



ATTACHMENT III

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NO: AG12-0015



OFFER AND CONTRACT AWARD

Office of the Attorney General
Purchasing Unit
1275 West Washington Street
Phoenix, Arizona 85007
(602) 542-8030
Fax: (602) 542-8079

SOLICITATION NO. AG120015

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 understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions. In accordance with A.R.S. § 35391 and A.R.S. § 35393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

General Information:

For clarification of this Offer Contact:

2010445-X

Arizona Transaction Privilege (Sales) Tax License Number

Robert B. Carey

Name

91-2017394

Federal Employer Identification Number

602-840-5900

Telephone Number

602-840-3012

Fax Number

Hagens Berman Sobol Shapiro LLP

Company Name

rob@hbslaw.com

E-Mail Address

11 West Jefferson Street, Suite 1000

Company Address

[Signature]

Signature of Authorized Person

12/9/11
Date

Phoenix, Arizona 850032300

City State Zip Code

Robert B. Carey

Printed Name

602-840-5900

General Office Telephone Number

Phoenix Managing Partner

Title

Small business certification: Vendor is / is not a small business (less than 100 employees or has gross revenues of \$4 million or less)
Vendor is / is not a Veteran Owned Business Enterprise.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Arizona State Use Only)

Your offer is hereby accepted:

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon this solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Office of the Attorney General.

This Contract shall henceforth be referred to as Contract No. AG12-0015

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document.

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

Awarded this 5th day of January, 2012

[Signature]
Jerry Connolly
Procurement Manager

Connolly, Jerry

From: Robert Carey [rob@hbsslw.com]
Sent: Wednesday, December 28, 2011 11:41 AM
To: Connolly, Jerry
Cc: Cindy Johnson
Subject: clarification

Mr. Connolly, below is our clarification, as requested. If this is not satisfactory, please advise, but I think this clarifies the proposed payment approach:

5.10 Fee Schedule:

If there is a recovery and collection of damages or penalties for the State and subject to judicial approval for reasonableness of attorneys' fees and , the amount of compensation to the Offeror will be as set forth in paragraphs 1.1 and 1.2 of the solicitation and in no event will exceed the fees set forth in A.R.S. § 41-4803. In the event that Counsel receives hourly fees instead of or in combination with the contingency fee set forth in Item 1.2 of the solicitation, the hourly rates are as follows:

Hourly Rate Table

Counsel	Hourly Rate
Partner	\$395
Associate	\$250
Nurse Paralegal	\$145
Paralegal/Legal Assistant	\$125
Law Clerk	\$80

The costs of litigation may include any litigation expenses generally recognized by the courts, including court fees, copying, expert fees, travel, court reporter fees, etc. Any request for costs will be adequately supported, as required by the court or the State.

Robert B. Carey | Partner
Hagens Berman Sobol Shapiro LLP
11 West Jefferson, Suite 1000 - Phoenix, AZ 85003
Direct: 602-840-5900
Email rob@hbsslw.com | www.hbsslw.com





ANNOUNCEMENT

SOLICITATION NO: AG12-0015

Office of the Attorney
General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NUMBER: AG12-0015

DESCRIPTION: Outside Counsel – Pharmaceutical Practices

SOLICITATION DUE DATE: December 9, 2011 at 3:00 pm Local Arizona Time.

OFFER DELIVERY LOCATION: Arizona Office of the Attorney General, located at 1275 West Washington Street, Phoenix, Arizona 85007. Mailing address is Arizona Office of the Attorney General; Purchasing; 1275 West Washington Street; Phoenix, AZ 85007-2926.

In accordance with ARS § 41-2534 competitive sealed proposals for the services specified will be received by Arizona Office of the Attorney General Procurement at the specified location 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 the Arizona Office of the Attorney General, Procurement Office, on or prior to the Solicitation Due Date and Time, and at the location indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed package with the Request for Proposal number and the Offeror's name and address clearly indicated on the package. Additional instructions for preparing a proposal are provided in the Uniform and Special Instructions to Offeror as contained within this Request for Proposal.

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

Solicitation Contact Person:

Jerry Connolly, Contract Officer
Office of the Attorney General
Purchasing Unit
1275 West Washington Street
Phoenix, AZ 85007
Telephone Number: (602) 542-8030
Facsimile Number: (602) 542-8079
E-mail: jerry.connolly@azag.gov

Jerry Connolly
Jerry Connolly
Procurement Manager

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I. SCOPE OF WORK

Office of the Attorney General

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1 PURPOSE

The purpose of this contract is to retain legal counsel to aid the Arizona Attorney General (AGO) in determining whether the AGO should bring legal action [REDACTED] ([REDACTED]) for misrepresenting and fixing the reported average wholesale prices of hundreds of brand name drugs. If the AGO determines that legal action is warranted, legal counsel will bring such action on a contingency fee basis.

2 BACKGROUND

[REDACTED]

[REDACTED]

3 GOALS

To determine whether to file a lawsuit against [REDACTED] seeking injunctive relief and civil penalties for violations of Arizona law.

4 HIERARCHY

The retention of counsel is intended to aid the Attorney General in representing the State of Arizona [REDACTED]. The Attorney General 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.

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5 SCOPE OF WORK TASKS

The Counsel shall be responsible for the following tasks and shall perform these tasks in accordance with the Method of Approach prepared by the Counsel in responding to this Request for Proposal and as accepted by the Office of the Attorney General.

5.1 Evaluation of Legality of Pharmaceutical Wholesale Pricing Practices

5.2 Decision Process

5.3 Pre-Litigation Activities

5.4 Litigation Support

5.5 Post-Litigation Support

6 REPORTING

Counsel shall prepare and submit monthly reports to the AGO summarizing activities from the previous month and detailing the costs incurred. Where expenses are disbursed or are incurred by Counsel which also benefit other clients of Counsel in other, similar litigation, only the portion of such expenses fairly and properly allocable to Plaintiff(s) in the Litigation shall be claimed as reasonable expenses of prosecuting the 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 Attorney General.



II. SPECIAL TERMS AND CONDITIONS

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1. Contract

Authority to Contract: This Contract is issued for the Arizona Attorney General Office in accordance with ARS § 41-2538.

1.1. Contract Type/Compensation

1.1.1. Contingency

Neither the Office of the Attorney General nor the State of Arizona is liable under this agreement to pay compensation to Counsel, other than from monies which may be paid to the State or its agencies party to the Litigation, whether by settlement or judgment, from any entities named as defendants in the Litigation.

1.1.2. Compensation

Compensation shall be contingent upon recovery and collection of damages or monetary penalties, except as provided in 1.2 below. The amount of compensation shall be based on the amount of damages or monetary penalties recovered to the extent that such funds are available after reimbursement for all disbursements as set forth in 1.2.4 below. The reasonableness of the attorney's fees must be approved by the court. It is understood that only one fee, calculated as provided in this section, will be paid.

1.2. Provisions of A.R.S. § 41-4803 - Contingent Fee Limitation; Requirements

If there is a recovery and collection of damages or penalties for the State and subject to judicial approval for reasonableness of attorneys' fees, the amount of compensation to the Counsel will be as follows and in no event will exceed the fees set forth in A.R.S. § 41-4803, a copy of which is attached:

- 1.2.1.1. For amounts obtained by the State of Arizona from a defendant who is settling or with respect to which a judgment has been entered within two (2) months of the date of this agreement, Counsel shall receive three (3) percent of any recovery.
- 1.2.1.2. For amounts obtained by the State of Arizona from a defendant who is settling with respect to which a judgment has been entered between two (2) and four (4) months of the date of this agreement, Counsel shall receive four (4) percent of any recovery.
- 1.2.1.3. For amounts obtained by the State of Arizona from a defendant who is settling or with respect to which a judgment has been entered between four (4) and nine (9) months of the date of this agreement, Counsel shall receive eight (8) percent of any recovery so long as Counsel's fee does not exceed the limitations set forth in A.R.S. § 41-4803.
- 1.2.1.4. For amounts obtained by the State of Arizona from a defendant who is settling or with respect to which a judgment has been entered after nine (9) months of the date



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of this agreement, Counsel shall receive thirteen (13) percent of any recovery so long as Counsel's fee does not exceed the limitations set forth in A.R.S. § 41-4803

- 1.2.2. The aggregate contingency fee 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.
- 1.2.2.1. The following requirements shall be incorporated in the contract for contingency fee services and shall remain in effect throughout the contract period and any extensions of the contract:
- 1.2.2.2. An Assistant Attorney General retains complete control over the course and conduct of the case.
- 1.2.2.3. An Assistant Attorney General with supervisory authority is personally involved in overseeing the litigation.
- 1.2.2.4. An Assistant Attorney General retains veto power over any decisions made by the private attorney.
- 1.2.2.5. Any defendant that is the subject of the litigation may contact the lead attorney of the Office of the Attorney General directly without having to confer with the private attorney.
- 1.2.2.6. An Assistant Attorney General with supervisory authority for the case attends all settlement conferences.
- 1.2.2.7. Decisions regarding settlement of the case are reserved exclusively to the discretion of the Assistant Attorney General and this state.
- 1.2.3. **Challenge to Contingency Fee Arrangements**

The Office of the Attorney General and Counsel are aware that defendants in similar litigation involving public entities have previously challenged and sought to invalidate contingency fee arrangements between public entities and outside counsel. The Office of the Attorney General and Counsel believe that A.R.S. §§ 41-191(C) and the exception in 41-191(D) applies and that any such challenges to this agreement lack merit and that this contingent fee arrangement is valid and in the public interest. The Office of the Attorney General agrees to join Counsel in opposing any such challenge. However, in the event that this contingent fee arrangement is found invalid, Counsel agree, subject to 1.1.5 below, to continue to represent the State in the Litigation with the understanding that, if there is no recovery, the State will owe nothing for attorney fees. The Office of the Attorney General agrees to use its best efforts to support any application for such fees and expenses made



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pursuant to this paragraph.

1.2.4. Invalid Contingency Fee Arrangements

If there is a recovery for the State and this contingent fee arrangement is found to be invalid, Counsel and the Office of the Attorney General agree that Counsel and the Office of the Attorney General are entitled to the fair market value of their legal services expended on behalf of the State. The Office of the Attorney General agrees to use its best efforts to support any application for such fees and expenses made pursuant to this paragraph.

1.2.5. Costs, Expenses and Disbursements

1.2.5.1. No Cost Recovery or Court Awarded Costs

Costs advanced by Counsel are for the public purpose of protecting and advancing the State's claims. Reimbursement by the State for any costs advanced is subject to recoveries or court awarded costs in the lawsuit. However, in the event there are no recoveries or court awarded costs, the Office of the Attorney General agrees to seek a legislative appropriation to reimburse such costs. Counsel understands and acknowledges that the Office of the Attorney General's obligation under said circumstances is subject to appropriation.

1.2.5.2. Complete or Partial Cost Recovery or Court Awarded Costs

If there is a recovery for the State, all costs advanced by Counsel for reimbursable costs of litigation shall first be reimbursed in amounts equal to their respective contributions. If Counsel recovers monies in the litigation, but in an amount that does not exceed the reimbursable costs and disbursements in the Litigation, such monies shall be used to reimburse disbursements. If there is no recovery of penalties, damages or court awarded attorney fees, the Office of the Attorney General will seek a legislative appropriation for reimbursement of advanced costs.

1.2.6. Court Awarded Attorney Fees

The State intends to seek an award from the court of fees and costs for prosecution of the case. 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 Counsel under this agreement.

1.2.7. Settlement

This compensation agreement applies to any settlement. In the event the litigation is resolved by the settlement for injunctive relief only, or under terms involving the provision of goods, services or other "in-kind" or non-monetary payment, including favorable future prices



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for Pharmaceutical products, rebates or other credits for consideration, Counsel will receive costs and hourly fees for all work done. In such an event, the State agrees not to settle the case unless the defendants agree to pay said amount.

1.2.8. Advance Payment Prohibited

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

1.3. Term of Contract

The term of the Contract shall extend from the date of appointment through the term of Litigation unless terminated pursuant to the terms and conditions of this agreement.

1.2.1. Termination Without Cause

The AGO may terminate this agreement without cause and without penalty upon at least thirty (30) days written notice to Counsel. Counsel terminated without cause will be entitled to be reimbursed for reasonable out-of-pocket costs and for pro-rata fees.

1.2.2. Termination With Cause

The AGO may terminate this agreement, for cause if Counsel breaches any material terms or conditions of this agreement, or fails to perform or fulfill any material obligation under this agreement upon seven (7) days written notice to Counsel of any intent to terminate. If Counsel does not cure the breach of failure to perform within seven (7) days or such longer period as specified by the AGO, the AGO may terminate this agreement. If Counsel is terminated for cause Counsel shall not be entitled to compensation or reimbursement of any kind under this agreement.

1.2.3. Hardship

Counsel enters into this agreement with the expectation that Counsel will prosecute the Litigation to its conclusion in accordance with the terms of this agreement. However, in the event that Counsel becomes insolvent or suffers substantial financial or business hardship such that it would be unduly burdensome for Counsel in their opinion to continue to participate in the representation of the State of Arizona in the Litigation, Counsel may withdraw from this agreement, effective 60 days after delivery of written notice to the AGO. If Counsel withdraws in accordance with this paragraph, Counsel shall be entitled to compensation for any attorney time and costs based on actual hours and prevailing rates only, to the extent that any funds are recovered for damages or for an award of attorney fees, subject to approval by the AGO.

1.4. Documents Incorporated by Reference



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The State of Arizona's Uniform Instructions to Offerors (Rev 3-7-2011) and Uniform Terms and Conditions (V8 - Rev 3-7-2011) and are incorporated into this Contract as if fully set forth herein. Offerors are encouraged to obtain these documents. Offerors may obtain copies by any of the following means:

- 1.4.1. Visit the Arizona State Procurement Office (SPO) web site at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp;
- 1.4.2. Calling the Attorney General Office, Procurement at (602) 542-8030;
- 1.4.3. Faxing a request to the Attorney General Office, Procurement at (602) 542-8079;
- 1.4.4. Mailing a request to the Attorney General Office, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007; or
- 1.4.5. Picking up a copy at the Attorney General Office, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007.

1.5. 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 that may be performed under any resulting Contract.

1.5. Ownership of Materials

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

2. Counsel Responsibilities

2.1. Key Personnel

It is essential that the Counsel provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Counsel must assign specific individuals to key positions. The 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 Counsel's proposal. Therefore, the 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. The 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



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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. The Counsel shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under this Contract. The Counsel agrees to reveal its staffing levels by function, including resumes, upon request by the AGO at any time during the performance of this Contract.

2.1.1. Lead Counsel

The 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 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.

2.1.2. Other Key Personnel

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

2.2. Removal of Counsel's Employees

The AGO may require the 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.

2.3. Availability of Counsel

The 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.

2.4. Submission of Electronic Deliverables on Compact Disk (CD)

At the request of the AGO, the Counsel shall submit deliverables on microcomputer Compact Disks. All electronic deliverables shall be packaged in accordance with standard commercial practices. CD's shall be IBM compatible and labeled to indicate: 1) Name of deliverable; 2) Counsel Name; 3) Project description; and 4) Date written. All files contained on the CD shall be in a format compatible with the AGO's software.

2.5. Records Retention In accordance with ARS §41- 4803

2.5.1. The requirements of A.R.S. § 41-4803 are listed below and attached. These requirements are



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minimum and may be superseded by other statutory requirements listed within this agreement.

2.5.2. Counsel providing 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. Counsel shall make all the records available for inspection and copying on request pursuant to A.R.S. Title 39, Chapter 1, Article 2. 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.

3. Oversight and Draft Document Review

3.1. Oversight

The retention of counsel is intended to aid the Attorney General in representing the State of Arizona in a major matter. The Attorney General 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. The Counsel shall acknowledge and defer to the Attorney General for direction and decisions.

3.2. Review of Services

The Attorney General reserves the right to review all and every part of the Services during performance or after completion as the Attorney General 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 Attorney General may order that no further services be performed and may reject and refuse to pay for any improperly performed services.

3.3. Draft Document Review

Document review of all documents is required to assure the AGO approval of the information, content and completeness. Documents for review shall include all pleadings, petitions, findings and any other document produced in the pursuit of this matter. All Draft deliverables and other materials developed by the Counsel as part of this project shall be reviewed and approved in writing by the AGO prior to finalizing the material. Counsel shall promptly provide, in final form, the

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designated assistant with copies of all pleadings, discovery requests and responses, and relevant correspondence related to the Litigation.

3.4. Settlements/Compromises

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

3.5. Depositions

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

3.6. Testimony

Should 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, Counsel shall prior to the scheduled time of each hearing supply to the Attorney General or his designated representative in writing all information likely to be disclosed at said hearing as well as Counsel's position thereon. Should 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, Counsel shall notify the Attorney General or his designated representative in advance of the date and time of such hearing to enable State of Arizona representatives to attend and participate.

4. Privileged Communications

All confidential communications between the Attorney General, any State of Arizona officer, employee or agent ("Arizona") and Counsel, whether oral or written, and all Documentation, whether prepared by Counsel or supplied by Arizona shall be considered privileged communications and shall not, except as required by law, be communicated by Counsel to any public agency, insurance company, rating organization, contractor, vendor, or Counsel, whether or not connected in any manner with Arizona or Counsel, without the prior consent of the Attorney General. If such communications are approved, or if such communications are required to be disclosed by law, Counsel shall provide the Attorney General



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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, Counsel shall 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 Counsel's position thereon.

5. Records

Under A.R.S. § 35-214 and A.R.S. §35-215, the 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 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. The Counsel shall agree to make available at the office of the 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. The 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.

6. Pricing

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

7. Invoicing and Payment

The Counsel should submit an invoice, in accordance with the terms and conditions of this contract, to the AGO for payment. The invoice shall clearly identify the contract number.

8. 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.

9. Professional Responsibility



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9.1. General

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.

9.2. Liability

In the event that Counsel breaches its obligations under this Agreement, Counsel shall take the necessary actions to correct and cure its breach of this Agreement. If Counsel, upon notification of said breach does not promptly take steps to correct the breach, the Attorney General without waiving any other rights or remedies it may have at law or otherwise may do so and Counsel shall reimburse the Attorney General for all expenses and costs incurred in performing such corrective action.

10. Conflict of Interest/Litigations against the State of Arizona

10.1. Conflicts

The 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 Counsel. The decision as to whether the conflict is remote or disqualifying will be the Attorney General's decision.

10.2. Litigations against the State of Arizona

Counsel is retained only for the purposes and to the extent set forth in this Agreement. 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 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. Counsel shall disclose to the State of Arizona, in the proposal, all litigation, claims and matters in which counsel represents parties adverse to the State of Arizona. If counsel is selected to contract with the State of Arizona pursuant to the Agreement, counsel shall have a continuing duty to disclose such

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information.

11. Federal Immigration Laws, Compliance by State Contractors:

11.1. By entering into the Contract, Counsel warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. Counsel shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the AGO Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. Counsel and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

11.2. The State may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

12. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

12.1. Contracted Counsel warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

12.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contracted Counsel may be subject to penalties up to and including termination of the Contract.

12.3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Contract.

12.4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contracted Counsel or subcontractor is complying with the warranty under paragraph 12.1.

13. Indemnification



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Counsel Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 Contractor 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 contractor 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 Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the State of Arizona.

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

14. Insurance Requirements

12.1. General Requirements

12.1.1. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

12.1.2. 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.



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12.2. Minimum Scope and Limits of Insurance:

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

12.2.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury 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
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

12.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

12.2.3. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.3. Business Automobile Liability

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

12.3.2. Combined Single Limit (CSL) \$1,000,000

12.3.3. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

12.3.4. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.4. Worker's Compensation and Employers' Liability

12.4.1. Workers' Compensation Statutory



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12.4.2. Employers' Liability

12.4.2.1.	Each Accident	\$ 500,000
12.4.2.2.	Disease – Each Employee	\$ 500,000
12.4.2.3.	Disease – Policy Limit	\$1,000,000

12.4.3. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.4.4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

12.5. Professional Liability (Errors and Omissions Liability)

12.5.1.	Each Claim	\$1,000,000
12.5.2.	Annual Aggregate	\$2,000,000

12.5.3. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that 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.

12.5.4. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

12.6. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

12.6.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

12.6.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.6.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

12.7. NOTICE OF CANCELLATION:

With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to Jerry Connolly, Office



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of the Arizona Attorney General, 1275 West Washington Street, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

12.8. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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 Contractor from potential insurer insolvency.

12.9. VERIFICATION OF COVERAGE:

12.9.1. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

12.9.2. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

12.9.3. All certificates required by this Contract shall be sent directly to Jerry Connolly, Office of the Arizona Attorney General, 1275 West Washington Street, Phoenix, AZ 85007. 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, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

12.10. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

12.11. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.



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12.12. EXCEPTIONS:

In the event the Contractor or sub-contractor(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 contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

15. Notices Correspondence and Invoices

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

AGO Assistant Attorney General – Anti-Trust Unit

Arizona Office of the Attorney General

1275 West Washington Street

Phoenix, AZ 85007

Telephone: 602-542-XXXX

Fax: 602-542-XXXX

E-mail: xxxx.xxxx@azag.gov

	III. SPECIAL INSTRUCTIONS TO OFFERORS	Office of the Attorney General
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1. Solicitation Inquiries

1.1. Issuing Office Solicitation Contact Person

The AGO Procurement Office 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 proposals to this Solicitation.

1.2. Solicitation Clarifications

No later than the Solicitation Questions due date and time, all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person via: email (preferred), facsimile 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.

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.

2. Solicitation Submission Guidelines

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. Proposals are to be delivered to the Issuing Office, as indicated on the front page of this solicitation, and clearly designated as a Proposal for this specific Solicitation. Proposals delivered to any other location will not be considered "received" until they arrive at the location specified on the cover page. AGO will not waive delay in delivery resulting from need to transport a proposal from another location, or error or delay on the part of the carrier.

2.2. Mailing of Proposals

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

2.3. Prime Counsel

A "team arrangement" or "multiple firm arrangement" may be proposed, but must be proposed as a Counsel/Co-Counsel relationship. A "Prime Counsel" must be designated. The Prime Counsel shall be responsible for all contractual obligations and the management of all "Co-Counsels". The

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AGO will not become part of any negotiations between a Prime Counsel and a Co-Counsel or accept any invoices from Co-Counsel. A Proposal that reflects a teaming arrangement designating more than one entity as a cosigner of the proposal is not acceptable.

3. Familiarization of Scope of Work

The Offeror should carefully review the requirements of the Solicitation and familiarize itself with the Scope of Work, laws, regulations and other factors so to satisfy itself as to the expense and difficulties of the work to be performed. The signing of the Offer and Contract Award form will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the Contract, for lack of such familiarization.

4. Components of a Complete Proposal

4.1. Offer Submittal:

Offerors should submit their Offer as **One (1) original unbound set; three (3) bound copies**. The original copy of the proposal should be clearly labeled "**ORIGINAL**". The material should contain a table of contents, be in the sequence listed in section 5 below, and be related to the Request for Proposal. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

4.2. Conformance to the RFP

Conformance to the RFP will be evaluated. The Offeror should use the provided forms and formats or forms and formats substantially similar. Failure to include the requested information, providing incomplete information or adding irrelevant information may result in lower evaluation scores and may have a negative impact on the evaluation of the Offeror's proposal.

5. Proposal Format

The following information should be submitted with each proposal and in this order. This format provides a section layout for the proposal and pricing section. Failure to include all of the requested information may result in a proposal being rejected.

5.1. Offer and Contract Award Form (ATTACHMENT I)

Offeror should 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.

5.2. Solicitation Amendments

Receipt of Solicitation Amendment(s) should be acknowledged by signing and returning the

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document with the proposal or prior to the Solicitation due date and time, to the Solicitation Contact Person listed on the cover page of this Solicitation.

5.3. Exceptions to the RFP

An Offeror who takes exception to any portion of the Solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Offeror is taking exception to a section or sections of the Solicitation, the Offeror shall designate a section in the proposal titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the State of Arizona.

5.4. Confidential Information

All Offers submitted and opened in response to this RFP are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. 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.

5.5. 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.

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5.6. 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.

5.7. References

Provide a list of three references where the services provided were similar to those described in this RFP. The reference information should include the following: Client Name, Street Address, City/State/Zip Code, Contact Name/Title, Contact Phone Number, Contact E-Mail Address and Summary of Project.

5.8. Method of Approach

- 5.8.1. Develop an organizational chart along with a description on how you would staff this project. Include all resources required, both internal and external to your Office.
- 5.8.2. Designate the lead counsel and indicate that individual's availability to undertake the proposed litigation.
- 5.8.3. Name the Attorneys who will be principally responsible for this case.
- 5.8.4. Show the levels of support staff required for this project.
- 5.8.5. Provide an outline of the litigation plan, with estimates of the amount of time projected for each stage of the litigation. The plan should address each task listed in the Scope of Work of this Request for Proposal.
- 5.8.6. Indicate the potential defendants to be named in the law suit.
- 5.8.7. Identify the drugs most commonly implicated in the alleged conduct.

5.9. Conflict 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 propose to resolve any conflicts of interest with the State of Arizona.

5.10. Fee Schedule

Because the Offeror may receive hourly fees instead of or in combination with a contingency fee, please provide a detailed fee and litigation expense proposal. The proposal should show the cost of litigation and other activities. The Offeror should provide sufficient detail to provide an understanding of how the cost will be computed and how the Offeror would invoice the Attorney General's Office.

5.11. Questionnaire Responses

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Respond to the information requested in the Questionnaire portion of this RFP. Responses to the questionnaire must follow the order below and the structure provided within this RFP.

6. Registering In ProcureAZ

The Offeror should register in ProcureAZ. This is the State of Arizona Electronic Procurement system. Registering makes payment of any invoice easier and provides the Offeror an opportunity for notice of any future solicitation. The address for ProcureAz is <https://procure.az.gov>. The Help desk for ProcureAZ can be reached at 602-542-7600 or procure@azdoa.gov.

7. 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. Offerors shall declare all anticipated offshore services in the proposal.

8. 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 shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

9. Offer and Acceptance Period

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

10. Evaluation Criteria

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance.

- 10.1.1. Experience, expertise, reliability, professional reputation, past performance and financial ability of organization;
- 10.1.2. Experience and expertise of key personnel;
- 10.1.3. Method of Approach;
- 10.1.4. Cost.

11. Discussions

After the initial receipt and evaluation of proposals, the AGO may conduct discussions with Offerors

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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.

12. 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.

13. Definitions of Key Words Used in the RFP

13.1. Shall, Must

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

13.2. Should, Will

Indicates something that is recommended but not mandatory.

13.3. May

Indicates something that is not mandatory but permissible.

13.4. Documents

Documents shall include all correspondence, evaluations, depositions, interrogatories, reports, pleadings, memoranda, briefs, information and any other similar documents or material prepared or used in connection with Services in the pursuit of this matter.

13.5. Deliverable

Deliverable shall refer to any report or other work product produced by the Counsel for the Office of the Attorney General.

13.6. Office of the Attorney General

Office of the Attorney General, Attorney General's Office or AGO shall all refer to the Arizona Office of the Attorney General.

13.7. Counsel

Firm or firms awarded contract by AGO for evaluation of and to possibly pursue litigation regarding illegal pharmaceutical wholesale pricing practices.

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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.)

1. Contingent fee limitation; requirements; notices
 - 1.1. The State of Arizona may not enter into a contingency fee contract that provides for the contracted private attorney to receive an aggregate contingency fee in excess of:
 - 1.1.1. Twenty-five per cent of any recovery of less than ten million dollars.
 - 1.1.2. Twenty per cent of any recovery of ten million dollars or more but less than fifteen million dollars.
 - 1.1.3. Fifteen per cent of any recovery of fifteen million dollars or more but less than twenty million dollars.
 - 1.1.4. Ten per cent of any recovery of twenty million dollars or more but less than twenty-five million dollars.
 - 1.1.5. Five per cent of any recovery of twenty-five million dollars or more.
 - 1.2. The aggregate contingency fee 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.
 - 1.3. The State of Arizona 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:
 - 1.3.1. A government attorney retains complete control over the course and conduct of the case.
 - 1.3.2. A government attorney with supervisory authority is personally involved in overseeing the litigation.
 - 1.3.3. A government attorney retains veto power over any decisions made by the private attorney.
 - 1.3.4. Any defendant that is the subject of the litigation may contact the lead government attorney directly without having to confer with the private attorney.
 - 1.3.5. A government attorney with supervisory authority for the case attends all settlement conferences.

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1.3.6. Decisions regarding settlement of the case are reserved exclusively to the discretion of the government attorney and this state.

1.4. The Office of the Arizona Attorney General shall develop a standard addendum to every contract for contingent fee attorney services that the Office of the Arizona 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 1.3.

1.5. Any private attorney under contract to provide services to the State of Arizona 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 A.R.S. 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.



V. QUESTIONNAIRE

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14. Questionnaire

This section requests information about the Counsel. Please follow the format outlined in this section when responding. Do not provide a standard boilerplate for this information or make reference to a brochure or report as part of your response.

1. Business Name, Address and Primary Phone Number:	2. Submittal is for: <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office <input type="checkbox"/> Individual Counsel	3. Year Submitting Entity was Established:					
	9. Name of Parent Company, if any:	9.2. Year Parent Company Established					
6. Is this a U.S. Corporation? If not provide the Country.	7. State of Incorporation, if U.S. Corporation	8. Location of Corporate Headquarters					
10. Names of not more than two Principals to contact:							
	Name	Title	Telephone Number	Fax Number			
a.			()	()			
	E-Mail Address:						
b.			()	()			
	E-Mail Address:						
11. Number of Personnel by Discipline: (Count each person only once, by primary function)							
	Attorneys		Principles		Paralegals		Documentation Staff
	Administrative Staff		Other, Specify		Other, Specify		
12. Summary of Professional Services Fees Received: (Insert Index Number)						Index of Fee Ranges	
Last five years (most recent year first)							
2004 2003 2002 2001 2000							
State of AZ contract work						1.	Less then \$25,000
Government contract work						2.	\$25,001 to \$50,000
All other domestic work						3.	\$50,001 to \$100,000
All other foreign work						4.	\$100,001 to \$500,000
Total work						5.	\$500,001 to \$1 Million
						6.	\$1 Million to \$2 Million
						7.	\$2 Million to \$5 Million
						8.	\$5 Million or greater
13. Business Focus, by Profile, of Firm's Relevant Project Experience							
	Profile of Business Focus	Percentage of Revenue		Profile of Business Focus	Percentage of Revenue		
a.			d.				
b.			e.				
c.			f.				



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Phoenix, AZ
85007-2926

- 1. Qualifications and Experience of your Organization. Provide a brief description of at least 3 cases, similar to a project of this nature, that your firm has worked on. Include the role of your firm.**

Brief Description of Case 1:

Brief Description of Case 2:

Brief Description of Case 3:

Brief Description of Case 4:

Brief Description of Case 5:



V. QUESTIONNAIRE

Office of the Attorney General

SOLICITATION NO: AG12-0015

1275 W Washington
Phoenix, AZ
85007-2926

3.Executive Summary of organization's suitability for a project of this nature



V. QUESTIONNAIRE

SOLICITATION NO: AG12-0015

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

4. Qualifications and Experience of Key Personnel. Provide the names of the attorneys who would be principally responsible for conducting and coordinating this project. Include a description of their practice area, a list of cases with appropriate citations, and any other litigation experience relevant to this project. Full resumes may be added as an attachment.

1. Name of Individual	2. Title
3. Area(s) of Expertise	4. Proposed Project Role
5. Education	

6. Employment History			
	Firms Name	Start Date	End Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

[Empty text area for executive summary]



V. QUESTIONNAIRE

SOLICITATION NO: AG12-0015

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

Name of Individual



ATTACHMENT III

SOLICITATION NO: AG12-0015

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926



OFFER AND CONTRACT AWARD

SOLICITATION NO. AG12-0015

Office of the Attorney General
Purchasing Unit
1275 West Washington Street
Phoenix, Arizona 85007
(602) 542-8030
Fax: (602) 542-8079

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 understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

General Information:

For clarification of this Offer Contact:

Arizona Transaction Privilege (Sales) Tax License Number

Name

Federal Employer Identification Number

Telephone Number

Fax Number

Company Name

E-Mail Address

Company Address

Signature of Authorized Person

Date

City

State

Zip Code

Printed Name

General Office Telephone Number

Title

Small business certification: Vendor is ___ / is not ___ a small business (less than 100 employees or has gross revenues of \$4 million or less)
Vendor is ___ / is not ___ a Veteran Owned Business Enterprise.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Arizona State Use Only)

Your offer is hereby accepted:

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice 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.

This Contract shall henceforth be referred to as Contract No. _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document.

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

Awarded this _____ day of _____, 2011

Jerry Connolly
Procurement Manager



PROPOSAL SUPPLEMENT

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NO: AG12-0015

5.2 Solicitation Amendments:

None

5.3 Exceptions to the RFP:

None

5.4 Confidential Information:

Not applicable.

5.5 Suspension or Disbarment Status:

Neither the firm, nor any persons submitting the proposal, nor its employees, has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. The attorneys are members in good standing of the state bars in which they have been admitted to practice law.

5.6 Insurance:

Attached are the required Certificates of Insurance.



PROPOSAL SUPPLEMENT

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NO: AG12-0015

5.7 References:

Melanie Herring
Office of Administrative Legal Services
Arizona Health Care Cost Containment System
801 East Jefferson
PO Box 25520
Phoenix, AZ 85002
602.417.4238
Melanie.herring@azahcccs.gov

Connecticut Attorney General's Office
Point of Contact
Robert B. Teitelman, Assistant Attorney General
55 Elm Street
Hartford, CT 06141-0120
860.808.5355

James P. Molloy
Chief of Consumer Protection
Montana Department of Justice
215 N Sanders
PO Box 201401
Helena MT 59620
406.444.2026

Richard Rubinstein
General Counsel
San Francisco Health Plan
201 Third Street, 7th Floor
San Francisco, CA 94103
rrubinstein@sfhp.org
415.615.4214

Danny Chou
Chief of Complex and Special Litigation
San Francisco City Attorney's Office
1390 Market St., Seventh Floor
San Francisco, CA 94102
415.554.3807
danny.chou@sfgov.org



PROPOSAL SUPPLEMENT

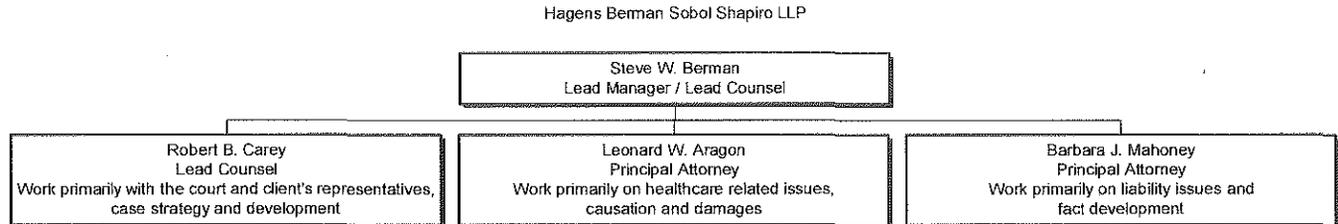
Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NO: AG12-0015

5.8 Method of Approach:

5.8.1. Provide an organizational chart along with a description on how you would staff the Litigation. Include all resources required, both internal and external to your office.



5.8.2. Designate the Lead Counsel and indicate that individual's availability to undertake the Litigation. See above.

5.8.3. Name the attorneys who will be principally responsible for the Litigation. See above.

5.8.4. Show the levels of support staff required for the Litigation. In addition to those listed above, we have investigators and paralegal support as needed.

5.8.5. Provide an outline of the litigation plan, with estimates of the amount of time projected for each stage of the litigation. The plan should address each task listed in the Scope of Work of this Request for Proposal.

[REDACTED]

[REDACTED]

[REDACTED]



PROPOSAL SUPPLEMENT

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

SOLICITATION NO: AG12-0015

5.9 Conflict of Interest:

None.

5.10 Fee Schedule:

Compensation and costs shall be contingent upon recovery and collection of damages or monetary penalties. The costs of litigation will be borne either out of any recovery or, if none, by counsel. These costs may include any litigation expenses generally recognized by the courts, including court fees, copying, expert fees, travel, court reporter fees, etc. Any request for costs will be adequately supported, as required by the court or the State. Counsel proposes a contingent fee agreement at the rates set forth in A.R.S. § 41-4803. Should the State require our hourly rates, they are as follows:

Hourly Rate Table

Counsel	Hourly Rate
Partner	\$395
Associate	\$250
Nurse Paralegal	\$145
Paralegal/Legal Assistant	\$125
Law Clerk	\$80

DESCRIPTIONS (Continued from Page 1)

Automobile Liability with respect to liability arising out of the activities performed by or on behalf of the Contractor as required by written contract. Coverage is primary. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured – Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of Leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).
2. This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Under DEFINITIONS (Section V), Paragraph

a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.
- d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion** in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
(2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Part **d.** the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section **II – Who Is An Insured** or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section **II – Who Is An Insured** or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision **M.** does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision **N.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I – Coverages**) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/09/2011

PRODUCER ProQuest, a division of Alliant 200 South Wacker Drive; Suite 3030 Chicago, IL 60606 312 930-1967	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Hagens Berman Sobol Shapiro, LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER B: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER C: Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Axis Surplus Insurance Company	26620	INSURER B: Nautilus Insurance Company	17370	INSURER C: Gotham Insurance Company	25569	INSURER D:		INSURER E:	
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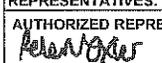
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER Lawyers Prof Lawyers Prof Lawyer rof	ENN762349/01/201 PLP_1000190_P-1 LF10005911	08/18/2011 08/11/2011 08/11/2011	08/18/2012 08/18/2012 08/18/2012	* See Description * *

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***A limit of liability in excess of \$1,000,000 per claim/\$2,000,000 in the annual aggregate**

CERTIFICATE HOLDER AGO Assistant Attorney General Anti-Trust Unit AZ Office of the Atty General 1275 West Washington Street Phoenix, AZ 85007	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





V. QUESTIONNAIRE

SOLICITATION NO: AG12-0015

Office of the Attorney General

1275 W Washington
Phoenix, AZ
85007-2926

1. Questionnaire

This section requests information about the Counsel. Please follow the format outlined in this section when responding. Do not provide a standard boilerplate for this information or make reference to a brochure or report as part of your response.

1. Business Name, Address and Primary Phone Number: Hagens Berman Sobol Shapiro LLP 1918 8 th Avenue, Suite 3300 Seattle, WA 98101-1244 206-623-7292		2. Submittal is for: <input checked="" type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office <input type="checkbox"/> Individual Counsel		3. Year Submitting Entity was Established: 1993																												
6. Is this a U.S. Corporation? If not provide the Country. Yes		7. State of Incorporation, if U.S. Corporation LLP formed in Washington State		9. Name of Parent Company, if any: Hagens Berman Sobol Shapiro LLP		9.2. Year Parent Company 1993																										
10. Names of not more than two Principals to contact:		8. Location of Corporate Headquarters Seattle, Washington																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 25%;">Title</th> <th style="width: 20%;">Telephone Number</th> <th style="width: 20%;">Fax Number</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td>Steve W. Berman</td> <td>Managing Partner</td> <td>(206) 268-9320</td> <td>(206) 623-0594</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">E-Mail Address:</td> <td colspan="2">steve@hbsslaw.com</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Robert B. Carey</td> <td>Phoenix Managing Partner</td> <td>(602) 224-2626</td> <td>(602) 840-3012</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">E-Mail Address:</td> <td colspan="2">rob@hbsslaw.com</td> </tr> </tbody> </table>									Name	Title	Telephone Number	Fax Number	a.	Steve W. Berman	Managing Partner	(206) 268-9320	(206) 623-0594			E-Mail Address:	steve@hbsslaw.com		b.	Robert B. Carey	Phoenix Managing Partner	(602) 224-2626	(602) 840-3012			E-Mail Address:	rob@hbsslaw.com	
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a.	Steve W. Berman	Managing Partner	(206) 268-9320	(206) 623-0594																												
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b.	Robert B. Carey	Phoenix Managing Partner	(602) 224-2626	(602) 840-3012																												
		E-Mail Address:	rob@hbsslaw.com																													
11. Number of Personnel by Discipline: (Count each person only once, by primary function)																																
48	Attorneys	4	Principles	21	Attorneys	2	Documentation Staff																									
3	Administrative Staff	17	Other, Specify: Investigator, IT, Secretary, Marketing, Paralegal Assistant, Reception, Records, Support Center			95	TOTAL PERSONNEL																									
12. Summary of Professional Services Fees Received: (Insert Index Number)						Index of Fee Ranges																										
Last five years (most recent year first)																																
						1. Less than \$25,000 2. \$25,001 to \$50,000 3. \$50,001 to \$100,000 4. \$100,001 to \$500,000 5. \$500,001 to \$1 Million 6. \$1 Million to \$2 Million 7. \$2 Million to \$5 Million 8. \$5 Million or greater																										
		2010	2009	2008	2007	2006																										
State of AZ contract work		0	0	0	2	0																										
Government contract work		0	0	4	4	0																										
All other domestic work		8	8	8	8	8																										
All other foreign work		0	0	0	0	0																										
Total work		8	8	8	8	8																										
13. Business Focus, by Profile, of Firm's Relevant Project Experience																																
Profile of Business Focus		Percentage of Revenue		Profile of Business Focus		Percentage of Revenue																										
a.	Drug/Pharmaceuticals	35%		d.	Antitrust	20%																										
b.	Consumer	25%		e.	Intellectual Property	10%																										
c.	Personal Injury	10%		f.																												



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3. Executive Summary of organization's suitability for a project of this nature

There is no firm in the country that surpasses the combined legal, expert, and technical knowledge of Hagens Berman Sobol Shapiro in the pharmaceutical field. In all areas of pharmaceutical litigation -- fraudulent pricing, improper marketing, antitrust; pills, injectibles, medical devices; on behalf of consumers, insurance companies, and governmental entities; in investigation, settlement, and trial -- we are, without a question, the preeminent law firm in the nation.

This is demonstrated in several ways. First, in every case in which we are involved, we are lead counsel. There are many firms that file drug complaints, and hence can generate an impressive list of case descriptions, but they do not get appointed by the court as lead counsel because they are easily outshone by the skill and expertise that is synonymous with Hagens Berman Sobol Shapiro.

[REDACTED]

Third, we have staying power. We have many cases that we have litigated for years against the largest pharmaceutical manufacturers before achieving settlements or trial wins, fronting tens of millions of dollars in time and cash outlays for experts and transcripts.

Fourth, we are prepared to try cases. In the AWP case we handled a six-week trial against some of the largest pharmaceutical manufacturers in the country -- Bristol Myers, J&J, Astra Zeneca, and Schering to name a few.

Fifth, we have a track record with Attorney Generals. From the big tobacco cases in the past, to recent pharmaceutical cases on behalf of Connecticut, Montana, Nevada and Arizona, we have coordinated with Attorney General groups in cases such as Relafen, AWP, and Tricor. We also have several partners who served at the senior level in Attorney General offices, including Rob Carey (Arizona Chief Deputy AG), and George Sampson (Chief of New York Antitrust). All of these factors combined demonstrate our inimitable understanding of the special role Attorney Generals play in the pharmaceutical litigation landscape.

Through our litigation in other cases, we have explored and overcome anticipated expert witness, technical, and litigation problems. HB has deposed or interviewed dozens of academic and pharmaceutical industry experts, prepared and opposed expert affidavits, and participated in the development of expert data. As a result of our representation of governmental entities and other third-party payors in pharmaceutical litigation and other class-action litigation, we have compiled broad institutional experience with technical and litigation issues, including a "brief bank" that provides HB with a quick and ready source of precedent on major recurring issues. As far as we can tell, no other firm has devoted more time and effort to prescription drug matters than HB.

HB focuses its practice of law in those areas for which its lawyers feel most passionately: representing plaintiffs in class actions and multi-party, large-scale complex litigation encompassing the public interest and the potential for a positive impact on the protection of important rights of consumers, investors, workers, and the environment.

HB is one of the premier firms in the country in leading large-scale public-impact litigation. Since 1993, when the firm was founded by the firm's Managing Partner Steve Berman, HB has grown from a single-office firm in Seattle to a nationwide firm with additional offices in Boston, Chicago, Los Angeles, Phoenix, and San Francisco. With



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over 45 partners and associates, plus a complement of contract lawyers assigned to specific cases, HB is one of the largest plaintiff's class action and multi-party litigation firms in the nation.

HB has been in the forefront in representing governmental entities in mission-driven litigation. In the groundbreaking tobacco litigation, HB represented the states of Alaska, Arizona, Idaho, Illinois, Indiana, Montana, Nevada, New York, Ohio, Oregon, Rhode Island, Vermont and Washington as special assistant attorney generals in their law enforcement actions against the tobacco industry. In addition, lawyers who have joined HB since the completion of the tobacco litigation served as special assistant attorneys general in Massachusetts, Rhode Island, and New Hampshire.

HB has extensive experience in litigating consumer protection claims on a large, nationwide scale and also under the Arizona Consumer Fraud Act. Not only has the firm successfully prosecuted claims involving all types of violations (misrepresentations, omissions and deceptive practices) across the country, but it has effectively litigated such claims on behalf of the State of Arizona in extremely complex suits, such as tobacco and AWP. In addition, Rob Carey, former Chief Deputy Attorney General, has been involved in consumer fraud cases within the office and is familiar with the substance and office policies relating to assurances of discontinuance, remedies, penalties, and, importantly, chain of command and protocol within the office. Mr. Carey has also litigated dozens of consumer claims under Arizona's act and other states' acts that are similar. HB has had a very solid working relationship with the Arizona Attorney General's office and would expect the same for this case.

HB has served as lead counsel in many significant class actions throughout the nation. For examples, in the Washington Public Power Supply System Securities Litigation, the HB lawyers represented bondholders in an action to recover following the largest municipal bond default in history. After more than five years of intensive litigation, HB recovered in excess of \$850 million in settlements from more than 100 defendants. HB also filed suit against credit card giants VISA and MasterCard challenging charges the companies imposed in connection with use of debit cards and deceptive tactics to encourage the use of these cards. The case ended with a settlement in excess of \$2 billion and an agreement to reform the practices that drove up transactions costs for consumers. In the DRAM Antitrust Litigation, HB served as lead counsel and achieved a \$345 million settlement, among the largest settlements on the West Coast. In litigating these cases and others like them, the firm has become particularly adept at managing multi-state and nationwide litigation through an organized, coordinated approach that implements an efficient and aggressive prosecutorial strategy. The common strain of all of our cases is that we use the tools of complex litigation to achieve economic recovery and corporate reform on behalf of consumers, workers, investors, and taxpayers.

[REDACTED]

The firm was named The National Law Journal Plaintiffs' Hot List in 2006, 2007, 2009, 2010, and 2011. This prestigious award is given to the top plaintiff law firms in the country that demonstrate impressive verdicts and settlements, and those firms taking on cases of significant public importance.

Attached is the firm brochure which further explains the firm's unique suitability for the McKesson project.



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4. Qualifications and Experience of Key Personnel. Provide the names of the attorneys who would be principally responsible for conducting and coordinating this project. Include a description of their practice area, a list of cases with appropriate citations, and any other litigation experience relevant to this project. Full resumes may be added as an attachment.

1. Name of Individual		2. Title	
Steve W. Berman		Managing Partner	
3. Area(s) of Expertise		4. Proposed Project Role	
Complex litigation, securities and antitrust class actions; multi-district pharmaceutical litigation; consumer and state claims; trials.		Lead Case Manager Lead Counsel (pro hac vice)	
5. Education			
Bachelor's degree, University of Michigan; J.D. University of Chicago Law School			
6. Employment History			
	Firms Name	Start Date	End Date
1.	Hagens Berman Sobol Shapiro LLP	1993	Present
2.	Bernstein litowiz	1989	1993
3.	Betts Patterson	1983	1989
4.	Jenner & Block	1980	1983
5.			
6.			
7. Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.			
See attached.			



V. QUESTIONNAIRE

Office of the Attorney General

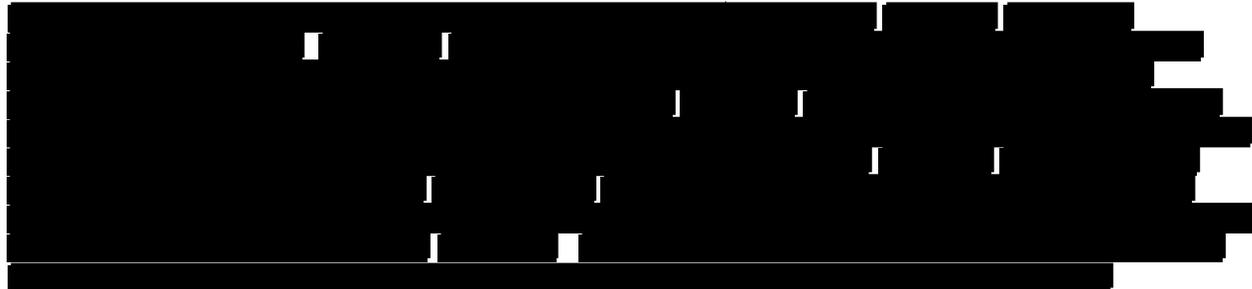
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Steve W. Berman

Mr. Berman co-founded the firm in 1993, and is the managing partner. He is considered one of the most successful class-action attorneys in the nation, representing consumers, investors, and employees in large, complex litigation held in state and federal courts.

Mr. Berman played a key role in winning record settlements in consolidated cases against Wall Street, Big Oil, Big Pharma and Big Tobacco. His trial experience has earned him significant recognition, and led The National Law Journal to name him one of the 100 most powerful lawyers and rate Hagens Berman one of the top ten plaintiffs' firms in the country.



Mr. Berman also successfully tried consumer class actions against AstraZeneca and Bristol Myers Squibb.

In May 2010, the court appointed Mr. Berman to serve as co-lead counsel in the high profile, class-action lawsuit against Toyota. In that role, Mr. Berman is currently leading one of the most powerful legal teams in the country to achieve a maximum recovery for consumers financially impacted by the specter of dangerous acceleration problems plaguing Toyota vehicles.

The judge presiding over the Toyota litigation selected Mr. Berman to represent consumers in the case based on his performance record, which includes some of the most distinguished class actions in the past 15 years. Mr. Berman has championed heavyweight legal matches against Charles Schwab, Enron, Exxon Mobil and Visa. In the remarkable case against Exxon Mobil, Berman secured a handsome multi-million dollar award for his clients after the Exxon Valdez tanker spilled more than 10 million gallons of oil off the coast of Alaska.

Mr. Berman's innovative approaches to litigation have earned him significant recognition and historic legal victories. Perhaps most notable is Mr. Berman's role as a special assistant attorney general representing 13 states in the landmark Tobacco Litigation.

Mr. Berman's involvement in the Big Tobacco case began long before the 1998 settlement. He architected a settlement with the Liggett tobacco company, and conceived the idea that required Liggett to blow the whistle by admitting what the industry has denied to this day: smoking causes cancer and heart disease; nicotine addicts; and the industry targets children. Mr. Berman also secured the cooperation of Bennet LeBow, Liggett's CEO, and insisted that Liggett waive all claims of attorney-client privilege.

Liggett's admissions, the cooperation of LeBow, and the release of previously privileged documents were instrumental factors in driving the industry to settlement. Liggett's 'plea of guilty' added momentum to the 1997 proposed national settlement, which led to the eventual \$206 billion multi-state settlement – the largest recovery in litigation history.



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The announcement of the final settlement found Mr. Berman in his ninth week of trial presenting the state of Washington's case to a jury. His successful handling of the bulk of the trial earned him great respect. Subsequently, some of Washington state's leading trial lawyers hired Mr. Berman to try a certified class action brought by union trust funds against tobacco. The book, *People v. Big Tobacco*, describes his role in the Tobacco Litigation.

Other notable actions led by Mr. Berman include the Morrison Knudsen Securities Litigation, Contact Lens Disposable Antitrust Litigation and Piper Jaffray Closed-End Funds Litigation in which he obtained a settlement valued at nearly \$60 million. Mr. Berman's cases have also involved corporate entities such as Egghead, Foodmaker, SuperMac, Immunex, Digital Systems, and Aldus.

More recently, Microsoft recognized Mr. Berman's experience and expertise when the company retained him to be part of the core national team representing the company in antitrust class actions arising from Judge Jackson's Findings of Fact in the Department of Justice antitrust case against the company.

In April 2000, the National Law Journal listed Mr. Berman as the top litigator in the state and, in June, named him as one of the 100 most powerful lawyers in the nation. In January 2001, Seattle Magazine featured him in an issue profiling the top lawyers in Seattle. In June 2006, the National Law Journal once again named Mr. Berman as one of the nation's 100 most influential lawyers in America. Mr. Berman was also named as a finalist for the Trial Lawyer of the Year award for 2006 by The Trial Lawyers for Public Justice.



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4. Qualifications and Experience of Key Personnel. Provide the names of the attorneys who would be principally responsible for conducting and coordinating this project. Include a description of their practice area, a list of cases with appropriate citations, and any other litigation experience relevant to this project. Full resumes may be added as an attachment.

1. Name of Individual		2. Title	
Robert B. Carey		Phoenix Managing Partner	
3. Area(s) of Expertise		4. Proposed Project Role	
Complex litigation, multi-district pharmaceutical litigation, Arizona consumer and state claims; trials		Lead Counsel; work primarily with the court and the client's representatives, case strategy and development	
5. Education			
Bachelor's degree Arizona State University; MBA and J.D. University of Denver; State & Local Government program, Harvard University's John F. Kennedy School of Government			
6. Employment History			
	Firms Name	Start Date	End Date
1.	Hagens Berman Sobol Shapiro LLP	2002	Present
2.	The Carey Law Firm	1997	2002
3.	Arizona Attorney General's Office	1990	1996
4.			
5.			
6.			
7. Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.			
See attached.			



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Robert B. Carey

Mr. Carey handles class-action lawsuits against a variety of organizations and companies - including the NCAA Student-Athlete Name & Likeness Licensing Litigation; Passport Expedite Fee, which involves a class action Tucker Act claim; Best Buy Insignia speakers litigation; and Swift Truckers litigation. Mr. Carey has prosecuted several claims against auto manufacturers such as Hyundai and Toyota for vehicle defects, including the Hyundai Horsepower Litigation, which settled for approximately \$100 million. He is currently helping Steve Berman on the Toyota Unintended Acceleration class action, and he recently completed the federal-court settlement in LifeLock Sales and Marketing litigation, for which he was appointed lead counsel.

At home in the courtroom, Mr. Carey has handled an array of cases such as bad-faith insurance, personal injury, medical malpractice, and contract claims. He has taken several of these to a jury if necessary, achieving verdicts in cases with as much as \$75 million at stake. Mr. Carey has argued several high-profile cases in federal and state courts, including various state supreme courts, served as trial counsel on multi-billion dollar claims by counties for damages stemming from tobacco-related illnesses, led dozens of consumer and insurance class actions across the country, and acted as special counsel to recover Medicaid and statutory damages in the landmark tobacco/public health litigation. Capping off his courtroom experience is his service as a judge pro tempore in Maricopa County Superior Court, which included managing both contract and tort jury trials.

From 1990 to 1996, Mr. Carey acted as Arizona's Chief Deputy Attorney General, for which he received the Distinguished Service Award for his work overseeing an office with 300+ lawyers. In this position, he was responsible for all major legal, policy, legislative, and political issues. On the legal front, he also spearheaded a \$4 billion divestiture, a landmark \$165 million antitrust settlement, and recoveries in numerous consumer and tort cases. On the policy side, Mr. Carey originated and constructed Arizona's law requiring the DNA testing of all sex offenders, and developed a penalty requiring that criminals pay the cost of victims' rights. He was also a principal drafter of the first major overhaul of Arizona's criminal code, and, for Senators Dole and Kyl, drafted the portion of the federal Prisoner Litigation Reform Act of 1995 that virtually eliminated the frivolous prisoner lawsuits that were clogging the courts—a solution that stemmed from the solution incorporated into Arizona law that he conceived of and which served as a model for many other states. His legislative experience began when he served as a former campaign staffer, intern, and staff member for Senator John McCain, during and after Senator McCain's first run for public office. At the Attorney General's office, Mr. Carey was active in numerous consumer protection actions, and he is very familiar with the agency's powers and duties, resources and expertise.

Recognized by the judges of the Superior Court of Arizona in Maricopa County for outstanding contributions to the justice system, Mr. Carey has remained active in his community. He has keynoted at national conferences, and for over a decade taught tort, contract, and public policy courses, most recently acting as adjunct faculty at the Sandra Day O'Connor College of Law teaching the Class Actions course. He has presented at several CLE seminars, addressing topics ranging from class action principles to perspectives on the U.S. Supreme Court's evolving jurisprudence regarding excessive punitive damages. In addition, he currently serves as the Chair of the Arizona State Bar Class Action and Derivative Suits Committee, and recently co-authored the Arizona section of the American Bar Association's 2010 survey of class-action law.



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4. Qualifications and Experience of Key Personnel. Provide the names of the attorneys who would be principally responsible for conducting and coordinating this project. Include a description of their practice area, a list of cases with appropriate citations, and any other litigation experience relevant to this project. Full resumes may be added as an attachment.

1. Name of Individual		2. Title	
Leonard B. Aragon		Partner	
3. Area(s) of Expertise		4. Proposed Project Role	
Complex litigation; healthcare litigation; trials		Principal attorney working primarily on healthcare related issues, causation and damages	
5. Education			
Bachelor's degree Arizona State University; J.D. Stanford Law School			
6. Employment History			
	Firms Name	Start Date	End Date
1.	Hagens Berman Sobol Shapiro LLP	2005	Present
2.	Gammage & Burnham PLC	2001	2005
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
7. Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.			
See attached.			



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Leonard W. Aragon

Mr. Aragon is a partner at Hagens Berman's Phoenix office where he focuses on nationwide consumer class actions. Mr. Aragon also has significant health care experience and has successfully represented hospitals across the state in reimbursement and coverage disputes. He is especially well versed in Arizona's Medicaid system, to include eligibility and reimbursement issues.



Before attending college, Mr. Aragon was a scout for the 2/68 Armored Tank Battalion. He later graduated summa cum laude from Arizona State University with degrees in History and Political Science, and received his J.D. from Stanford Law School. In addition to his private practice, Mr. Aragon is an adjunct professor at Arizona State University's College of Law.

Mr. Aragon is a member of the State Bar of Arizona and is admitted to practice in Arizona and Colorado federal district courts.



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4. **Qualifications and Experience of Key Personnel.** Provide the names of the attorneys who would be principally responsible for conducting and coordinating this project. Include a description of their practice area, a list of cases with appropriate citations, and any other litigation experience relevant to this project. Full resumes may be added as an attachment.

1. Name of Individual		2. Title	
Barbara A. Mahoney		Associate	
3. Area(s) of Expertise		4. Proposed Project Role	
Complex litigation, multi-district pharmaceutical litigation; trials		Principal attorney working primarily on liability issues and fact development	
5. Education			
Bachelor's degree Wells College; PhD Universtaet Freiburg; J.D. University of Washington School of Law			
6. Employment History			
	Firms Name	Start Date	End Date
1.	Hagens Berman Sobol Shapiro LLP	2006	Present
2.	Danielson Harrigan Leyh & Tollefson	2003	2006
3.	Law Clerk to Justice Sanders, Washington Supreme Court	2002	2003
4.	Law Clerk to Judge Armstrong, U.S. District Court, NDCA	2001	2001
5.			
7. Executive Summary describing this individual's suitability for a project of this nature. Include similar cases the individual was involved in and their role.			
See attached.			



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Barbara A. Mahoney

Ms. Mahoney is an associate at Hagens Berman Sobol Shapiro where she has worked since 2006. She brings broad experience in complex commercial litigation, including unlawful competition; antitrust; securities; trademark; CERCLA; RICO; FLSA as well as federal aviation and maritime law.



Prior to joining Hagens Berman Sobol Shapiro, Ms. Mahoney was an associate at Danielson Harrigan Leyh & Tollefson in Seattle. While there, she participated on every level in state and federal litigation actions including taking and defending depositions; drafting discovery requests, motions and mediation briefs and preparing for trials.

Ms. Mahoney was named a 2005 "Rising Star" by Washington Law & Politics. With Justice Richard Sanders she co-authored Restoration of Limited State Constitutional Government: A Dissenter's View, 59 N.Y.U. ANN. SUR. AM. L. 269 (2003).

Ms. Mahoney graduated from the University of Washington School of Law in 2001. She also has a PhD in philosophy from the Universtaet Freiburg, where she graduated magna cum laude in 1993. After law school, Ms. Mahoney clerked for the Honorable Sandra Brown Armstrong of the Northern District of California and the Honorable Justice Richard B. Sanders of the Washington Supreme Court. Ms. Mahoney is admitted to practice law in the state of Washington, U.S. District Court, Western District of Washington; U.S. District Court, Eastern District of Washington; and the Ninth Circuit Court of Appeals.