Jackson |
| **Street Address:** | 400 Marquette Ave. NW |
| **City, State, Zip:** | Albuquerque, NM 87102 |
| **Telephone #:** | (505) 452-5200 |
| **E-Mail:** | kjackson@cabq.gov |
| **Service Provided:** | Nachawati Law Group represents the city in the Opioid Litigation matter. |

**Reference #3**

| | |
|---|---|
| **Company:** | City of Mountain Lake Park |
| **Contact:** | William Rudd |
| **Street Address:** | 1007 Allegany Dr. |
| **City, State, Zip:** | Mountain Lake Park, MD 21550 |
| **Telephone #:** | (301) 724-7400 |
| **E-Mail:** | wmrudd@atlanticbbn.net |
| **Service Provided:** | Nachawati Law Group represents the city in both Opioid Litigation matters as as well as their case in the AFFF MDL. |

## 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":**

| | |
|---|---|
| ☑ | 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:<br>1. Is a formula, pattern, compilation, program, device, method, technique or process;<br>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<br>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.

| | |
|---|---|
| Nachawati Law Group | |
| Company name | Signature of person authorized to sign |
| 5489 Blair Rd. | John W. Raggio, Partner/General Counsel |
| Address | Printed name and title |
| Dallas, TX 75231 | jraggio@ntrial.com 214-461-6184 |
| City, State, ZIP | Contact email address Contact phone number |

## Attachment: Confidential Information Designation (for reference only)

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

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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**<br>**Solicitation No. BPM004964**<br>**Outside Counsel - Consumer Fraud** | **State of Arizona**<br>**Office of the Attorney General**<br>2005 N Central Avenue<br>Phoenix, AZ 85004 |

## Boycott of Israel Disclosure

**Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> 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 <u>not</u> 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 **<u>does not</u>** 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 **<u>does</u>** 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.

| | |
|---|---|
| Nachawati Law Group | |
| Company name | Signature of person authorized to sign |
| 5489 Blair Rd. | John Raggio, Partner/General Counsel |
| Address | Printed name and title |
| Dallas, TX 75231 | jraggio@ntrial.com 214-461-6184 |
| City State Zip | Email address Phone number |

# Forced Labor of Ethnic Uyghurs Ban

**Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> 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 **<u>does not</u>** 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 **<u>does</u>** 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.

| | |
|---|---|
| Nachawati Law Group | |
| Company Name | Signature of person authorized to sign |
| 5489 Blair Rd. | John Raggio |
| Address | Printed name and title |
| Dallas, TX 75231 | jraggio@ntrial.com (214) 890-0711 |
| City, State, ZIP | Contact email address Contact phone number |

# Appendix A

# MAJED NACHAWATI

FEARS NACHAWATI
LAW FIRM

Founding Partner

214.461.6170 phone • 214.890.0712 fax
mn@fnlawfirm.com • www.fnlawfirm.com

Majed Nachawati is a co-founding partner of Fears | Nachawati Law Firm and is heavily involved in the law firm's mass tort and public client practices. Majed currently serves on the Plaintiff's Steering Committee in *In re Texas Opioid Litigation*, No. 18-0358. In addition to his work on the Plaintiff's Steering Committee, Majed leads the firm in representing the State of Utah as well as more than 50 counties, cities, and hospital districts in Texas, North Dakota, New Mexico, Kentucky, Maryland, Florida, and Mississippi in the opioid litigation. Contemporarily, he serves as Co-liaison in Paraquat cases, JCCP 5031, pending before the Honorable Judge Edward G. Weil as well as serves in his appointment to the Tort Claimants' Committee in the Chapter 11 Bankruptcy of Johnson & Johnson subsidiary, LTL Management, pending before the Honorable Judge Michael Kaplan. Previously, he served as Interim Co-Lead Class Counsel in the Dreyer's Grand Ice Cream litigation in the Northern District of California, Nos. 3:11-cv-2910-EMC and 4:11-cv-3164-EMC.

Majed has led the firm developing a strong mass tort and class action practice. The firm has held leadership positions in the Bard Hernia Mesh MDL, the Bard IVC Filter MDL, the Cook IVC Filter MDL, the Cordis IVC Filter MDL, and the Paragard IUD MDL. In addition to filing one of the first class actions against Dreyer's Ice Cream for false advertising, the firm filed the first class action in the nation against Midstream Media for privacy violations arising from an invasive computer tracking technology known as "history sniffing," one of the first class actions against Apple for privacy violations arising from tracking of consumers on their iPhones, and one of the first known consumer class actions against Loreal arising from the company's failure to warn consumers about the flammability of a particular hair care product.

Under Majed's leadership, the firm provided onsite trial briefing support for a three-week Cook IVC filter trial and was part of the team that received a $3 million design defect verdict—the first in the country against an IVC filter manufacturer. In 2018, the firm tried a case against the perpetrators of a murder-for-hire scheme involving millions of dollars in life insurance and

## PRACTICE AREAS:

Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D. University of Houston Law School, 2003
B.A. Southern Methodist University

## LICENSED IN:

Texas
Arkansas
New Mexico
District of Columbia

## ADMITTED TO PRACTICE BEFORE:

U.S. Supreme Court
U.S. Court of Appeals for the Federal Circuit
U.S. District Court for the Eastern District of Texas
U.S. District Court for the Northern District of Texas
U.S. District Court for the Southern District of Texas
U.S. District Court of Colorado

obtained a verdict of approximately $166 million.

The son of a first-generation Middle Eastern immigrant father and a Hispanic mother, Majed did not grow up in a life of privilege. He discovered the law as a way to make a difference in his own life and in the lives of his clients. He began his legal career as a two-year judicial law clerk with the Thirteenth Court of Appeals of Texas. Majed works tirelessly to build the relationships and do the work that will create change. He sees practicing law as a calling—not just a career.

Majed has served on the State Bar of Texas Committee on Professionalism and was the District Chairman for the Grievance Committee for the State Bar of Texas, District 6. He has also served as a Committee Member for The Dallas Bar Association's Legal Ethics Committee and Lawyer Referral Service Committee. Majed also serves as member of the Board of Directors of Public Justice and the Board of Directors for the Texas Trial Lawyers Association, is an appointed member of The William 'Mac" Taylor American Inn of Court, and is a former member of the State Bar of Texas Committee for Diversity in the Profession.

Majed also serves as a mentor to law students at the University of North Texas School of Law. He has sponsored the Junior League of Dallas, the Attorneys Helping the Community 5K, Feed My Starving Children, the Texas Crime Victims Compensation Fund, and the Lone Star Race Benefiting Children with Disabilities. Through the law firm, he has also participated in relief efforts to address natural disasters, including Humanitarian Relief for Families Affected by Hurricane Harvey, and volunteered with DFW Detained.

When he can get away from the law, he spends his time with his wife Alma and their two young children.

## RECOGNITIONS:

- D Magazine Best Lawyers in Dallas for Mass Torts 2014-2015, 2018-2021
- Texas Lawyer Super Lawyer 2015-2021
- Texas Lawyer Rising Star 2010-2015

## PROFESSIONAL SERVICE:

- State Bar of Texas, Committee on Professionalism, 2019-2022
- State Bar of Texas, Committee on Diversity in the Profession, 2006-2009
- State Bar of Texas, Grievance Committee, District 6, District Chairman, 2018-2019, Member, 2013-2019
- Dallas Bar Association, Legal Ethics Committee, 2017-2019
- Dallas Bar Association, Publications Committee, 2020
- Dallas Bar Association, Lawyer Referral Service Committee, 2017-2019
- Public Justice, Board Member, 2015-2021
- Texas Trial Lawyers Association, Board Member, 2016-2021

## ASSOCIATIONS:

- Texas Trial Lawyers Association
- Member of Texas Trial Lawyers Association PAC
- American Association for Justice
- Leaders Forum of American Association for Justice PAC

- Public Justice
- American Bar Association
- Dallas Bar Association
- Dallas Trial Lawyers Association
- Dallas Hispanic Bar Association
- Hispanic National Bar Association

## PRESENTATIONS:

- Taxotere Litigation Update, Mass Tort Nexus, 2018
- Ethics and Mass Torts, Masters of Mass Tort, 2018
- Building a Case Against a Distributor: Federal Duties, Responding to the Opioid Crisis, American Association for Justice Winter Convention, 2018
- Conflicts of Interest and Ethical Considerations when Representing Clients in the Opioid Litigation, American Association for Justice Rapid Response Opioid Litigation Conference, 2017
- Case Selection Criteria, HarrisMartin Publishing National Opioid Litigation Conference, 2017
- Update on Transvaginal Mesh Litigation, American Association for Justice Convention, 2014
- Transvaginal Mesh Litigation—Recent Developments and Overall Status of Litigation, American Association for Justice Convention, 2013
- Conquering Negotiation and Settlement Strategies to Win Outside of Trial, American Association for Justice Winter Convention, 2013

## PUBLICATIONS:

- Majed Nachawati, Ethical Considerations of Mandated Employee Vaccinations, Headnotes (April 2021)
- Majed Nachawati and Misty Farris, Mandatory State Bars Likely To Remain Intact, For Now, Law360 (June 22, 2020)
- Majed Nachawati and S. Ann Saucer, PFAS Water Contamination Litigation: The Fight for Safe Drinking Water, Headnotes (May 2019).

# GALE D. PEARSON

## FEARS NACHAWATI

LAW FIRM

Senior Counsel

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Over her 28-year legal career, Gale Pearson has served in leadership roles in many private and multi-district mass tort litigations. On April 26, 2019, she was appointed to the Plaintiff's Steering Committee for the National Environmental Water Contamination Case involving PFAS contamination: *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, No. 18-2873. Her experience litigating PFAS water contamination cases began almost 15 years ago when Gale and a team of attorneys filed suit in state court against 3M at its corporate headquarters in Washington County, Minnesota, for environmental water contamination damages caused by its manufacturing and disposal practices of Perfluorochemicals (PFAS). The case resulted in a six-week trial, where the court found evidence that 3M acted with reckless disregard to the rights and safety of others. Shortly after that trial, the Minnesota Attorney General's office filed suit against 3M for "Damages to Minnesota's Natural Resources" based on documents discovered by Ms. Pearson's team. That case resulted in a $850 million settlement against 3M.

She also practices in the area of qui tam litigation, including serving as co-lead trial counsel against a nursing home owner alleging the nursing home provided worthless services to its residents. Ms. Pearson and her team took this "first of its kind" qui tam case to trial, obtaining a multi-million-dollar verdict against the owner of a Nursing Home in favor of her clients and the U.S. government. For this accomplishment, she was a nominated as a finalist for Public Justice's Trial Lawyer of the Year and a named Top 100 Trial Lawyer.

In 2003, Supreme Court Justice Stephen Breyer presented her the Outstanding Pro Bono Service Award for her work with the September 11th Victim Compensation Fund.

Ms. Pearson's skills go far beyond her legal degree, including undergraduate work in Laboratory Medicine, Physics and Chemistry, working as a Board-Certified Clinical Laboratory Scientist prior to law school. She is also a Certified Real Property Appraiser. Ms. Pearson is a frequent lecturer on complex litigation, water contamination and scientific legal topics.

### PRACTICE AREAS:

Public Client Litigation
Water Contamination
Environmental Contamination

### EDUCATION:

J.D. Loyola Law School, Los Angeles, 1993
B.A. California University, Northridge, 1985

### LICENSED IN:

Minnesota

### ADMITTED TO PRACTICE BEFORE:

U.S. Supreme Court
U.S. Court of Appeals for the Seventh Circuit
U.S. Court of Appeals for the Eighth Circuit
U.S. District Court for the Central District of Illinois
U.S. District Court for the District of Minnesota

### ASSOCIATIONS:

American Association for Justice
Public Justice, Board Member
American Bar Association
Minnesota State Bar Association
Hennepin County Bar Association
Minnesota Association for Justice
Minnesota Women Trial Lawyers Association

## RECOGNITIONS:

- Minnesota Super Lawyers, 2015 - Present
- Minnesota Top Women Attorneys
- Martindale-Hubble AV® Preeminent rating™
- 2014, Top 100 Trial Lawyers, The National Trial Lawyers
- 2014, Top 100 Verdicts for 2013
- Named to Million Dollar Advocates Forum
- 2013 Nominee, Public Justice Trial Lawyer of the Year
- Outstanding Trial Lawyer, Wyoming Trial Lawyers Association
- Outstanding Pro-Bono Service to Victims of 911, Recognized by Justice Stephen Breyer and Trial Lawyer's Care, 2003
- Consumer Attorneys of California, Award: "Valuable Contributions in the Field for Continuing Legal Education and the Improvement of the Administration of Justice"

## PRESENTATIONS:

- Women's Violence in the Work Place symposium: "Violence in the Workplace-Employer's liability"
- Women Against Silicone Poisoning Seminar: "Silicone Breast Implants: the Science and the Law."
- Chicago, Illinois, ATLA Summer Seminar: "Evidentiary Issues of Phen-Fen Induced Valvular Heart Disease."
- New Orleans, Louisiana; ATLA mid-winter Seminar: "Statute of Limitations-A Minnesota Exception."
- Alexandria, Minnesota, Minnesota Trial Lawyers Association, Summer Convention: "Epidemiology and Daubert."
- Minneapolis, Minnesota, Minnesota Trial Lawyers Association: "Ethics and Elimination of Bias."
- Minneapolis, Minnesota, Minnesota Trial Lawyers Association: "Federal Officer Removal Statute;"
- Phoenix, Arizona, ATLA Summer Seminar, "Whom to Sue and where in PPA Litigation"
- Alexandria, Minnesota, "Should You Take a Tobacco Case?"
- New Orleans, Louisiana, Mealey's Propulsid Seminar. "Can your Propulsid Case Survive a Daubert Challenge?"
- Seattle, Washington, "Driving a Truck Through the Defendant's Claim of Safety and Efficacy in Clinical Trials"
- Bismarck, South Dakota, "Medicare Secondary Payor Act, Compliance Under the New Statute."
- Alexandra, Minnesota, "Medicare Secondary Payor Act and the Medicare Reporting Act, Contrasted and Made Simple."
- New Orleans, Louisiana, San Diego, California, "Cardiotoxicity of Dextroproposyphene and Propoxyphene, Darvon, Another 70's Fad You Will Regret."
- St. Paul, Minnesota, Minnesota State Bar Association: "Litigating with Epidemiological Evidence"
- Duluth, Minnesota, Minnesota Association for Justice: "Trial Strategies in Federal Court."
- Washington D.C., "The Use of Expert Witnesses in a Qui Tam Trial"
- "A Quick Primer on the Cause of Hospital Acquired Infections."

- Minneapolis, Minnesota, Minnesota State Bar Association, “Generic Drugs and Recent Preemption Decisions,” American Association of Justice, San Francisco, California.
- “Preemption and Medical Devices, a Plaintiff’s Perspective,” Minnesota State Bar Association, Minneapolis, Minn.
- San Francisco, California, “Minnesota’s Qui Tam Statute, Where’s the Teeth?”
- “Evidentiary Issues of Valvular Heart Disease”, ATLA, Mealey’s.
- “In the Minds of the Defendant: Defending a Daubert Challenge”, Mealey’s.
- “Establishing Damages in a Drug Case”, Mealey’s.
- “Can this Statute of Limitations be Saved”, November 2001, California Forum Trial Magazine
- “Driving a Truck Through the Defendant’s Claim of Safety and Efficacy in Clinical Trials” July 2006, ATLA.
- “Medicare Secondary Payor Act, Protocol under the New Statute”, 2010, Minnesota Association for Justice.
- “Cardiotoxicity of Dextropropoxyphene and Propoxyphene”, 2011, Harris Martin Conferences, New Orleans, San Diego.
- “A Primer on the Use of Qui Tam in a Nursing Home Case.” Minnesota Association for Justice, 2012.
- “Current Science and Regulatory Considerations in Contaminated Steroid Litigation”, American Association for Justice, January 25, 2013.
- “Federal Court Do’s and Don’ts Panel”, Minnesota Association for Justice, February 22, 2012, Duluth, MN.
- “Preparing for a Qui Tam Jury Trial”, Taxpayers Against Fraud (TAF), October 24, 2013, Washington, DC.
- “Power Morcellator Litigation Webinar”, American Association for Justice, February 11, 2015, Webinar.
- “Theories of Liability, Benicar”, Mass Torts Made Perfect, April 15, 2015.
- “Boot Camp for Plaintiff’s Attorneys, Mass Tort Med School” HB Conference May 7, 2015
- “Reviewing Your Cases on Intake Under the False Claims Act”, American Association for Justice, July 11, 2015, Montreal, Canada.
- “Novel Theories of Liability for Third Parties” HarrisMartin’s National Opioid Litigation Conference, October 3, 2017, Chicago, Ill
- “Respecting Our Resources,” Wisconsin PEO Women’s Group, February 5, 2018, Eau Claire, Wisconsin.
- “Trial Lawyer Medical School: Minnesota Association for Justice, April 13, 2018, Minneapolis, MN.
- “Litigation Update, Taxotere” Mass Tort Medical School HB Conferences, May 10, 2018, New York, New York.
- “Overcoming Preemption Challenges,” HarrisMartin’s “Bet the Company Litigation”, May 30, 2018, Chicago, Ill.
- “Surviving Preemption Challenges,” HarrisMartin’s Women’s Issues in Litigation Conference, October 25, 2018 Santa Monica, CA.
- “Tools to Stop Sex Traffickers,” HarrisMartin, November 27, 2018.
- “Water Contamination,” HarrisMartin’s January 30, 2019 Conference, Miami, Florida.

- “Water Contamination”, Archer, February 27-28, 2019, Cancun, Mexico.
- Co-Chair, PFAS Water Contamination Conference, HarrisMartin, October 31, 2019, Miami, Florida.
- “Ethical Concerns in Settlement Language,” American Association for Justice, July 15, 2020.
- “Science, Liability, and History of PFAS Water Cases,” Co-Chair, HarrisMartin Water Contamination Litigation Webinar Series, July 16, 2020.

## PUBLICATIONS:

- “Unlearning the Costly Lessons of West,” Waco Tribune-Herald, December 7, 2019.
- “Bias in Clinical Trials,” Trial Magazine, September 2007.

# S. ANN SAUCER

## FEARS NACHAWATI
LAW FIRM

Partner

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asaucer@fnlawfirm.com • www.fnlawfirm.com

Ann Saucer is a litigator with extensive experience in complex and multidistrict litigation, consumer protection, class actions, pharmaceutical litigation, and environmental and toxic torts.

Ann's practice focuses on appellate advocacy and briefing in complex litigation. A licensed attorney for over twenty-five years, Ann has won arguments before the United States Fifth Circuit Court of Appeals, the United States Ninth Circuit Court of Appeals, the Mississippi Supreme Court sitting En Banc, the Texas Court of Appeals, Dallas, and state and federal trial courts across the country.

Ann's federal MDL experience includes serving as a Co-Chair of the Plaintiffs' Briefing Committee in the *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), in 2018. Her opioid litigation experience precedes the formation of the MDL, and she was a key author of the 2017 petition to the Judicial Panel on Multidistrict Litigation requesting creation of the *National Prescription Opiate Litigation* MDL. Ms. Saucer also is working with leadership in the Texas opioid multidistrict litigation and recently spearheaded omnibus briefing in opposition to defendants' motion to dismiss. Ann was a key author of the federal court briefing defending the rights of Fen Phen victims when the American Home Products Corporation class action settlement was renegotiated. She was a keynote speaker at Fen Phen litigation seminars. She was an author of oppositions to motions to dismiss in *City of Greenville, Ill. v. Syngenta Crop Protection, Inc.*, a case in which community water systems from six different states brought suit for atrazine contamination of their water supplies. Ann has also spoken and published several articles on civil procedure.

Ann graduated first in her class from Loyola University School of Law, New Orleans, in 1991. After graduation Ann clerked for the Honorable Henry A. Politz, Chief Judge of the United States Fifth Circuit Court of Appeals, before joining a private practice in 1992. After working at an appellate boutique, she served as a shareholder at Silber Pearlman, P.C. and Baron & Budd, P.C.

### PRACTICE AREAS:
Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

### EDUCATION:
J.D., Loyola University School of Law, *summa cum laude*, 1991
B.S., University of New Orleans, 1985 (Chemistry)

### LICENSED IN:
Texas
Louisiana

### ADMITTED TO PRACTICE BEFORE:
U.S. Court of Appeals for the First Circuit
U.S. Court of Appeals for the Third Circuit
U.S. Court of Appeals for the Fifth Circuit
U.S. Court of Appeals for the Ninth Circuit
U. S. District Court for the Northern District of Texas
U. S. District Court for the Eastern District of Texas
U. S. District Court for the Eastern District of Louisiana
U. S. District Court for the Western District of Louisiana
U.S. District Court for the Southern District of Illinois
U.S. District Court for the Northern District of Ohio
U.S. District Court for the District of Arizona
U.S. District Court for the District of Massachusetts
U. S. District Court for the Eastern District of Michigan

Ann is a local theater critic and fan, as well as an avid reader and lover of libraries.

## NOTABLE CASES:

Argued before the Supreme Court of West Virginia in *West Virginia ex rel. Discover Fin. Servs., Inc. v. Nibert*, 744 S.E.2d 625 (W. Va. 2013), recognizing the attorney general's right to appoint and compensate special assistant attorneys general.

Argued before the Supreme Court of Mississippi sitting En Banc in *Fresenius Med. Care Holdings, Inc. v. Hood*, No. 2016-IA-01385-SCT, 2018 WL 4835175 (Miss. Oct. 4, 2018), allowing the plaintiff access to internal corporate documents erroneously claimed to be privileged.

Argued before the Louisiana Third Circuit Court of Appeal, and won a swift reversal of the trial court's dismissal of a case brought on behalf of the widow and children of a mesothelioma victim. Lee v. Am. Supply Co., 2018-893 (La. App. 3 Cir. Nov. 6, 2019).

In the United States Fifth Circuit Court of Appeals, argued on behalf of the State of Mississippi and won reversal of the trial court's judgment. *Hood ex rel. Miss. v. JP Morgan Chase & Co*., 737 F.3d 78 (5th Cir. 2013).

In the United States Ninth Circuit Court of Appeals, argued on behalf of the State of Hawaii and won reversal of the trial court's judgment. *State of Hawaii v. HSBC Bank Nevada, N.A.,* 761 F.3d 1027 (9th Cir. 2014).

Before the Texas Court of Appeals, Dallas, argued on behalf of a mesothelioma victim, and other plaintiffs injured by asbestos, and won reversal of the trial court's dismissal of the plaintiffs' cases. *Sewell v. Owens-Corning Fiberglass Corp.*, No. 05-97-1136-CV, 2000 Tex. App. LEXIS 5955 (Tex. App. – Dallas, Aug. 31, 2000).

In the United States District Court for the Southern District of West Virginia, argued on behalf of the State of West Virginia and won a favorable opinion in a complex case addressing procedural issues and banking regulations. *West Virginia ex rel. McGraw v. JPMorgan Chase & Co.,* 842 F. Supp. 2d 984 (S.D. W. Va. 2012).

## PUBLICATIONS:

- Co-Author, PFAS Water Contamination Litigation: The Fight for Safe Drinking Water, Headnotes (May 2019).
- Co-Author, Our Modern Epidemic, Trial (July 2018)
- Co-Author, All About Alternative Litigation Financing, 49:1 Trial 16 (January 2013).
- Author, Class Actions in the Fifth Circuit, 17 MISS. C.L. REV. 255 (1997).
- Co-Author, Revised Rule 11: Is it Safer? 15 MISS. C.L. REV. 271 (1995).
- Co-Author, Federal Jurisdiction and Procedure, 40 LOY. L. REV. 697 (1994).

- Co-Author, Federal Jurisdiction and Procedure, 39 LOY. L. REV. 497 (1993).
- Author, Federal Procedure Update, FIFTH CIRCUIT REPORTER, Quarterly articles published 1992 – 1997.
- Author, MBank Alamo National Association v. Raytheon Co.: A Strict Interpretation of Article Nine's Purchase Money Security Interest, 36, LOY. L. REV. 501 (1990).

## PRESENTATIONS:

- JUUL, E-Cigarettes, and Vaping Science: Defeating the Health Benefits Claim, HarrisMartin's MDL Conference (2019)
- Update on Fen-Phen Appeals, Mealey's Fen-Phen Litigation Conference (2003)
- Update on Fen-Phen Appeals, Williams/Petroff Fen-Phen Seminar (2003)
- Preserving Error for Appeal to the United States Fifth Circuit, Dallas Bar Association Labor Section (1998)
- 6th Annual Conference of State and Federal Appeals, University of Texas School of Law (1996)
- 11th Annual Fifth Circuit Appellate Practice and Advocacy Seminar, Fifth Circuit Bar (1996)
- 11th Annual Advanced Personal Injury Law Course, State Bar of Texas (1995)
- 10th Annual Fifth Circuit Appellate Practice and Advocacy Seminar, Fifth Circuit Bar (1995)

## HONORS:

- Top 100 Civil Plaintiff Trial Lawyers (National Trial Lawyers, 2017)

## ASSOCIATIONS:

- American Association for Justice
- Texas Trial Lawyers Association
- Dallas Bar Association
- Dallas Women's Bar Association

## CIVIC AND COMMUNITY SERVICE AND APPOINTMENTS:

- City of Dallas Municipal Library Board Member, November 2009 through November 2017.
- North East Texas Library System Advisory Council Member, September 1, 2007 through 2011.
- City of Dallas Municipal Library Board Member, served At-Large at the appointment of Mayor Laura Miller, February 2007 through December 2007.

# JOHN W. RAGGIO

FEARS NACHAWATI
LAW FIRM

Partner

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John serves as Fears | Nachawati's general legal counsel and also assists the firm's public entity and mass tort practice groups. His current practice includes representing government entities in litigation targeting the alleged deceptive marketing and overprescribing of highly addictive opioid painkillers. John is licensed to practice in multiple states across the country including Texas, Florida, California, and Missouri.

John attended Texas A&M University where he received his Bachelor's degree in Political Science. After college, he earned his Juris Doctor from South Texas College of Law in Houston, Texas. John lives in Dallas, Texas with his wife and two children.

## PRACTICE AREAS:

Public Client Representation
Water and Environmental Contamination
Opioid Litigation
Family Law Litigation
Criminal Defense
Debt Resolution Litigation

## EDUCATION:

South Texas College of Law, 2003
B.S. Texas A&M University, 2000

## LICENSED IN:

Texas
Florida
California
Missouri

## ADMITTED TO PRACTICE BEFORE:

U. S. District Court for the Eastern District of Texas
U. S. District Court for the Northern District of Texas
U. S. District Court for the Western District of Texas
U.S. District Court for the Southern District of Florida
U. S. District Court for the Northern District of California

# MICHAEL L. GORWITZ

FEARS NACHAWATI
LAW FIRM

Attorney

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mgorwitz@fnlawfirm.com • www.fnlawfirm.com

Michael Gorwitz joined the firm's appellate and motions section in 2020. The section handles substantive briefing and appellate matters across the law firm's practice areas in state and federal courts across the country.

Michael's experience working for appellate and trial courts have provided him valuable insight for his work at Fears Nachawati. Michael spent two years as a law clerk for the Minnesota Court of Appeals, and two years prior to that as a senior law clerk for a Minnesota district court. Before law school, he studied English literature, completing all but his dissertation toward a Ph.D. in the subject.

Michael's practice is focused on public client litigation and pharmaceutical and medical device litigation. He works on behalf of government entities in consumer protection and environmental litigation.

Michael also spent some time as a freelance production assistant for Warner Brothers, Fox Searchlight, and other motion picture companies, coordinating the needs of various departments and gaining exposure to this high pressure environment.

He is a freelance contributor of music criticism and sports writing and publisher of the sports and culture blog fieldsofplay.tumblr.com.

## PRACTICE AREAS:

Public Client Representation
Water & Environmental Contamination
Opioid Litigation
Pharmaceutical & Medical Device Litigation

## EDUCATION:

J.D. Brooklyn Law School, *cum laude*, 2016
Ph.D. candidate (ABD). University of Michigan (English Literature)
M.A. New York University, 2008
B.A. University of Wisconsin, *Phi Beta Kappa*, 2005 (English & Political Science)

## LICENSED IN:

Minnesota

# SARAH K. MURRAY

FEARS NACHAWATI
LAW FIRM

Attorney at Law

469.638.9541 • smurray@fnlawfirm.com • www.fnlawfirm.com

Sarah K. Murray joined Fears Nachawati's Mass Tort, Environmental, and Public Entity section in 2022. This section of the firm represents public and private entities who are dealing with critical environmental and water contamination issues related to irresponsible corporate practices.

Sarah's background and experience demonstrates a firm foundation for analyzing and understanding complex legal issues, particularly in the environmental arena, as well as an exceptionally strong work ethic and excellent legal research and writing skills.

Prior to beginning her career at Fears Nachawati, Sarah focused on environmental and natural resource law at Lewis & Clark Law School, where she took several valuable courses that remain relevant to her current practice—including water law, toxic torts, environmental litigation, environmental law, environmental mediation, and administrative law. During her time at Lewis & Clark, Sarah was an active member of the Animal Law Review. In addition, Sarah spent a semester as a law clerk for the Honorable Stacie F. Beckerman at Oregon's Federal District Court. Then, in the following semester, Sarah honed her environmental administrative experience working for Earthrise Legal Clinic.

Preceding law school, Sarah graduated from Tarleton State University, where she majored in Sustainability Studies and received dual minors in Sociology and Wildlife Management. While attending undergraduate university, Sarah participated in several environmental-focused organizations and study abroad programs, including those to South Africa, Cuba, and Portugal. Participating in these organizations and programs were a pivotal part of her decision to attend law school and pursue a career in environmental advocacy.

Sarah's current experience working in environmental and mass tort litigation at Fears Nachawati has served to enhance her valuable understanding of advocacy, civil litigation, and the immense problems associated with mass environmental contamination.

## PRACTICE AREAS:

Public Client Representation
Water & Environmental Contamination Litigation
Mass Tort Civil Litigation

## EDUCATION:

J.D. Lewis & Clark Law School, 2020
B.S. Tarleton State Universtiy, *Sigma Alpha Pi Honors*, 2016 (Major in Sustainability Studies; Dual Minors in Sociology and Wildlife Management)

## LICENSED IN:

Oregon

## ASSOCIATIONS:

Environmental Law Institute (ELI)
Multnomah Bar Association (MBA)
Oregon's Women Lawyers (OWLs)
American Association for Justice (AAJ)
Dallas Women in the Environment

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

## NOTICE

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

## OUTSIDE COUNSEL FIRMS AWARDED CONTRACTS ON AG18-0013 AND AG19-0030

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

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

## REQUIREMENTS

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

## OVERVIEW OF SERVICES

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

## INSTRUCTIONS FOR RESPONSE

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

## QUESTIONS REGARDING RFP

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

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

**SOLICITATION NUMBER: BPM004964**
**Project#: AG23-0009**

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

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

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

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

# 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

**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.

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

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

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.

## 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-

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.

#### 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.

**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

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

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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Outside Counsel or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Outside Counsel to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Outside Counsel from and against any and all claims. It is agreed that Outside Counsel will be responsible for primary loss

investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Outside Counsel agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Outside Counsel for the State of Arizona.

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

**2.15. Insurance Requirements**

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

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

**2.16. Minimum Scope and Limits of Insurance**

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

**2.16.1. Commercial General Liability (CGL) – Occurrence Form**

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

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

a. The policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Outside Counsel.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.

**2.16.2. Business Automobile Liability**

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Outside Counsel involving automobiles owned, hired and/or non-owned by the Outside Counsel.

b. Policy shall contain a waiver of subrogation endorsement as required by this written Agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.

**2.16.3. Workers' Compensation and Employers' Liability**

- Workers' Compensation — Statutory
- Employers' Liability
- Each Accident — $1,000,000
- Disease – Each Employee — $1,000,000
- Disease – Policy Limit — $1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.

b. This requirement shall not apply to each Outside Counsel or subcontractor that is exempt under A.R.S. § 23-901, and when such Outside Counsel or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**2.16.4. Professional Liability (Errors and Omissions Liability)**

- Each Claim — $2,000,000
- Annual Aggregate — $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Outside Counsel warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

**2.17. Additional Insurance Requirements**

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

**2.17.1.** The Outside Counsel's policies, as applicable, shall stipulate that the insurance afforded the Co Outside Counsel shall be primary and that any insurance carried by the AGO, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by

A.R.S. § 41-621 (E).

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

**2.18. Revision to Minimum Insurance Requirements**

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

**2.19. Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Outside Counsel's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Outside Counsel must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly by mail or hand delivery to: Office of the Arizona Attorney General, Procurement Section, 2005 N Central Ave, Phoenix, AZ 85004 or emailed to: procurement@azag.gov, or sent by facsimile transmission to Procurement at: 602-251-2285.

**2.20. Acceptability of Insurers**

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

**2.21. Verification of Coverage**

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

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

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

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

**2.22. Subcontractors**

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

**2.23. Approval and Modifications**

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

**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

## 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

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

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

**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: I**ndicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

**3.9.5.** **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**3.9.6.** **May** Indicates something that is not mandatory, but permissible.

**3.9.7.** **Notice to Proceed:** A written document authorizing the Outside Counsel to begin work under this contract (e.g. letter to Outside Counsel, Purchase Order, Assignment letter, etc.)

| | | |
|---|---|---|
| | **ADDENDUM I**<br>SOLICITATION NUMBER: BPM004964<br>PROJECT#: AG23-0009 | **State of Arizona**<br>**Office of the Attorney General**<br>2005 N Central Ave<br>Phoenix, AZ 85004 |

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

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

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

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

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

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

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

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

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

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.