




MARK BRNOVICH
ATTORNEY GENERAL

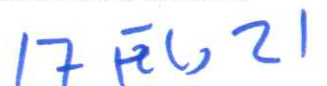
OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

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

This written determination is made by the Arizona Attorney General in accordance with A.R.S. § 41-4802. The Arizona Attorney General has determined that it would be cost effective and in the public interest to engage a private law firm to assist with the Office's litigation of potential Consumer Fraud Act violations in State of Arizona *ex rel.* Mark Brnovich, Attorney General v. Google LLC, No. CV2020-006219 (Maricopa County Superior Court). This litigation involves alleged deceptive and unfair acts and practices by Google relating to collection, storage, and use of consumers location data in connection with the sale or advertisement of merchandise. Pursuant to § 41-4802(B), the Attorney General previously issued a request for proposals and hereby selects Gallagher & Kennedy P.A., pursuant to the standard consumer protection contingency fee contract, AG18-0013. The Attorney General finds as follows.

1. There currently does not exist sufficient and appropriate legal and financial resources within the Attorney General's Office to handle the matter without at least some additional assistance, especially as the matter has proceeded to litigation and potential trial with the likely testimony of multiple expert witnesses on each side;
2. The time and labor required to perform the necessary legal tasks exceed the current capacity of the Attorney General's Office without additional assistance, especially as the matter has proceeded to litigation and potential trial;
3. Individual attorneys within the Attorney General's Office possess the skill necessary to properly oversee this matter, but given the novelty, complexity, and difficulty of the issues and the stakes of the litigation, the Office would greatly benefit from the expertise offered by Gallagher & Kennedy P.A.;
4. The geographic area where the private attorney services are to be provided is primarily in Arizona, although the conduct at issue involves in no small part other jurisdictions and will likely require significant out-of-state action;
5. The Attorney General has determined that the attorneys of Gallagher & Kennedy P.A. have substantial complex litigation experience in similar contexts, as well as extensive experience and familiarity with high stakes litigation, trial practice, and appellate litigation in the Arizona State Courts, where this matter is being litigated; and
6. The primary purpose of this agreement is to analyze and develop the pertinent evidence, investigate legal claims, enforce all statutory penalties available to the State, and obtain restitution for consumers, disgorgement, punitive damages (if applicable), costs of suit, attorneys' fees, and any other appropriate and available remedies and relief.


Mark Brnovich
Attorney General


Date



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

JOSEPH SCIARROTTA, JR.
Division Chief
(602) 542-7778
JOSEPH.SCIARROTTA@AZAG.GOV

February 17, 2021

Via U.S. Mail and E-Mail

Kevin D. Neal, Esq.
Gallagher & Kennedy P.A.
2575 E. Camelback Rd., Suite 1100
Phoenix, Arizona 85016
kevin.neal@gknet.com

Re: Outside Counsel Appointment in *State ex rel. Mark Brnovich, Attorney General v. Google LLC*, No. CV2020-006219 (Maricopa County Superior Court)

Dear Kevin:

Pursuant to the State of Arizona's contingency fee contract AG18-0013-008 with your firm, I write to appoint you and your firm as co-counsel in the above-captioned matter. The effective date of the appointment is February 16, 2021.

Your firm's representation will be to assist the Arizona Attorney General's Office in litigating this case and, if necessary, handling any post-trial matters and appeals. The complaint in the above-captioned matter alleges deceptive and unfair acts and practices by Google LLC related to the collection, storage, and use of consumer location data in connection with the sale or advertisement of merchandise. Your firm will assist the Attorney General's Office with analyzing and presenting the pertinent evidence and legal claims to enforce all statutory penalties available to the State, and obtain restitution for consumers, disgorgement, punitive damages (if applicable), costs of suit, attorneys' fees, and any other available remedies and relief, including but not limited to injunctive relief.

If there is any reason you cannot provide legal services in connection with this matter, please contact me immediately.

Your firm will act as co-counsel with Solicitor General Beau Roysden and Deputy Solicitor General Michael Catlett and they will direct the litigation. They also will be your points of contact regarding this litigation.

If you have any questions or concerns regarding this appointment, please do not hesitate to contact me.

Sincerely,

Joseph Sciarrotta, Jr.
Civil Litigation Division Chief

JS/mec

cc: Beau Roysden, SGO-SGO
Allyson Flanagan, EXO
Jerry Connolly, Procurement Manager, OPS-PRS



AG18-0013-008
OUTSIDE COUNSEL AGREEMENT
CONSUMER FRAUD AND RELATED CIVIL ACTIONS
AMENDMENT #5

State of Arizona
Office of the Attorney General
Procurement Section
2005 North Central Avenue
Phoenix, Arizona 85004

1. The purpose of this amendment is to update clause(s) in Outside Counsel Agreement – Consumer Fraud and Related Civil Actions (Contingency Fee Only) AG18-0013-008.

a. Scope of Work, Section 1:

i. Add additional language to Section 1.8.2.2, Compensation:

1. Old: 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.

2. New: 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. *In the event AGO determines, in its sole discretion, that there are funds available from a fund appropriated by the legislature that may be expended for the payment of expert witnesses and/or trial-related vendors, AGO may in its sole discretion reimburse some or all of such costs from such available funds prior to the conclusion of the litigation rather than waiting until the end of the litigation..*

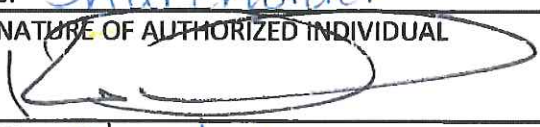
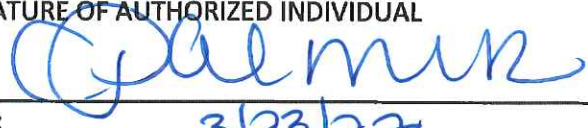
2. All other terms and conditions shall remain unchanged.


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



AG18-0013-008
OUTSIDE COUNSEL AGREEMENT
CONSUMER FRAUD AND RELATED CIVIL ACTIONS
AMENDMENT #5

State of Arizona
Office of the Attorney General
Procurement Section
2005 North Central Avenue
Phoenix, Arizona 85004

Gallagher & Kennedy	Arizona Office of the Attorney General
Name: <u>Kevin D. Neal</u>	Name: <u>Cindy Palmer</u>
Title: <u>Shareholder</u>	Title: <u>Procurement Manager</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
DATE: <u>3/23/22</u>	DATE: <u>3/23/22</u>

	AG18-0013 OFFER AND ACCEPTANCE ATTACHMENT I	Arizona Attorney General 1275 W. Washington Phoenix, AZ 85007-2926

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.


Gallagher & Kennedy				
Firm Name			Signature of Person Authorized to Sign Offer	
2575 E. Camelback Road			Kevin Neal	
Company Address			Printed Name	
Phoenix	AZ	85016	Shareholder	
City	State	Zip	Title	
Kevin.Neal@gknet.com			602-530-8171	602-530-8500
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.:			AG18-0013-008	
The effective date of the Contract is:			January 3, 2018	
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL	Awarded this	3rd	Day of	January, 2018
	 Jerry Connolly, Procurement Manager			

	AG18-0013 BUSINESS QUESTIONNAIRE ATTACHMENT I	Arizona Attorney General 1275 W. Washington Phoenix, AZ 85007-2926

Counsel Information

Gallagher & Kennedy				1978	
Firm Name				Year Firm was Established	
2575 E. Camelback Road, Suite 1100					
Firm Address					
Phoenix	AZ	85016	602-530-8000	602-530-8500	
City	State	Zip	Primary Phone Number	Contact Fax Number	
Firm Identified in Proposal as: Parent Company: <input checked="" type="checkbox"/> Branch or Subsidiary Office: <input type="checkbox"/> Individual Contracted Counsel: <input type="checkbox"/>					
Name and location of Parent Company (if applicable)			Year Parent Company was Established (if applicable)		

Names of not more than two Principals to contact:

Kevin Neal	Shareholder	602-530-8171	Kevin.Neal@gknet.com
Name	Title	Phone Number	Email Address
Kevin O'Malley	Shareholder	602-530-8430	Kevin.OMalley@gknet.com
Name	Title	Phone Number	Email Address

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

57	7	15	9	0
Partners	Of Counsel	Associate	Paralegal/Legal Asst	Law Clerks
39		43		170
Other: Legal Staff		Other: Administrative Staff		Total Personnel


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

Yes, 21 years

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.

<input checked="" type="checkbox"/> Yes, we will comply with the Insurance requirements	<input type="checkbox"/> No, we will not comply with the Insurance requirements
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	AG18-0013 CONFLICTS OF INTEREST QUESTIONNAIRE ATTACHMENT I	Arizona Attorney General 1275 W. Washington Phoenix, AZ 85007-2926
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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
Diego Suazo v. State of Arizona, et al. (waiver granted 6/3/2015)	4:15-cv-00458-CKJ-PSOT	9/28/2015	Settled 12/27/2016
Tracy Blackmore, et al. v. State of Arizona, et al. (File opened in 2014 when G&K did not have a contract with the State. State's answer filed 7/15/2015. Please advise if waiver now needed.)	CV2015-003916	3/20/2015	2 Settlements 1/19/2017 1 Settlement Pending 10/17/17
Sandra Fuqua v. State of Arizona, et al. (File opened in 2014 when G&K did not have a contract with the State. State's answer filed 9/15/2015. Please advise if waiver now needed.)	CV2015-009705	7/31/2015	Settled 9/27/2016
Diaz, et al. v. State of Arizona, et al. (File opened in 2014 when G&K did not have a contract with the State. State removed to District Court on 6/30/2015. Please advise if waiver now needed.)	CV2015-000126 2:15-cv-01222-HRH	1/16/2015 6/30/2015	Settled 8/9/2017

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
Green World Recycling, Inc.; Client leases property located on the east side of 59 th Avenue that will be condemned for the 202 South Mountain Freeway. We are proposing to represent the tenant regarding relocation benefits to be paid by ADOT in connection with the condemnation (waiver granted 11/25/2015).	11/24/2015	pending

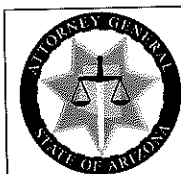
	<p style="text-align: center;">AG18-0013</p> <p style="text-align: center;">CONFLICTS OF INTEREST QUESTIONNAIRE</p> <p style="text-align: center;">ATTACHMENT I</p>	<p style="text-align: center;">Office of the Attorney General</p> <p style="text-align: center;">1275 W. Washington Phoenix, AZ 85007-2926</p>
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Su Casa Mobile Home Service, Inc.; Arizona Department of Revenue withholding tax audit (waiver granted 3/31/2016)	3/23/2016	pending
Cushman & Wakefield; evaluate and potentially pursue a bid protest in connection with Solicitation Award No. ADSP016-00006149 (waiver granted 4/21/2016; matter has since concluded).	4/19/2016	6/2016
East Valley Office Supply, Inc. d/b/a EVOS; Arizona Department of Revenue TPT audit (waiver granted 9/22/2016)	9/13/2016	pending
Ryan Menneke; claim involves negligence against Arizona Department of Safety Officer for leaving cruiser unattended in HOV and motorcyclist Mr. Menneke struck the rear of the cruiser (waiver granted 9/21/2016)	9/14/2016	pending
Kyle Ruiz and Brandon Gauna; ongoing investigation for furtherance of a personal injury claim as a result of a motor vehicle collision caused by wrong way driver (waiver granted 1/26/2017)	1/20/2017	pending
Gregory Yurkovic and Platinum Realty Group; issues with audit report (waiver granted 3/28/2017)	3/16/2017	pending
Roberta Bradley, Fred Celeste, Jr.; wrongful death at Arizona State Prison (waiver granted 3/27/2017)	3/21/2017	pending
Salina Hancock; defense of Ms. Hancock before the Board of Behavioral Health Examiners (waiver granted 4/11/2017)	4/11/2017	pending
Joni C. Davis; personal injury claim as a result of a motor vehicle collision arising from lack of a turn lane on Highway 287 (waiver granted 7/19/2017)	7/13/2017	pending
Daniel J. Reed, et al v. Arizona Department of Corrections; Represent CM Phoenix, LLC, an apartment complex, where a motorist exited the complex and allegedly caused an accident (waiver granted 9/25/2017)	9/20/2017	pending
Mufid Nafia Khoury, MD; insurance carrier filed a complaint with the Arizona Medical Board (waiver granted 10/2/2017)	9/28/2017	pending
Samantha Hall; wrongful death claim against State of Arizona; Cost Containment System, Department of Health Services, Mercy Maricopa Integrated Care (waiting on waiver submitted 10/5/2017)	10/5/2017	pending

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
<i>Daniel Mendiola v. Charles L. Ryan, Jack G. Iannoccone</i>	CV-15-249-TUC-JGZ-PSOT	11/2/2015	3/9/2016
<i>Donna Baird v. The State of Arizona</i>	CV2014-008489	12/22/2015	4/18/16
<i>Adedra Broom v. Officer Ross R. Martin</i>	CV2016-000405	3/17/2016	9/8/2016
<i>In Re: Will Graven v. State of Arizona</i>	CV-16-01249-PHX-GMS	5/9/2016	Dismissed 9/22/16 Appeal to Ninth Circuit 9/18/2017



AG18-0013
RATE SCHEDULE
ATTACHMENT I

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

Rate Schedule

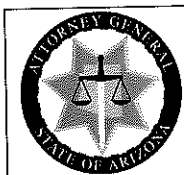
The contingency fee received by this state's private attorney shall not exceed fifty million dollars, except for reasonable costs and expenses and regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery. Rates below are the maximum allowed and may 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	\$325
2	Associate	\$250.00	\$200
3	Paralegal	\$125.00	\$95



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

**Office of the
Attorney General**

1275 W. Washington
Phoenix, AZ
85007-2926

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.

Patrick J. McGroder, III	Shareholder	
Name of Individual	Title	
Co-Lead	Professional Liability, Plaintiffs Personal Injury & Wrongful Death, Litigation	
Proposed Project Role	Area(s) of Expertise	
002598	Arizona	1970
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
University of Arizona	J.D.	1970
Education	Degree	Year
University of Notre Dame	B.A.	1967
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.

Pat has been recognized by his peers as one of the finest trial lawyers in America. He specializes in high profile, catastrophic injury and wrongful death litigation. As an architect of social change, Pat has been on the cutting edge of litigation that has led to HMO reform, road design improvement, motor vehicle and aviation safety changes and nursing home regulation.

During forty years of trial practice, Pat has been lead counsel in more than 100 cases in which there has been a verdict or settlement in excess of \$1,000,000, having recovered over \$500 million for his clients during this time. Pat is well known for the cases he handled against Ford and the Crown Victoria police patrol cars. In addition to obtaining record setting recoveries, he was instrumental in getting the vehicles recalled by the manufacturer after proving the dangerous design and construction problems that led to fuel tank explosions.

Pat's litigation success is only matched by his commitment to social justice in his community and his philanthropy. In 2010, he was inducted into the Maricopa County Bar Hall of Fame for decades of excellence in the practice of law. In recognition for his "unfailing commitment to the principles of professionalism, decency and civility in the legal profession," Pat was recently awarded the Ken Clancy Memorial Award by the American Board of Trial Advocates.

Goodyear Litigation – Pat is Co-Lead Counsel in a complex fraud and abuse of process lawsuit against Goodyear Tire over Goodyear's misconduct in a federal lawsuit involving a 2003 motor home crash. In the underlying case, the federal court found that Goodyear had engaged in a conspiracy to hide adverse testing results proving the tire in question was defective, and fined Goodyear and its attorneys as a sanction, the highest sanctions for discovery misconduct ever imposed by a federal judge. The case against the law firms has settled, but the suit against Goodyear remains active.

Pat's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

**Office of the
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 1275 W. Washington
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Kevin D. Neal	Shareholder	
Name of Individual	Title	
Co-Lead	Civil Litigation, Plaintiffs Personal Injury & Wrongful Death, Products Liability	
Proposed Project Role	Area(s) of Expertise	
011640	Arizona	1987
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Arizona State University	J.D.	1987
Education	Degree	Year
University of Kansas	B.S.	1984
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.

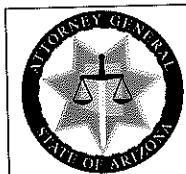
Kevin Neal represents consumers in large complex cases in both state and federal courts. During his 29 years of practice Kevin has handled cases for clients in some of the largest lawsuits litigated in Arizona. Kevin is a trial lawyer with numerous years of experience before judges, juries and arbitrators. Although he has tried many cases, he focuses on global resolution through alternative dispute resolution. Kevin has been recognized by Best Lawyers and Super Lawyer and is AV rated by Martindale Hubbell. He often speaks at seminars and CLE presentations.

Specialties: Complex civil litigation, Fraud, Insurance Bad Faith, Catastrophic personal injury and wrongful death, and commercial litigation.

Health Net Litigation - Kevin Neal is co-lead counsel in both Arizona and California on behalf of several Behavioral Health Centers. The suit is for damages caused by breach of contract and bad faith by Health Net improperly withholding payment of tens of millions of dollars in claims for drug and alcohol addiction services provided by addiction treatment centers. As required by federal law, the Health Net policies are required to provide coverage for mental health and addiction treatment. The lawsuits seek reimbursement from Health Net as well as other damages caused by the actions of the insurance company.

Goodyear Litigation – Kevin is Co-Lead Counsel in a complex fraud and abuse of process lawsuit against Goodyear Tire over Goodyear's misconduct in a federal lawsuit involving a 2003 motor home crash. In the underlying case, the federal court found that Goodyear had engaged in a conspiracy to hide adverse testing results proving the tire in question was defective, and fined Goodyear and its attorneys as a sanction, the highest sanctions for discovery misconduct ever imposed by a federal judge. The case against the law firms has settled, but the suit against Goodyear remains active.

Kevin's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
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Shannon L. Clark	Shareholder	
Name of Individual	Title	
Coordinate and pursue litigation strategy; assist with key briefings; work on discovery	Complex injury and damage cases	
Proposed Project Role	Area(s) of Expertise	
019708	Arizona	1999
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Duke University	J.D.	1999
Education	Degree	Year
Cornell University	B.A.	1996
Education	Degree	Year

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

Shannon is a shareholder and member of Gallagher & Kennedy's Board of Directors. For 17 years, Shannon has been a tireless advocate for victims of negligent and wrongful conduct throughout Arizona and around the United States. His passionate commitment to the rights of injured or wronged individuals has garnered in excess of \$225,000,000 in jury verdicts, arbitration awards, mediation results and negotiated settlements for personal injury, wrongful death and legal malpractice clients. Beyond helping his clients obtain compensation for devastating injuries and personal tragedy, Shannon also assists clients with many of the (often non-legal) details of putting their lives back together and moving forward.

From the beginning of his career at Gallagher & Kennedy in 2000, Shannon has been drawn to legal matters that advocate for individuals who have been harmed in some way through the fault of others. As a member of the firm's highly skilled and successful Plaintiff's Personal Injury and Wrongful Death practice, Shannon has gained invaluable experience in high-profile cases at the state and national levels.

Shannon's success in and outside of court and recognition as a Best Lawyer in appellate practice make him a valuable member of the legal team.

Shannon's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

**Office of the
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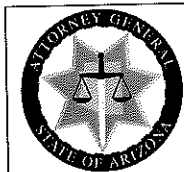
C. Lincoln Combs	Shareholder	
Name of Individual	Title	
Discovery management and briefing legal issues	Plaintiffs Personal Injury & Wrongful Death, Consumer Fraud, Products Liability, Commercial Litigation, Data Security	
Proposed Project Role	Area(s) of Expertise	
025080	Arizona	2007
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Arizona State University	J.D.A	2006
Education	Degree	Year
Ohio State University	M.S.A.	1997
Education	Degree	Year
University of California at San Diego	B.A.	1994
Education	Degree	Year

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

Lincoln has been practicing exclusively in the area of high-stakes injury, death, fraud, and product liability litigation since 2009. He has tried cases to a jury, argued in the Ninth Circuit Court of Appeals and Arizona Court of Appeals, and conducted hundreds of depositions. He specializes in difficult motion practice and analyzing legal issues, building on his experience working with the Arizona Supreme Court as a law clerk.

Lincoln's significant cases include a legal and accounting malpractice claim against a "Big Five" accounting firm, two significant data security breach class actions involving millions of potential class members, multiple aviation crash cases involving death and serious injury, multiple medical device product liability actions involving hundreds of cases around the country in which he took a lead role, and a fraud action against a major product manufacturer and its attorneys arising out of litigation fraud. He is extremely familiar with the factual and legal issues that will be at issue in this case and has the appropriate legal and practical experience to handle a case of this significance.

Lincoln's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

**Office of the
Attorney General**

1275 W. Washington
Phoenix, AZ
85007-2926

Matthew P. MacLeod	Shareholder	
Name of Individual	Title	
Support Attorney	Plaintiffs Personal Injury & Wrongful Death, Criminal Law	
Proposed Project Role	Area(s) of Expertise	
022573	Arizona	2003
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
Arizona State University	J.D.	2003
Education	Degree	Year
University of Notre Dame	B.A.	2000
Education	Degree	Year

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

Matt is a graduate from the University of Notre Dame, where he was a member of the Men's Varsity Basketball Team. He received his Juris Doctorate from Arizona State University in 2003. Matt is a shareholder focusing his practice in plaintiff's catastrophic personal injury and wrongful death and criminal law.

In his nearly fourteen years as a lawyer, Matt has distinguished himself in the courtroom and the community. He is passionate about his clients and dedicated to seeking justice on their behalf. He has a sterling reputation within the legal community, and is held in high regard by opposing counsel and the judiciary.

Matt has been certified as one of the top 40 Trial Lawyers under 40 years of age by the National Trial Lawyers Top 40 under 40 in both 2012 and 2013. Matt has also been selected a Rising Star by *Southwest Super Lawyers* since 2013.

Matt's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

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

Katherine E. Hollist	Associate	
Name of Individual	Title	
Support Attorney	Plaintiffs Personal Injury & Wrongful Death, Litigation	
Proposed Project Role	Area(s) of Expertise	
033085	Arizona	2016
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
University of Arizona	J.D.	2016
Education	Degree	Year
Brigham Young University	B.S.	2010
Education	Degree	Year

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

Kate helps clients achieve their litigation goals by utilizing pre-litigation resolution opportunities, advocating for their interests, and providing key legal analysis. She has worked on behalf of both defendants and plaintiffs in matters involving personal injury, negligence, premises liability, products liability, and aviation law. Since joining Gallagher & Kennedy, Kate has helped her clients achieve a number of favorable outcomes—both by preparing the cases for trial, arbitration, or mediation and by using pre-litigation tools to resolve the case before it starts.

Kate writes and lectures on current trends in technology law and e-sports. Her work has been relied upon by numerous subsequent scholars. Kate's passion for this subject has equipped her to address technological nuances in her clients' cases, as well as to take advantage of the latest technological capabilities during discovery.

She earned her J.D. from University of Arizona James E. Rogers College of Law, where she graduated *summa cum laude* and was ranked third in her class. While in law school, Kate won the school's annual writing competition twice, tied for first in the school's annual moot court competition, and earned the title of regional champion as a member of the school's national ABA moot court competition team.

Kate's full profile is attached.



AG18-0013
QUALIFICATIONS OF KEY PERSONNEL
ATTACHMENT I

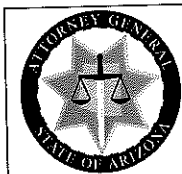
**Office of the
Attorney General**
1275 W. Washington
Phoenix, AZ
85007-2926

Karin M. Scheehle	Paralegal	
Name of Individual	Title	
Paralegal	Plaintiffs Personal Injury & Wrongful Death	
Proposed Project Role	Area(s) of Expertise	
n/a		
Bar Registration No.	State of Issue	Year
Bar Registration No.	State of Issue	Year
University of Phoenix	M.B.A.	2010
Education	Degree	Year
University of Phoenix	B.S.	2009
Education	Degree	Year

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

Karin is employed as a litigation paralegal working on multi-million dollar personal injury cases. Karin has over 30 years' experience working in the legal profession and is an experienced litigation paralegal and technology manager. Karin's experience comes from working in the law in three states and in a variety of practice areas. Although the vast majority of her experience has been in litigation (commercial and personal injury), she also has experience in other practice areas including real estate, construction, contract, corporate, admiralty, zoning, and administrative law. Karin specializes in technology enhanced case management, ESI management and eDiscovery, and electronic evidence presentation at trial.

Karin's full profile is attached.



**AG18-0013
REFERENCES
ATTACHMENT I**

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

References

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

Reference #1

Company:	Salt River Project
Contact:	Michael O'Conner
Street Address:	Law Services PAB234, PO Box 52025
City, State, Zip:	Phoenix, AZ 85072
Telephone #:	(602) 236-5370
E-Mail:	Michael.O'Connor@srpnet.com
Service Provided:	Representation of Plaintiffs in fraud case against Goodyear

Reference #2

Company:	Scott, Skelly & Muchmore
Contact:	Christopher Skelly
Street Address:	1313 E. Osborn Road, Suite 120
City, State, Zip:	Phoenix, AZ 85014
Telephone #:	(602) 277-8228
E-Mail:	cskelly@ssmadr.com
Service Provided:	Gallagher & Kennedy representation of clients in complex litigation matters.

Reference #3

Company:	Services Group of America
Contact:	Steve Twist
Street Address:	16100 N. 71st Street, Suite 500
City, State, Zip:	Scottsdale, AZ 85254
Telephone #:	480-927-4544
E-Mail:	steve_twist@sgagroup.com
Service Provided:	Complex and lengthy litigation against European aircraft manufacturer

Confidential Information

Gallagher & Kennedy, P.A. requests that the information included in the Bar Complaint/Malpractice Questionnaire be held confidential in accordance with A.A.C. R2-7-103.



ATTACHMENT II

Designation of Confidential, Trade Secret & Proprietary Information

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

Solicitation No.: AG18-0013

Project #: AG18-0013

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

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

All Offerors must select one of the following:

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

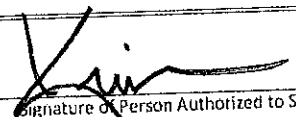
☐ My response does contain trade secret information because it contains information that:

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

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

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

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


Signature of Person Authorized to Sign

Kevin D. Neal

Printed Name

Shareholder

Gallagher & Kennedy

Company Name

Title

R2-7-103. Confidential Information

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

Suspension or Debarment Status

Gallagher & Kennedy, P.A. has no suspension or debarment information to disclose as outlined in Section 3.3.4 of the Request for Proposal Special Instructions to Offerors.



ALAS
Attorneys'
Liability
Assurance
Society, Inc.

January 11, 2017

Gallagher & Kennedy, P.A.
2575 E. Camelback Road
Suite 1100
Phoenix, AZ 85016-9225

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Gallagher & Kennedy, P.A. has Professional Liability Coverage under Policy ALA 1879 with a limit of \$10,000,000 per claim and \$20,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2017 to January 1, 2018.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC., A RISK RETENTION GROUP

By:

Nancy J. Montroy
Vice President – Director of Underwriting

Date: January 11, 2017

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com

Client#: 98942

GALLKEN1

DATE (MM/DD/YYYY)
10/18/2017

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 1765 E. Skyline Drive Tucson, AZ 85718	CONTACT NAME: Ava R. Duhe PHONE (A/C, No, Ext): 310.268.2718 FAX (A/C, No): 310.268.2093 E-MAIL ADDRESS: Aduhe@cbiz.com														
INSURED Gallagher & Kennedy, P. A. 2575 E. Camelback Rd Phoenix, AZ 85016	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Vigilant Insurance Co.</td> <td>20397</td> </tr> <tr> <td>INSURER B: Federal Insurance Co.</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Vigilant Insurance Co.	20397	INSURER B: Federal Insurance Co.	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	35291749	05/01/2017	05/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	73170538	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		79657281	05/01/2017	05/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	71744759	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	CRIME FIDUCIARY		81340354	05/01/2017	05/01/2018	AGG: 5,000,000 DED: \$5,000 P&P DATE: 3/18/92

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #AG18-0013, RFP - State of Arizona.

State of Arizona, and its Departments, agencies, boards, commissions, universities, officers, officials, agents and employees are considered additional insureds on the General Liability and Automobile Liability policies. This applies only to the operations performed by the named insured as required and agreed to by contract or agreement. General Liability provides primary and non-contributory coverage with respect to any other insurance in force by the certificate holder as required and agreed to by contract or agreement. Waiver of Subrogation applies to General (See Attached Descriptions)

CERTIFICATE HOLDER

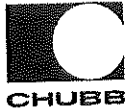
CANCELLATION

State of Arizona Office of the Attorney General 1275 W. Washington Phoenix, AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.
---	---

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DESCRIPTIONS (Continued from Page 1)

Liability, Automobile Liability, Worker's Compensation policies where applicable by law and as required and agreed to by contract or agreement.



General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;



General Liability

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.



Liability Insurance

Endorsement

Policy Period MAY 1, 2014 TO MAY 1, 2015
Effective Date MAY 1, 2014
Policy Number 3529-17-49 WUC
Insured GALLAGHER AND KENNEDY A PROFESSIONAL ASSOCIATION
Name of Company VIGILANT INSURANCE COMPANY
Date Issued MAY 12, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**WC 124
(4-84)**

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective on 05/01/15 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (16)7174-47-59 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to GALLAGHER & KENNEDY A PROFESSIONAL
ASSOCIATION

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO
FURNISH THIS WAIVER

POLICY NUMBER: (14) 7317-05-38

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WE WILL WAIVE THE RIGHT OF RECOVERY WE WOULD OTHERWISE HAVE AGAINST ANOTHER PERSON OR ORGANIZATION, FOR LOSS TO WHICH THIS INSURANCE APPLIES, PROVIDED THE INSURED HAS WAIVED THEIR RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION IN A CONTRACT OR AGREEMENT THAT IS EXECUTED BEFORE SUCH LOSS. TO THE EXTENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



PATRICK J. MCGRODER, III

Shareholder

Gallagher & Kennedy
2575 E. Camelback Road, Suite 1100
Phoenix, AZ 85016
DIR: 602-530-8181
pjm@gknet.com

My Practice

AVIATION LAW

PROFESSIONAL LIABILITY - Professional Licensing and Credentialing

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH - Aviation Disasters, Dram Shop/Bar, Drug Litigation, Fire and Explosions, Fraud and Commercial Torts, Insurance and Bad Faith, Legal and Other Professional Liability, Medical Malpractice, Motor Vehicle/Motorcycle/Commercial Trucking Collisions, Negligence, Nursing Home/Elder Abuse, Police Officer and Other Government Liability, Products Liability, Sexual Misconduct

PROFESSIONAL SUMMARY

Pat has been recognized by his peers as one of the finest trial lawyers in America. He specializes in high profile, catastrophic injury and wrongful death litigation. As an architect of social change, Pat has been on the cutting edge of litigation that has led to HMO reform, road design improvement, motor vehicle and aviation safety changes and nursing home regulation.

During forty years of trial practice, Pat has been lead counsel in more than 100 cases in which there has been a verdict or settlement in excess of \$1,000,000, having recovered over \$500 million for his clients during this time. Pat's litigation success is only matched by his commitment to social justice in his community and his philanthropy. In 2010, he was inducted into the Maricopa County Bar Hall of Fame for decades of excellence in the practice of law. In recognition for his "unfailing commitment to the principles of professionalism, decency and civility in the legal profession," Pat was recently awarded the Ken Clancy Memorial Award by the American Board of Trial Advocates.

Pat is a Fellow and Past President of the International Academy of Trial Lawyers, a Fellow of the American College of Trial Lawyers and a Fellow of the International Society of Barristers. Pat was named by *Best Lawyers in America* as 2015 "Phoenix Personal Injury Lawyer of the Year" and has been selected as one of the 10 Best Lawyers in Arizona by the *AZ Business Journal*. Since 2008, he has been selected by *Lawdragon* as one of the 500 best lawyers in America. In 2005, he was a co-finalist for the National Trial Lawyers for Public Justice "Trial Lawyer of the Year" for his work in representing victims of fuel-fed fires in Ford police vehicles. In 2012, he became the third American to be named an Honorary Benchler to the Society of Kings Inns in Ireland for his work with the Barristers of Northern Ireland and the Republic of Ireland.

REPRESENTATIVE EXPERIENCE

Valley Big Brothers, Former Member and Board of Directors
Colony Biltmore Homeowners Association, Former President
Casa Amertas Homeowners Association, Former President
Creighton University Parents Council, Member, 2005-2007
College of Holy Cross Parents Council, Member, 2008-2010
Patrick McGroder Golf Tournament Benefiting the Homeless, Founder

Community Awards

Exceptional Service to Fatherless Boys, Big Brothers Big Sisters of Arizona
Distinguished Service Award, Arizona State Fraternal Order of Police Distinguished Service Award
Central Arizona Shelter Services for the Homeless, Outstanding Commitment and Service Award
Distinguished Service Award, National Make-A-Wish Foundation

LIVE MEDIA

- Prescott Will Not Appeal Over Hotshot Survivor Benefits, March 11, 2015
- Yarnell Hill Fire: Pat McGroder Testifies to Prescott Board re: Granite Mountain Hotshots, July 11, 2014
- Ashcraft Reaction to PSPRS Vote, May 25, 2014
- Prescott Board to Decide Hotshot's Death Benefits, May 22, 2014
- Ty's Law: New Law to Regulate Trampoline Parks, January 31, 2014
- Exclusive Interview with Murdered Border Agent's Attorney Reveals Family's Disgust with Government, June 28, 2012

OTHER

Professional Associations

International Academy of Trial Lawyers
President
Vice President
Secretary/Treasurer
Chair of National State Chair Committee
Board of Directors
Chair of the Irish Program

American College of Trial Lawyers
Fellow
Arizona State Committee

International Society of Barristers
Fellow

American Board of Trial Advocates
Member

The American Trial Lawyers Association
Member

Arizona Trial Lawyers Association
Life Member, Board of Directors

State Bar of Arizona
Member

Maricopa County Bar Association
Member

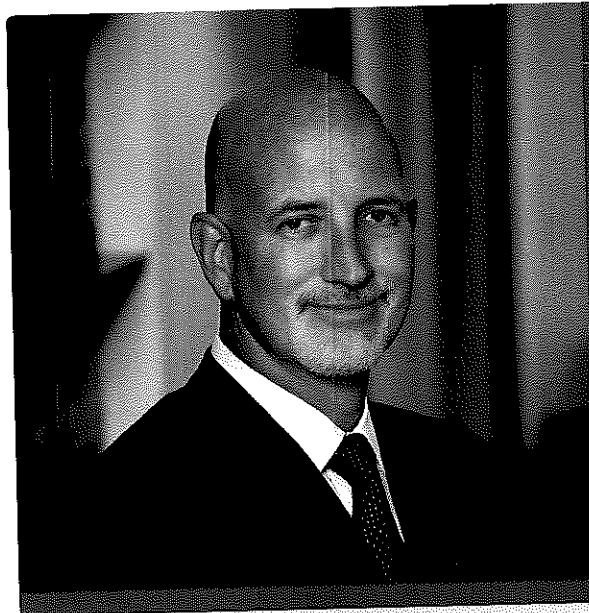
Teaching Experience

Arizona State University, Center for Criminal Justice
Former Adjunct Professor

Public Appointments

Maricopa County Commission on Trial Court Appointments, 1999-2007
Member

Critical Incident Review Board for Arizona Department of Public Safety, 1998-Present



KEVIN D. NEAL

Shareholder

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2575 E. Camelback Road, Suite 1100
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My Practice

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH -
Medical Malpractice

AVIATION LAW

PRODUCTS LIABILITY

LITIGATION - Commercial Litigation

PROFESSIONAL SUMMARY

Kevin practices in the area of civil litigation, with an emphasis on aviation law, commercial litigation, medical malpractice, product liability, wrongful death and personal injury. Kevin has handled cases for clients in some of the largest lawsuits litigated in Arizona. He represents clients in claims and suits arising out of a variety of issues.

Kevin is a trial lawyer with over 25 years of experience before judges, juries and arbitrators. Although he has tried many cases, Kevin focuses on global resolution through alternative dispute resolution. He also advises clients on handling risk management and dealing with the aftermath of catastrophic events.

Kevin is admitted to practice before all Arizona State Courts, the United States District Court for Arizona, and the United States Court of Appeals for the Ninth Circuit. He has represented clients throughout Arizona, as well as in New Mexico, Nevada, California, Texas, Alabama and Georgia.

Kevin is a member of the Arizona State Bar, the Maricopa County Bar Association, the American Bar Association, the Defense Research Institute, the Aviation Insurance Association, and the Helicopter Association International. He has also earned the prestigious AV rating from Martindale-Hubbell and is a frequent lecturer on legal matters before both professional legal organizations and the public.

Kevin is a graduate of the University of Kansas and Arizona State University College of Law. He is a resident of Scottsdale, Arizona and serves as a Judge Pro Tem for the City. Kevin is a member of the Maricopa County Sheriff's Advisory Posse, the Explorers Club and he is involved with several local charities.

EDUCATION

Arizona State University
J.D., 1987

University of Kansas
B.S., with honors, 1984



SHANNON L. CLARK

Shareholder

Gallagher & Kennedy
2575 E. Camelback Road, Suite 1100
Phoenix, AZ 85016
DIR: 602-530-8194
slc@gknet.com

My Practice

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH -
Aviation Disasters, Dram Shop/Bar, Drug Litigation, Fire and
Explosions, Fraud and Commercial Torts, Insurance and Bad
Faith, Legal and Other Professional Liability, Medical
Malpractice, Motor Vehicle/Motorcycle/Commercial Trucking
Collisions, Negligence, Nursing Home/Elder Abuse, Police
Officer and Other Government Liability, Products Liability, Sexual
Misconduct

PROFESSIONAL SUMMARY

Shannon is a shareholder and member of the Gallagher & Kennedy board of directors. For 17 years, Shannon has been a tireless advocate for victims of negligent and wrongful conduct throughout Arizona and around the United States. His passionate commitment to the rights of injured or wronged individuals has garnered in excess of \$225,000,000 in jury verdicts, arbitration awards, mediation results and negotiated settlements for personal injury, wrongful death and legal and medical malpractice clients. Beyond helping his clients obtain compensation for devastating injuries and personal tragedy, Shannon also assists clients with many of the (often non-legal) details of putting their lives back together and moving forward.

From the beginning of his career at Gallagher & Kennedy in 2000, Shannon has been drawn to legal matters that allowed him to advocate for individuals who have been harmed in some way through the fault of others. As a member the firm's highly skilled and successful Plaintiff's Personal Injury and Wrongful Death team, Shannon gained invaluable experience in high-profile cases at the state and national levels.

Shannon is deeply committed to his clients, and his effort extends beyond the intricacies of any given lawsuit to champion consumer safety issues for greater social impact. While commanding the fortitude, experience, resources and overall fire in the belly needed to take on major manufacturers and institutional defendants, Shannon remains unfailingly sensitive to the human element of each case he handles. He approaches his clients as people first, which makes him broadly effective in understanding his clients' challenges and advocating their causes.

REPRESENTATIVE EXPERIENCE

- Practice in all areas of litigation and trial work, including personal injury, commercial litigation and appellate advocacy.
- Handled virtually all varieties of personal injury cases, including product liability, motor vehicle accidents, dram shop actions, premises liability, elder abuse, medical malpractice, commercial trucking, sexual assault, and insurance bad faith.
- Represented clients throughout Arizona and in Texas, Nevada, California, New Mexico and Washington, D.C.

EDUCATION

Duke University

LIVE MEDIA

- Old Tires Pose Tread Separation Risk, October 22, 2014
- Ford Recalls '01-'04 Escapes After Deadly Arizona Crash, July 27, 2012

SPEAKING ENGAGEMENTS

- APA Seminar, Managing Success Through the Art of Preparation and Presentation, 2012
- NALA Seminar, Demonstrative Evidence – How to Do It Right, 2011
- State Bar Association, Motor Vehicle Accident Cases: Winning Presentation with the Use of Expert Witnesses and Graphic Illustrations, 2011
- NBI Plaintiff Personal Injury Seminar, Personal Injury Damages, 2006

REPRESENTATIVE CASES

- Plaintiffs' Leadership Committee member for mass tort claims against Bard for defective IVC filters.
- Helped defrauded family resolve settlement fraud claims relating to defective medium truck tire.
- Helped secure important Arizona Supreme Court ruling that Arizona hospitals can be subject to liability for abuse and neglect of vulnerable adults.
- Successfully resolved case for victims of failed (and later recalled) telescoping aerial ladder unit on fire engine.
- Helped secure compensation from and government investigation of a major automobile manufacturer that failed to recall a dangerous stuck throttle defect on a popular SUV.
- Resolved legal and accounting malpractice claims against major accounting firm on behalf of heirs to high profile businessman and entrepreneur.
- Successfully represented dozens of tread separation and/or rollover accident victims in product liability cases against Ford Motor Company, Bridgestone/Firestone, Inc., Bridgestone Corporation, Dunlop Tire Company, Cooper Tire and Rubber Company, Kuhmo Tire Company, Goodyear Tire and Rubber Company, Michelin North America and most tire manufacturers.
- Member of team representing victims of fuel-fed fires caused by rear-impact collisions in Ford Crown Victoria Police Interceptors; helped cause Ford to spend \$350,000,000 to improve safety of police vehicles.
- After a two-month trial, recovered record settlement for victims of elder abuse at a nursing home.
- Member of trial team for victims of Mexican Hat, Utah ski bus accident.
- Represented family of man who died in Sedona Sweat Lodge tragedy.

LANGUAGES

Spanish

OTHER

Judicial Clerkships

Judicial Clerk, Honorable Mary M. Schroeder, Circuit Judge, United States Court of Appeals for the Ninth Circuit, 1999-2000

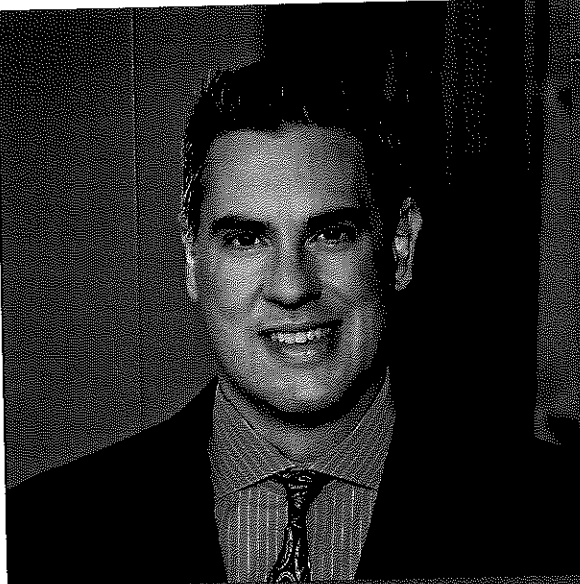
Academic Appointments

Phoenix School of Law, Phoenix, AZ, Adjunct Professor, 2012-2013

Arizona Summit Law School, Phoenix, AZ, Adjunct Professor, 2013-2015

Study Abroad

Universidad de Sevilla, Seville, Spain, 1994-1995



LINCOLN COMBS

Shareholder

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lincoln.combs@gknet.com

My Practice

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH -
Aviation Disasters, Dram Shop/Bar, Drug Litigation, Fire and
Explosions, Fraud and Commercial Torts, Insurance and Bad
Faith, Legal and Other Professional Liability, Medical
Malpractice, Motor Vehicle/Motorcycle/Commercial Trucking
Collisions, Negligence, Nursing Home/Elder Abuse, Police
Officer and Other Government Liability, Products Liability, Sexual
Misconduct

LITIGATION - Appellate, Commercial Litigation

PROFESSIONAL SUMMARY

Lincoln Combs is a litigation shareholder with Gallagher & Kennedy's Personal Injury practice group. Lincoln is one of the top plaintiff's personal injury attorneys in Arizona and the Southwest, with experience and success in a wide range of litigation and appellate matters. He specializes in plaintiffs' catastrophic personal injury and wrongful death litigation, including consumer advocacy, elder abuse, motor vehicle accidents, professional negligence, products liability, and insurance bad faith litigation. Lincoln is committed to serving his clients with the passion, empathy, and integrity that injured victims of wrongdoing and their loved ones deserve.

Lincoln graduated fourth in his class with from the Sandra Day O'Connor School of Law at Arizona State University, where he was on Law Journal and an officer of several student organizations. Prior to joining Gallagher & Kennedy, Lincoln was a clerk for Justice Andrew D. Hurwitz of the Arizona Supreme Court.

EDUCATION

Arizona State University
J.D., *magna cum laude*, 2006
Pedrick Scholar
Order of the Coif
Editor, Law Journal

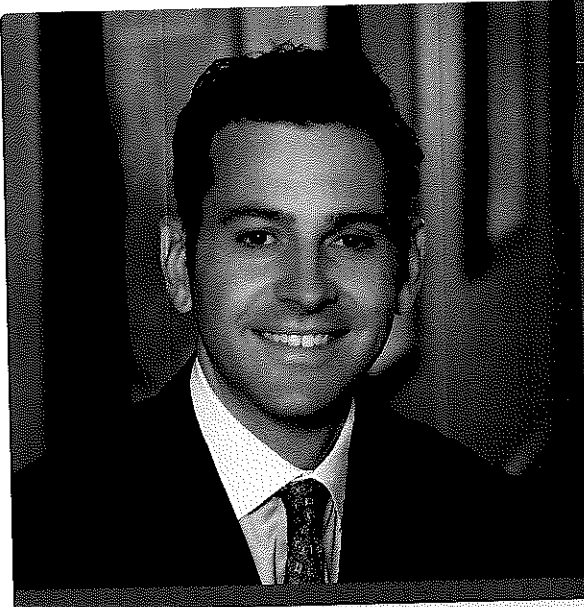
Ohio University
M.S.A., 1997

University of California, San Diego
B.A., 1994

BAR & COURT ADMISSIONS

- Arizona, 2007

Lincoln has a Master's Degree from Ohio University in Sports Administration, and is a former member of the UC-San Diego Tritons Men's Basketball team. Before law school he worked in the Athletic Department at Arizona State University and was an American History teacher and the Head Boys' Basketball Coach at Buckeye Union High School in Buckeye, Arizona.



MATTHEW P. MACLEOD

Shareholder

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matt.macleod@gknet.com

My Practice

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH -
Dram Shop/Bar, Drug Litigation, Fire and Explosions, Fraud and
Commercial Torts, Insurance and Bad Faith, Legal and Other
Professional Liability, Medical Malpractice, Motor
Vehicle/Motorcycle/Commercial Trucking Collisions, Negligence,
Nursing Home/Elder Abuse, Police Officer and Other
Government Liability, Products Liability, Sexual Misconduct

PROFESSIONAL SUMMARY

Matt is a graduate from the University of Notre Dame, where he was a member of the Men's Varsity Basketball Team. He received his Juris Doctorate from Arizona State University in 2003. Matt is a shareholder focusing his practice in plaintiff's catastrophic personal injury and wrongful death and criminal law.

In his nearly ten years as a lawyer, Matt has distinguished himself in the courtroom and the community. He is passionate about his clients and dedicated to seeking justice on their behalf. He has a sterling reputation within the legal community, and is held in high regard by opposing counsel and the judiciary.

Matt has been certified as one of the top 40 Trial Lawyers under 40 years of age by the National Trial Lawyers Top 40 under 40 in both 2012 and 2013. Matt has also been selected a Rising Star by *Southwest Super Lawyers* since 2013.

Before joining Gallagher and Kennedy, Matt was a Senior Associate at the Maricopa County Public Defender's Office where he accumulated an impressive trial resume with a plethora of not guilty verdicts on behalf of his clients.

EDUCATION

Arizona State University
J.D., 2003

University of Notre Dame
B.A., 2000

BAR & COURT ADMISSIONS

- Arizona, 2003
- U.S. District Court, District of Arizona, 2003

ASSOCIATIONS & MEMBERSHIPS



KATHERINE E. HOLLIST

Associate

Gallagher & Kennedy
2575 E. Camelback Road, Suite 1100
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kate.hollist@gknet.com

My Practice

LITIGATION - Civil Defense Litigation, Commercial Litigation

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH

PROFESSIONAL SUMMARY

Kate helps clients achieve their litigation goals by utilizing pre-litigation resolution opportunities, advocating for their interests, and providing key legal analysis. She has worked on behalf of both defendants and plaintiffs in matters involving personal injury, negligence, premises liability, products liability, and aviation law. Since joining Gallagher & Kennedy, Kate has helped her clients achieve a number of favorable outcomes—both by preparing the cases for trial, arbitration, or mediation and by using pre-litigation tools to resolve the case before it starts.

Kate writes and lectures on current trends in technology law. Her work has been relied upon by numerous subsequent scholars. Kate's passion for this subject has equipped her to address technological nuances in her clients' cases, as well as to take advantage of the latest technological capabilities during discovery.

She earned her J.D. from University of Arizona James E. Rogers College of Law, where she graduated *summa cum laude* and was ranked third in her class. While in law school, Kate won the school's annual writing competition twice, tied for first in the school's annual moot court competition, and earned the title of regional champion as a member of the school's national ABA moot court competition team.

EDUCATION

University of Arizona
J.D., *summa cum laude*, 2016
Arizona Law Review
Richard Grand Scholar
University of Arizona Distinguished Scholar

Brigham Young University
B.S., 2010
Brigham Young Scholar

BAR & COURT ADMISSIONS

- Arizona, 2016



KARIN M. SCHEEHLE

Paralegal

Gallagher & Kennedy
2575 E. Camelback Road, Suite 1100
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DIR: 602-530-8461
karin.scheehle@gknet.com

My Practice

PLAINTIFF'S PERSONAL INJURY & WRONGFUL DEATH

PROFESSIONAL SUMMARY

Karin is employed as a litigation paralegal working on multi-million dollar personal injury cases. Karin has over 30 years' experience working in the legal profession and is an experienced litigation paralegal and technology manager. Karin's experience comes from working in the law in three states and in a variety of practice areas. Although the vast majority of her experience has been in litigation (commercial and personal injury), she also has experience in other practice areas including real estate, construction, contract, corporate, admiralty, zoning, and administrative law. Karin specializes in technology enhanced case management, ESI management and eDiscovery, and electronic evidence presentation at trial.

Karin is committed to giving her best efforts to her attorneys and the firm's clients.

REPRESENTATIVE EXPERIENCE

- Experienced litigation paralegal.
- Trial preparation and in-court paralegal for more than 50 trials in Arizona, Texas and California.
- Extensive experience managing and using technology in a legal environment.
- Case and team management experience.
- Case experience in areas of commercial litigation, personal injury (plaintiff and defense), real estate, corporate, admiralty, zoning, and administrative law.
- Has taught numerous seminars both locally and nationally, predominately in the areas of litigation, technology, case management, and law firm management.
- Currently teaches as Adjunct Faculty in the ABA approved Legal Studies program at Phoenix College in Phoenix, AZ.
- Lectures on NALA Campus Live! Webinar.
- Served as a guest lecturer numerous paralegal schools.
- Developed several paralegal training courses.

EDUCATION

Association of Certified E-Discovery Specialists (ACEDS)
Certified eDiscovery Specialist, 2014

- "Countdown to Trial: A Crash Course in Trial Preparation for Paralegals," Institute for Paralegal Education (Panel Discussion), 11/13/2009

REPRESENTATIVE CASES

- Prepared and assisted in the courtroom in the largest securities fraud trial in Maricopa County (10 month trial).
- Assisted in more than 50 trials in California, Texas and Arizona

OTHER

Published Works

- *Working with Experts*, The Digest – Arizona Paralegal Association, August 2015
- *Working with Experts*, NALA Facts & Findings, July/Aug 2015
- *Challenges in Discovery Practices (International Discovery)*, NALA Facts & Findings, Nov/Dec 2014
- *Challenges in Discovery Practices (International Discovery)*, The Digest – Arizona Paralegal Association, November 2014
- *Tips and Tricks [for Paralegals]*, NALA Facts & Findings, Sept/Oct 2014
- *Tips and Tricks [for Paralegals]*, The Digest- Arizona Paralegal Association, September 2014
- *Paralegals, Education and the Future*, NALA Facts & Findings, May/June 2014
- *The New Generation of Document Management Solutions*, NALA Facts & Findings, Nov/Dec 2013
- *The New Generation of Document Management Solutions*, The Digest – Arizona Paralegal Association, November 2013
- *Ethics & Passwords*, NALA Facts & Findings, May/June 2013
- *Medicare Reporting in Liability and No-Fault Cases*, NALA Facts & Findings, March/April 2013
- *Ethics & eDiscovery*, The Digest – Arizona Paralegal Association, October 2012
- *Ethics & eDiscovery*, NALA Facts & Findings, Sept/Oct 2012
- *Ethics & Competence*, The Digest – Arizona Paralegal Association, June 2012
- *Ethics & Competence*, NALA Facts & Findings, May/June 2012



Kevin D. Neal
Attorney
Direct: (602) 530-8171
Email: kevin.neal@gknet.com

October 27, 2017

VIA HAND-DELIVERY

Mr. Jerry Connolly
Procurement Manager
Office of the Attorney General
1275 West Washington Street
Phoenix, Arizona 85007-2926

Re: ***Request for Proposal for Outside Counsel Legal Services***
Solicitation Number: AG18-0013

Dear Mr. Connolly:

In accordance with the Special Instructions to Offerors included with Solicitation Number AG18-0013, enclosed please find the original unbound and three bound copies of Gallagher & Kennedy's Response to the State's Request for Proposal to provide outside legal services during the year 2018. With this submittal we accept the requirements outlined by this solicitation.

Gallagher & Kennedy is well suited to handle consumer fraud and related civil actions as we have a department that does just that as part of its practice. The firm is one of Arizona's largest, but continues to be an Arizona law firm dedicated to Arizona problems. Its attorneys, those listed below in particular who would be involved in this type of litigation, are all prominent trial lawyers.

We have a 40 year record of success in litigating extremely complex cases for clients both here in Arizona, and around the country. Gallagher & Kennedy lawyers have been lead or co-lead counsel in many of the largest cases in Arizona. Those cases have involved everything from mass-tort cases to fraud and securities actions. The firm has success in getting civil penalties, damages, punitive damages, disgorgement, restitution and other relief for its clients.

Gallagher & Kennedy has one of the strongest and most depth-laden Plaintiffs' contingent fee practice groups in Arizona with cases ranging from injury and wrongful death to complex commercial business disputes. The firm's tenacious focus on discovery, electronic discovery and tireless work ethic in such cases means that its clients get the benefit of aggressive and strong litigation from an experienced bench of seasoned litigators.

The firm is comfortable being a true partner with the State on this case, and sharing in the risk of litigation. Over the years, the firm's commitment to consumer safety has been unparalleled in Arizona and the firm has had terrific success working with the State on projects in the past, including working with the Attorney General to pressure Ford Motor Company into fixing its deadly Crown Victoria Police Interceptor when Arizona's DPS troopers were being burned alive by fuel-fed fire following crashes. The proposed

Mr. Jerry Connolly
Procurement Manager
October 27, 2017
Page 2

team brings over 200 years of trial experience at the highest level and exceptional legal acumen to consider all the avenues not only for establishing liability and damages, but also maximizing collections.

At Gallagher & Kennedy, we are in business to help our clients succeed in seizing opportunities and overcoming obstacles. Our approach to the law is uncommonly practical. We start by listening to our clients' needs. We then approach all projects with keen sensitivities to time and expense management and maintain a results-oriented focus as we work to achieve our clients' goals. Our clients range from the State of Arizona and Fortune 500 companies to small businesses and individuals. Several of our longstanding client relationships include Freeport McMoRan Copper & Gold Inc., the Arizona Diamondbacks and the Arizona Cardinals.

Kevin Neal and Pat McGroder sued the Goodyear Tire & Rubber Company for concealing evidence of a defective tire from the public and government regulators while it suffered thousands of tread separations which killed or injured dozens of people and remains on the road today. After years of litigation, our client discovered Goodyear was hiding test data which revealed that the company knew the tire would fail but told no one, secretly deciding its financial interests were best served by buying the deaths and injuries as they occurred as opposed to recalling the tire. In short, not only did Goodyear knowingly allow its tire to injure or kill people, but the company hid crucial evidence and lied to a federal court about it all. We represented Arizona victims who sued Goodyear for fraud, and years of deceptions in an effort to cover up their misconduct and deceive the court and victims. After years of intense litigation, including a trip to the United States Supreme Court, the fraud and abuse of process case against Goodyear has just been settled.

Kevin Neal and John Flynn of Gallagher & Kennedy currently have filed suits in Arizona and California alleging consumer fraud against a major health insurance company. Health Net Life Insurance Company, certain affiliates and its parent company Centene ("Health Net"), have been sued for unlawfully refusing to pay millions of dollars in claims to treatment centers in Arizona and California providing treatment to Health Net's insureds. As set forth in the lawsuit filed by Gallagher & Kennedy, Health Net deliberately stopped paying treatment providers in California and other states as part of a broad, deliberate and deceptive scheme to both deny lawful payment and withhold amounts due for services delivered to Health Net patients by the Members. The lawsuit seeks proper reimbursement, as well as other damages, from Health Net caused by their fraudulent behavior. The lawsuit was filed only after the centers and counsel, exhausted regulatory, political and non-litigation options in an attempt to resolve the dispute with Health Net.

Gallagher & Kennedy is serving as co-lead counsel for the *In Re Bard IVC Filter* MDL. In its capacity as co-lead, Gallagher & Kennedy is responsible for the preparation of the plaintiffs' case, including all discovery, retention and preparation of experts, and motion practice for thousands of plaintiffs across the country. In its capacity as co-lead, Gallagher & Kennedy develops the case strategy and directs the efforts of 23 law firms that serve on Plaintiffs' Steering Committee. The case is primarily a product liability action, but the case also involves claims of misrepresentation and fraud against the defendant.

In *Barba et al. v. Lee*, U.S.D.C. Ariz., case no. CV-09-1115, we represented defendants against claims asserted by 27 consolidated plaintiffs, including claims for common law fraud and state statutory deceptive trade practices and consumer fraud acts. The case itself involved claims by former students and

Mr. Jerry Connolly
Procurement Manager
October 27, 2017
Page 3

employees of Dahn Yoga centers based on allegations that the enterprise was a "cult" run by Dr. Lee that engaged in fraudulent practices in dealing with plaintiffs and other consumers. After significant motion practice, we were able to defeat most of the claims and ultimately to obtain dismissal — either voluntarily or involuntarily — of all plaintiffs without payment by defendants.

In *In re: On-Line Travel Company (OTC) Hotel Booking Antitrust Litigation*, U.S.D.C. N.D. Texas, case no. 3:12-cv-3515-B, we represented Best Western International in defense of various claims arising out of online travel company booking practices, including a claim under Arizona's Consumer Fraud Act. The matter was a consolidation of numerous class actions from across the country by the MDL Panel. The cases all involved allegations against numerous hotel companies and the major online travel companies (OTCs) who have websites that offer hotel rooms to consumers. The plaintiffs alleged the existence of a conspiracy between the OTCs and hotel companies to enforce alleged resale price maintenance and rate parity agreements between them and to defraud consumers regarding price. The plaintiffs also asserted state and federal antitrust claims as well as violations of state consumer protection statutes, including Arizona's Consumer Fraud Act. We obtained the successful dismissal of all claims against our clients on motions.

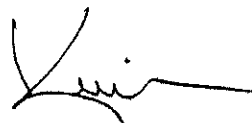
Robert Boatman and Shannon Clark, served as co-lead counsel for all the Arizona state court cases involving Ford Explorers and Firestone ATX, ATX II and Wilderness tires. The litigation was brought to successful resolution with settlements of the various individual cases. The case involved coordination with the related MDL, as well as various Arizona lawyers relating to the handling of their individual claims.

Gallagher & Kennedy and, specifically, the team proposed in the enclosed response are qualified to perform the services as outlined in the Scope of Work of this solicitation. For the purpose of this submission, I, Kevin Neal, am the shareholder authorized by the firm to contractually obligate Gallagher & Kennedy. All my contact information is listed on this letterhead. Furthermore, and on behalf of the firm, the requirements of the solicitation are accepted.

We look forward to the opportunity of continuing our longstanding relationship with the State and the Attorney General's Office. Thank you for your consideration.

Very truly yours,

GALLAGHER & KENNEDY, P.A.



Kevin D. Neal
On Behalf of the Firm

Enclosures

6260942v1/1-0008

G|K

GALLAGHER & KENNEDY, P.A.

RESPONSE TO THE STATE OF ARIZONA'S

REQUEST FOR PROPOSAL

**OUTSIDE COUNSEL – CONSUMER FRAUD AND RELATED
CIVIL ACTIONS (CONTINGENCY FEE ONLY)**

Solicitation Number: AG18-0013

Dated: October 27, 2017

Gallagher & Kennedy, P.A.
Attn: Kevin Neal
2575 East Camelback Road
Phoenix, Arizona 85016-9225
(602) 530-8000 (Main Telephone)
(602) 530-8500 (Facsimile)

GALLAGHER & KENNEDY, P.A.

RESPONSE TO THE STATE OF ARIZONA'S


REQUEST FOR PROPOSAL

**OUTSIDE COUNSEL – CONSUMER FRAUD AND RELATED CIVIL ACTIONS
(CONTINGENCY FEE ONLY)**

Solicitation Number: AG18-0013

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 - 1.1.1 Completed and signed Offer and Acceptance form
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 - 1.1.4 Bar Complaint/Malpractice Questionnaire
 - 1.1.5 Rate Schedule
 - 1.1.6 Qualifications of Key Personnel
 - 1.1.7 References
2. Confidential Information
Completed Attachment II
3. Suspension or Debarment Status (not applicable)
4. Insurance Policy Declarations
5. Biographical Data for Attorneys

	<p align="center">NOTICE FOR REQUEST FOR PROPOSAL SOLICITATION # AG18-0013</p>	<p align="center">State of Arizona Office of the Attorney General 1275 W Washington ST Phoenix, AZ 85007-2926</p>
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NOTICE

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

REQUIREMENTS

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

OVERVIEW OF SERVICES


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

INSTRUCTIONS FOR RESPONSE

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

QUESTIONS REGARDING RFP

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

	<p style="text-align: center;">REQUEST FOR PROPOSAL SOLICITATION # AG18-0013</p>	<p style="text-align: center;">State of Arizona Office of the Attorney General 1275 W Washington ST Phoenix, AZ 85007-2926</p>
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DESCRIPTION: AG18-0013 OUTSIDE COUNSEL – CONSUMER FRAUD AND RELATED CIVIL ACTIONS (CONTINGENCY FEE ONLY)

SOLICITATION DUE DATE/TIME: PROPOSALS ARE DUE BY OCTOBER 31, 2017 AT 3:00PM Local AZ Time

THIS RFP IS BEING ISSUED OUTSIDE PROCUREAZ. DO NOT SEND YOUR RESPONSE TO PROCUREAZ. THE INSTRUCTIONS FOR RESPONDING ARE INCLUDED IN THIS RFP.

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

OFFER DELIVERY LOCATION: Proposals shall be mailed or delivered to the Office of the Arizona Attorney. Proposals must be in a sealed envelope or container. Proposals should be marked Solicitation #AG18-0013. No fax or electronic copies will be accepted. All proposals must be received by the Solicitation due date and time specified. Any response received after the Solicitation due date and time specified will not be considered.

PHYSICAL MAILING and DELIVERY ADDRESS:


Arizona Attorney General
Procurement Section
1275 West Washington Street
Phoenix, Arizona 85007

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

QUESTIONS REGARDING RFP:

<p style="text-align: center;">Solicitation Contact Person: Jerry Connolly, Procurement Manager Phone: (602) 542-8030 / Fax: (602) 251-2285 E-mail: Jerry.Connolly@azag.gov</p>	<p style="text-align: center;">Solicitation Contact Person: Cindy Palmer, Procurement Officer Phone: (602) 542-7986 / Fax: (602) 251-2285 E-mail: Cindy.Palmer@azag.gov</p>
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Offerors are Strongly Encouraged to Carefully Read the Entire Request for Proposal

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1. SCOPE OF WORK

1.1. Background

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

1.2. Purpose

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

1.3. Assignment of Cases

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

1.4. Goals

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


1.5. Hierarchy

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

1.6. Scope of Work Tasks

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

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

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

1.7. Reporting

1.7.1. Monthly Reports

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

1.7.2. Reporting of Related Class Action Litigation

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


1.8. Compensation

1.8.1. Contingency

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

1.8.2. Compensation


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

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

1.9. Basis of Compensation

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

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

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


1.10. Challenge to Contingency Fee Arrangements

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

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

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

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

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

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

1.11. Court Awarded Attorney Fees

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


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

1.12. Settlement

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

1.13. Advance Payment Prohibited

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

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2. SPECIAL TERMS AND CONDITIONS

2.1. Contract

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

2.2. Contract Type/Compensation

Contingency Fee

2.3. Term of Contract

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

2.4. Termination without Cause


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

2.5. Termination with Cause

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

2.6. Documents Incorporated by Reference

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

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

2.7. Estimated Usage

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

2.8. Non-Exclusive Contract

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

2.9. Ownership of Materials

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


2.10. Outside Counsel Responsibilities

2.10.1. Outside Counsel

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

2.10.2. Key Personnel

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

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

2.10.3. Lead Counsel

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

2.10.4. Other Key Personnel

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

2.10.5. Removal of Outside Counsel's Employees

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

2.10.6. Availability of Outside Counsel

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

2.10.7. Submission of Electronic Deliverables

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


2.11. Oversight and Draft Document Review

2.11.1. Oversight

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

2.11.2. Review of Services

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

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

2.11.3. Draft Document Review

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

2.11.4. Settlements/Compromises

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

2.11.5. Depositions

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


2.11.6. Testimony

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

2.11.7. Media

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

2.11.8. Privileged Communications

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

2.12. Records

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

2.13. Professional Responsibility

2.13.1. General

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

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

2.13.2.1. Conflicts

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

2.13.2.2. Related Class Action Litigation As Conflict



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

2.13.2.3. Litigation against the State of Arizona

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


2.14. Indemnification Clause

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

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

2.15. Insurance Requirements

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

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

2.16. Minimum Scope and Limits of Insurance

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

2.16.1. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Outside Counsel.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Outside Counsel.


2.16.2. Business Automobile Liability

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

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

2.16.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory

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

2.16.4. Professional Liability (Errors and Omissions Liability)

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

2.17. Additional Insurance Requirements

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


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

2.18. Revision to Minimum Insurance Requirements

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

2.19. Notice of Cancellation

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

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for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Outside Counsel must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly by mail or hand delivery to: Office of the Arizona Attorney General, Procurement Section, 1275 West Washington Street, Phoenix, AZ 85007 or emailed to: procurement@azag.gov, or sent by facsimile transmission to Procurement at: 602-251-2285.

2.20. Acceptability of Insurers

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

2.21. Verification of Coverage

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

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

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

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

2.22. Subcontractors

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

2.23. Approval and Modifications

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



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2.24. Exceptions

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

2.25. Termination at Will

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

2.26. Offshore Performance of Work Prohibited

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

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

State of Arizona
Office of the Arizona Attorney General
Civil Litigation Division
1275 West Washington Street
Phoenix, AZ 85007



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3. SPECIAL INSTRUCTIONS TO OFFERORS

3.1. Solicitation Inquiries

3.1.1. Issuing Office Solicitation Contact Person

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

3.1.2. Solicitation Clarifications

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

3.1.3. Solicitation Amendments

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

3.2. Solicitation Submission Guidelines

3.2.1. Late Proposals

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

3.2.2. Submission Submittal Guidelines

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

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

3.2.2.3 Proposals delivered to the Office of the Arizona Attorney General must be in a sealed envelope or container and clearly labeled Solicitation AG18-0013. Proposals will not be considered "received" until they arrive at the location specified on the cover page.

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

3.2.3. Familiarization of Scope of Work

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



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

3.3. Components of a Complete Proposal

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

3.3.2. Proposal Format

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

3.3.2.1. Transmittal Letter

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

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

3.3.2.2. Attachment I

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

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

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

3.3.3. Confidential Information

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



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

3.3.4. Suspension or Debarment Status

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

3.3.5. Insurance

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

3.4. Proposal Opening

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

3.5. Offer and Acceptance Period

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

3.6. Evaluation Criteria

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

3.6.1. Capacity of Firm

3.6.2. Experience and Expertise of the Firm and Key Personnel

3.6.3. Cost



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3.7. Discussions


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

3.8. Best and Final Offer

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

3.9. Definitions of Key Words Used in the Solicitation

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

	<p style="text-align: center;">ADDENDUM I SOLICITATION # AG18-0013</p>	<p style="text-align: center;">State of Arizona Office of the Attorney General 1275 W Washington ST Phoenix, AZ 85007-2926</p>
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Standard Contract Addendum for All Office of the Arizona Attorney General Contingency Fee Contracts As Per A.R.S. §41-4803

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

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

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

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

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

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

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

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



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

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

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