Office of the Attorney General of Guam
590 S. Marine Corps Drive, Suite 901, Tamuning, GU 96913
Phone: 671.475.3324 Ext 5015 ♦ Fax: 671.477.4703 ♦ Email: law@guamag.org

Hon. Leevin Taitano Camacho
Attorney General of Guam

COPY

July 23, 2019

35GL-19-0779
Speaker Tina Rose Muña Barnes

JUL 23 2019
Time 5:29 ( )AM (X)PM
Received By: Matt

Honorable Lourdes A. Leon Guerrero
Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagatna, Guam 96910

Re: Contract for Legal Services Relative to P.L. 35-25, *Prutehi I Hanom* Act of 2019

Hafa Adai Governor Leon Guerrero:

First, I want to thank you for making it a priority to seek redress for damage caused to Guam's environment. I am writing to let you know that we have selected Kelley Drye & Warren LLP, Taft Stettiniuis & Hollister LLP, Kennedy & Madonna, LLP, Douglas & London, P.C., SL Environmental Law Group PC, and Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A (collectively referred to as "PFAS Legal Team") to represent Guam in PFAS-related litigation. We are committed to being transparent in this process, so please let me give you an idea of how we made our selection.

You called a Special Session of the Legislature to introduce Bill No. 1 (2-S), *Prutehi I Hanom* Act of 2019 ("Act") on July 3, 2019 which became Public Law 35-25.

Understanding the urgency of taking action, the following day, the Office of the Attorney General ("OAG") compiled a list of fifteen legal experts involved in *In re Aqueous Film-Forming Foams Products Liability Litigation* (MDL 2873), No. 2:18-mn-2873 (District of South Carolina) ("MDL"). These legal experts were part of the MDL and served as Plaintiffs' Executive Committee, Plaintiffs' Advisory Counsel, Co-lead Plaintiffs, and Plaintiffs' Liaison Counsel ("MDL Lead Attorneys").

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On July 5, 2019, our office issued Solicitation for Proposals Public Law 35-25: Legal Services for Litigation Related to PFAS Contamination ("Solicitation") to the Guam Bar Association and MDL Lead Attorneys. The Solicitation sought legal representation on a contingency fee basis for litigation related to damage caused by the use of per- and polyfluoroalkyl substances ("PFAS").

One week after the Act was passed, we received six proposals in response to the Solicitation. On July 12, 2019, the OAG contacted the top four qualified firms after review of all proposals submitted. After a thorough vetting process – such as a review of proposals, contingency fees, and telephone interviews – the OAG determined that the PFAS Litigation Team would best represent Guam's interest.

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The Proposal set out two criteria for evaluation: (1) prior representation of a state or territory in environmental litigation; and (2) record of past performance of similar scope of work. The PFAS Litigation Team has or is currently representing eight states and or territories in environmental litigation including representing Ohio, New Hampshire and New Jersey in PFAS related cases. One of the members of the PFAS Litigation Team was lead counsel in the first PFAS exposure case filed in 1999. The PFAS Litigation Team is nationally known and provided commentary in the 2018 investigatory documentary, *The Devil We Know*, highlighting health hazards from Teflon, and the DuPont Corporation's potential responsibility. Members of the PFAS Litigation Team have also been involved in the most complex multidistrict litigations, such as the Deepwater Horizon (BP) Oil Spill in the Gulf, bringing about a $20.8 billion settlement in that action. Finally, members of the PFAS Litigation Team also represented New Jersey in the Passaic River litigation, recovering over $355 million in damages and up to $400 million more in remediation costs, which is the largest settlement of its kind in the state's history. The PFAS Litigation Team has decades of experience in complex environmental contamination and natural resource damages matters and is able to apply that experience to understanding the uniqueness and ever-evolving nature of water contaminants.

Today, the OAG and the PFAS Litigation Team finalized a Retainer Agreement that requires no funding from the Government and calls for the PFAS Litigation Team to fund the costs of all expert witnesses and testing. Our office was able to directly negotiate a contingency fee arrangement that is up to half of what is authorized by the Act. Specifically, both parties agreed that the contingency fee will total 15% for any recoveries prior to trial. If the matter proceeds to trial, the contingency fee would increase by only 2.5%. The Retainer Agreement also imposes a cap on attorney's fees if Guam receives substantial non-monetary relief. Under no circumstances will the contingency fees exceed 30% of all relief that Guam receives. Finally, if Guam does not recover, the PFAS Litigation Team will not receive any payment.

In less than three weeks after the Act became law, our office has solicited proposals, reviewed and interviewed interested parties, negotiated contingency fee terms and worked with six law firms to negotiate a Retainer Agreement that is good for Guam. The PFAS Litigation Team is aware of all legal deadlines and we will continue treating this matter with the urgency that it demands. I have attached the Retainer Agreement and accompanying exhibits for your review and signature.

Sinseramente,

LEEVIN TAITANO CAMACHO
Attorney General

cc: All Senators of I Mina' Trentai Singko Na Liheslaturan Guåhan
Legal Counsel, Office of the Governor

Enclosure: Retainer Agreement with Exhibits

AGREEMENT FOR SERVICES BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL OF GUAM
AND KELLEY DRYE & WARREN, LLP

THIS AGREEMENT is entered into by and between the **OFFICE OF THE ATTORNEY GENERAL OF GUAM** ("OAG"), an agency of the government of Guam, whose address is 590 S. Marine Corps Drive, Suite 901, Tamuning, Guam 96913 and Kelley Drye & Warren LLP ("Contractor"), whose address is 515 Post Oak Blvd., Suite 900, Houston, TX 77027. The OAG and Contractor shall be collectively referred to as the "Party" or "Parties."

WHEREAS, OAG issued Solicitation for Proposals for legal consultation and/or representation on a contingency fee basis for litigation related to damage caused to Guam by the use of per- and polyfluoroalkyl substances (PFAS) and related products (the "Litigation"), pursuant to Public Law 35-25, the Prutehi I Hanom Act of 2019 ("the Act"), Solicitation for Proposals Public Law 35-25: Legal Services for Litigation Related to PFAS Contamination ("Solicitation") attached herewith as **Exhibit 1**;

WHEREAS, this solicitation, any proposals submitted in response to it, and any contract executed pursuant to it are not subject to Guam Procurement Law;

WHEREAS, the Act authorizes OAG to acquire legal services to pursue remedies for damage to Guam's water and/or wastewater due to PFAS contamination, including the Litigation. A contract pursuant to this Solicitation is subject to the Act, and shall provide that a suit for damages will seek both monetary and non-monetary relief for Guam. Additionally, the Act requires that contingency fees shall not exceed thirty percent (30%) of any final monetary award;

WHEREAS, it been documented that products containing PFAS and related chemicals were used in Guam and contamination has been reported at various locations;

WHEREAS, OAG has determined it does not have adequate personnel or resources to perform the services contemplated in this Agreement with respect to the Litigation and it is in the best interests of OAG to have such services performed under contract;

WHEREAS, Contractor responded to the Solicitation by submitting a proposal ("Proposal") to provide services in accordance with the Solicitation, and was selected as the most qualified offeror, collectively and on behalf of the following firms: Kelley Drye & Warren LLP, Taft Stettinius & Hollister LLP, Kennedy & Madonna, LLP, Douglas & London, P.C., SL Environmental Law Group PC, and Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A. (collectively, the "Firms"), attached herein as **Exhibit 3** to this Agreement;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that the Firms possess the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, OAG desires to retain Contractor and Firms for specific services on the terms and conditions set forth in this Agreement, and Contractor and Firms have agreed to accept such terms and conditions;

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WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. Contractor agrees to represent the OAG and the Government of Guam in asserting claims based on monetary relief, equitable relief, and other relief against all entities in the Litigation for any and all alleged violations of law for past and future damages or contamination, investigation, response and remediation costs associated with PFAS contamination and related chemical contamination on Guam, subject to the approval by Contractor. It is anticipated that the Litigation will require direct filing in the matter styled: *In re Aqueous Film-Forming Foams Products Liability Litigation* (MDL 2873), No. 2:18-mn-2873 (District of South Carolina).

Contractor shall provide status reports on the services performed as requested by OAG. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. OAG may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall ensure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. OAG acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder Contractor's performance of services herein. In the event OAG discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders Contractor's performance of services under this Agreement, Contractor must immediately cease performing those third-party services upon being provided written notice by OAG and OAG may invoke any further available remedies under the terms of this Agreement. OAG acknowledges and agrees that Contractor and the Firms represent several governmental entities, both individually and in the capacity of the Plaintiffs Executive Committee of the AFFF MDL, in brining claims related to PFAS contamination in other jurisdictions and that such representations do not constitute a conflict for purposes of this clause.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by OAG.

II. Term of Agreement. This Agreement shall be effective upon its full execution by all necessary persons and terminate upon completion of the Litigation or upon termination (by either Party), whichever comes first.

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from OAG for Services expressed in **COMPENSATION TO CONTRACTOR RETAINED BY OAG IN PFAS LITIGATION, dated July 23, 2019,** attached herein as **Exhibit 2** to this Agreement.

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. The OAG shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties listed in the signature page, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement and upon the terms set by **SCHEDULE OF COMPENSATION, dated July 23, 2019,** attached herein as **Exhibit 2** to this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to OAG a release in form approved by OAG of claims against OAG arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

> *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Termination. Termination provisions are expressed in **SCHEDULE OF COMPENSATION, dated July 23, 2019,** attached herein as **Exhibit 2** to this Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of OAG. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties listed in the signature page. OAG reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

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VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information received from OAG and claimed to be confidential by OAG, whether verbal, written, electronic or digital media or otherwise , made available by OAG and claimed to be confidential by OAG, or acquired from OAG and claimed to be confidential by OAG (collectively, the "Confidential OAG Information") for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Confidential OAG Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Confidential OAG Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Confidential OAG Information and the provisions of this Section shall remain in effect as long as determined by OAG. All of the Confidential OAG Information shall be returned promptly after completion of the work under this Agreement to OAG and all copies or derivations of the Confidential OAG Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of such Confidential OAG Information and documenting the destruction of copies and derivations with the returned Confidential OAG Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Confidential OAG Information without the prior written consent of OAG, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Confidential OAG Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Confidential OAG Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Confidential OAG Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

Notwithstanding any other provision of this Agreement, OAG agrees that it shall not assert any right to or make any claim of ownership, possession, or control over any documents, data, materials, work product, or other information of any kind that Contractor (or any Firms) may generate, possess or acquire from representations or entities other than OAG by virtue of any activities or events occurring prior to execution of or outside the scope of this Agreement (the "Contractor's Materials"). OAG agrees that Contractor retains sole and exclusive ownership, possession, and control over all such Contractor's Materials and any decision by Contractor to use any portion of such Contractor's Materials on behalf of OAG for purposes of the Litigation does not diminish, alter, or waive any such rights of Contractor or render any such Contractor's Materials within the possession, ownership, or control of OAG.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the breaching party to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam law or regulations pertaining to ethics in public contracting. OAG understands that currently, and from time to time, the Attorneys represent other states, municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is a focus of the Attorneys' practice. Further, OAG understands that the Attorneys represent other clients in actions similar to what would be brought under this Agreement and against the same potential Defendants. OAG understands that a recovery obtained on behalf of another client in a similar suit against the same Defendants could, in theory, reduce the total pool of funds available from these same Defendants to pay damages in the Litigation brought under this Agreement. The OAG also understands that the Attorneys would not take on this engagement if the OAG required the Attorneys to forgo representations like those described above.

The OAG also acknowledges that the Firms regularly represent businesses and individuals in matters that are wholly unrelated to PFAS or the Litigation but which may involve a wide range of other matters that involve state agencies broadly, including Guam. For example, the OAG understands that Contractor has an "Advertising Practice Group" that from time to time represents private clients in matters involving telemarketing, advertising, and related consumer protection matters (the "Advertising Practice"). The Firms may continue to represent such clients in these types of matters, but will not undertake any such matter that is related to Firms' representation of the OAG as set forth in this Agreement. The Firms will not knowingly take positions or represent clients that are adverse to the Firms' representation of the OAG as described in this Agreement. In the unlikely event that a conflict develops during the representation, the Firms will inform the OAG in order to determine an appropriate response.

OAG has conferred with its own independent counsel about this matter and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest, to the extent they exist at all, that have been disclosed above.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle OAG to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, OAG shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to OAG and provide such statement to OAG.

VIII. Waiver. No waiver by any Party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other Party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any Party hereto.

XI. Fees and Expenses. The Parties shall bear expenses contemplated by this Agreement as set forth in **SCHEDULE OF COMPENSATION**, dated **July 23, 2019**, attached herein as **Exhibit 2** to this Agreement.

XII. **Notices.** All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either Party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the Parties as follows, provided that each Party may change the address by giving the other Party written notice in accordance with this section:

TO OAG:

OFFICE OF THE ATTORNEY GENERAL OF GUAM
Attention: Deputy Attorney General – Litigation Div.
590 S. Marine Corps Drive
ITC Building, Suite 901
Tamuning, Guam 96913

TO CONTRACTOR or Firms:

KELLEY DRYE & WARREN LLP
Attention: William Jackson – PARTNER
515 Post Oak Blvd., Suite 900,
Houston, TX 77027.

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of OAG. In the event of

a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement. In this matter, Contractor has subcontracted with the other Firms to jointly represent the OAG and the Government of Guam in the Litigation and the performance of this Agreement. Contractor and the other Firms have agreed to jointly represent Guam in the Litigation and performance of this Agreement, and all Firms have agreed to be bound by the terms of this Agreement as if each firm were listed as "Contractor". The OAG has and hereby consents to the subcontract and retention of all of the Firms.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments or exhibits, the Solicitation, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and OAG each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it will comply with all licensing requirements in order to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous

places available to employees and applicants for employment, notices setting forth the substance of this clause.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence reflecting Contractor's performance of its services for OAG in the Litigation and costs incurred in such Litigation (the "OAG Materials"), and to make such OAG Materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by OAG. The OAG agrees to comply with reasonable requests of Contractor to provide access to all such OAG Materials and OAG property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. Indemnification. The Firms shall maintain insurance that provides coverage for any negligence or professional malpractice in the performance of the professional services performed hereunder.

B. OAG not Liable. The OAG assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of OAG. No officer, agent, or employee of OAG shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, OAG assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam and to and from other geographic areas in furtherance of this Agreement.

XXII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. The OAG shall have the power to modify the Agreement at any time subject to the written agreement of Contractor. The OAG shall have the power to make such modifications in the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. The OAG shall give the Contractor notice of any such proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event OAG materially alters the obligations of the Contractor, or the benefits to OAG, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or OAG shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any Party to perform any act or function contrary to law. OAG and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such

modifications are made to the Agreement, OAG and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIII. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for OAG, and are not employees of OAG. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of OAG at any time during the duration of this Agreement, and will otherwise comply with the provisions of Guam law, if relevant. Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and OAG a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any Party to undertake or bind any obligation or responsibility on behalf of the other Party. In addition, there shall be no withholding of taxes by OAG for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible, if required, for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying Solicitation to this Agreement.

C. Wage and Benefits Compliance. The Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies OAG from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXIV. Disclosure. The Contractor hereby represents that it has disclosed to OAG all matters regarding Contractor which OAG has notified Contractor in writing are the types of matters that, if not disclosed to OAG, would materially affect OAG's decision to enter into this Agreement with Contractor.

XXV. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise, except for Contractor's Materials as defined above, that are produced for OAG by Contractor under this Agreement ("Work Product") shall be and remain the property of OAG, regardless of whether Contractor is in possession of such Work Product, and may be used by OAG without permission from Contractor and without any additional costs to OAG.

B. All Work Product, including any and all intellectual property rights in said Work Product, specifically arising out of the Agreement shall be the sole and exclusive property of OAG. Contractor explicitly acknowledges that OAG possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of OAG.

XXVI. Mandatory Representations by Contractor:

A. Persons Convicted of Sex Offense. Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify OAG of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then OAG will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from OAG, and Contractor shall notify OAG when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from OAG, then OAG in its sole discretion may temporarily suspend this agreement.

B. Gratuities and Kickbacks. The Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. Contingent Fees. The Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

D. Ethical Standards. The Contractor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the

ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVII. Disputes.

A. In accordance with Guam law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the OAG procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by OAG; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where OAG has made a written determination that continuation of work under the contract is essential to public health and safety.

B. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXVIII. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any Party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXIX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXX. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXI. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both Parties.

A. Changes To Work. Any modifications to the services pursuant to this Agreement, and the compensation set forth by **SCHEDULE OF COMPENSATION, dated July 23, 2019,** attached herein as **Exhibit 2** to this Agreement, will be effective only if it is in writing and signed by both Parties.

B. Extension of Time to Perform Services. This Agreement may be modified to extend time for Contractor to perform services upon writing signed by OAG and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder, unless otherwise agreed.

OFFICE OF THE ATTORNEY GENERAL OF GUAM

Hon. Leevin Taitano Camacho
Attorney General

Date: 7/23/19

KELLEY DRYE & WARREN, LLP

William J. Jackson
Partner/Authorized Representative of Firms

Date: _____

APPROVED AS TO LEGALITY AND FORM:

ATTORNEY GENERAL OF GUAM

Hon. Leevin Taitano Camacho

Dated: 7/23/19

GOVERNOR OF GUAM

Hon. Lourdes A. Leon Guerrero

Dated: _____

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OFFICE OF THE ATTORNEY GENERAL OF GUAM

Hon. Leevin Taitano Camacho
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Date: 7/23/19

KELLEY DRYE & WARREN, LLP

William J. Jackson
Partner/Authorized Representative of Firms

Date: July 23, 2019

APPROVED AS TO LEGALITY AND FORM:

ATTORNEY GENERAL OF GUAM

Hon. Leevin Taitano Camacho

Dated: _____

GOVERNOR OF GUAM

Hon. Lourdes A. Leon Guerrero

Dated: _____

Exhibit 1

OFFICE OF THE ATTORNEY GENERAL OF GUAM

SOLICITATION FOR PROPOSALS

PUBLIC LAW 35-25: LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

Office of the Attorney General
590 S. Marine Corps Drive
ITC Building, Suite 901, 9th Floor
Tamuning, Guam 96913
Telephone No. +1(671) 475-3324
Fax No. +1(671) 477-4703

SOLICITATION RE: P.L. 35-25 - Bates 001

GENERAL INFORMATION

The Office of the Attorney General (OAG) is soliciting proposals for legal consultation and/or representation on a contingency fee basis for litigation related to damage caused by the use of per- and polyfluoroalkyl substances (PFAS) and related products.

This solicitation, any proposals submitted in response to it, and any contract executed pursuant to it are NOT subject to Guam Procurement Law.

Public Law 35-25, the Prutehi I Hanom Act of 2019 ("the Act"), authorizes OAG to acquire legal services to pursue remedies for damage to Guam's water and/or wastewater due to PFAS contamination. A contract pursuant to this solicitation is subject to the Act, and shall provide that a suit for damages will seek both monetary and non-monetary relief for Guam. Additionally, the Act requires that contingency fees shall not exceed thirty percent (30%) of any final monetary award, and that contingency fees for non-monetary relief shall be calculated based on a reasonable rate and reasonable hours.

It has been documented that products containing PFAS and related chemicals were used in Guam and contamination has been reported at various locations.

The Office of the Attorney General of the Commonwealth of the Northern Marianas Islands (CNMI) has also indicated an interest in soliciting legal services as described in this solicitation. In their proposals, a vendor may indicate whether its proposal would apply to a contract executed for services for the CNMI. Should a proposal be submitted in response to this solicitation result in a contract for services with the CNMI, such contract would be separate and apart from any contract executed for services for Guam, and neither Guam nor the CNMI would be obligated to accept the terms and conditions of the other's contract.

REFERENCE TO VENDOR

A reference to "vendor" or "offeror" herein means an entity that is submitting a proposal in response to this solicitation.

COMMUNICATION REGARDING THIS SOLICITATION

Any correspondence by a vendor with OAG must be made in writing via email at PFASlitigation@guamag.org.

Any telephone or oral communication must be addressed to Attorney General Leevin Taitano Camacho or Deputy Attorney General Fred Nishihira.

SOLICITATION RE: P.L. 35-25 - Bates 002

Doc. No. 35GL-19-0779.

No statement by OAG shall be considered binding unless it is in a writing signed by Attorney General Leevin Taitano Camacho or Deputy Attorney General Fred Nishihira.

FORMAT OF AND DEADLINE TO SUBMIT PROPOSALS

Proposals must be submitted in writing via email to PFASlitigation@guamag.org **or by hand delivery to the Office of the Attorney General, Administration Division,** located at 590 S. Marine Corps Drive, ITC Building, 9TH Floor, Suite 901, Tamuning, GU 96913.

Proposals should be marked in the subject line or on the outside of the proposal package with the following:

PROPOSAL – SOLICITATION FOR LEGAL SERVICES, PUBLIC LAW 35-25

PROPOSALS MUST BE RECEIVED BY 12:00PM CHAMORRO STANDARD TIME (CHST) THURSDAY, JULY 11, 2019.

PROPOSAL FORM

Each Proposal Package must contain all the forms required herein, complete with original signatures and notarizations where necessary, as well as the following:

1. A cover letter on the vendor's letterhead, signed by an individual who is authorized to bind the vendor to all statements in the proposal. The cover letter should contain at a minimum:
    a. Vendor's identity.
    b. Designation and name, title, and contact information of the vendor's representative for matters related to this solicitation.
    c. An acknowledgment that the vendor has read the solicitation and accepts its terms, conditions, and instructions.
    d. A statement that the vendor's proposal is valid for a minimum of sixty (60) days from the submission deadline in the solicitation.
    e. Signature of vendor's authorized representative.
2. Description of Organization, Qualifications, and Experience. Proposal should label proposal sections according to the list below:
    a. A summary of vendor's organization and what services vendor will provide.
    b. A statement regarding vendor's financial condition and confirming that vendor has adequate financial resources to perform the work described in the solicitation.

c. A description of past or pending litigation or projects involving environmental contamination of groundwater or water by use of chemical products, particularly per- and polyfluoroalkyl substances (PFAS) and related products.
d. A description of past or pending environmental litigation for which they represent a state or territory. Please include the amount of any monetary recovery in these cases.
e. The name and contact information of the entities for which such work was performed.
f. A description of past environmental litigation or projects involving multiple claimants or defendants, and or class action litigation.
g. Vendor's staffing plan for the proposal. Staffing plan shall include job descriptions and staff qualifications for each key position included in the proposal.
h. A statement indicating that vendor has conducted a review to determine if company or staff affiliations might result in a conflict of interest, and if there is a potential conflict, an explanation of how that may be resolved.

PUBLIC DISCLOSURE OF PROPOSALS

Proposals may be subject to public disclosure.

EVALUATION FACTORS FOR AWARD

OAG will review and rank each proposal based on the following factors:

Evaluation Factors	Points
Prior or existing representation of a state or territory in environmental litigation	25
Record of past performance of similar scope of work	75
Total Available Points	**100**

COST NEGOTIATIONS

OAG may engage in cost negotiations with any of the 3 vendors receiving the highest evaluation scores.

LICENSE TO CONDUCT BUSINESS IN GUAM

If a contract is executed pursuant to this Solicitation, vendors providing services or supplies are subject to licensure requirements in accordance with Guam law. Information about obtaining a license to do business in Guam may be obtained from the Guam Department of Revenue and Taxation.

FORMS REQUIRED FOR ALL SOLICITATIONS

Vendors must complete and submit the following forms with the proposal:

	Form Title
1.	SPECIAL PROVISION – RESTRICTION AGAINST SEX OFFENDERS
2.	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
3.	AFFIDAVIT re NON-COLLUSION
4.	AFFIDAVIT re GRATUITIES or KICKBACKS
5.	AFFIDAVIT re ETHICAL STANDARDS
6.	AFFIDAVIT re CONTINGENT FEES

RIGHT OF OAG TO CANCEL SOLICITATION

OAG reserves the right to cancel this solicitation at any time.

OAG reserves the right to reject any proposal in whole or in part.

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

_____
Signature of Offeror
Date
Offeror, if an individual;
Partner, if a partnership;
Officer, if a corporation

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[ ] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires: _____

Doc. No. 35GL-19-0779.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] _____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

_____[*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] _____. Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

_____[*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

_____ [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] _____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

Exhibit 2

EXHIBIT 2

SCHEDULE OF COMPENSATION

I. General Fee and Billing Information.

Contractor agrees to perform these services and institute the Litigation for Guam on a Contingent Fee basis, as set forth herein. The Office of the Attorney General ("OAG") will pay Kelley Drye & Warren LLP ("Contractor") only if there is a Monetary Recovery and/or Non-Monetary Relief, as defined below. The "Contingent Fee" due to Contractor, if any, will be:

A. Fifteen percent (15%) of all recoveries prior to trial, both Monetary and Non-monetary; however, should fifteen percent (15%) of the Non-monetary relief exceed the Loadstar fee calculation, then the Contingent Fee shall be subject to a Loadstar cap on the Non-Monetary Relief; **OR**

B. Seventeen and a half percent (17.5%) of all recoveries after trial has commenced, both Monetary and Non-monetary; however, should seventeen and a half percent (17.5%) of the Non-monetary relief exceed the Loadstar fee calculation, then the Contingent Fee shall be subject to a Loadstar cap on the Non-Monetary Relief.

The Contingent Fee will be calculated in accordance with the terms below and calculated *after* costs are first reimbursed to the Firms (and deducted from the total recoveries, including Attorneys' Fees, if awarded). The Contingent Fee, Loadstar fee, and any costs paid to firm shall not exceed thirty percent (30%) of the combined Monetary Recovery, Non-monetary Relief and costs incurred, as provided by Public Law 35-25, the *Prutehi I Hanom* Act of 2019.

If no recovery is made, OAG owes nothing, such as costs or other litigation related expenses, except as provided for in the Termination Section below.

II. Monetary Recovery.

"Monetary Recovery" includes recovery by Guam through the Litigation, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise, of any of the following: (a) money actually awarded to and collected by Guam; (b) monetary damages and recoveries of past expenses and costs of any kind whatsoever awarded to and collected by Guam; and (c) the then-present value of any monetary award to Guam for damages or costs to be paid to Guam at some future time, other than future Non-Monetary Relief. "Monetary Recovery" does not include: (i) the value of Non-Monetary Relief obtained in the Litigation; (ii) any money actually received or otherwise awarded which Guam is precluded from using to pay attorneys' fees or Costs (such being addressed below under Non-Monetary Relief); and (iii) Costs, as defined below, awarded or otherwise (such being addressed below under Costs).

"Costs" must be reasonable and shall include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses,

messenger service fees, e-discovery database costs associated with any Litigation, photocopying expenses, and process server fees.

III. Non-Monetary Relief.

An important and valuable result of the Litigation could be that Contractor obtains an equitable order or injunction requiring the defendant(s) to abate PFAS contamination within the jurisdiction of Guam, an order requiring defendant(s) to pay the costs of future remediation of PFAS contamination within the jurisdiction of Guam, an order requiring that defendant(s) reimburse Guam its costs associated with the future remediation of PFAS contamination as follows: (a) an order requiring defendant(s) to implement a final remedy of PFAS contamination within the jurisdiction of Guam; and/or (b) an order for the recovery, restoration, or replacement of natural resources or damages thereto (singly or collectively, "Non-Monetary Relief").

OAG and Contractor agree upon the reasonableness of the Contingent Fee in light of the effort required and the risks to be undertaken by Contractor in the Litigation, including without limitation, that Contractor will undertake substantial effort and incur significant expenses for which it may not be compensated or reimbursed if there is no recovery. The OAG and Contractor agree that the Contingent Fee is fair and appropriate, given: (a) the high-degree of sophistication, novelty, complexity, and difficulty of the issues involved in the Litigation and questions involved, as well as Contractor's skill requisite to perform the legal service properly; (b) the likelihood that the acceptance of the retention would preclude other employment by Contractor; (c) the fee, or rate of fee, customarily charged in the area for legal services of a comparable or similar nature are greater than the fee and hourly rates quoted herein; (d) the significance of and financial values and amounts involved in the Litigation; (e) the significant effort and time expected to obtain final results; and (f) the experience, reputation, diligence, and abilities of Contractor's attorneys performing the services and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and (f) the contingent nature of the fee and payments made hereunder.

IV. Determining Non-Monetary Value to Determine Attorneys' Fees.

If the OAG recovers or receives Non-Monetary Relief there needs to be a way to determine what the monetary value of the non-monetary portion of the relief should be in order to calculate the amount of the attorneys' fees. The monetary value of such non-monetary relief shall be added to any money recovered to form the basis upon which contingency fee percentages are applied as set out below.

If the OAG recovers or receive non-monetary relief or a combination of monetary and non-monetary relief that is the result of action of Contractor or as a result of the filing of a complaint, including any benefit received by the OAG, Contractor will be entitled to a fee. If the OAG recover non-monetary relief, OAG and Contractor shall make their best efforts to assign a monetary value to that relief regardless of costs to defendant(s). If the benefit to OAG is in the form of monies paid to a third party for the purpose of remediation and/or restoration, the dollar value of the remediation and/or restoration shall form the basis, in whole or part, for the contingency fee percentages below. The monetary value of remediation and/or restoration that would not have otherwise been performed but for the litigation shall be based upon an estimate of the cost to complete the remediation and/or restoration.

If the OAG and Contractor are unable to agree on a monetary value for any non-monetary relief, the OAG and Contractor shall enter into mediation to place a monetary value upon the benefits of the recovery, which monetary value shall form the basis for the contingency fee percentages below.

If either Party disagrees with this determination, either Party may seek a determination by a court of competent jurisdiction.

V. The Loadstar Cap on Non-Monetary Relief.

Notwithstanding anything to the contrary herein, if Contractor is successful in obtaining Non-Monetary Relief (or obtaining a monetary award that OAG is precluded from using to pay attorneys' fees or Costs) for OAG through the Litigation, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise, Contractor's contingent fee shall be capped at, and shall not exceed, a "Loadstar Fee" calculated by multiplying the reasonable hours expended in the Litigation by four-times the approved Hourly Rates (4 x total approved hours x approved rates).

VI. Termination

A. The Attorney General

The OAG may, in its sole discretion, terminate this Agreement at any time, regardless of the absence of any recovery to Guam and regardless of whether the Litigation or investigation is then prosecuted by another firm or terminated. The OAG may terminate the retention by advising Contractor in writing that its services are no longer needed. Contractor agrees that once they receive a notice to terminate, all services that arise from Contractor's retention, shall be immediately be terminated and Guam is not responsible for the payment of any services provided by Contractor beyond the date of termination.

In the event that OAG terminates this Agreement for reasons other than good cause, and the Litigation continues, Contractor will be entitled, if and when there is a recovery in the matter, to be paid litigation costs and attorneys' fees, incurred by the terminated firm or firms, after reduction of any costs or fees already paid.

Provided, however, in the event that the OAG terminates the Agreement for good cause, Contractor will be entitled, within 120 days after the termination, to be paid the unreimbursed remedial investigation and natural resource damage assessment costs incurred by the terminated firm or firms, after reduction of any remedial investigation and natural resource damage assessment costs already paid.

In the event that OAG terminates the Litigation, except where the termination is based on the OAG's determination, after consultation with Contactor, that the claims in the case are unlikely to succeed, Contractor will be entitled to be paid, within 120 days after the termination, litigation costs, including costs for remedial investigation and natural resource damage assessment work, and attorneys' fees based upon your approved then-current standard hourly billing rates times hours worked on this matter up until the notice of termination was given to you, after reduction of any costs or fees already paid.

B. Contractor

Contractor has a right to terminate this Agreement with permission from the court to withdraw as Contractor/Counsel in this matter. If Contractor decides to exercise this right, it shall immediately notify the OAG in writing. Notwithstanding any other provision of this Agreement, if the court grants permission, Contractor will be entitled at that time to payment of litigation costs, including costs for remedial investigation and natural resource damage assessment work, and attorneys' fees based upon Contractor's then-current standard hourly billing rates times hours worked on this matter up until the notice of termination was given to OAG, after reduction of any costs or fees already paid.

Payment of costs or fees pursuant to this Section is contingent upon any necessary appropriation of funds by the Legislature.

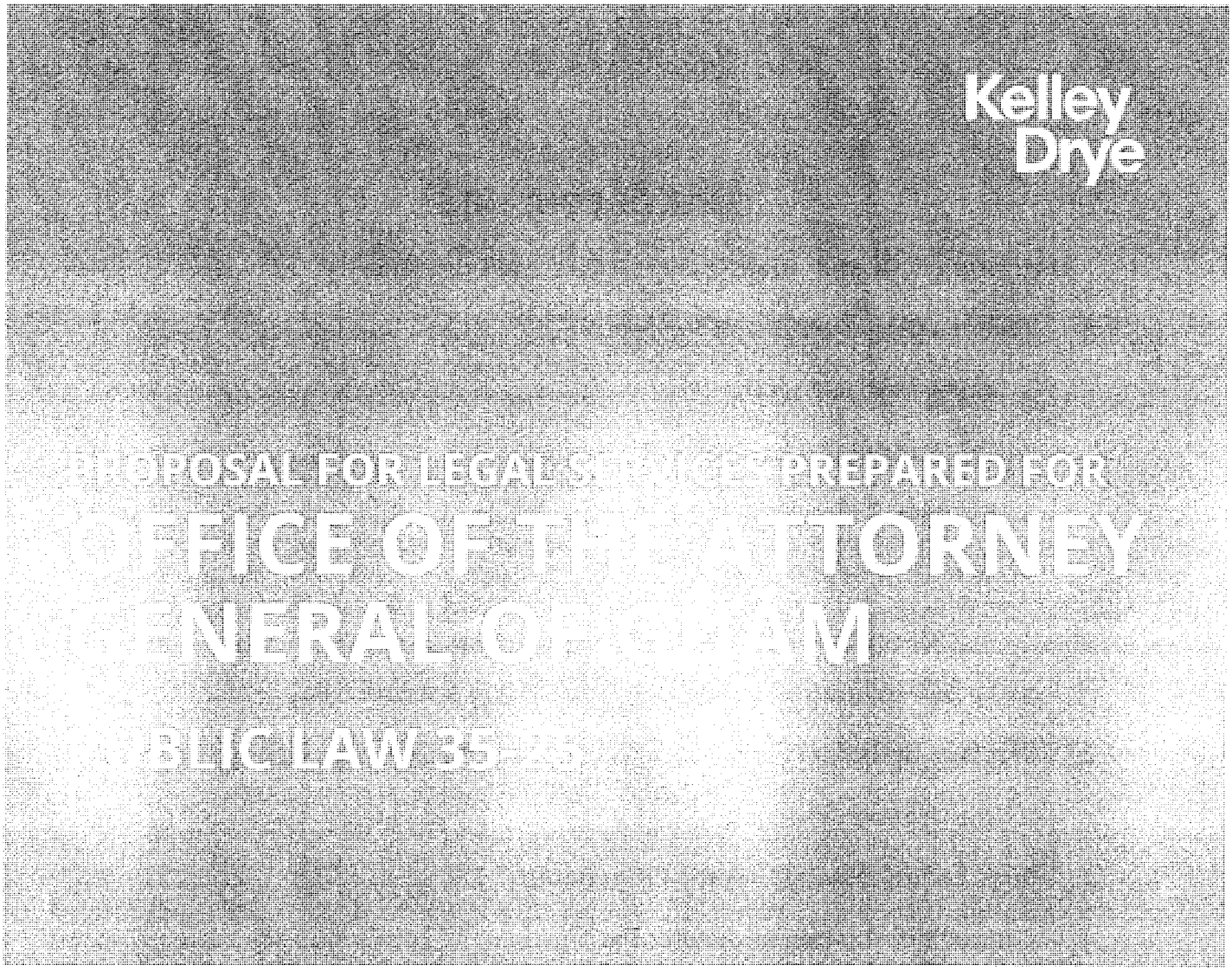
KELLEY DRYE & WARREN, LLP

_____

William J. Jackson
Partner/Authorized Representative of Firms

Date:_____

Exhibit 3



July 10, 2019

KELLEY DRYE & WARREN LLP

515 Post Oak Blvd., Suite 900
Houston, TX 77027

William J. Jackson
Partner
(713) 355-5050
bjackson@kelleydrye.com

John D.S. Gilmour
Partner
(713) 355-5005
jgilmour@kelleydrye.com

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SOLICITATION RE: P.L. 35-25 - Bates 016

Kelley Drye

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IV. Required Forms 72

I. Description of Organization, Qualifications, and Experience

a. A summary of vendor's organization and what services vendor will provide.

This proposal is being submitted by the law firms of Kelley Drye & Warren LLP, Taft Stettinius & Hollister LLP, Douglas & London, P.C., Kennedy & Madonna, LLP, SL Environmental Law Group PC, and Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A. (collectively, the "Counsel Team"). The Counsel Team are working together to represent States and other public entities in litigation involving environmental contamination by per-and polyfluoroalkyl substances ("PFAS"), including perfluorooctane sulfate ("PFOS") and perfluorooctanoic acid ("PFOA"), including claims related to the use of aqueous film-forming foam ("AFFF") and other products that contain PFAS compounds. The Counsel Team brings decades of experience in complex environmental contamination and natural resource damages matters, including for States, and we are applying that experience to these unique and evolving contaminants.

Kelley Drye & Warren LLP

Kelley Drye is a firm of more than 300 lawyers and other professionals practicing in New York, New York; Washington, D.C.; Los Angeles, California; Chicago, Illinois; Stamford, Connecticut; Parsippany, New Jersey; and Houston, Texas. Outside of the U.S., the firm has an office in Brussels, Belgium. We have skilled practitioners in the areas of litigation, regulatory, real estate, corporate and bankruptcy that combine to address the unique complexities of our clients' legal challenges.

Environmental Litigation

Kelley Drye provides comprehensive solutions to private and public entities facing complex environmental litigation involving unique, multifaceted legal and technical challenges. Through decades of experience helping clients address the intricacies associated with environmental litigation and administrative matters, our team of attorneys, who are dedicated to environmental litigation, have earned sophisticated legal and technical knowledge to handle the difficulties and challenges presented by environmental litigation.

Our team helps clients address environmental litigation and related matters across the country—ranging from single landowner cost-recovery and property damage claims to some of the largest federal Superfund sites. We represent plaintiffs and defendants in a wide variety of disputes involving the environment, including insurance disputes, cost-recovery actions, contribution actions, Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), Clean Water Act ("CWA") and Oil Pollution Act ("OPA") litigation, similar state law actions, nuisance and property damage litigation, natural resource damages litigation and many other matters relating to contamination and impaired real property. Our representations include matters in state and federal courts, before state and federal regulatory agencies, as well as in various alternative dispute resolution forums.

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Our practice and educational backgrounds in government, earth sciences, economics, ecology and social sciences allow our attorneys to work at a high level of cooperation with environmental, technical and economic expert witnesses. Our attorneys' knowledge and understanding of the scientific issues frequently presented in environmental matters allow us to collaboratively oversee and manage the technical consultants and expert witnesses required for environmental litigation in a well-organized and cost-effective manner.

Natural Resource Damages

Kelley Drye has a unique and sophisticated natural resource damages ("NRD") practice. Our attorneys have worked on NRD matters involving some of the largest waterways on the east and west coasts of the United States, the Gulf of Mexico and on inland rivers and groundwater plumes across the country. We are one of the few law firms in the country to have been retained by both governmental trustees and private sector clients to represent them in NRD matters, giving our attorneys a unique and well-informed perspective in these large and exceptionally complicated environmental matters.

In addition to liability for cleanup costs, most state and federal environmental statutes impose liability for natural resource damages. For example, CERCLA, CWA and OPA each provide that federal and state trustees, as well as tribal governments, may recover damages for injuries to natural resources and for the loss of human uses caused by hazardous substances, petroleum products and oil spills. As part of the record-setting $355 million settlement for the state of New Jersey in the Passaic River litigation, our lawyers secured $67.5 million in restoration projects that must be implemented in local, impacted communities to restore losses of human uses. By investing in parks, greenbelts and access to the Passaic River, these restoration projects will also induce additional economic activity in historically underserved areas, thus benefitting the community and the settling parties.

Claims for NRD are appreciably different from claims for the costs associated with cleaning up petroleum products and hazardous substances spilled or discharged into the environment. Often, the repercussions of oil spills and discharges of hazardous substances into the environment, especially spills and discharges into surface waters like the nation's rivers, bays, gulfs and ports, reach far beyond any relief afforded by a cleanup. Such spills can have dramatic impacts upon the marine life, the environment and the human uses of these natural resources.

Natural Resource Damages, Trustees and Claims. Given the breadth of the resources and uses that can be impacted by significant discharges of chemicals and hazardous substances into surface water bodies, NRD claims are often the most significant, complex and costly environmental claims. Because the attorneys at Kelley Drye are at the forefront of NRD litigation and related matters, we are able to add efficiencies and reduce costs through an understanding of and appreciation for the critical legal, scientific and economic factors that must be addressed to effectively prosecute or defend against such claims.

Our attorneys have researched, analyzed and become acutely familiar with the issues and expert witness disciplines related to determining baseline, as well as other important legal issues associated with NRD, such as preemption, causation, retroactivity, statutes of limitation, scope of trusteeship and resource management, and the many issues impacting overlapping trusteeship.

Through our representation of both trustees and private sector clients, Kelley Drye regularly guides our clients and their technical, economic, regulatory and ecological expert witnesses at a very high level. Our attorneys have worked on behalf of both plaintiffs and defendants with expert witnesses in all facets of NRD, including baseline, fate and transport, wildlife receptors, bioaccumulation, source identification, hydrology and hydrodynamics, toxicology, chemical fingerprinting, economic impacts and quantification of damages, restoration impacts and various other disciplines involved in NRD.

Natural Resource Damages Assessment. When an environmental crisis or injury occurs and damage is done to natural resources, effective management is an absolute necessity to mitigate the damage done to the environment. In certain instances where damage has been done to natural resources, there may be little question regarding the origin of the contamination. The main question will focus on the scope of the damage that has occurred.

Through a formal process known as a Natural Resource Damage Assessment ("NRDA"), intensive expert witness work is undertaken to identify and qualify the injuries to the natural resources impacted by a spill or discharge and then to translate those injuries into an economic damage or an equivalent resource or habitat. This process can be extraordinarily complex, as the NRDA typically must account for the various resources' baseline (their condition prior to the discharge). Because industrial and residential development and use of natural resources substantially complicates the determination of baseline, the status of the affected environment prior to the release of a hazardous substance can be very difficult to ascertain.

We have decades of experience helping both the government and members of the private sector create an accurate assessment of natural resource damages. Investigations can proceed cooperatively between the parties, or we can work to provide an independent assessment for any party. Our firm has a national reputation for finding the answers to the complicated questions that arise following an event where damage is done to natural resources. For example, our lawyers were hired by the State of Louisiana Governor's Office and the Louisiana Oil Spill Coordinator's Office to assist with the natural resource damage assessment resulting from the Deepwater Horizon Oil Spill in the Gulf of Mexico and to assess and quantify the economic and loss of use damages suffered by the State of Louisiana as a result of the spill.

Natural Resource Damages Litigation. NRD actions focus on the injury to the environment and the natural resources that belong to the public and are managed and protected in trust by certain federal, state and tribal governmental entities. Building on the public trust doctrine and common law rights traditionally vested in the sovereign, NRD statutes vest certain enumerated trustees with the ability to seek recovery for the public's loss of natural resources occasioned by a spill or discharge. In some cases, where a federal NRD statute may not apply and the state does not have an independent NRD statute, we have brought NRD claims on behalf of sovereigns under their common law authority alone.

By law, the types of natural resources covered and for which trustees are authorized to seek recovery include land, fish, wildlife, biota, air, water, ground water, drinking water supplies and other such sources belonging to, managed by, held in trust by, appertaining to or otherwise controlled by state and federal governments.

NRD statutes and the public trust doctrine vest federal, state and tribal trustees with the ability to recover for the past and future loss of the human uses of such contaminated or impacted resources. For example, an oil spill in a river, bay or gulf can cause substantial impacts upon the uses of such waterways, including navigation and commerce, industry and jobs, commercial and recreational fishing, tourism, regional development and redevelopment, and even long-term regional growth, taxes, revenues and governmental services. Similarly, contamination of a groundwater aquifer that is serving as a regional water supply can impact the public's use of such a resource. NRD claims deal with this very difficult and expert witness-intensive analysis and quantification, which stand at the intersection of the environment and the economy.

Kelley Drye has uncommon experience in litigating NRD matters. We have been retained by both trustee agencies and corporate clients to litigate, or resolve through ADR or mediation proceedings, these most complex environmental matters. Kelley Drye counsel have represented various trustee agencies in NRD litigation matters, including the State of New Mexico in the Gold King Spill/Animas River Litigation, the State of Louisiana in the Gulf Spill, the State of New Jersey in the Passaic River matter. Kelley Drye, along with the Counsel Team, is also currently representing the State of Ohio in litigation regarding decades-long, widespread PFOA contamination from DuPont's Washington Works plant in West Virginia. Kelley Drye and the Counsel Team also represents the State of New Hampshire for statewide damages caused by PFAS compounds that have contaminated groundwater throughout the State.

Likewise, the firm is currently representing private-sector clients in significant NRD and litigation matters such as the Portland Harbor Superfund Site and the Clark Fork River Basin Superfund Site in Montana.

Environmental Regulation

Kelley Drye advises clients in regulatory and transactional matters, capitalizing on our industry knowledge, environmental experience and familiarity with how key risks can evolve into litigation or enforcement actions. We draft, analyze and negotiate environmental indemnity and assumption provisions in a multitude of contexts. Additionally, our attorneys provide environmental and other due diligence analysis for companies contemplating sales and acquisitions. We are able to provide our clients with critical investigative and risk analysis for these important business decisions. On the operational side, our lawyers assist with permits for construction and operation of new air sources, wetlands and water quality certifications, and pipeline construction authorizations, among others. Our experience also extends to counseling clients subject to enforcement under the Clean Water Act and Oil Pollution Act arising from leaks and spills.

Regulatory Counseling and Response. The attorneys at Kelley Drye combine legal experience, practical knowledge and technical ability to assist clients in effectively navigating an often complex regulatory process. Environmental practitioners at Kelley Drye provide the full range of regulatory representation to both private- and

public-sector clients. Our regulatory attorneys routinely counsel clients on applicability of regulatory requirements, compliance assurance, release reporting and spill response. Kelley Drye helps clients evaluate the need for obtaining permits and, when needed, in securing permits for air emissions, wastewater discharges, and waste generation and disposal. We provide representation in negotiations with federal and state agencies in remediation, permitting, and enforcement matters and in stakeholder proceedings, including submission of formal comments to agency rule making.

We work proactively with our clients to minimize environmental risks and maximize practical solutions, including ascertaining relative responsibilities with other responsible parties and governmental agencies and preserving our clients' rights and privileges in the event of future litigation. We have assisted many clients with developing compliance assurance measures such as audit programs, greenhouse gas and other air emissions inventories, preparedness plans for agency inspections, emergency response protocols, due diligence and compliance checklists, and environmental management systems.

Unaddressed environmental risks can often lead to penalty or enforcement actions. Our attorneys have the depth of experience to provide strong representation at penalty conferences and administrative hearings and in negotiating consent decrees and administrative settlements. By addressing environmental incidents early and aggressively, we seek to limit our clients' future costs and exposure. Because of our extensive environmental litigation experience, we know the issues that can arise later in litigation. With this knowledge, we can help clients avoid potential pitfalls and best position themselves during the regulatory process in the event of later litigation.

2. Taft Stettinius & Hollister LLP

Environmental Overview

Taft's Environmental Practice Group offers a full range of services to a diverse array of clients, ranging from multi-national corporations, private individuals, and non-profits to municipal organizations and other governmental entities. Taft lawyers assist in all aspects of environmental compliance, audits, permitting, defense of claims, as well as the environmental issues arising in connection with the development and disposition of commercial, industrial, and government-owned real estate. In addition, Taft's environmental attorneys are supported in their client work by drawing upon the full-service capabilities of Taft's tax, corporate, litigation, labor, insurance, public law and real estate attorneys to efficiently and expediently solve client matters.

Our environmental attorneys provide nationally recognized services in the areas of:

- Trial practice
  - Toxic and mass tort litigation, including class actions/MDL proceedings
  - Negotiating and implementing consent orders and settlement agreements with government and private parties
  - Environmental insurance litigation
  - National Environmental Counsel to major corporations
  - All aspects of regulatory compliance and litigation (Clean Air Act, Clean Water Act, hazardous and solid waste, FIFRA and Toxic Substances Control Act)
  - Mergers and acquisitions
  - Energy litigation and transaction matters
  - Superfund defense and negotiation
  - Civil and administrative enforcement defense Cost-recovery for plaintiffs and defendants
  - Criminal environmental defense
  - Asbestos, mold, and sick building litigation
  - Perfluorochemical regulation, science, and litigation
  - Lawsuits involving environmental problems resulting from real property transfers, or mergers and acquisitions
  - Brownfield and site development
  - Land development, including state and federal permitting, endangered species protection and historic preservation
  - Environmental regulatory takings (Due Process Clause) litigation
  - Establishment of natural resource mitigation banks

Litigation Overview

Taft's General Litigation group has more than 165 attorneys who are in state and federal courts every day throughout Indiana, Ohio, Illinois and into Kentucky. The breadth of our practice covers the full range of litigation issues that businesses and individuals encounter. We represent public and private companies, municipalities and governmental bodies, and individuals, on a local, national and international scale.

The quality of our attorneys is apparent from the honors we receive. *Best Lawyers in America*® has honored the group with national rankings for Commercial, Construction, Business & Finance, Bankruptcy, Environmental, IP, Securities and Tax Litigation. The group is also listed in Cleveland, Cincinnati and Chicago metropolitan areas for litigation services. Our litigators are recognized by the American College of Trial Lawyers; the American Academy of Matrimonial Lawyers; Ohio, Illinois and Indiana *Super Lawyers*; The Guide to the World's Best Environmental Lawyers; and by *Benchmark Litigation* (*Benchmark Appellate* and *Benchmark Plaintiff* editions).

Taft has an extensive appellate practice. While we have the experience and skill to fight our clients' battles before judges, juries, arbiters and administrative law judges, we view litigation within the larger framework of our clients' business and/or personal objectives. Not every dispute requires the commitment of executive time or the expense and disruption of otherwise profitable commercial relationships that frequently ensue when formal litigation is pursued.

We have employed a variety of alternative dispute resolution techniques, including some we have created to meet the needs of clients engaged in confidential work in highly competitive industries. While we are prepared to aggressively try cases to verdict, alternatives such as mediation may provide a more cost-effective solution to solving a problem. Our litigators have represented clients and acted as mediators and arbitrators in all forms of alternative dispute resolution forums.

E-Discovery Services

Taft also provides litigation readiness E-Discovery services to clients facing complex investigations and potential litigation. We recognize the advantage of and have used compressed discovery schedules and limitations on discovery as a way to reduce the cost of the discovery phase of litigation. The firm is a member of CPR Institute for Dispute Resolution, and a number of our attorneys are CPR or American Arbitration Association arbitrators.

A growing part of our practice involves work to minimize the risks and exposure of doing business in today's litigious world. Litigation avoidance is one of our primary goals.

Our attorneys work with our clients to define, assess and minimize litigation risks and to develop programs to help them comply with specific contractual requirements and with the laws and regulations that affect their business.

PFAS

Taft has represented clients in matters involving contamination of residential drinking water supplies with PFAS, including PFOA and PFOS, for more than 20 years. Taft was lead counsel in the very first PFAS exposure case filed in 1999 and has been actively working on such matters ever since, representing tens of thousands of individuals in communities across the country exposed to PFOA and/or other PFAS. Taft's work has included negotiating and advising in connection with governmental enforcement actions, permits, and consent orders, leading litigation to secure water filtration systems, medical monitoring, blood testing, health studies, and personal injury compensation, and assisting with legislative and regulatory responses to PFAS contamination. Through such work, Taft has helped obtain more than $1 Billion in benefits and compensation for parties injured by PFAS contamination. Taft's advice and counsel is now sought nationally and internationally on the wide array of legal, regulatory, and scientific issues developing with respect to emerging PFAS contamination issues world-wide. Several representative matters are described below.

West Virginia/Ohio PFOA Drinking Water Contamination. Taft attorney Rob Bilott led litigation first filed in 1999 that resulted in the discovery and public disclosure of PFOA in drinking water supplies for approximately 70,000 people in West Virginia and Ohio. That discovery spurred national regulatory interest and investigation into PFOA and the filing in 2001 of the nation's first class action litigation on behalf of individuals exposed to PFOA in their drinking water. Rob Bilott was appointed by the court as one of the Class Counsel for the plaintiffs and helped negotiate and obtain a class settlement in 2004 that secured benefits for the class valued in excess of $300 Million, including water filtration systems for impacted private and public water supplies, funding of independent scientific health studies for PFOA, blood testing of 69,000 people, and eventual medical monitoring and establishment of general causation findings for personal injury claims.

Taft also helped impacted community members protect their interests in connection with various federal and state governmental enforcement actions and consent order activities related to the contamination of drinking water supplies with PFOA in West Virginia and Ohio, and assisted clients in associated regulatory and administrative proceedings.

After an independent scientific panel created under the 2004 class settlement in West Virginia confirmed "probable links" between exposure to PFOA in class member drinking water and six diseases, including two types of cancer, Rob Bilott was appointed co-lead counsel for the Plaintiff's Steering Committee in the multi-district litigation consolidated in federal court in Ohio in 2013 to handle the approximately 3500 claims of class members diagnosed with one of the diseases linked to their PFOA exposure.

During initial bellwether trials held during 2015-2017, Taft helped lead trial teams that obtained verdicts in favor of cancer victims, including compensatory awards as high as $5.1 Million and additional punitive damage awards as high as $10.5 Million. During the fourth trial, on Feb. 13, 2017, it was publicly disclosed that a settlement in principle had been reached to resolve the approximately 3500 current, pending personal injury claims for $670.7 million.

Minnesota PFC Drinking Water Contamination. Taft attorney Rob Bilott helped lead litigation on behalf of residents living near a PFAS manufacturing facility in Minnesota where multiple PFAS, including PFOA and PFOS, were found to be contaminating area public and private drinking water supplies. The litigation and related advocacy and activities led by Taft, including community water and blood sampling for multiple PFAS in residents' blood, led to installation of water filtration systems, additional scientific studies, and changes to the Minnesota regulations, guidelines, and laws governing PFAS, including Minnesota being one of the first States in the US to set drinking water standards for PFOA and PFOS and to designate both PFOA and PFOS as hazardous under state law.

Taft also assisted impacted community residents in several administrative and regulatory proceedings, including consent order negotiations, addressing the investigation and remediation of PFAS in Minnesota.

New Jersey PFOA Drinking Water Contamination. Taft attorney Rob Bilott was appointed one of Plaintiffs' Class Counsel in litigation on behalf of residents whose public and private drinking water supplies were contaminated with PFOA released from a manufacturing facility in New Jersey. The class action litigation and related advocacy and activities led by Taft, including a community PFAS blood and water testing program, led to a multi-million-dollar class settlement providing appropriate water treatment, prompted governmental investigations, and spurred the development of some of the most comprehensive toxicity assessments and most progressive drinking water guidelines for PFOA and other PFAS in the country.

AFFF Exposure Claims. Taft attorney Rob Bilott was appointed Advisory Counsel to the Plaintiffs' Executive Committee and serves as one of the Co-Chairs of the Science Committee in multi-district litigation proceedings currently pending in federal court in South Carolina in which cases involving claims based on exposures and damages from Aqueous Film-Forming Foams containing PFAS chemicals have been consolidated.

State PFAS Claims. Working with the current Counsel Team, Taft also currently represents both the State of Ohio and the State of New Hampshire as Special Counsel in connection with PFAS-related claims, as described more fully below.

Personal Injury/Product Liability Litigation

Taft attorneys have had extensive experience in litigation involving substantial product liability and personal injury claims. Traditionally, our practice in this area has focused on the defense of larger, self-insured companies, such as railroads, utility companies and a broad spectrum of manufacturing and pharmaceutical companies. In recent years, we have diversified our personal injury practice by also selectively representing plaintiffs in cases involving serious personal injury, death or class-wide exposure to toxic substances, including PFAS. Our broad experience in personal injury cases enables us to help clients, whether plaintiffs or defendants, fairly evaluate the merits of the case and, if appropriate, the advisability of settlement. If trial is necessary, we have the experience to prepare and try the strongest case for a plaintiff or a defendant.

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Representative personal injury matters handled by our attorneys for defendants include:

- Injury and death claims against a utility company involving contact with high voltage electric lines and natural gas pipeline leaks and explosions.
- Ohio employee intentional tort claims for employers such as Ingersoll-Rand, Leggett & Platt, Smurfit-Stone Container and Cincinnati Children's Hospital Medical Center.
- Third-party indemnification claims between employers and equipment manufacturers arising out of on-the-job injuries.
- Pharmaceutical and medical device injury claims for Eli Lilly Company, Boston Scientific Corporation, Pacific Dunlop Corporation and Philips Electronics.
- Product liability claims arising out of electrical tools and appliances and forklift trucks for Black & Decker and Hyster Corporation.
- Product liability claims arising out of electrical tools and appliances and forklift trucks for Black & Decker and Hyster Corporation.
- Product liability claims arising out of printers and copiers.
- Premises liability claims for many clients, including AK Steel Corporation.
- Defense of, and insurance coverage advice in, asbestos and welding fumes exposure cases for Kaiser Aluminum & Chemical Corporation, David J. Joseph Company, Wm. Powell Company, Richards Industries and J. W. Harris Company.
- Defense of claims arising out of construction tools, equipment and machinery.
- Defense of automobile wheel manufacturer and gun manufacturers in product liability claims.

Representative personal injury matters handled by our attorneys for plaintiffs include:

- Construction site injuries and deaths.
- Fire injury and death claims against insurance companies.
- Serious injury and death claims from vehicular collisions and pedestrians and cyclists struck by vehicles.
- Multiple personal injury class action cases against two large chemical companies as a result of PFAS ground water contamination in several states, including one that was settled for benefits in excess of $300 million.

- Thousands of individual PFAS personal injury and wrongful death cases brought against a PFAS manufacturer, resulting in multi-million dollar trial verdicts, punitive damage awards, and a global settlement of over $670 million.

While our attorneys vigorously and effectively defend and prosecute serious personal injury and death claims, we recognize the need to treat opposing parties and witnesses with respect and opposing counsel with civility and professionalism. We appreciate that judges and juries often perceive the demeanor of trial attorneys as a reflection of the values and attitudes of the clients they represent.

Class Action, Derivative and Multi-Party Litigation

Taft's Class Action, Derivative and Multi-Party Litigation attorneys invest their time and energy in managing the litigation process before it even begins. Our unique blend of premier legal knowledge, depth of litigation skill and experience, professional relationships and attention to client goals enables us to deliver unparalleled class action and multi-party litigation services that are individually tailored to each client's needs. From state and federal courts to administrative proceedings, Taft takes the lead for clients and guides them through the process.

Clients of all types and sizes turn to us to deliver our extensive experience in class action litigation and complex multi-party litigation. We have defended and prosecuted class action and multi-party cases involving a wide variety of legal issues and parties, including:

- Product liability claims
- Consumer claims
- Securities claims
- Securities matters
- Labor matters
- Antitrust cases
- Opioids claims
- Professional sports cases
- Insurance claims
- Environmental matters
- PFAS and AFFF claims
- Personal injuries and toxic torts

We find that in the class action arena, the incidences of actual trials to verdict on the merits of a lawsuit are rare. More typically, the outcome of the litigation is determined early in preliminary issues, including whether the initial complaint is dismissed or a class is certified.

Our litigators have experience in both defending class actions filed by groups of our clients' own customers or consumers and in pursuing and certifying class claims. We have extensive experience defending and prosecuting all varieties of class action lawsuits, including securities, for prominent retailers, automotive and consumer goods manufacturers, banks and financial institutions and toxic torts. Historically, we have been successful at both getting

dismissals before arriving at the class certification state and defeating class certification and securing early class certification for our clients.

At a very sophisticated level, we defend public corporations and their officers and directors in securities class action litigation, shareholder derivative actions and ERISA actions in state and federal courts. We have represented large classes of individuals claiming injury from toxic exposures in precedent-setting class action and multi-district proceedings. Taft also regularly represents corporations, boards and board committees and individuals in SEC and self-regulatory organization enforcement matters, and is currently representing a variety of governmental entities in on-going multi-district litigation involving opioids.

Our attorneys have acquired extensive experience in all aspects of class-certification proceedings (successfully defeating and obtaining certification) by:

- Selecting, defending, and challenging related technical and scientific experts.
- Managing massive document reviews and production challenges.
- Navigating complex multi-district or multi-state proceedings.
- Negotiating with political, governmental, and regulatory entities.
- Addressing related criminal investigations.
- Exploring alternative dispute mechanisms (such as ADR, mediation, consent orders and settlements).

We manage not only the traditional investigative, discovery, pre-trial and appellate work in these cases, but also the development of the overall case-management strategy based on the goals of our clients. Our collaborative working relationship with clients leads to more cost-effective, efficient and innovative methods of resolution.

Experienced and Cost Effective

Trial Expertise

Significant courtroom experience

- Represent both plaintiffs and defendants
- Five attorneys who have been practicing since CERCLA passed in 1980
- One attorney named "Trial Attorney of the Year" in 2005 for his PFAS-related work

Complex cases ranging from administrative proceedings to trial and appellate work

Deep bench

Negotiation experience with federal and state agencies

Access to the firm's full range of legal services

Wide variety of experience

- Municipalities
- Utility
- Chemical
- Manufacturing
- Individuals
- Auto
- Foundries
- Agricultural

3. Kennedy & Madonna, LLP

Kennedy & Madonna, LLP was formed in 2000 by founding partners Robert F. Kennedy, Jr. and Kevin J. Madonna. The firm currently numbers two attorneys engaged in complex environmental and consumer litigation matters in federal and state courts throughout the United States. Among the leading environmental cases in which Kennedy & Madonna, LLP has played or currently plays a major role are:

- *In re Aqueous Film-Forming Foams Products Liability Litigation* (MDL 2873), No. 2:18-mn-2873 (D.S.C.). The firm currently represents three municipal clients (City of Westfield, MA, County of Barnstable, MA and City of Fairbanks, Alaska) in groundwater contamination cases involving PFAS. These cases were consolidated into MDL 2873 and Kevin Madonna was assigned as co-chair of the Law and Briefing Committee.

- *State of Ohio v. In re E. I. du Pont de Nemours & Co. C-8, et. al*, No. 180T32 (Ct. of Common Pleas, Washington Cty.) The firm was recently approved to join the legal team representing the state in litigation involving the contamination of the state's natural resources from PFOA released from DuPont's Washington Works plant in Parkersburg, West Virginia.

- *In re E. I. du Pont de Nemours & Co. C-8 Pers. Injury Litig.* (MDL 2433), No. 2:13-md-2433 (S.D. Ohio). In 2013, the firm was appointed to the Plaintiffs' Steering Committee in a PFOA groundwater contamination case centralized in the Southern District of Ohio. The firm represented over 3,500 individuals who have personal injuries linked to PFOA exposure. Since the MDL's inception in early 2014, the firm assisted with litigating three bellwether cancer cases to trial and securing plaintiff victories in all three cases. The firm was primarily responsible for briefing in this MDL, whose docket

contains over 5,000 filings. The firm also represented the first bellwether plaintiff in her appeal before the Sixth Circuit Court of Appeals. The MDL was settled in February 2017 for $671 million.

- *Southern California Gas Leak Cases*, Judicial Council Coordination Proceeding No. 4861 (Cal. Sup. Ct., Cty. of Los Angeles). The firm represents over 7,000 individuals in personal injury and property damage cases against Southern California Gas Company relating to the defendant's gas well blowout that resulted in in the discharge of approximately 100,000 tons of natural gas into the environment and mandatory evacuations of entire neighborhoods that lasted for over four months.

- *Perrine v. E.I. du Pont de Nemours & Co.*, No. 04-C-296-2 (Harrison Cty., W. Va.). The firm represented an 8,000-member property owner and medical monitoring class for claims arising from defendant's operation of a zinc smelting plant in Spelter, West Virginia. The firm received a $400 million jury verdict after a seven-week trial. After two years of post-trial appeals, the case settled for an approximate value of $175 million.

- *City of St. Louis, Mich. v. Velsicol*, No. 07-10385 (Gratiot Cty., Mich.). The firm represented a city whose wells were contaminated with pCBSA, a byproduct of DDT manufacturing. The firm secured a settlement valued at $25 million which allowed the City to construct a new water system for its residents.

- *Morgan v. Ford Motor Co.*, No. 2:06-CV-1080 (JAP) (D.N.J.). The firm represented over 600 members of a state recognized Indian tribe for property damage and personal injury claims arising from defendants' illegal disposal of hazardous waste. The lawsuit was settled on a confidential basis four years after the case was filed.

- *Waterkeeper Alliance, Inc. v. Smithfield Foods, Inc.*, Nos. 4:01-CV-27-H, 4:01-CV-30-H (E.D.N.C.). Involved federal Clean Water Act and RCRA claims against owners and operators of two concentrated animal feeding operations in North Carolina. The case settled in January 2006 for $8 million in injunction relief.

- *Samples, et al. v. Conoco*, No. 01-0631-CA-01 (1st Cir. Escambia Cty. Fla.). The firm represented a class of property owners whose properties and drinking water were impacted by releases of hazardous substances from defendants' CERCLA site. In 2004, a settlement was reached in the amount of $96 million in damages.

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4. Douglas & London, P.C.

Douglas & London, P.C., with nearly a century of combined legal experience amongst the senior partners as trial lawyers and lead counsel in some of the largest civil actions, including both multidistrict litigation and class actions, have been trailblazers in the field of environmental toxic torts, pharmaceutical mass torts, products liability, vaccine-related injuries, consumer class actions and leaders in the fight against big tobacco, with a record of success virtually second to none.

Co-founding partner Gary J. Douglas has been a trial lawyer for three decades during which time he has scored landmark verdicts against chemical industry giants such as DuPont, pharmaceutical industry giants, such as Bayer, Johnson & Johnson and Merck, as well as tobacco industry giants, including Brown Williamson and Philip Morris. He was the youngest member inducted into the Trial Lawyer Hall of Fame, and a veteran of hundreds of trials over his career. More importantly, Mr. Douglas is also the sole lawyer in the country today who has served as co-lead trial counsel in all three trials ever to obtain plaintiffs' verdicts involving massive contamination of drinking water affecting thousands with PFAS, specifically C8/PFOA. Ultimately, a global settlement, masterminded by firm co-founding partner Michael A. London, was achieved in the amount of $671 million.[1]

Mr. Douglas has accumulated a highly impressive trial success record, including in complex litigations such as: (1) one of the first verdicts in the nation for injuries resulting from a defective airbag (*Crespo v. Chrysler Corp.*); (2) firm founding partners Mr. London and Mr. Douglas secured the first verdict in the state of New York against the tobacco industry for a widow whose husband died as a result of lung cancer in the amount of $20 million (*Frankson v. Brown & Williamson*); (3) Mr. Douglas along with co-counsel secured the first and only multi-million dollar verdict in the country against Merck in the Fosamax multidistrict litigation in the amount of $8.5 million (*Boles v. Merck & Co., Inc.*); (4) just weeks following the *Boles* verdict, Mr. Douglas secured an $8 million verdict against Ethicon, a subsidiary of Johnson & Johnson, for a defective staple gun used in a gastric-bypass procedure (*Bush v. Merola, et al.*); (5) Mr. Douglas served as co-lead trial counsel in three plaintiff verdicts against DuPont as a result of its contamination of drinking water supplies with the toxic chemical C8/PFOA (multiple trials); and, (6) Mr. Douglas served as lead trial counsel in the first and only plaintiff verdict against Bayer and Janssen for the drug Xarelto in the amount of $27.8 million (*Hartman v. Janssen Pharmaceuticals, Inc., et al.*).

Moreover, Mr. Douglas and the firm have been asked to serve as lead trial counsel in other significant mass tort cases that settled before trial. Mr. Douglas and the firm were co-lead trial counsel in one of the first Ortho Evra birth control cases set for trial in MDL 1742; Mr. Douglas and the firm being co-lead trial counsel in the first *Yaz/Yasmin* case set for trial in January 2012 as part of MDL-2100, which was stayed for global settlement

[1] *See In re: E. I. du Pont de Nemours and Company C-8 Personal Injury Litigation*, MDL-2433 ("C8 MDL").

discussions 11 days prior to trial; Mr. Douglas and the firm designated as lead trial counsel in the first Pradaxa case in MDL-2385, also stayed due to a global settlement.[2]

Mr. Douglas has tried hundreds of cases and obtained dozens of multi-million dollar verdicts and settlements. Because of his impressive trial success record, Mr. Douglas is a past recipient of the Clarence Darrow Award, the prestigious award given to those who best embody the attributes and skills of the legendary trial attorney and champion of the underdog, Clarence Darrow. More recently, in April 2018, Mr. Douglas was the youngest lawyer to be inducted into the Trial Lawyer Hall of Fame, an honor bestowed only to those trial lawyers who have established themselves as true champions and crusaders for American justice.

Mr. London has been appointed by federal courts from coast to coast as lead counsel for some of the most complex mass torts, including litigations involving PFAS. His record of coordinating and bringing these complex cases to resolution is unparalleled. His brilliant leadership and extraordinary creative strategies have resulted in billions of dollars in settlements, including the aforementioned $671 million settlement in the C8/PFOA MDL in the Southern District of Ohio. Mr. London's experience includes being appointed to, and serving as, lead or liaison counsel on numerous Plaintiffs' Steering Committees. His formal lead and liaison counsel roles have been in the following matters with the following results:

- Vice-Chair of Plaintiffs' Steering Committee – *In re: Zyprexa Products Liability Litigation*, MDL-1596, before the Honorable Jack B. Weinstein in the United States District Court for the Eastern District of New York (status: resolved, $700 million settlement of approximately 8,000 claims);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Yasmin and Yaz (Drospirenone) Marketing Sales Practices and Products Liability Litigation*, MDL-2100, before the Honorable David R. Herndon in the United States District Court for the Southern District of Illinois (status: resolved, with over $2 billion paid in settlements);

- Co-Lead Counsel and Liaison Counsel for Plaintiffs' Steering Committee – *In re: Bayer Corp. Combination Aspirin Products Marketing and Sales Practice Litigation*, MDL-2023, before the Honorable Brian M. Cogan in the United States District Court for the Eastern District of New York (status: resolved, $15 million class settlement);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL-2385, before the Honorable David R. Herndon in the United States District Court for

[2] Because of his wealth of courtroom experience and skills, Mr. Douglas has been appointed to serve in key positions in federal multi-district litigations, including his recent appointments as co-chair of the science committee in the federal court litigations *Yaz/Yasmin/Ocella*, *Pradaxa*, *C8*, and *Xarelto*, where he coordinates, manages and develops scientific and medical evidence to support theories of liability and causation.

the Southern District of Illinois (status: resolved, $650 million settlement of approximately 4,000 claims);

- Liaison Counsel and Plaintiffs' Executive Committee Member – *In re: Ortho Evra Products Liability Litigation*, MDL-1742, before the late Honorable David S. Katz in the United States District Court for the Northern District of Ohio (status: resolved, individual confidential settlements of approximately 3,000 claims in federal and state courts);

- Co-Liaison Counsel for all Plaintiffs – *In re: Levaquin Litigation*, centralized and consolidated litigation before the late Honorable Carol E. Higbee in the Superior Court of New Jersey, Atlantic County (status: resolved, individual confidential settlements of hundreds of claims in federal and state courts);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: E. I. du Pont de Nemours and Company C-8 Personal Injury Litigation*, MDL-2433, before the Honorable Edmund A. Sargus, Jr., in the United States District Court for the Southern District of Ohio (status: resolved, $671 million settlement of approximately 3600 claims);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Invokana (Canagliflozin) Products Liability Litigation*, MDL-2750, before the Honorable Brian Martinotti in the United States District Court for the District of New Jersey, (status: resolutions pending of individual confidential settlements of approximately 2000 claims); and,

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Aqueous Film-Forming Foams ("AFFF") Products Liability Litigation*, MDL-2873, before the Honorable Richard M. Gergel in the United States District Court for the District of South Carolina (status: active).

Notably, in the eight resolved national mass tort litigations wherein Mr. London served as either co-lead counsel or liaison counsel, settlements were accomplished in the span of a highly efficient, 18 to 37 months from when MDL centralization occurred until announcement of settlement parameters, and as noted, this occurred during ongoing trials and settlements days before trial.[3] Mr. London has also represented hundreds of women

[3] Mr. London was also formally appointed to sit on both Plaintiffs' Steering Committees or Executive Committees (without elevated roles as lead or liaison counsel) in the following multidistrict litigations: *In re: Testosterone Replacement Therapy Products Liability Litigation*, MDL 2545, in the United States District Court for the Northern District of Illinois (status: resolved); *In re: Kugel Mesh Hernia Patch Products Liability Litigation*, MDL-1842, in the United States District Court of Rhode Island (status: resolved); *In re: Heparin Products Liability Litigation*, MDL-1953, in the United States District Court for the Northern District of Ohio (status: resolved); *In re: Imagitas Inc. Drivers' Privacy Protection Act Litigation*, MDL-1828, in the United States District Court for the Middle District of Florida (status: resolved); *In re: Light Cigarettes Marketing and Sales Practices Litigation*, MDL-2068, in the United States District Court for the District of Maine (status: resolved); *In re: Bextra/Celebrex Products Liability Litigation*, in the New York State Supreme Court (status: resolved); *In re: Zimmer NexGen Knee Implant Products Liability Litigation*, MDL-2272, in the United States District Court for the Northern District of Illinois, Eastern Division (status: resolved); *In re: Denture Cream*

exposed, *in utero*, to the drug Diethylstilbestrol ("DES"). He and the firm also have represented and continue to represent children and families who were victims of the medical device/procedure Chorionic Villi Sampling, as well as other toxic and mass torts for which formal Plaintiffs' Steering Committees were not established.

Stephanie O'Connor, another firm partner, who joined the firm in 2006, is one of the leading female attorneys in her field. Ms. O'Connor is an excellent trial attorney with an impeccable mind for science. She has prosecuted major trials with billions of dollars hanging in the balance, including against the pharmaceutical giant Takeda for its drug Actos, which resulted in an approximately $2.7 billion settlement after multiple trials. During the first Actos trial, Ms. O'Connor was co-counsel to nationally renowned trial attorney Mark Lanier, and that team secured a $9 billion verdict. Ms. O'Connor is currently one of the few female lead counsel in a nationwide complex pharmaceutical litigation having been appointed to that position by the presiding judge in the *In re: Proton-Pump Inhibitor Products Liability Litigation*, MDL 2789.

Ms. O'Connor has likewise served, and currently serves, both as a member of several trial teams and/or in leadership positions in multiple complex nationwide litigations, including: Co-Lead Counsel of Plaintiffs' Steering Committee, before the Honorable Claire Cecchi in the United States District Court for the District of New Jersey, (status: active); Plaintiffs' Executive Committee and Science Committee Chairperson – *In re: Actos (Pioglitazone) Products Liability Litigation*, MDL-2299, before the Honorable Rebecca F. Doherty in the United States District Court for the Western District of Louisiana (status: resolved, $9 billion verdict and a $2.4 billion settlement on behalf of over 9,000 plaintiffs); Plaintiffs' Steering Committee – *In re: Power Morcellator Products Liability Litigation*, MDL-2652, before the Honorable Kathryn H. Vratil in the United States District Court of Kansas (status: resolved, confidential settlements); and, Plaintiffs' Steering Committee – *In re: Silicone Gel Breast Implant Products Liability Litigation*, New York State Consolidated Action with concomitant routine appearances in MDL-926 (status: resolved).

On the trial side, of particular note, in 2017, Ms. O'Connor served on the trial team that secured a $140 million verdict against AbbVie, Inc., in the testosterone replacement therapy litigation (*Konrad v. AbbVie, Inc.*), as well as on the trial team that secured a $9 billion verdict against Takeda and Eli Lilly in 2014 for the drug Actos (*Allen v. Takeda Pharmaceuticals, Inc., et al.*). Ms. O'Connor and the entire trial team were nominated as one of eight trial teams of the year by the National Trial Lawyers' Association.

In the environmental context in particular, Mr. Douglas and firm senior associate, Rebecca Newman, successfully represented plaintiffs at multiple trials against the chemical giant DuPont. These cases involved water contamination with the toxic chemical C8, resulting in verdicts of $1.6 million (*Bartlett v. E. I. du Pont, et al.*); $5.6

Products Liability Litigation, MDL-2051, in the United States District Court for the Southern District of Florida (status: resolved); *In re: DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*, MDL-2197, in the United States District Court for the Northern District of Ohio (status: resolved); *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation*, MDL 2846, pending in the United States District Court for the Southern District of Ohio (status: active).

million (*Freeman v. E. I. du Pont, et al.*); and $12.5 million (*Vigneron v. E. I. du Pont, et al.*). Mr. London, the court appointed co-lead counsel in the C8 MDL, also served as the lead negotiator in achieving the global $671 million settlement for the approximately 3,600 then-pending claims. All three were nominated as a trial team of the year in 2017 by the National Trial Lawyers' Association.

In the class action context, Douglas & London has represented consumers in a consumer fraud class action brought on behalf of consumers who purchased Bayer combination aspirin products, which did not provide the heart benefits that the products were purported to provide. This class action settled for $15 million. Currently, the firm represents a class of customers of the Long Island Power Authority and National Grid for damages the class sustained as a result of their grossly negligent operation and maintenance of their transmission and distribution systems following Super Storm Sandy. Class certification was recently granted in this case.

While various associates of the firm are annually recognized by Super Lawyers, in 2018, six of the firm's attorneys were listed on the New York Super Lawyers and Rising Stars list. Each of these attorneys continue to fight for the underdog, achieve phenomenal results in cutting-edge litigation, and further Douglas & London's commitment to their clients across the firm's broad spectrum of cases.

5. SL Environmental Law Group PC

SL Environmental only represents states, municipalities, and water systems for damages to drinking water and the environment. The firm was founded in 2003 with the mission to work with public entities and utilities to hold those responsible for pollution accountable for cleaning up their contamination of groundwater and water supplies. SL's experience includes helping clients address contamination from methyl tertiary butyl ether ("MTBE"), 1,2,3-trichloropropane ("TCP"), dibromochloropropane ("DBCP"), perchloroethylene ("PCE"), trichloroethylene ("TCE"), perchlorate, polychlorinated biphenyls ("PCBs"), para-chlorobenzenesulfonic acid ("pCBSA") and PFAS such as PFOA and PFOS). SL Environmental has represented more than 30 public entity and utility clients in drinking water contamination cases, which have generated more than $1 billion in combined jury verdicts and settlements.

SL Environmental was hired by the New Hampshire Attorney General's Office to work as the State's co-counsel in a lawsuit to recover damages for MTBE contamination throughout the State of New Hampshire. SL Environmental and the State reached settlements providing approximately $120 million in cash recovery for the State before trial and another $16 million with Citgo shortly after trial began. After a three-month trial, the jury found ExxonMobil responsible for 28.94% of the damages and awarded the State over $236 million.

Among the other leading environmental cases in which SL Environmental has played or currently plays a major role are:

- *In re Aqueous Film-Forming Foams Products Liability Litigation* (MDL 2873), No. 2:18-mn-2873 (D.S.C.). The firm currently represents three municipal clients (City of Westfield, MA, County of Barnstable, MA and City of Fairbanks, Alaska) in groundwater contamination cases involving PFAS. These cases were consolidated into MDL 2873. Richard Head is a co-chair of the Public Water Supplier Committee

- *City of New York v. Amerada Hess Corporation, et al.*, United States District Court, Southern District of New York, Case No. 04-CV-3417. This was an MTBE case filed against over thirty of the largest petroleum manufacturers in the world. SL Environmental reached settlements totaling $14,675,850 before trial. A jury trial was conducted against ExxonMobil in 2009 which resulted in a jury verdict for $104,700,000 that was affirmed by Second Circuit Court of Appeals.

- *City of St. Louis, Mich. v. Velsicol Chemical Corp., et al.* (2011), Eastern District of Michigan, Case No. 07-CV13683. SL Environmental represented the City of St. Louis, Michigan in a groundwater and drinking water contamination case involving toxic chemicals that were byproducts of DDT, a pesticide that was manufactured at a local chemical plant between the 1940s and 1970s. The case resulted in a $26.5 million settlement for St. Louis, which has paid for the City to replace its water system with one that is safe and reliable.

- *City of Pomona v. Sociedad Quimica Y Minera De Chile S.A.; SQM North America Corporation*, U.S. District Court for the Central District of California, Case No. 11-CV-00167-RGK. In this case, the City alleges that the

defendant imported and distributed nitrate fertilizers manufactured in Chile that were defective in design because they contained perchlorate, a harmful and unnecessary impurity. Perchlorate has been detected in a number of the City's groundwater production wells at concentrations in excess of 6 parts per billion (ppb). California has set a safe drinking water standard, or Maximum Contaminant Level ("MCL"), for perchlorate at 6 ppb. This case is ongoing.

- TCP contamination cases: SL Environmental represents multiple California municipalities and water systems that have been impacted by TCP contamination, an inert ingredient, impurity or byproduct of certain soil fumigant producted used to control nematodes in the agriculture industry. These cases are ongoing either as part of the California Coordinated Proceeding, "In Re: TCP Cases" or in the Federal District Court.

6. Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.

Levin Papantonio was founded in 1955, in Pensacola, Florida, and is one of the largest plaintiff's law firms in the country with nearly 40 attorneys and more than 150 support staff. Levin Papantonio has a longstanding reputation as one of America's premier trial firms. Levin Papantonio attorneys have tried more than 150 cases resulting in jury verdicts exceeding $1 million, and the firm has recovered more than $3 billion through verdicts and settlements over the last 25 years. The National Law Journal recognized Levin Papantonio as the fourth most successful law firm in America based on total jury verdicts in 2002. After securing a $380 million verdict in 2007, three of the firm's attorneys were nominated as one of the top trial teams in the country by the Public Justice Foundation. Through multiple trial verdicts against DuPont regarding C8, Levin Papantonio led a $671 million settlement in 2017.

Over 60 years, Levin Papantonio attorneys have been committed to aggressively pursuing our clients' rights through trial. Levin Papantonio routinely holds leadership positions in some of the country's most complex multi-district litigations, including the Plaintiffs' Executive Committee for *In re Deepwater Horizon (BP) Oil Spill in the Gulf*, MDL 2179 (E.D. LA), helping to bring about the recent $20.8 billion settlement in that action. The firm's attorneys also served on the Plaintiff Steering Committee and as co-chair of the Discovery Committee for the Bayer Yaz/Yasmin pharmaceutical litigation, in which Bayer has paid approximately $2 billion to date. Levin Papantonio has decades of leadership experience spearheading America's most complex litigation. Levin Papantonio routinely represents cities, counties, and government agencies in lead counsel roles ranging from areas such as pharmaceutical, environmental, derivative, securities, and antitrust litigation, to a key role in the landmark tobacco cases brought by states to recover health care expenditures.

Levin Papantonio is "AV" rated, and its attorneys have been inducted into the National Trial Lawyer Hall of Fame, listed in Best Lawyers in America, and profiled by national publications and news outlets including the New York Times, Los Angeles Times, Forbes, Time Magazine, Newsweek, Fox News, ABC News, and CNN. The attorneys at Levin Papantonio have the experience and resources necessary to hold large corporations accountable for their wrongful conduct. As a nationally recognized litigation firm, Levin Papantonio has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies.

b. A statement regarding vendor's financial condition and confirming that vendor has adequate financial resources to perform the work described in the solicitation.

As private partnerships, Kelley Drye, Taft Stettinius & Hollister LLP and Levin Papantonio generally do not disclose their profit; however, they each confirm that they experienced a healthy growth over the past several years and that they have the adequate financial resources to perform the work described in the solicitation. Douglas & London, P.C. is a professional corporation existing under the laws of New York State, with 100% of the ownership held privately by 2 partners. D&L has experienced growth each year over the 18 years since its formation. SL Environmental has adequate financial resources to perform the work described in the solicitation and has the funding necessary to take multiple simultaneous complex environmental cases through final judgment. Kennedy & Madonna has zero debt and adequate financial resources to perform the work described herein.

c. A description of past or pending litigation or projects involving environmental contamination of groundwater or water by use of chemical products, particularly per- and polyfluoroalkyl substances (PFAS) and related products.

The Counsel Team currently represents the State of Ohio as Special Counsel in *State of Ohio, ex rel. David Yost Attorney General of Ohio v. E. I. du Pont de Nemours and Co., et al.*, Case No. 180T32, in the Washington County Common Pleas Court (filed February 8, 2018), wherein Ohio is seeking natural resource damages, abatement of environmental harms, remediation costs, and damages arising from PFOA that has contaminated the surface waters, groundwater, soils, sediments and natural resources of Ohio.

The Counsel Team also currently represents the State of New Hampshire with the New Hampshire Attorney General in two lawsuits seeking damages for environmental contamination related to PFAS. One lawsuit seeks damages from 3M, DuPont, and its spinoff corporation Chemours for statewide PFAS contamination from manufacturing facilities, landfills, and other locations across the state. The second lawsuit seeks damages for environmental contamination related to PFAS from AFFF against these defendants and five other manufacturers of AFFF. The lawsuits seek damages for, among other things, the investigation and remediation of the contamination and related costs, compensatory damages, and natural resource damages.

Kelley Drye is also representing the State of New Jersey in environmental remediation, restoration, and natural resource damages claims for contamination from PFAS across the entire State. In New Jersey, we drafted and issued (on March 25, 2019) a Statewide Directive concerning PFAS, and we also drafted and filed two site-specific lawsuits (on March 27, 2019) against the primary manufacturers of PFAS: 3M and DuPont. With respect to AFFF, New Jersey has also retained Kelley Drye to assert claims for the investigation and remediation of groundwater, surface waters, and soils, and to seek relief and damages associated with impacts to the natural environment and resources of the State, as well the health risks posed to the citizens.

Kennedy & Madonna, Douglas & London and SL Environmental represent the Middlesex Water Company in a lawsuit against 3M in the U.S. District Court for the District of New Jersey for contamination of the public

drinking water supply with PFOS. Kennedy & Madonna and SL Environmental also represent the County of Barnstable Massachusetts, the City of Westfield Massachusetts and the City of Fairbanks Alaska for damages that have occurred to groundwater resources with PFAS caused by the use of AFFF. Each of these lawsuits seeks compensatory damages for the damage to property, the costs to investigate, remediate and monitor PFAS contamination and to design, construct operate and maintain water treatment systems necessary to treat PFAS from the water supplies.

Similarly, Rob Bilott from Taft Stettinius & Hollister LLP ("Taft Law Firm") is the first lawyer in the country to be involved in environmental litigation regarding PFOA and developed a comprehensive record of DuPont's activities at the Washington Works facility in West Virginia. Across 20 years, Rob and the Taft Law Firm have developed an extensive library of documents obtained through discovery from DuPont and 3M that cannot be replicated by anyone else, including the companies themselves. These documents provide extensive documentation regarding the companies' knowledge of the risks to human health and the environment posed by PFOS and PFOA for decades.

The Taft Law Firm led litigation first filed in 1999 that resulted in the discovery and public disclosure of PFOA in drinking water supplies for approximately 70,000 people in West Virginia and Ohio attributable to the DuPont Washington Works facility. Rob's discovery and dedicated perseverance spurred national regulatory interest and investigation into PFOA and the 2001 filing of the nation's first class action on behalf of individuals exposed to PFOA in their drinking water. Rob was appointed by the court as one of Plaintiffs' Class Counsel and helped negotiate and obtain a class settlement in 2004 that secured benefits for the class valued in excess of $300 million, including water filtration systems for impacted private and public water supplies in West Virginia and Ohio, funding of independent scientific health studies for PFOA through the establishment of an independent C8 Science Panel, blood testing of 69,000 people, and eventual medical monitoring and establishment of general causation findings for personal injury claims.

Rob Bilott and the Taft Law Firm also led additional class action litigation against DuPont in New Jersey arising from PFOA contamination of water supplies near DuPont's Chambers Works facility. That case resulted in a settlement in 2011 that provided clean water to local residents. Similarly, Rob was involved in litigation against 3M in Minnesota during which dozens of 3M witnesses and experts were deposed and additional documents were collected and reviewed. He also assisted the Minnesota Attorney General's Office with its case against 3M related to PFOS contamination state-wide.

As a result of the 2004 class action settlement in West Virginia, the C8 Science Panel was created which has become the foundation for much of the scientific work that is being done today regarding the health risks associated with PFOA and the entire class of PFAS chemicals. After the Science Panel completed its work, Rob Bilott and his colleagues at the Taft Law Firm teamed with Douglas & London, Levin Papantonio, and Kennedy & Madonna to represent approximately 3,200 individuals who suffered personal injuries from drinking water contaminated with PFOA from DuPont's Washington Work's plant. These cases were consolidated in a multi-district litigation ("MDL") proceeding in the Southern District of Ohio where Rob Bilott and Mike London of the

Douglas & London law firm served as Co-Lead Counsel. After four years of litigation, including three trials that resulted in multi-million dollar verdicts in favor of each individual plaintiff of $1.6 million, $5.6 million and $12.8 million (including punitive damages in the last two referenced trial results), a global resolution was reached on behalf of approximately 3,600 claimants for $670.7 million. This legal team is comprised of the only lawyers in the country to have tried a PFOA case successfully, and, in fact, has tried three.

During the C8 MDL, which includes over 5100 docket entries, this team litigated PFOA issues that resulted in twenty-four case management orders, forty-seven pretrial orders, twelve discovery orders, twenty-nine dispositive motions orders, twenty-four evidentiary (*Daubert*) motions orders, and rulings on 142 motions *in limine*. Included in these orders is a finding from the court that "[a] reasonable jury could find the evidence shows that DuPont knew that C-8 was harmful, that it purposefully manipulated or used inadequate scientific studies to support its position, and/or that it provided false information to the public about the dangers of C-8." Specifically, at trial, the Plaintiffs' team introduced evidence that DuPont was discharging more than 80 percent of its PFOA input from its Washington Works plant back into the environment despite its own internal 1991 warning *specifically* stating that PFOA should *not* be discharged to surface water *and* a 1986 warning by the manufacturer of the PFOA - 3M - that PFOA should *only* be disposed of through incineration or disposal at a proper landfill.

Our teammates' efforts included the analysis of hundreds of thousands of documents (that total over six million pages), taking the depositions of dozens of DuPont representatives, the preparation of dozens of expert reports (and access to many other experts, including many of the world's leading scientific experts), and the culmination of three successful trials. There are simply no other attorneys who have a better grasp of the evidence at issue in these cases.

All of these issues and common background have led this team of firms to join forces on national PFAS matters. Importantly, in addition to our work in Ohio, New Hampshire, and New Jersey, we are all now in leadership positions in the currently-pending Multi-District Litigation ("MDL") regarding aqueous film forming foam ('AFFF"). Since the 1960s, AFFF products have been used to fight liquid fuel fires in military, industrial and municipal settings. AFFF products contain PFOA and PFOS, as well as other shorter chain PFAS.

On December 7, 2018, the Judicial Panel on Multidistrict Litigation ("JPML") centralized, for coordinated pretrial proceedings, all actions alleging that AFFF products caused PFOA and/or PFOS contamination. The JPML centralized these actions in the United States District Court for the District of South Carolina before the Honorable Richard M. Gergel: *In Re: Aqueous Film-Forming Foams Products Liability Litigation,* MDL No. 2:18-mn-2873-RMG. On March 20, 2019, Judge Gergel appointed Michael A. London, of Douglas & London, as Plaintiffs' Co-Lead Counsel in MDL 2873. Additionally, Judge Gergel likewise appointed Kevin Madonna of Kennedy & Madonna, Bill Jackson of Kelley Drye, Richard Head of SL Environmental, and Wesley Bowden of Levin Papantonio to the Plaintiffs' Executive Committee ("PEC"). Finally, Rob Bilott of the Taft Law Firm was appointed by the Court as Advisory Counsel to the PEC. One of the PEC's first official acts was to establish sub-committees. Bill Jackson is co-chairing the State Claims Committee, John Gilmour of Kelley Drye is co-chairing the Property Damage Committee, Rob Bilott and Gary Douglas are co-chairing the Science Committee, Richard

Head is co-chairing the Public Water Supplier Committee, and Kevin Madonna and Rebecca Newman (of Douglas & London) are Co-Chairing the Law & Briefing Committee.

With these appointments, each member of the Counsel Team has significant and pivotal roles in prosecuting the pending AFFF actions, and thus overseeing the strategic course of this MDL. As a result of these roles in leadership and committee appointments, each firm will play an integral role in MDL 2873, and shape its ultimate course going forward. And, to this end, be able to provide invaluable resources and aid to the State in any of its AFFF cases.

d. A description of past or pending environmental litigation for which they represent a state or territory. Please include the amount of any monetary recovery in these cases.

As noted above, the Counsel Team jointly serves as Special Counsel (i) to the State of Ohio in a lawsuit against DuPont and its spin-off Chemours Co. regarding the company's decades-long discharge of PFOA from its Washington Works plant in Parkersburg, West Virginia; and (ii) to the State of New Hampshire in two lawsuits seeking damages for PFAS contamination.

In addition to these ongoing representations, Kelley Drye has long represented States and trustees, and has developed a deep understanding of the complex environment in which public sector clients operate, the details of their decision-making processes, and the myriad legal and social factors that influence their litigation strategies. Representing public entities demands an understanding of the political and public relations issues public entities regularly face. We zealously guard our clients' broader public interests in high-profile litigation, in appearances before other public bodies, and in doing business with the public. While our attorneys are aggressive litigators and shrewd negotiators, we are ever mindful of our clients' public status and goals, which are often distinct from those of private entities.

The scope and breadth of our experience in representing states, public entities, and natural resource trustees in precedent-setting environmental and NRD matters set us apart from all other firms and includes:

- Currently representing the Territory of Guam (2016 – present) in seeking remediation costs and allocation of future responsibilities from the United States (specifically, the U.S. Navy, Army and Air Force) associated with military contamination of the groundwater and surface waters of Guam related to the Ordot Dump.

- As noted above, currently representing the State of New Jersey in multiple litigations against 3M, DuPont, Chemours and others for statewide PFAS contamination and multiple contaminated sites.

- Representing the State of New Jersey (2005 – 2015) in the Passaic River litigation, recovering over $355 million in damages, including $67.5 million in natural resource restoration projects, and up to $400 million more in remediation costs. The Passaic River recovery is the largest settlement of its kind in the history of New Jersey.

- Currently representing the Commonwealth of Puerto Rico (2010 – present) in seeking remediation costs, damages, and natural resource damages arising from island-wide MTBE groundwater contamination in both Multi-District Litigation in the Southern District of New York and trial sites in the District of Puerto Rico.

- Currently representing the San Diego Unified Port District (2015 – present) in public nuisance litigation filed in the Southern District of California against Monsanto that seeks costs, injunctive relief, nuisance

abatement, and damages for contamination of the waters in San Diego Bay, injuries to the natural resources of San Diego Bay, and economic damages arising from bay-wide PCB contamination.

- Representing the State of Louisiana and the Louisiana Oil Spill Coordinator's Office in the BP/Deepwater Horizon Oil Spill (2010 – 2014), including leading the Governor's efforts to identify and quantify billions of dollars in economic and natural resource damages to the State of Louisiana, all of which were ultimately recovered as part of a $20 billion global settlement, the largest environmental and natural resource damages recovery in history.

- Currently representing the State of New Mexico and New Mexico Environment Department (2015 – present) in seeking remediation, costs, and damages arising from the Gold King Mine blowout and decades of mining waste contamination of the Animas and San Juan Rivers.

- Representing the Port of Houston Authority (2001-2003), a Texas navigation district and assigned natural resource trustee, in litigation arising from the intentional discharge of DDT and other pesticides into the Houston Ship Channel and recovering $100 million in environmental remediation and costs, property damages, and economic protections.

- Currently representing the District of Columbia (2016 – present) related to the investigation, remediation, and restoration of the Anacostia River following decades of contamination from military installations and industrial users.

Through the years, we have also served as counsel for various other public entities, including the State of Mississippi, the City of Houston, the Port of Brownsville, and the Port of Orange, on various environmental counseling and other confidential matters.

We have recovered billions of dollars in property damages, natural resource damages, lost tax revenues, and remediation costs for our public clients, and we have created the Nation's preeminent environmental practice group for state entities and attorneys general. In doing so, we have been creative in our approach and tenacious in our efforts to get the best result for the public. In addition to traditional theories of liability in contamination cases, such as under CERCLA, RCRA, state law equivalents and common law claims like nuisance and trespass, Kelley Drye also has pursued novel theories of liability including products liability. For example, our lawyers have brought suit alleging, among other claims, defective products against the major manufacturers, refiners and providers of gasoline containing MTBE (*i.e.*, reformulated gasoline) on behalf of the Commonwealth of Puerto Rico for island-wide groundwater contamination. Additionally, Kelley Drye brought similar claims under a public nuisance theory on behalf of the Port of San Diego against Monsanto for bay-wide sediment contamination from PCBs. Our approach to recovering economic damages and tax losses for the State of New Jersey was novel and hugely successful, ultimately recovering in excess of $350 million in cash recoveries for New Jersey.

Similarly, Kelley Drye's environmental litigation group likely has evaluated, prosecuted and/or resolved more environmental cost-recovery matters than any other law firm in the country. For almost 15 years, our lawyers

have served as co-national counsel for Union Pacific Railroad on hundreds of cost-recovery matters. Currently, the Firm is prosecuting several such claims for Union Pacific, and is also bringing cost-recovery and contribution claims under CERCLA and state equivalents for clients such as Valero Energy, the State of New Mexico, and the Territory of Guam.

In short, we bring unique qualifications and experience to contamination of public waters and resources, and we would be honored to serve as your counsel.

e. The name and contact information of the entities for which such work was performed.

We have several State Attorneys General and other public servants who have offered to serve as references, should you like to speak with any of Kelley Drye's current or former clients. These include:

a.) Emily Simmons Tapocsi
Chief – Environmental Enforcement Section
Office of Ohio Attorney General Dave Yost
1 Government Center
640 Jackson Street, Suite 1340
Toledo, OH 43604
(419) 245-2550 Business
Office number: 614-466-2766
Emily.Tapocsi@OhioAttorneyGeneral.gov

b.) Gwen Farley
Deputy Attorney General
New Jersey Department of Law and Public Safety
Division of Law
25 Market Street
P.O. Box 093
Trenton, NJ 08625
(609) 376-2761
Gwen.Farley@law.njoag.gov

c.) Karl Racine
Attorney General
Office of the Attorney General – District of Columbia
441 4th Street, NW
Washington, DC 20001
(202) 727-3400 Business
karl.racine@dc.gov

d.) Wanda Vazquez Garced
Secretary of Justice

Commonwealth of Puerto Rico
P.O. Box 9020192
San Juan, Puerto Rico 00907
(787) 721-2940 Ext. 2647 Business
wburgos@justicia.pr.gov

e.) Annie Maxfield
Assistant General Counsel
New Mexico Environment Department
121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102
(505) 222-9592 Business
(505) 250-8520 Mobile
Annie.Maxfield@state.nm.us

f.) John Carter
Deputy General Counsel
San Diego Unified Port District
3165 Pacific Highway
San Diego, CA 92101
(619) 686-6506 Business
jcarter@portofsandiego.org

f. A description of past environmental litigation or projects involving multiple claimants or defendants, and or class action litigation.

We describe many environmental litigation cases above in Section (d) that included multiple claimants or defendants. A few notable cases include:

- The Counsel Team's representation of the State of New Hampshire against numerous AFFF manufacturers.
- Kelley Drye's representation of the State of New Jersey in multiple litigations against 3M, DuPont, Chemours and others for statewide PFAS contamination, including a lawsuit against AFFF manufacturers.
- Kelley Drye's representation of the State of New Jersey in the Passaic River Litigation involving hundreds of defendants and third-party defendants.
- Kelley Drye's representation of the Commonwealth of Puerto Rico against dozens of MTBE-related defendants.
- The Taft Law Firm's representation, as class counsel, of approximately 70,000 people in class action

litigation against DuPont involving PFOA drinking water exposures in West Virginia and Ohio.

- The Taft Law Firm's representation, as class counsel, of thousands of people in class action litigation against DuPont involving PFOA drinking water exposures in New Jersey.
- The majority of the Counsel Team's representation of more than 3,500 individuals who have personal injuries linked to PFOA exposure in *In re E. I. du Pont de Nemours & Co. C-8 Pers. Injury Litig.* (MDL 2433), No. 2:13-md-2433 (S.D. Ohio).

In addition, as set forth in Section I.a above, firms among the Counsel Team have defended companies across a range of industries in class action cases. For example, Kelley Drye's Consumer Class Action Defense Practice defends companies across a range of industries in state and federal consumer class actions involving advertising and labeling claims, deceptive trade practices, promotional "sale" pricing practices, telemarketing and the Telephone Consumer Protection Act, call monitoring practices, rebate policies and e-mail marketing campaigns. And the Taft Law Firm has defended numerous corporate entities operating in diverse industries from class action claims asserted under a wide variety of statutes and theories in state and federal courts across the United States. Douglas & London maintains a class action practice primarily in consumer fraud actions.

g. Vendor's staffing plan for the proposal. Staffing plan shall include job descriptions and staff qualifications for each key position included in the proposal.

The biographies for each team member are included below in Section IV. This team has specific qualifications and strengths that are unmatched for the PFAS matters. First and foremost, **Rob Bilott** and **David Butler** of the Taft Law Firm – together with **Mike London, Gary Douglas,** and **Rebecca Newman** of Douglas & London, P.C., **Mike Papantonio, Ned McWilliams** and **Wes Bowden** of Levin Papantonio, and **Kevin Madonna** of Kennedy & Madonna – are the only lawyers in the country to have litigated and tried to successful verdict, including punitive damages verdicts, multiple PFAS claims against a PFAS manufacturer. Members of this team already have discovered, evaluated, and utilized over six million pages of 3M and DuPont documents, taken scores of depositions of DuPont and 3M personnel, assembled a remarkable expert team, and tried multiple claims against DuPont and 3M for PFAS contamination. These team members, together with **Richard Head** of SL Environmental Law group, PC, bring unmatched experience and results with PFAS contaminants and their primary creators, DuPont and 3M.

Similarly, **Bill Jackson, John Gilmour, David Zalman, Melissa Byroade, David Reap** and the Kelley Drye team are currently serving as Special Counsel for the State of New Jersey for statewide PFAS contamination and multiple site-specific claims against DuPont, Chemours and 3M, and, along with the rest of the Counsel Team, are serving as Special Counsel to the State of Ohio in litigation against DuPont and Chemours based on DuPont's infamous Washington Works facility in Parkersburg, West Virginia, and are now serving as Special Counsel for the State of New Hampshire on PFAS-related claims, as well. In those cases, the States of New Jersey, New Hampshire, and Ohio are alleging common law claims in their *parens patriae* capacity and public trustee for the States' natural resources for massive PFOA contamination sprawling across these States. Kelley Drye's experience, approach and strategy in those statewide PFAS cases stands alone.

Our individual lawyers and proposed team leaders bring unique talents and qualifications that we will utilize for the Attorney General on PFAS matters. We will work as an integrated team on each of these matters, but we envision sharing primary responsibilities as set forth below.

- Case Management and Global Strategy. Our team leaders – **Rob Bilott**, **Mike London**, and **Bill Jackson** – will collaboratively and collectively work to set the global strategy for all PFAS matters.

- Trial Teams. We anticipate lead trial counsel will be **Mike Papantonio and Gary Douglas**.

- MDL Coordination. Because they already hold leadership roles in the AFFF MDL, we propose that **Mike London, Rob Bilott, Kevin Madonna, Richard Head, Ned McWilliams, John Gilmour** and **Bill Jackson** assume primary responsibility for pursuing and coordinating Guam's claims in the AFFF MDL.

- DuPont & 3M Liability. The liability team against DuPont and 3M will be led by the lawyers who have built this record, discovered the toxicity and impacts of PFAS, and successfully tried these cases for almost twenty years: **Rob Bilott, David Butler, Mike London, Gary Douglas, Rebecca Newman, Mike Papantonio, Ned McWilliams, Wes Bowden, Kevin Madonna** and **Richard Head.** The liability team will discover and make the case that PFAS products are defective, and demonstrate DuPont's and 3M's state of knowledge regarding the risks and impacts of PFAS.

- Natural Resource Damages. We anticipate that **Bill Jackson** and **John Gilmour** and the Kelley Drye team will lead the efforts and expert team to establish natural resource damages, remediation and/or restoration costs, and related matters at all sites across the State. This will ensure a coordinated expert team and corresponding damages model and approach across all sites. In other PFAS matters, we have already assembled the leading experts in their respective fields with specific areas of expertise as set out herein.

- Toxicology and Human Health Risks. Coordinating with the NRD expert team, **Gary Douglas, Ned McWilliams, Rob Bilott** and **Rebecca Newman** will take the lead on the risk assessment, toxicology and other matters to demonstrate that PFAS present a risk to human health and the environment. Given the evolving understanding of the risks and impacts of PFOA, PFOS, and other PFAS, it is imperative that we be prepared to make the case for injury and harm.

- Economic & Punitive Damages. **Bill Jackson, John Gilmour** and **David Zalman** will lead the economic damages team, including past and future remediation costs, economic damages, lost revenues, disgorgement and punitive damages.

- Discovery & ESI. **David Butler, Rebecca Newman, Wes Bowden** and **Melissa Byroade** will oversee ESI and site-specific discovery efforts. Our team have tremendous experience handling ESI and related matters.

- Brief Writing and Appellate Needs. **Kevin Madonna,** as well as attorneys from the Taft Law Firm and Douglas & London will lead our research and brief writing team. We pride ourselves on both our written and oral advocacy, and we bring an incredibly deep bench and group of talented attorneys to the briefing and written advocacy needs.

These assignments are not intended to compartmentalize or restrict these team members from fully collaborating across responsibilities or cases. To the contrary, this is simply an effort to assign primary tasks and responsibilities so as to take advantage of each team member's experience, strengths, and backgrounds. We individually and collectively intend to partner across areas, cases, and responsibilities to maximize our capacity and, importantly, to maximize Guam's recoveries.

We are attaching the CVs for these team members, as well as additional counsel who are available to assist as needed or required, in Section IV below.

h. A statement indicating that vendor has conducted a review to determine if company or staff affiliations might result in a conflict of interest, and if there is a potential conflict, an explanation of how that may be resolved.

A full conflict search has been performed and we are not aware of any company or staff affiliations that might result in a conflict of interest.

II. Fee Proposal

The Counsel Team would propose compensation to be paid on terms for both monetary and non-monetary relief, and would seek to negotiate an arrangement similar to that contained in Kelley Drye's existing contract with Guam.

III. Biographies of Counsel Team

a. Kelley Drye Biographies



WILLIAM J. JACKSON

PARTNER
HOUSTON, TX | (713) 355-5050
BJACKSON@KELLEYDRYE.COM

Bill Jackson is co-chair of the firm's national Environmental Law practice group, is a member of the firm's Executive Committee, and is managing partner of the firm's Houston office. Bill has one of the most sophisticated and successful environmental and natural resource damages litigation practices in the country. For more than two decades, Bill has represented states, port authorities, railroads and energy-sector clients in noteworthy contamination cases that are often valued into the hundreds of millions (and even billions) of dollars at stake. Bill is known and valued as a fierce advocate for his clients and for achieving remarkable results in complex litigation that can involve literally hundreds of parties. His ability to navigate beyond obstacles that seem insurmountable is the reason his client's turn to him again and again.

Notably, Bill was lead counsel for the state of New Jersey in the Passaic River litigation, recovering over $355 million in damages (including $67.5 million in restoration projects) and up to $400 million more in remediation costs, which is the largest settlement of its kind in the state's history. Bill also represented the state of Louisiana and the Louisiana Oil Spill Coordinator's Office in the BP/Deepwater Horizon Oil Spill, including leading Jindal Administration efforts to identify and quantify billions of dollars in economic and natural resource damages to the state of Louisiana, all of which were ultimately recovered as part of a $20 billion global settlement, the largest environmental and natural resource damages recovery in history.

Bill's multi-dimensional understanding of environmental issues, proven and effectual advocacy skills, and complete understanding of the practical and policy impacts environmental regulation has on industrial, commercial and governmental enterprises, enable him to create an approach to environmental litigation that ends in the right result. Bill's focus is to win

Education

University of Houston Law Center
J.D., 1992
Houston Law Review, associate editor
American Jurisprudence Award

University of Texas–Austin
B.A., Government, 1989

Bar Admissions

Texas

Courts

U.S. Supreme Court

U.S. Court of Appeals–Fifth Circuit

U.S. District Court–Southern, Northern, Eastern and Western Districts of Texas

U.S. District Court–Eastern and Western Districts of Arkansas

U.S. District Court–District of New Mexico

either in or out of court in the most cost-effective way possible for his clients. He knows first-hand that environmental litigation can have huge implications to governmental actors, trustee agencies, industry and the impacted communities, and he has unique abilities to bring all parties together and to achieve lasting solutions.

With a demonstrated capacity to successfully prosecute complex environmental litigation, often in tandem with the requisite state and federal administrative processes, Bill has proven time and again that he is able to balance the public and policy needs of his clients. Bill also has extensive skill in representing parties to significant commercial litigation disputes, including suits involving partnership and corporate formation issues, alter ego and de facto merger issues, civil-RICO, breach of fiduciary duty, fraud and negligent misrepresentation, tortious interference and breach of contract and indemnity matters. Clients appreciate Bill's fundamental ability to quickly analyze their case, no matter how daunting or problematic, and advise them regarding the most practical and effective course of action.

Experience

Representing the State of Ohio and Ohio Attorney General Dave Yost in a lawsuit against DuPont and its spin-off Chemours Co. over the company's decades-long discharge of a perfluorinated chemical (PFOA) from its Washington Works Plant in Parkersburg, West Virginia into Ohio. The Attorney General's complaint, filed in February 2018, alleges that DuPont had released PFOA from its plant into the air, soils and waters surrounding the plant contaminating the air, waters, and lands in Ohio for decades, despite knowing the danger that PFOA posed to the environment and the public. Ohio seeks to recover all past and future costs to investigate, remediate, and restore lands and waters of the state contaminated by PFOA, as well as damages and equitable relief.

Serving as Special Counsel to the Attorney General of Guam in bringing an action against the United States to recover a portion of the costs of removal and remedial action incurred by Guam arising in connection with military contamination and operations on the island for decades.

Serving as lead counsel for the state of New Jersey in the Passaic River litigation, recovering over $355 million in damages, including $67.5 million in restoration projects, and up to $400 million more in remediation costs for the state. The Passaic River recovery is the largest settlement of its kind in the history of New Jersey.

Representing the state of Louisiana and the Louisiana Oil Spill Coordinator's Office in the BP/Deepwater Horizon Oil Spill, including leading Jindal Administration efforts to identify and quantify billions of dollars in economic and natural resource damages to the state of Louisiana, all of which were ultimately recovered as part of a $20 billion global settlement, the largest environmental and natural resource damages recovery in history.

Currently serving as special counsel to the state of New Mexico and New Mexico Environment Department in seeking remediation, costs and damages arising from the Gold King Mine blowout and decades of mining waste contamination of the Animas and San Juan Rivers, including an original action in the United States Supreme Court.

Currently representing the commonwealth of Puerto Rico in seeking remediation costs and natural resource damages arising from island-wide groundwater contamination in both multi-district litigation and trial sites in the District of Puerto Rico.

Serving as special counsel to the Attorney General of the District of Columbia related to the federal investigation, remediation and restoration of the Anacostia River following decades of contamination from upstream military installations and industrial users.

Recovering $100 million in environmental remediation and costs, property damages and economic protections for the Port of Houston Authority, a Texas navigation district and assigned natural resource trustee, arising from the intentional discharge of DDT and other pesticides into the Houston Ship Channel.

Currently representing the San Diego Unified Port District in litigation filed in the Southern District of California that seeks costs, injunctive relief and damages for navigational impacts and injuries to the natural resources of the San Diego Bay arising from bay-wide PCB contamination.

Representing private sector clients in significant natural resource damages and remediation matters across the country, including the Portland Harbor Superfund Site in Oregon, the Clark Fork River Basin Superfund Site in Montana, and the Malone Superfund Site on Galveston Bay.

Serving as co-national counsel for a major railroad in its system-wide effort to assess, remediate and recover environmental remediation costs and property damages at various sites across the country.

Representing various port authorities in pursuing claims against petrochemical and pesticides plants for releasing hazardous materials onto the ports' properties, submerged lands and waterways, impacts to navigation and commerce, remediation and disposal costs, and resulting public economic impacts.

Representing numerous clients in litigation concerning contractual allocation, indemnity and assumption agreements.

Representing various petrochemical and pipeline companies in litigation related to reserves, royalty disputes, pipeline failures, contract and indemnity matters and take-or-pay disputes.

Representing various public and private condemning authorities in condemnation matters.

Representing foreign banks and corporations as both plaintiffs and defendants in civil-RICO and related federal bank fraud litigation.



JOHN D.S. GILMOUR

PARTNER
HOUSTON, TX | (713) 355-5005
JGILMOUR@KELLEYDRYE.COM

John Gilmour co-chairs the Environmental Litigation section. His practice encompasses significant commercial, tort and environmental matters from coast to coast, including some of the largest contaminated sites in the country.

John represents public and private sector clients in environmental litigation and natural resource damages matters in both state and federal courts across the country. John's environmental focus predominantly has been contaminated groundwater, surface waterways and mining sites, including river systems degraded from years of industrialization/urbanization; chemical and weapons manufacturing processes; and mining operations. He also handles complex commercial, tort and select IP matters for clients. In every case, John works with the client throughout the representation to determine specific goals, whether it is early settlement, alternative dispute resolution, trial through verdict or other avenues to resolution.

A former multiyear Texas *Super Lawyers* "Rising Star," John personally enjoys learning as much as possible about each of his client's businesses and strategic goals in order to better meet their needs and serve their interests. Clients value John's creative analysis and dispute resolution strategies that consistently result in successful settlements and verdicts. A trusted advisor, John is appreciated for demystifying the litigation process and aggressively defending his client's rights at every turn, including at trial. He regularly resolves multimillion-dollar disputes by focusing not only on what his client hopes to achieve, but also on what makes sense for them financially.

John began his litigation career clerking for one of the most well-known federal judges in Texas, Judge David Hittner, in the U.S. District Court for the Southern District of Texas. He continues to put his trial skills to good use for his clients two decades later.

Education

Tulane University Law School
J.D., 1999
Order of the Barristers
Phelps Dunbar Senior Trial Competition Champion

McGill University
B.A., 1993

Bar Admissions

Texas

Courts

U.S. Supreme Court

U.S. Court of Appeals–Fifth Circuit

U.S. District Court–Northern, Southern and Western Districts of Texas

U.S. District Court–District of New Mexico

Experience

Representing the State of New Jersey in multiple litigations involving PFAS compounds statewide and at specific sites within the state.

Representing the Territory of Guam related to cost-recovery against the United States for decades of environmental contamination.

Representing the State of Ohio regarding PFOA contamination from DuPont's infamous Washington Works Facility in West Virginia.

Representing the District of Columbia regarding the cleanup of, and natural resource damages related to, the Anacostia River in the Nation's Capital.

Representing a Class I railroad in defending against potential cost recovery, contribution and natural resource damages claims arising from three contiguous Superfund sites spanning nearly 300 square miles.

Representing the state of New Jersey as special counsel in pursuing costs and other damages associated with the remediation and restoration of the Passaic River.

Representing the state of New Mexico as special counsel in pursuing costs and other damages associated with the Gold King Mine blowout near Silverton, CO, into the Animas and San Juan Rivers.

Representing the Commonwealth of Puerto Rico related to island-wide groundwater contamination.

Representing a national transportation company concerning the recovery of costs associated with the remediation of the client's properties against former lessees that released hazardous materials.

Representing an international energy company in a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) contribution action against various potentially responsible parties arising out of a contaminated dump site and salvage yard.

Representing the city of Houston in defending against a citizen suit action under the Clean Water Act arising out of construction projects at Bush Intercontinental Airport.

Representing an international energy company in defense of Superfund litigation and other matters involving claims brought under CERCLA, Resource Conservation and Recovery Act (RCRA) and various common law theories of recovery.

Representing an oil and gas owner and operator in the defense of a groundwater contamination suit.

Representing the largest private port in Texas in litigation bringing claims against a major oil company for fraud and breach of various easements, leases and contracts.

Representing an international telecommunications company in the prosecution of a contract and fraud dispute arising out of the installation of a voice and data system at federal facilities.

Representing 62 members of the U.S. House of Representatives as amicus on a class action against the Federal Emergency Management Agency related to Hurricane Katrina.

Representing a Class I railroad in the recovery of costs and damages arising from derailments.

Representing an oil and gas royalty interest owner in a breach of contract and breach of fiduciary duty dispute.

Representing a chemical manufacturer in the defense of multiple personal injury claims related to an airborne release.

Representing a chemical manufacturer in the defense of personal injury claims arising from an incident on site.

Representing a pipe manufacturer in the defense of multiple toxic tort suits in Texas.

Representing a respirator manufacturer in the defense of multiple toxic tort suits in Texas.

Served as local counsel in various matters, including intellectual property, environmental and commercial litigation, in federal district court in the Southern District of Texas and the Western District of Texas.



DAVID I. ZALMAN

PARTNER
NEW YORK, NY | (212) 808-7985
DZALMAN@KELLEYDRYE.COM

David Zalman's practice involves commercial and complex civil litigation, including class action defense, contract disputes, unfair competition, false advertising, real estate disputes, corporate fraud, bankruptcy litigation and employment-related matters. He represents businesses of all sizes across a broad spectrum of industries. David regularly tries cases and is always prepared to take a case to trial or arbitration – his proven track record of successful results speaks for itself. He is valued by clients and colleagues alike for his strategic approach to litigation and dispute resolution.

David carefully analyzes each case on its merits and the probability of a successful outcome, as well as the impact that a dispute may have on his client's brand and reputation in the marketplace. He is an advocate who is able to engage in difficult conversations with even the most hostile of adversaries. David is sensitive to the risks inherent in litigation, the expenses associated with fighting a claim, and the disruption to his client's business that can occur throughout the process. As a result, David strives to minimize the strain of litigation to his client's operations and devise solutions that best suit his client's overall business objectives.

David is a skilled litigator who adapts his knowledge of the law to his client's particular business interests. A consummate team player, David is an effective collaborator whose relationships are grounded in the strength of his experience and his unwavering commitment to managing risk for his clients.

Education

Brooklyn Law School
J.D., 2000

University of Colorado
B.A., 1993

Bar Admissions

New York, 2001

Courts

U.S. Court of Appeals–Second and Third Circuits

U.S. District Court–Southern and Eastern Districts of New York

U.S. District Court–Northern District of Illinois

Representative Experience

Environmental Litigation

Representing the State of Ohio in a lawsuit against DuPont and its spin-off Chemours Co. over the company's decades-long discharge of a perfluorinated chemical (PFOA) from its Washington Works plant in Parkersburg, West Virginia.

Representing the State of New Jersey in litigation against 3M, DuPont,

Chemours & others for statewide PFAS contamination of drinking water and cleanup of several sites.

Trials and Arbitrations

Successfully defended a leading health information technology company in a five-day arbitration involving claims arising from the implementation of a suite of clinical and revenue software solutions.

Successfully defended as co-trial counsel a leading financial institution in an eight-day bench trial in the Southern District of New York. In a complete defense verdict, the judge dismissed a breach of contract and fraud suit brought against the client over its alleged failure to disclose potential tax liabilities when the plaintiff purchased one of the client's lines of business.

Successfully represented as co-trial counsel a major international construction company in a five-day bench trial in the District of New Jersey arising out of the client's purchase of a New Jersey construction company. The court found that the sellers breached representations and warranties in the Share Purchase Agreement, and awarded the client millions of dollars in damages plus attorneys' fees.

Co-trial counsel for a major chemical company in a fraud, unfair competition and breach of contract case arising out of the sale of a company. Successfully obtained a multimillion-dollar jury verdict and successfully prosecuted a contempt application against the defendant.

Served as lead trial counsel and successfully defended a mental health facility in a lawsuit that alleged race discrimination, wrongful termination, racial harassment and retaliation. After a one-week jury trial in New York State Court, the claims were dismissed.

Lead counsel in 10-day bench trial in the New York Surrogate Court involving a probate dispute.

Commercial Litigation

Represented Polo Ralph Lauren Corp. in several litigations with the U.S. Polo Association and its master trademark licensee in the U.S., JRA Trademark Company Ltd., alleging violation of intellectual property rights and contempt of prior judgment arising from use of a polo player logo in connection with various goods and services. Obtained favorable settlement for client.

Represented major insurance companies in connection with disputes relating to surety bonds. Obtained favorable settlements after discovery.

Successfully represented a major banking institution in lender liability and fraud actions in state and federal courts.

Consumer Class Actions

Defending numerous clients in putative class actions alleging false advertising and claims under the TCPA. Among other matters, David was a member of the Kelley Drye team that won summary judgment in a multi-district TCPA class action in federal court, which addressed the substantive law regarding TCPA third-party liability claims.

Representing an infant nutrition company in a lawsuit filed by the FTC alleging that infant formula advertising claims violated Section 5 of the Federal Trade Commission Act, as well as several "piggy back" class actions alleging breach of warranty, intentional and negligent misrepresentation, unjust enrichment, and violation of various state consumer fraud and false advertising statutes.

Represented a major satellite communications provider in a case brought in the United States District Court for the Central District of Illinois on behalf of the Federal Trade Commission and several state attorneys general alleging violations of the Telemarketing Sales Rule, the TCPA and various state claims.

Defended a major electronics retailer in putative class action involving false advertising claims. Plaintiff alleged violations of statutes enacted by all 50 states, plus the District of Columbia and Puerto Rico, for breach of express and implied warranty and violation of various consumer protection laws.

Environmental Litigation

Representing the State of Ohio in a lawsuit against DuPont and its spin-off Chemours Co. over the company's decades-long discharge of a perfluorinated chemical (PFOA) from its Washington Works plant in Parkersburg, West Virginia.

Trade Secrets

Lead counsel for a financial services company, its president and one of its employees accused of misappropriating a competitor's trade secrets and interfering with a competitor's contractual, existing and prospective relationships. Successfully obtained a prediscovery dismissal of trade secret claims. Following extensive discovery, the court granted summary judgment in our clients' favor and dismissed the action in its entirety.

Successfully represented a major athletic shoe retailer in a theft of trade secrets action. Obtained summary judgment for the client.

Successfully represented former employees of a computer networking company in a nonsolicitation, trade secrets and breach of fiduciary duty lawsuit. Obtained a dismissal of the complaint with prejudice and with no payments to plaintiff.

Labor and Employment

Successfully represented a hospital in a race discrimination case, and obtained summary judgment dismissal.

Represented a major health care products company in an age discrimination lawsuit in federal court. The court granted the company's motion for summary judgment and dismissed the plaintiff's breach of contract claim.

Represented a manufacturer in an age discrimination case in federal court. The case was dismissed on summary judgment.

Represented a hospital in a wage and hour class action.

False Advertising

Represented a major technology company in a lawsuit brought by a state attorney general alleging fraudulent and deceptive trade practices with respect to advertising, warranties, rebates, technical support and customer service. The case settled favorably.

Bankruptcy Litigation

Represented Wilmington Savings Fund Society as indenture trustee in multibillion-dollar litigation related to Caesars Entertainment's chapter 11 bankruptcy case.

Represented a major oil company in bankruptcy court in a dispute impacting the manner in which crude oil is traded in the United States. The bankruptcy court granted summary judgment in the client's favor.

Represented a major reprographics company in an appeal of a multimillion-dollar bankruptcy court judgment. The case settled.

Real Estate and Foreclosure

Represented a real estate investment firm in a dispute related to a proposed work-out of a $125 mortgage loan. The court denied the plaintiff's application to enjoin the work-out and dismissed all tort claims against the client.

Represented various lenders in mortgage foreclosure actions, including, among other representations, the completion of a $12.5 mortgage foreclosure sale of a 35-unit mixed-use building.

Represented a real estate developer in a dispute concerning the sale of real property, and successfully obtained an award of specific performance against the seller and a second purchaser of the same property.



MELISSA E. BYROADE

SPECIAL COUNSEL
WASHINGTON, D.C. | (202) 342-8823
NEW YORK, NY | (212) 808-7772
MBYROADE@KELLEYDRYE.COM

Education

Georgetown University Law Center
J.D., 2006

University of Virginia
B.A., 1999

Bar Admissions

New York, 2007

Courts

U.S. Court of Appeals–Second, Third and D.C. Circuits

U.S. District Court–Southern and Eastern Districts of New York

U.S. District Court–Western District of Wisconsin

U.S. District Court–Northern District of Illinois

Melissa Byroade represents sophisticated domestic and international clients in high-stakes disputes. She focuses her practice on international arbitration and complex business litigation. Melissa's broad experience helping companies navigate the challenges and opportunities of a global marketplace includes matters involving difficult contract disputes, environmental law, consumer fraud claims, bilateral investment treaty protections, the Foreign Sovereign Immunities Act, and the enforcement of arbitration awards and foreign judgments in the United States.

Melissa is involved in resolving claims that have ranged into the hundreds of millions of dollars. Melissa is dedicated to providing creative, cost-effective solutions to her client's legal and business issues.

Melissa is appreciated by clients and colleagues alike for her consistently good judgment, tenacity, strong writing abilities and efficiency. She frequently works on cross-border disputes in a variety of venues, and helps foreign clients to navigate the pitfalls of U.S. litigation.

Experience

Environmental Litigation

Representing the State of Ohio in a lawsuit against DuPont and its spin-off Chemours Co. over the company's decades-long discharge of a perfluorinated chemical (PFOA) from its Washington Works plant in Parkersburg, West Virginia.

Representing the State of New Jersey in litigation against 3M, DuPont, Chemours & others for statewide PFAS contamination of drinking water and cleanup of several sites.

International Arbitration

Representing HOCHTIEF AG, a major international construction company, in an arbitration brought against the Republic of Argentina, before the International Centre for Settlement of Investment Disputes.

HOCHTIEF's claims in the arbitration are made pursuant to the bilateral investment treaty between Germany and Argentina. Handled all aspects of the case in relation to the parties' experts on international law, including preparing witness statements and taking hearing testimony.

Representing Continental Transfert Technique Limited in an action against Nigeria involving the enforcement of an arbitration award and a foreign judgment confirming the award. The court ruled that both the award and the judgment are enforceable, and issued a judgment for approximately $430 million in favor of the client. In continuing proceedings, obtained an unprecedented award of sanctions against Nigeria for failing to comply with post-judgment discovery regarding its assets in the United States.

Representing an international entertainment technology company in a multimillion-dollar arbitration of a dispute with a Panamanian company concerning the purchase and development of movie theaters in Central America, South America and the Caribbean. Handled all aspects in connection with testimony of legal experts, including preparing witness statements and hearing testimony. The arbitration is being administered by the International Centre for Dispute Resolution.

Representing a European client with an investment treaty claim against a Middle Eastern country.

Commercial Litigation

Defended a leading Indian consulting firm in a federal court litigation alleging trade secret misappropriation.

Defended a putative class action against a major manufacturer of football helmets alleging state consumer protection and false advertising claims relating to the performance of the client's helmets. Obtained favorable settlement following extensive briefing on class certification.

Represented BP Oil Supply Company in various lawsuits initiated, following the bankruptcy of SemGroup, L.P. The dispute involves defending BP against claims brought by crude oil and gas producers that sold production to the debtors prior to the bankruptcy, and that sought payment from BP and other companies engaged in financially and physically settled crude oil transactions with the debtors. The Bankruptcy Court recommended that BP's motion for summary judgment be granted in full, and the District Court adopted the Bankruptcy Court's findings.

Represented the largest privately held spirits company in the world as a defendant in a complex commercial/IP dispute involving a multiyear, multimillion-dollar exclusive marketing agreement with a major sports franchise. After extensive discovery and prevailing on numerous discovery motions, successfully negotiated a settlement.

Represented U.S., Belgian and French manufacturers against claims brought by the Government of Iraq arising out of the "oil for food" program administered by the United Nations. Obtained complete dismissal of the claims against the manufacturers.

Represented BP Products North America, Inc., in a putative federal court class action and 18 state court cases, brought by over 600 residents of Greenpoint, Brooklyn, alleging in excess of $1 billion in property damages and

personal injuries due to a large oil spill.

Represented Raymond James Financial and certain of its officers and directors in class action securities fraud claims seeking over $2 billion. Obtained complete dismissal of action before class certification and prior to discovery.

Defended JPMorgan Chase & Co. in a multibillion-dollar, multidistrict litigation brought by note holders of a bankrupt healthcare company that alleged the bank breached its duties as indenture trustee. Obtained favorable settlements prior to trial.

Honors and Awards

Selected to New York Metro *Super Lawyers* "Rising Stars," 2014-2017.

Pro Bono

Melissa has worked on several *pro bono* immigration matters, and has helped several clients obtain asylum. She received the Commitment to Justice Award from inMotion in 2010.

Kelley Drye



DAVID M. REAP

ASSOCIATE
NEW YORK, NY | (212) 808-7636
DREAP@KELLEYDRYE.COM

David Reap is a litigation associate who focuses on commercial litigation, consumer class action defense, and law enforcement investigations involving consumer protection.

David was previously a deputy attorney general with the New Jersey Attorney General's Office, Consumer Fraud Prosecution section. He prosecuted several high-profile civil enforcement actions on behalf of the New Jersey Division of Consumer Affairs and other New Jersey State agencies against a wide range of companies for violations of the New Jersey Consumer Fraud Act (CFA) and related statutes and regulations.

Previously, David was a law clerk for the Honorable Harriet F. Klein in the Chancery Division of New Jersey Superior Court.

Education

Benjamin N. Cardozo School of Law,
J.D., 2012
The Cardozo Jurist, editor-in-chief
Cardozo Journal of Conflict Resolution, staff writer

University of Michigan, Gerald R. Ford School of Public Policy
B.A., Public Policy, 2009

Bar Admissions

New York

New Jersey

Courts

U.S. District Court–Southern and Eastern Districts of New York

U.S. District Court–District of New Jersey

Representative Experience

Environmental Litigation

Representing the State of New Jersey in litigation against 3M, DuPont, Chemours & others for statewide PFAS contamination of drinking water and cleanup of several sites.

Representing the State of Ohio in a lawsuit against DuPont and its spin-off Chemours Co. over the company's decades-long discharge of a perfluorinated chemical (PFOA) from its Washington Works plant in Parkersburg, West Virginia.

Consumer Fraud Prosecution

Lead counsel for investigation into national residential service contract company regarding its deceptive tactics to deny consumers' claims for repair or replacement of home appliances, and resulting civil enforcement action. Negotiated settlement including civil penalties and consumer restitution, as well as various forms of injunctive relief, including imposition of compliance monitor to oversee the company's business practices.

Lead counsel for investigation into eldercare financial services company that charged senior citizen veterans fees for preparation and filing of applications for benefits with the U.S. Department of Veterans Affairs, and failed to submit the applications on their behalf. Negotiated settlement including consumer restitution, and permanent injunction barring the company from advertising or offering such services.

Lead counsel for civil enforcement action against New Jersey chain of pet stores that sold sick puppies to consumers and refused to reimburse them for expensive veterinarian bills. Coordinated efforts with local, New Jersey State and federal agencies in preventing stores from selling certain puppies while the action was pending. Negotiated settlement including consumer restitution for veterinarian bills, and permanent injunction barring the company and its principal from selling puppies in New Jersey.

Lead counsel for investigation of first impression into national fertility consulting company that included a clause in its contracts with consumers that prevented them from posting reviews about its services on the internet. Negotiated settlement including civil penalties and requirement that the company remove the clause from its contracts.



FABIO DWORSCHAK

ASSOCIATE
HOUSTON, TX | (713) 355-5032
FDWORSCHAK@KELLEYDRYE.COM

Fabio Dworschak is an environmental litigation associate in the firm's Houston office. Fabio represents clients in environmental, commercial, and general civil litigation matters.

Prior to joining Kelley Drye, Fabio served as a clerk in the Southern District of Texas for the Honorable Rolando Olvera and as an Army medic. During his military service, Fabio served as an infantry platoon medic during a fifteen-month deployment to Iraq and as a police detachment medic during a twelve-month deployment to Afghanistan. Fabio earned the Combat Medic Badge in Iraq.

Education

University of Houston Law Center
LL.M., 2016
International Law

Seattle University School of Law
J.D., cum laude, 2015
Dean's List
American Indian Law Journal, staff editor

University of Houston
B.A., magna cum laude, 2012
Dean's List
Political Science

Bar Admissions

Texas

Courts

U.S. District Court–Southern District of Texas

Languages

Portuguese

Memberships and Associations

Houston Bar Association

Houston Young Lawyers Association

Community Activities

Houston Veterans Legal Initiative



LANA ROWENKO

SENIOR ASSOCIATE
HOUSTON, TX | (713) 355-5013
LROWENKO@KELLEYDRYE.COM

Lana Rowenko is an environmental litigation senior associate in the firm's Houston office. Her practice focuses on environmental and commercial litigation. Lana has experience in civil commercial litigation in both state and federal courts, including litigation involving complex contract disputes, breach of fiduciary duty, shareholder disputes, corporate dissolution, and wrongful termination. Her practice has involved multiple industries, including oil and gas, pharmaceutical, insurance, and real estate development.

Prior to joining Kelley Drye, Lana practiced in the area of securities litigation, enforcement, and investigations. In that practice, Lana represented corporations and their officers and directors in a range of industries in securities class action and derivative litigation, as well as in SEC investigations and enforcement matters.

Education

University of Virginia School of Law
J.D., 2012
Virginia Journal of International Law, articles editor
Dillard Fellow for the Legal Research and Writing Program

American University
B.A., magna cum laude, 2007
International Studies

Bar Admissions

Texas

New York

Courts

U.S. District Court–Southern District of Texas

Memberships and Associations

Houston Bar Association

Houston Young Lawyers Association

b. Taft Biographies



ROBERT A. BILOTT

PARTNER
CINCINNATI, OH | (513) 357-9638
BILOTT@TAFTLAW.COM

A seasoned litigator, Rob represents a diverse range of clients on a wide variety of matters involving federal, state and local environmental laws. For more than 28 years, he has handled environmental issues of regulatory compliance, permitting and corporate/real estate transactions, as well as all aspects of litigation arising from such issues, from administrative hearings to multi-party, complex multi-district litigation, mass torts and class actions.

Rob is a cornerstone of Taft's Environmental, Litigation and Product Liability and Personal Injury teams. With an aptitude for handling complex and nuanced matters, Rob's work has kept him at the forefront of environmental and regulatory litigation, mass tort, and compliance issues. He has handled matters involving highly complex and emerging scientific issues with some of the nation's leading medical, technical, scientific and regulatory experts and advisors. Such matters have included hazardous, solid, medical and infectious wastes, emerging and unregulated chemicals, per- and polyfluoroalkyl substances (PFAS), such as PFOA and PFOS, air and water pollution and permitting, medical monitoring, brownfield redevelopment, landfill regulation and permitting, wastewater treatment, and chemical risk assessment, regulation and testing.

During his time at Taft, Rob has sought out and defended against class certification, has presented and defended against challenges to expert testimony under Daubed and, in perhaps his most widely known case, has served as co-lead counsel of the Plaintiffs' Steering Committee in multi-district litigation involving thousands of individuals with serious disease claims attributable to their exposure to PFOA (C8) released into their drinking water by DuPont.

Rob has proudly represented Taft and his community as a board member of Less Cancer, as a member of the Cincinnati Academy of Leadership for Lawyers (CALL) Class V and as a former chair of the Cincinnati Bar Association's Environmental Law Committee. He received his undergraduate degree from New College and earned his J.D., cum laude, from the Ohio State University College of Law, where he served as managing editor of the *Law Journal.*

Rob is a Fellow in the Right Livelihood College and an Honorary Professor at the National University of Cordoba in Argentina. The following eight institutions represent the Right Livelihood College worldwide:

- Lund University (Sweden).
- Addis Ababa University (Ethiopia).
- University of Port Harcourt (Nigeria).
- Universidad Austral de Chile (Chile).

- University of California Santa Cruz (USA).
- University of Bonn (Germany).
- Tata Institute of Social Sciences (India).
- National University of Cordoba (Argentina).

Awards

- MVP for Class Action Honoree, Law360 (2017)
- Class Action Honoree, Kentucky Super Lawyers (2017 - present)
- Honoree, Best Lawyers in America , Environmental Law, Litigation - Environmental (2010 - present)
- Leading Lawyer Honoree, Cincy Magazine, Environmental Law (2008 - present)
- Top Local Plaintiff Litigation Star Honoree, Benchmark Plaintiff (2011 – present)
- Top 100 Trial Lawyers in Ohio Honoree, National Trial Lawyers Association (2008 - present)
- Laureate, Right Livelihood Award (2017)
- AV Peer-Review Rated, Martindale-Hubbell
- Clarence Darrow Award Honoree, Mass Tort Bar (2014)
- Trial Lawyer of the Year Award Honoree, The Trial Lawyers for Public Justice Foundation (2005)
- "Giraffe Hero" Commendation Honoree, Giraffe Heroes Project (2016)
- Fellow, Right Livelihood College
- Member, The National Trial Lawyers: Class Action Trial Lawyers Association Top 25
- Fellow, American Bar Foundation
- Lawyer of the Year Honoree, Best Lawyers in America® (2019)

Professional Affiliations

- Cincinnati Academy of Leadership for Lawyers (CALL)

  Member, Class V

- Cincinnati Bar Association

  Member

Former Chair, Environmental Law Committee (2013)

- Kentucky Bar Association

  Member

- American Bar Association

  Member

Community Involvement

- Less Cancer

  Board Member

- Giraffe Heroes Project

  "Giraffe Hero" Commendation (2016)

- Greening Our Children

  "Champion for Children" Award (2016)

- Working in Neighborhoods ("WIN")

  Member, WIN Hall of Fame (2016)

- Rotary Club of Cincinnati

  Member

- New College Alumni/ae Association

  Member, Board of Directors

- Right Livelihood College

  Fellow

Practices

Class Action, Derivative and Multi-Party Litigation

Environmental Litigation

Product Liability and Personal Injury

Environmental Regulatory Environmental

Commercial Litigation Environmental Transactional Services

Crisis Management

Pharmaceutical and Life Sciences Litigation

Education

The Ohio State University College of Law (1990)

New College (1987)

Admissions

Federal - Southern District of Ohio

Federal - 4th Circuit Court of Appeals

Federal - 6th Circuit Court of Appeals

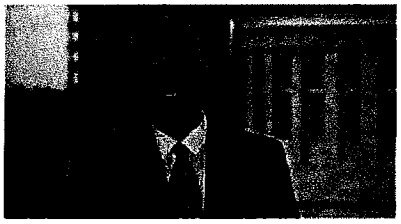
State - Ohio

State - Kentucky

Federal - Eastern District of Kentucky

SOLICITATION RE: P.L. 35-25 - Bates 073

Kelley Drye



DAVID J. BUTLER

PARTNER-IN-CHARGE
COLUMBUS, DELAWARE
CINCINNATI, OH | (614) 334-6167
DBUTLER@TAFTLAW.COM

David is partner-in-charge of Taft's Columbus office. He is a business trial lawyer with extensive experience in complex civil litigation, mass tort class actions and multi-district litigations.

David brings his proactive approach to challenging, specialized casework. He concentrates his practice in federal court, representing companies in a wide range of nuanced, commercial and mass tort legal matters. He also routinely serves as local counsel in federal court.

A critical member of the Taft litigation team, David's experience includes leading the firm's special counsel team for a large Ohio agency, handling high-stakes business, healthcare fraud and abuse and construction litigation, and headline-making mass tort environmental and pharmaceutical cases. When the state of Ohio faced tobacco litigation, he and the Ohio team helped secure a record-setting $10 billion settlement for the state.

Prior to his time at Taft, David served as extern to the Honorable Justice Paul E. Pfeifer, Ohio Supreme Court, and to the Honorable Magistrate Judge Barry S. Seltzer, United States District Court, Southern District of Florida. He currently serves on the development board of Riverside Hospital and is an active member of the Columbus, Ohio, American and Federal Bar Associations.

David received his undergraduate degree, cum laude, from the University of Notre Dame and his J.D. from the University of Notre Dame Law School.

Notable Matters

- Counsel in multi-district litigation involving claims of thousands of individuals exposed to a chemical in their drinking water ("C8") that has been linked to causing six serious diseases (including two types of cancer) in humans.
- Represents governmental entities in lawsuits against the distributors and manufacturers of opioid pain medications.
- Member of the firm's special counsel group for the state of Ohio in the "national tobacco litigation," contributing significantly to the record setting $10 billion settlement for the state of Ohio.
- Represents large Ohio state agency in two lawsuits, including a purported class action, seeking hundreds of millions of dollars of alleged premium overpayments.
- Represents an owner of a municipal power company in construction litigation concerning large power plants.

- Represented an international lawn and garden company in successful enforcement actions involving Lanham Act violations and trademark/trade dress infringement.
- Represented an international construction and consulting company in a fraud and breach of contract lawsuit, resulting in a favorable ruling on summary judgment and ultimate favorable settlement.
- Represented a Fortune 500 company in the successful defense of a disappointed bidders' fraud and open meetings act challenge to the state award of an eight year, $45 million contract to provide electronic benefits transfer services to more than 450,000 Ohio food stamp recipients.

Awards

- AV Peer Review Rated, Martindale-Hubbell
- Honoree, Best Lawyers in America, Commercial Litigation Law (2014 - present)
- Honoree, Ohio Super Lawyers, Business Litigation (2015 - present)
- Honoree, Ohio Super Lawyers, Top 50 Columbus
- Honoree, Ohio Super Lawyers Rising Stars (2005 - 2007, 2009, 2011 - 2012)
- Under Age 36 Community Service Award Honoree, Columbus Bar Association (2004)
- Forty Under 40 Honoree, Business First (2004)
- Honoree, Top Ten Personal Injury Settlements (2017)

Professional Affiliations

- American Health Lawyers Association

  Member, Fraud and Abuse Section
- American Bar Association
- Columbus Bar Association
- Federal Bar Association
- Ohio State Bar Association

Community Involvement

- Riverside Hospital Development, Board Member

Practices

Commercial Litigation Class Action, Derivative and Multi-Party Litigation

Pharmaceutical and Life Sciences Litigation

Crisis Management

Construction Claims

Audits, Investigations and Healthcare Litigation

University of Notre Dame Law School (1997)

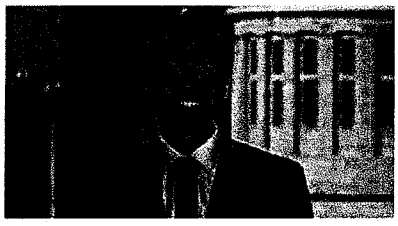
University of Notre Dame, B.A., cum laude (1994)

Admissions

Federal - Northern District of Ohio

Federal - Southern District of Ohio Federal - 6th Circuit Court of Appeals

Federal - U.S. Supreme Court State – Ohio



JONATHAN N. OLIVITO

ASSOCIATE
COLUMBUS, OH | (614) 220-0236
JOLIVITO@TAFTLAW.COM

Jon litigates business and partnership disputes and employment law matters. He represents clients in a variety of industries, including health care, construction, manufacturing, transportation and telecommunications, in state and federal courts and in arbitrations. His clients have included governmental entities, businesses and individuals.

Prior to joining Taft, Jon clerked for the Honorable Edmund A. Sargus, Jr., Chief Judge of the United States District Court for the Southern District of Ohio. He helped to draft opinions in employment discrimination, breach of contract, and Section 1983 cases, among others. When the Chief Judge sat by designation with the United States Court of Appeals for the Sixth Circuit, Jon helped with preparations for oral arguments and worked on opinions involving police misconduct claims and claims brought under the Employee Retirement Income Security Act of 1974 (ERISA). In a criminal case involving material support of terrorism charges, Jon helped to draft opinions on motions brought under the Classified Information Procedures Act (CIPA) and the Foreign Intelligence Surveillance Act (FISA).

Before his clerkship, Jon was a litigator at a small Columbus-based law firm. While practicing there, he successfully defended a favorable jury verdict before Ohio's Tenth District Court of Appeals in RAE Assocs., Inc. v. Nexus Commc'ns, Inc., 2015-Ohio-2166, 36 N.E.3d 757 (10th Dist.), a case involving breach of contract, fraud and conversion claims.

Jon earned his J.D. from The Ohio State University Moritz College Law, magna cum laude and Order of the Coif. He received the 2014 Distinguished Legal Writing Award from The Burton Awards. He was honored by the Ohio State Law Journal with the Donald Teller Memorial Award for the best student Note by a journal member in 2013. He also was honored with CALI Excellence for the Future Awards for receiving the highest grade in Evidence and International Law.

Jon earned a Master of Public Administration from Ohio University and was designated as the Overall Outstanding MPA Student his graduating year. While pursuing his degree, he was a graduate assistant at Ohio University's Voinovich School of Leadership and Public Affairs. His bachelor's degree is also from Ohio University, where he majored in history and Spanish and minored in psychology. He graduated summa cum laude, Phi Beta Kappa, and Phi Alpha Theta from the university's Honors Tutorial College. Jon also studied abroad at two international universities, the Universidade do Sul de Santa Catarina in FlorianOpolis, Brazil and the Universidad Publica de Navarra in Pamplona, Spain.

Jon serves on the board of directors for Halt Violence, a nonprofit organization devoted to reducing violence through conflict mediations and mentoring.

Professional Affiliations

- Halt Violence

  Member, Board of Directors

- Ohio State Bar Association

  Member

- Federal Bar Association

  Member

- Columbus Bar Association

  Member

Practices

Commercial Litigation

Corporate Compliance and White Collar Criminal Defense Workers' Compensation Appellate

Class Action, Derivative and Multi-Party Litigation

Education

The Ohio State University College of Law (2014), Master of Public Administration,

Ohio University (2011)

Ohio University (2009)

Admissions

State - Ohio

Federal - Southern District of Ohio

Kelley Drye

c. Kennedy Madonna Biographies



Kevin J. Madonna

PARTNER
New York, NY | 845-481-2622
KMADONNA@KENNEDYMADONNA.COM

Kevin J. Madonna is a partner in the law firm of Kennedy & Madonna, LLP. The firm was formed in 2000 by founding partners Robert F. Kennedy, Jr. and Mr. Madonna and specializes in complex environmental and consumer litigation matters in federal and state courts throughout the United States. Prior to private practice, he served as Executive Director for the Waterkeeper Alliance, the umbrella organization for the over 300 Riverkeeper programs operating throughout North, Central and South America, Europe, Asia, Africa and Australia. Mr. Madonna earned a Juris Doctorate and Environmental Law Certificate from Pace University School of Law in 1995 where he served as Research and Writing Editor for the *Pace Environmental Law Review*. He is admitted to practice in the State of New York and the Southern District of New York.

Among the leading environmental cases in which Mr. Madonna has litigated are:

In re E. I. du Pont de Nemours & Co. C-8 Pers. Injury Litig. (MDL 2433), No. 2:13-md-2433 (S.D. Ohio). In 2013, the firm was appointed to the Plaintiffs' steering committee in a PFOA groundwater contamination case centralized in the Southern District of Ohio. The firm represented over 3,500 individuals who have personal injuries linked to PFOA exposure. Since the MDL's inception in early 2014, the firm assisted with litigating three bellwether cancer cases to trial and securing plaintiff victories in all three cases. The firm was primarily responsible for briefing in this MDL, whose docket contains over 5,000 filings. The firm also represented the first bellwether plaintiff in her appeal before the Sixth Circuit Court of Appeals. The MDL was settled in February 2017 for $671 million.

Southern California Gas Leak Cases, Judicial Council Coordination Proceeding No. 4861 (Cal. Sup. Ct., Cty. of Los Angeles). The firm represents over 7,000 individuals in personal injury and property damage cases against Southern California Gas Company relating to the defendant's gas well blowout that resulted in in the discharge of approximately 100,000 tons of natural gas into the environment and mandatory evacuations of entire neighborhoods that lasted for over four months.

Perrine v. E.I. du Pont de Nemours & Co., No. 04-C-296-2 (Harrison Cty., W. Va.). The firm represented an 8,000 member property owner and medical monitoring class for claims arising from defendant's operation of a zinc smelting plant in Spelter, West Virginia. The firm received a $400 million jury verdict after a seven week trial. After two years of post-trial appeals, the case settled for an approximate value of $175 million.

City of St. Louis, Mich. v. Velsicol, No. 07-10385 (Gratiot Cty., Mich.). The firm represented a city whose wells were contaminated with pCBSA, a byproduct of DDT manufacturing. The firm secured a settlement valued at $25 million which allowed the City to construct a new water system for its residents.

Morgan v. Ford Motor Co., No. 2:06-CV-1080 (JAP) (D.N.J.). The firm represented over 600 members of a state recognized Indian tribe for property damage and personal injury claims arising from defendants' illegal disposal of hazardous waste. The lawsuit was settled on a confidential basis four years after the case was filed.

Waterkeeper Alliance, Inc. v. Smithfield Foods, Inc., Nos. 4:01-CV-27-H, 4:01-CV-30-H (E.D.N.C.). Involved federal Clean Water Act and RCRA claims against owners and operators of two concentrated animal feeding operations in North Carolina. The case settled in January 2006 for $8 million in injunction relief.

Samples, et al. v. Conoco, No. 01-0631-CA-01 (1st Cir. Escambia Cty. Fla.). The firm represented a class of property owners whose properties and drinking water were impacted by releases of hazardous substances from defendants' CERCLA site. In 2004, a settlement was reached in the amount of $96 million in damages.

Kelley Drye

d. Douglas & London Biographies



GARY J. DOUGLAS, ESQ

PARTNER
New York, NY | 212-566-7500 x205
GDOUGLAS@DOUGLASANDLONDON.COM

Gary J. Douglas, co-founding partner of Douglas & London, P.C., has been a trial lawyer for over three decades during which time he has obtained landmark verdicts against chemical industry giants such as DuPont, pharmaceutical industry giants, such as Bayer, Johnson & Johnson and Merck and tobacco industry giants, including Brown Williamson and Philip Morris. Some of those cases include Mr. Douglas securing the first ever plaintiff's verdict in the state of New York against the tobacco industry on behalf of a widow whose husband died as a result of lung cancer, and one of the first plaintiff's verdicts against the automobile industry in a defective airbag case.

During the years of 2015 through 2017, Mr. Douglas served as co-lead trial counsel in three PFAS trials. The first trial concluded in October 2015 resulting in a $1.6 million jury verdict in compensatory damages (*Bartlett v. E. I. du Pont, et al.*); the second trial concluded in July 2016 resulting in a jury verdict of $5.1 million in compensatory damages and $500,000 in punitive damages (*Freeman v. E. I. du Pont, et al.*); and the third trial concluded in January 2017 resulting in a jury verdict of $2 million in compensatory damages and $10.5 million in punitive damages (*Vigneron v. E. I. du Pont, et al.*).

In December 2017, Mr. Douglas served as lead trial counsel in the first and only plaintiff verdict against Bayer and Janssen for the drug Xarelto in the amount of $27.8 million (*Hartman v. Janssen Pharmaceuticals, Inc., et al.*).

Back in 2010, Mr. Douglas, along with co-counsel, secured the first and only multi-million dollar verdict against Merck in the Fosomax multidistrict litigation in the amount of $8.5 million (*Boles v. Merck & Co., Inc.*). Just weeks following the *Boles* verdict, Mr. Douglas secured an $8 million verdict against Ethicon, a subsidiary of Johnson & Johnson, for a defective staple gun used in a gastric-bypass procedure, which resulted in the plaintiff's death (*Bush v. Merola, et al.*).

Currently, Mr. Douglas represents clients facing PFAS-contamination issues secondary to the use of aqueous film-forming foams (AFFF), which claims are pending as part of multidistrict litigation in the United States District Court for the District of South Carolina, captioned as *In re Aqueous Film-Forming Foams Products Liability Litigation*, MDL-2873. Mr. Douglas has been appointed as the Co-Chair of the Science Committee in MDL-2873.

Mr. Douglas has tried hundreds of cases and obtained dozens of multi-million dollar verdicts and settlements. Because of his impressive trial success record, Mr. Douglas is a past recipient of the Clarence Darrow Award, the prestigious award given to those lawyers who best embody the attributes and skills of the legendary trial attorney and champion of the underdog, Clarence Darrow. More recently, in April 2018, Mr. Douglas was the youngest lawyer ever to be inducted into the Trial Lawyer Hall of Fame, an honor bestowed only to those trial lawyers who have established themselves as true champions and crusaders for American justice.

Mr. Douglas is admitted and licensed to practice law in the States of New York and Pennsylvania, as well as in the United States District Courts for the Eastern and Southern Districts of New York.

Kelley Drye



MICHAEL A. LONDON, ESQ.

PARTNER
New York, NY | 212-566-7500 x209
MLONDON@DOUGLASANDLONDON.COM

Michael A. London, co-founding partner of Douglas & London, P.C., has been appointed to, has served, and continues to serve, as either lead or liaison counsel on numerous Plaintiffs' Steering Committees in some of the largest national mass tort and complex litigations in recent years. His formal lead and liaison counsel roles have been in the following matters with the following results

- Vice-Chair of Plaintiffs' Steering Committee – *In re: Zyprexa Products Liability Litigation*, MDL-1596, before the Honorable Jack B. Weinstein in the United States District Court for the Eastern District of New York (status: resolved, $700 million settlement of approximately 8,000 claims);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Yasmin and Yaz (Drospirenone) Marketing Sales Practices and Products Liability Litigation*, MDL-2100, before the Honorable David R. Herndon in the United States District Court for the Southern District of Illinois (status: resolved, over $2 billion in settlements);

- Co-Lead Counsel and Liaison Counsel for Plaintiffs' Steering Committee – *In re: Bayer Corp. Combination Aspirin Products Marketing and Sales Practice Litigation*, MDL-2023, before the Honorable Brian M. Cogan in the United States District Court for the Eastern District of New York (status: resolved, $15 million class settlement);

- Liaison Counsel and Plaintiffs' Executive Committee Member – *In re: Ortho Evra Products Liability Litigation*, MDL-1742, before the late Honorable David S. Katz in the United States District Court for the Northern District of Ohio (status: resolved, individual confidential settlements of approximately 3,000 claims in federal and state courts);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL-2385, before the Honorable David R. Herndon in the United States District Court for the Southern District of Illinois (status: resolved, $650 million settlement of approximately 4,000 claims);

- Co-Liaison Counsel for all Plaintiffs – *In re: Levaquin Litigation*, centralized and consolidated litigation before the late Honorable Carol E. Higbee in the Superior Court of New Jersey, Atlantic County (status: resolved, individual confidential settlements of hundreds of claims in federal and state courts);

- Chairperson of the Plaintiffs' Executive Committee – *In re: Testosterone Replacement Therapy Products Liability Litigation*, MDL-2545, before the Honorable Matthew F. Kennelly in the Northern District of Illinois (status: resolved via separate global settlements against each of the individual manufacturing-defendants);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: E. I. du Pont de Nemours and Company C-8 Personal Injury Litigation*, MDL-2433, before the Honorable Edmund A. Sargus, Jr. in the United States District Court for the Southern District of Ohio (status: resolved, $671 million settlement of approximately 3,600 claims);

- Co-Lead Counsel of Plaintiffs' Steering Committee – *In re: Invokana (Canagliflozin) Products Liability Litigation*, MDL-2750, before the Honorable Brian Martinotti in the United States District Court for the District of New Jersey, (status: resolutions pending for individual confidential settlements of approximately 2,000 claims);

- Chairperson of the Plaintiffs' Executive Committee – *In re: Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation*, MDL-2846, before the Honorable Edmund A. Sargus, Jr. in the United States District Court for the Southern District of Ohio (status: active); and

- Co-Lead Counsel of Plaintiffs' Executive Committee – *In re: Aqueous Film-Forming Foam (AFFF) Products Liability Litigation*, MDL-2873, before the Honorable Richard M. Gergel in the United States District Court for the District of South Carolina (status: active).

Mr. London is admitted and licensed to practice law in the States of New York and New Jersey, as well as in the United States District Courts for the Eastern District, Southern District, and Western District of New York, as well as the District of New Jersey.



VIRGINIA E. ANELLO, ESQ.
SENIOR ASSOCIATE
New York, NY | 212-566-7500 x233
VANELLO@DOUGLASANDLONDON.COM

Virginia E. Anello, a senior associate of Douglas & London, P.C., is admitted and licensed to practice law in the States of Louisiana, New York and Massachusetts, as well as in the U.S. District Courts for the Eastern and Southern Districts of New York, the U.S. Court of Appeals for the Federal Circuit and the U.S. Court of Federal Claims.

Since obtaining her law degree from Louisiana State University, Ms. Anello has devoted her career to representing injury victims and consumers, primarily in the mass tort and class action setting. She has been an associate with Douglas & London, P.C. for over 12 years, and her practice areas in the law have always focused on, and continue to focus on, products liability litigation, vaccine litigation and complex litigation.

Over the course of these 12 years, she has been actively involved in major nationwide mass tort litigations and has litigated numerous cases on behalf of clients injured as a result of defective medical devices and pharmaceutical drugs.

In the toxic exposure context, Ms. Anello was actively involved in the litigation and ultimate settlement of the

World Trade Center Disaster Site Litigation before the Honorable Judge Alvin Hellerstein in the U.S. District Court for the Southern District of New York, in which she represented hundreds of individuals that were injured following their toxic exposure from the September 11th attacks. Her continued pursuits in this regard include representing individuals who were injured secondary to toxic exposures at the World Trade Center site, both under The James L. Zadroga 9/11 Health & Compensation Act and the September 11th Victim Compensation Fund.

REBECCA G. NEWMAN, ESQ.

SENIOR ASSOCIATE
New York, NY | 212-566-7500 x234
RNEWMAN@DOUGLASANDLONDON.COM

Rebecca G. Newman, a senior associate of Douglas & London, P.C., is admitted and licensed to practice law in the States of New York and New Jersey, U.S. Court of Appeals for the Sixth Circuit, U.S. District Courts for the Eastern and Southern Districts of New York, the District of New Jersey, Eastern District of Wisconsin, District of Colorado and the U.S. Court of Federal Claims.

Ms. Newman obtained her law degree from Brooklyn Law School where she was a member of the Journal of Law and Policy, and from where she graduated cum laude. Prior to law school, she attended Vassar College where she graduated with degrees in Political Science and French Language. Since obtaining her law degree, she has devoted her over ten (10) years with Douglas & London, P.C. to representing injury victims and consumers, primarily in the mass tort and class action context. Ms. Newman's practice areas in the law include products liability, environmental and complex litigation.

Between the years 2013 and 2017, Ms. Newman was integrally involved with litigation concerning PFAS. In particular, Ms. Newman actively participated in the In re E. I. du Pont de Nemours and Co. C8 Personal Injury Litigation, MDL 2433, in nearly every respect, including preparing for, participating in and attending nearly every case management conference held before the Hon. Edmund A. Sargus, Jr., U.S. District Court for the Southern District of Ohio, handling multiple fact depositions of both plaintiffs and treating physicians, preparing for depositions of expert witnesses for both plaintiff and defense, defending plaintiff's expert depositions, preparing jury instructions, trial witness preparation, legal research and writing numerous motions filed prior to and during the three trials, including summary judgment, Daubert, motions in limine, directed verdict, discovery motions and other related motions.

In addition, Ms. Newman was a member of the trial team for the first three bellwether cases that went to trial in the C8 MDL. The first trial concluded in October 2015 resulting in a $1.6 million dollar jury verdict in compensatory damages (Bartlett v. E. I. du Pont, et al., Case No. 13-cv-0170); the second trial concluded in July 2016 resulting in a jury verdict of $5.1 million in compensatory damages and $500,000 in punitive damages (Freeman v. E. I. du Pont, et al., Case No. 13-cv-1103); and the third trial concluded in January 2017 resulting in a jury verdict of $2 million in compensatory damages and $10.5 million in punitive damages (Vigneron v. E. I. du Pont, et al., Case No. 13-cv-0136).

Concurrently with her work in the C8 MDL, Ms. Newman likewise devoted her time to the In re Xarelto

Products Liability Litigation, MDL 2592, where she represented the firm's clients who suffered bleeding events as a result of their use of the novel oral anticoagulant, Xarelto. In this role, Ms. Newman was a member of two of the state court trial teams in the consolidated Pennsylvania state court litigation, including the only one to have obtained a plaintiff's verdict. As part of these trial teams, her work included trial witness preparation, legal research and writing, in addition to other aspects of trial support. In 2019, a $775 million settlement was secured for the plaintiffs in the Xarelto litigation.

Currently, Ms. Newman along with the firm represent clients facing PFAS-contamination as a result of the use of aqueous film-forming foams, which claims are pending as part of multidistrict litigation in the United States District Court for the District of South Carolina captioned as In re Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2873. Ms. Newman has been appointed as the Co-Chair of the Law and Briefing Committee in MDL No. 2873.

LARA J. SAY, ESQ

ASSOCIATE
New York, NY | 212-566-7500 x203
LSAY@DOUGLASANDLONDON.COM

Lara Say received her Juris Doctor from Brooklyn Law School where she was a member of the Journal of Law and Policy. Prior to law school, she attended the University of North Carolina – Chapel Hill where she graduated with an honors degree in English and a minor in Chemistry.

Ms. Say first focused her legal skills on the *Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL 2100, where she spent countless hours representing young women who suffered blood clots, pulmonary emboli, strokes, and gallbladder disease as a result of their exposure to oral contraceptive pills manufactured by Bayer Healthcare Pharmaceuticals, Inc. Ms. Say was an integral part of the *Yaz/Yasmin/Ocella* team where she aided partners Gary J. Douglas and Stephanie O'Connor, as well as other plaintiff firms throughout the country, in overseeing the management of key evidence found within the 90 million pages of documents produced by Bayer and assisting in over 25 depositions, conducted both in the United States and overseas.

Ms. Say then applied her knowledge gained in the *Yaz/Yasmin/Ocella* litigation to the *Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL 2385, representing individuals who suffered bleeding events as a result of taking the anticoagulant Pradaxa, manufactured by Boehringer Ingelheim. She again worked closely with Mr. Douglas in his role as Co-Chair of the Science Committee and lead counsel for the first bellwether trial, as well as serving on the Bellwether Selection Committee, and focused on the discovery process, namely, the development of the science and regulatory themes from over 70 million pages produced by Boehringer Ingelheim and assisted in multiple key depositions of corporate witnesses in the U.S. and abroad. She also played an integral role in the development of generic scientific and regulatory expert reports based on the information obtained in the discovery process, as well as case-specific reports, and party depositions, for the first bellwether trial.

Ms. Say also utilized her experience working with experts in the *In re E. I. du Pont de Nemours and Company C-8 Personal Injury Litigation* (MDL 2433) concerning C8/PFOA. She played a key role in the retention and development of multiple case-specific expert witnesses for plaintiffs, as well as preparing for and assisting in the depositions of key expert witnesses, both generic and case-specific.

For the past four years, Ms. Say has dedicated her time to the *Xarelto Products Liability Litigation*, MDL 2592, representing individuals who suffered severe bleeding events as a result of taking the anticoagulant Xarelto, manufactured and sold by Bayer and Janssen Research & Development, LLC. She was chosen as Co-Chair of Clinical Trials Sub-Committee and Science Committee Liaison, served as a member of the Bellwether Committee, and again supported Mr. Douglas in his role as Co-Chair of the Science Committee. In those roles, she guided the discovery process in preparation for corporate witness depositions, assisted Mr. Douglas and other lead counsel in those depositions, and retained, cultivated, and worked with a large panel of scientific and regulatory experts on composing and serving generic and case-specific expert reports for multiple rounds of bellwether cases. Ms. Say also ultimately served as an integral member of the team in four of the six bellwether trials in both federal and state court, with a focus on developing and executing expert witness testimony as well as the overarching scientific and regulatory themes and structure of plaintiffs' case.

Ms. Say is admitted to practice law in the States of New York, New Jersey and North Carolina. She is also admitted in the United States District Court for the Southern District of New York, the Eastern District of New York and the District of New Jersey.

e. SL Environmental Biographies



ALEXANDER LEFF

MANAGING PARTNER
SAN FRANCISCO, CA | 415-348-8330
ALEFF@SLENVIRONMENT.COM

Alex founded SL Environmental in 2003. Under his leadership, SL Environmental has recovered over $1 billion dollars in settlements and judgments for its clients.

Alex graduated from Stanford University in 1979 where he earned degrees with honors in both Economics and Human Biology and was Phi Beta Kappa. He received his JD from Yale Law School in 1983.

After graduating from law school, Alexander joined McKinsey & Company, an international management consulting firm, where his clients included a number of Fortune 100 companies. Before co-founding SL Environmental, Alexander was a consultant to a number of leading for-profit and non-profit enterprises on issues of strategy, negotiation, and conflict resolution.

Alex's business experience, coupled with his legal training, enable him to play an important role in managing the staffing and financing challenges inherent in complex contingency litigation. His background as a former management consultant provides unique insights that he utilizes in crafting settlement strategies with large corporate defendants. Alex is an attorney in good standing in California.



RICHARD HEAD

OF COUNSEL
NEW HAMPSHIRE | 603-716-8235
RHEAD@SLENVIRONMENT.COM

Richard is Of Counsel at SL Environmental with a history of public sector employment. Before joining SL Environmental, Richard was Associate Attorney General for the New Hampshire Justice Department. Over the course of his 14 year career at the Department of Justice, he argued more than 15 cases before the New Hampshire Supreme Court and frequently testified before the New Hampshire Legislature on a wide range of issues on behalf of the Attorney General. Richard also held multiple senior leadership roles throughout his tenure with the Department of Justice. As Associate Attorney General, Richard was the Director of the Division of Legal Counsel and oversaw the management of the Civil and Transportation Bureaus and the Charitable Trust Unit. As a Senior Assistant Attorney General, he served as the Bureau Chief of the Environmental Protection Bureau and the Consumer Protection and Antitrust Bureau.

Richard's experience at the Department of Justice included complex litigation cases. Richard served as a senior member of the legal team working on New Hampshire's MTBE litigation, including its three-month jury trial. He also was the lead attorney for New Hampshire in enforcement of the multi-state Tobacco Master Settlement

Agreement, which established standards on tobacco marketing and a formula for payments by tobacco manufacturers. In the nine years Richard was involved in litigation against the tobacco manufacturers, he worked with the National Association of Attorneys General (NAAG) and the tobacco units of virtually every state's office of the attorney general.

Prior to working for the New Hampshire Justice Department, Richard worked in the New Hampshire Department of Environmental Services after spending 10 years in private practice as a litigator.

Richard earned his B.A. from Clark University and his J.D. and M.S. in Environmental Science from Indiana University. During law school, he was an editor of the *Indiana Law Journal.*

Richard is an attorney in good standing in New Hampshire, Vermont and the First Circuit Court of Appeals.



KENNETH SANSONE

PARTNER
SAN FRANCISCO, CA | 415-625-1733
KSANSONE@SLENVIRONMENT.COM

Ken is a partner at SL Environmental who focuses his practice on complex Environmental matters. Ken has nearly two decades of experience in handling sophisticated civil and criminal litigation at both the trial and appellate level in state and federal court. In May of 2018 Ken led SL Environmental Trial Team in the *City of Pomona v. SQM North America.* Though the jury found that Defendant's product was the cause of the City's perchlorate contamination, they failed to award any damages and the matter is currently pending before the 9th Circuit Court of Appeals.

Prior to joining SL Environmental, Ken served as an assistant attorney general for the State of New Hampshire, representing state officials, agencies, and employees, and the state itself, in a wide range of disputes. Ken argued several cases before the New Hampshire Supreme Court, and regularly appeared for the State in trial court and before administrative agencies. Ken also routinely consulted on appeals and other complex litigation handled by the office, particularly on matters involving difficult issues of federal civil procedure and administrative law.

Ken also served as the senior law clerk to the Honorable Joseph N. Laplante, Chief Judge of the United States District Court for the District of New Hampshire. Ken joined the Chief Judge in resolving, by trial, motion practice, or mediation, hundreds of civil cases, including many complicated products liability, intellectual property, and constitutional matters. Ken also served as a law clerk to the Honorable Jeffrey R. Howard of the United States Court of Appeals for the First Circuit, in Boston, and the Hon. Joseph A. DiClerico, Jr., of the United States District Court for the District of New Hampshire. Ken began his career at Goulston & Storrs, a large Boston law firm, where he handled a variety of complex commercial cases.

Ken received his law degree from New York University School of Law, and his bachelor's degree, magna cum laude with highest distinction, from Duke University. Ken is an attorney in good standing in California.



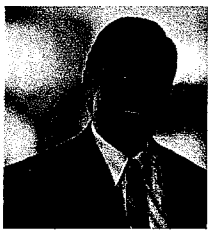
SETH MANSERGH

ASSOCIATE
SAN FRANCISCO, CA | 415-625-1750
SMANSERGH@SLENVIRONMENT.COM

Seth Mansergh has been an attorney at SL Environmental Law Group since 2009. He focuses his practice on complex environmental litigation. Seth has substantial experience involving MTBE contamination litigation. He was a member of the legal team that represented the State of New Hampshire in its successful statewide MTBE case resulting in a jury verdict of $816 million dollars. He is currently engaged in environmental contamination matters for water systems and school districts.

Seth attended Golden Gate University School of Law where he was an editor on both the *Golden Gate University Law Review* and *Environmental Law Journal.* His article, "Out the Smokestack, Retooling California's Marine Vessel Rules for Federal Authorization," was published by the *GGU Law Review* in 2009. Seth was president of the Environmental Law Society, a co-chair on the California Water Law Symposium, and graduated with Distinction in Environmental Law. He earned his undergraduate degree from University of California, San Diego where he focused on Public Policy and Environmental Studies. Seth is an attorney in good standing in California.

f. Levin Papantonio Biographies



MIKE PAPANTONIO

SENIOR PARTNER
PENSACOLA, FL |850-435-7165
MPAPANTONIO@LEVINLAW.COM

Mike Papantonio is a senior partner of Levin Papantonio and is a Board Certified Civil Trial Lawyer by the Florida Bar and the National Board of Trial Advocacy. He is a member and leader of both national and international legal associations, including the National Trial Lawyers Association, of which he was the 2012 President. Mr. Papantonio is recognized as one of the Best Lawyers in America and a Leading American Attorney, was awarded the Florida Justice Association 2011 Perry Nichols Award, and has been selected by the Public Justice Foundation as a finalist for its Trial Lawyer of the Year Award. Mr. Papantonio also founded Mass Torts Made Perfect, which has trained thousands of lawyers in how to better their legal practice, and featured speakers including United States Presidents. Mr. Papantonio has obtained multiple settlements and verdicts in the tens and hundreds of millions of dollars. In 2001, Mr. Papantonio obtained a $70 million settlement against polluters of waterways. In 2007, as lead trial counsel in an environmental class action Mr. Papantonio received a jury verdict award for a West Virginia community with an estimated value in excess of $380 million. In 2017, he helped secure a $671 million DuPont C8 settlement.



NED MCWILLIAMS

PARTNER
PENSACOLA, FL |850-435-7138
NMCWILLIAMS@LEVINLAW.COM

Ned McWilliams is a partner at Levin Papantonio and has a national reputation representing Plaintiffs in pharmaceutical and environmental law. In addition to his experience with complex pharmaceutical litigation, he has extensive experience with equally complex environmental class action litigation. He has served as class counsel in three major environmental cases. He began his legal career in *Perrine vs. DuPont. Perrine* was a certified class of more than 8,000 individuals whose persons and property were contaminated with the heavy metals arsenic, cadmium and lead by a hundred year old zinc smelting facility located in the town of Spelter, West Virginia. The case was complex both **procedurally** and substantively – involving dozens of fact witnesses, dozens more expert witnesses, millions of pages of discovery, three interlocutory appeals and ultimately a four phase trial spanning six weeks which resulted in a verdict in excess of $380 million. For his work he was selected by the Public Justice Foundation as finalist for their Trial Lawyer of the Year award in 2008. He also served as class counsel in *Sher vs. Raytheon.* The *Sher* case related to a plume of chlorinated solvents that had contaminated the groundwater under a former defense contractor facility and was migrating under hundreds of properties in a residential neighborhood in St. Petersburg, Florida. The case was successfully certified as a class by the District Court, decertified by the 11th Circuit, and ultimately settled on the eve of the second class certification hearing. Lastly, he served on the Plaintiffs Steering Committee for the In Re C8 Litigation. The C8 litigation involved thousands of individuals who brought

personal injury actions against DuPont after DuPont contaminated the drinking water of tens of thousands of residents near one of its facilities in West Virginia. After numerous jury verdicts, the case was successfully resolved for $621 million in 2017.



WESLEY BOWDEN

PARTNER

PENSACOLA, FL | 850-435-7184

WBOWDEN@LEVINLAW.COM

Wes Bowden is a partner at Levin Papantonio, focusing his practice on complex product liability and environmental cases. He served as trial counsel for two environmental cases against DuPont. In 2016, he was part of the trial team securing a $5.6 million verdict on behalf of an Ohio resident who developed cancer after drinking water contaminated by DuPont with C8/PFOA. In 2017, he served as co-lead in another C8/PFOA litigation case against DuPont resulting in a $12.5 million verdict on behalf of an Ohio resident with cancer due to C8/PFOA contamination. The C8/PFOA litigation would resolve for $671 million in 2017. In 2019, he was appointed to the Plaintiffs Executive Committee for MDL No. 2873 *In re: Aqueous Film-Forming Foams Products Liability Litigation.*

IV. Required Forms

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Offeror
Date
Offeror, if an individual;
Partner, if a partnership; Partner
Officer, if a corporation

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as Kelley Drye & Warren LLP [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Not applicable		

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
Not applicable		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
~~Offeror, if the offeror is an individual;~~
Partner, if the offeror is a partnership; Partner
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 8th day of July, 2019.

NOTARY PUBLIC
My commission expires: 2/26/20

RHONDA R. WALDRIP
Notary Public, State of Texas
Comm. Expires 02-26-2020
Notary ID 2945567

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

John D.S. Gilmour [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Kelley Drye & Warren LLP.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership; Partner
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 2019.

NOTARY PUBLIC
My commission expires 08.01.2020.

STEPHANIE LYRIS WILSON
Notary ID # 129064395
My Commission Expires
August 1, 2020

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

John D.S. Gilmour [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Kelley Drye & Warren LLP. Affiant is Partner [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership; Partner
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 2019.
NOTARY PUBLIC
My commission expires 08.01, 2020

STEPHANIE LYRIS WILSON
Notary ID # 129064395
My Commission Expires
August 1, 2020

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

John D.S. Gilmour [*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is Partner [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership: Partner
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 2019.

NOTARY PUBLIC
My commission expires 08.01, 2020

STEPHANIE LYRIS WILSON
Notary ID # 129064395
My Commission Expires
August 1, 2020

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

John D.S. Gilmour [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Kelley Drye & Warren LLP.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership; Partner
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 201__.

NOTARY PUBLIC
My commission expires 08.01.2020.

STEPHANIE LYRIS WILSON
Notary ID # 129064395
My Commission Expires
August 1, 2020

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Offeror
Date 7/8/19
~~Offeror~~, if an individual;
Partner, if a partnership; Taft Stettinius & Hollister LLP
Officer, if a corporation

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as Taft Stettinius & Hollister LLP [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
N/A		

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
N/A		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
(Partner), if the offeror is a partnership; Taft Stettinius & Hollister LLP
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8 day of July, 2019.

NOTARY PUBLIC
My commission expires: _____

COMMONWEALTH OF KENTUCKY
UNITED WE STAND
UNITED WE FALL

THOMAS PAUL VERGAMINI
Notary Public, Kentucky
State At Large
My Commission Expires
May 6, 2022
Notary ID# 598059

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

Robert A. Bilott [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Taft Stettinius & Hollister LLP.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Robert A Bilott

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership; Taft Stettinius & Hollister LLP
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 8th day of July, 2019.

Thomas Paul Vergamini

NOTARY PUBLIC
My commission expires _____.

COMMONWEALTH OF KENTUCKY
UNITED WE STAND
DIVIDED WE FALL

THOMAS PAUL VERGAMINI
Notary Public, Kentucky
State At Large
My Commission Expires
May 6, 2022
Notary ID# 598059

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

Robert A. Bilott [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Taft Stettinius & Hollister LLP. Affiant is a partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Robert A Bilott

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership; Taft Stettinius & Hollister LLP
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 8th day of July, 2019.

Thomas Paul Vergamini

NOTARY PUBLIC
My commission expires _____, _____.

COMMONWEALTH OF KENTUCKY
UNITED WE STAND
DIVIDED WE FALL

THOMAS PAUL VERGAMINI
Notary Public, Kentucky
State At Large
My Commission Expires
May 6, 2022
Notary ID# 598059

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

Robert A. Bilott [*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is a partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Robert A. Bilott

Signature of one of the following:
Offeror, if the offeror is an individual;
(Partner) if the offeror is a partnership; Taft Stettinius & Hollister LLP
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019.

Thomas Paul Vergamini

NOTARY PUBLIC
My commission expires _____, _____.

THOMAS PAUL VERGAMINI
Notary Public, Kentucky
State At Large
My Commission Expires
May 6, 2022
Notary ID# 598059

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

Robert A. Bilott [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Taft Stettinius & Hollister LLP.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Robert A Bilott

Signature of one of the following:
Offeror, if the offeror is an individual;
(Partner,) if the offeror is a partnership; Taft Stettinius & Hollister LLP
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 8th day of July, 2019.

Thomas Paul Vergamini

NOTARY PUBLIC
My commission expires _____, ____.

COMMONWEALTH OF KENTUCKY
UNITED WE STAND
DIVIDED WE FALL

THOMAS PAUL VERGAMINI
Notary Public, Kentucky
State At Large
My Commission Expires
May 6, 2022
Notary ID# 598059

SOLICITATION RE: P.L. 35-25 - Bates 104

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Victoria E. Madonna

VICTORIA E. MADONNA
Notary Public, State of New York
No. 02MA6003111
Qualified in Columbia County
Commission Expires Feb. 23, 2023

Signature of Offeror
Date 7-8-19
Offeror, if an individual;
Partner, if a partnership;
Officer, if a corporation

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as Kennedy & Madonna, LLP [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Kevin Madonna	48 Dewitt Mills Rd. Hurley, NY 12443	50
Robert F. Kennedy, Jr.	2185 Mandeville Canyon Rd. Los Angeles, CA 90049	50

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
None		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

R. [signature]
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019.

Victoria E. Madonna
NOTARY PUBLIC
My commission expires: 2/23/23

VICTORIA E. MADONNA
Notary Public, State of New York
No. 02MA6003111
Qualified in Columbia County
Commission Expires Feb. 23, 2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

Kevin Madonna [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Kennedy + Madonna, LLP.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019

Victoria E. Madonna
NOTARY PUBLIC
My commission expires 2/23/23.

VICTORIA E. MADONNA
Notary Public, State of New York
No. 02MA6003111
Qualified in Columbia County
Commission Expires Feb. 23, 2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

Kevin Madonna [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Kennedy + Madonna, LLP. Affiant is partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019.
Victoria E. Madonna
NOTARY PUBLIC
My commission expires 2/23/23, ____.

VICTORIA E. MADONNA
Notary Public, State of New York
No. 02MA6003111
Qualified in Columbia County
Commission Expires Feb. 23, 2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

Kevin Madonna [*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019.

Victoria E. Madonna
NOTARY PUBLIC
My commission expires 2/23/23.

VICTORIA E. MADONNA
Notary Public, State of New York
No. 02MA6077111
Qualified in Columbia County
Commission Expires Feb. 23, 2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

Kevin Madonna [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Kennedy & Madonna, LLP.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8th day of July, 2019.

Victoria E Madonna
NOTARY PUBLIC
My commission expires 2/23/23.

VICTORIA E. MADONNA
Notary Public, State of New York
No. [illegible]
Qualified in [illegible]
Commission Expires [illegible]23

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Offeror
Date
Offeror, if an individual;
Partner, if a partnership;
Officer, if a corporation

Doc. No. 35GL-19-0779.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as Douglas & London, P.C [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Michael London	59 Maiden Lane, NY NY 10038	50%
Gary Douglas	59 Maiden Lane, NY NY 10038	50 %

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8 day of July, 2019.

NOTARY PUBLIC
My commission expires: 7-3-23

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6046090
Qualified in Nassau County
My Commission Expires 07-03-2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

Michael A. London [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Douglas & London.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 8 day of July, 2019.

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO5046090
Qualified in Nassau County
My Commission Expires 07-03-2023

NOTARY PUBLIC
My commission expires 7-3-23.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

Michael A. London [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Douglas & London, P.C.. Affiant is Partner [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8 day of July, 2019.

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO5046090
Qualified In Nassau County
My Commission Expires 07-03-2023

NOTARY PUBLIC
My commission expires 7-3, 23.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

Michael A. London [*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is Partner [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 8 day of July, 2019.

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6046090
Qualified in Nassau County
My Commission Expires 07-03-2023

NOTARY PUBLIC
My commission expires 7-3, 23.

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

Michael A. London [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Douglas & London, P.C.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 8 day of July, 201_.

NOTARY PUBLIC
My commission expires 7-3-23.

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO5046090
Qualified in Nassau County
My Commission Expires 07-03-2023

Prohibition against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

In a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Offeror
Date

[redacted]

[redacted]

[redacted]

[redacted]

[redacted] first duly sworn, depose and say that I am [redacted]
[redacted] and that [please check only one]:

[redacted] the offeror is an individual or sole proprietor and owns the entire [redacted] interest in the offering business;

[redacted] the offeror is a corporation, partnership, joint venture or [redacted] as Environmental Law Group, PC [please state name of offeror company], and the [redacted] shareholders, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Alexander Leff	201 Filbert Street, Suite 401 San Francisco, CA 94133	100

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
None		

C. If the ownership of the offering business should change between the time this affidavit is [redacted] and the time an award is made or a contract is entered into, then I promise personally to [redacted] the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is [redacted]
Partner, if the offeror is a [redacted]
Officer, if the offeror is a [redacted]

[redacted] subscribed and sworn to before me
[redacted] day of [redacted], 201[redacted].

[redacted]

[redacted] expires: [redacted]

SEAN ROBERT [redacted]
Notary Public - State of [redacted]
County of [redacted]
My Comm. Expires [redacted]

AFFIDAVIT re NON-COLLUSION

I, [illegible] [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]: Environmental Law Group, PC.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 24 day of JULY, 2019.

SEAN ROBERT [illegible]
Notary Public
Commission Expires: [illegible]

AFFIDAVIT re NO GRATUITIES or KICKBACKS

Alexandra Teff [*state name of affiant*] being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Sustainable Environmental Law Group, PC. Affiant is an officer [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 4th day of July, 2015.

NOTARY PUBLIC

My commission expires 7-4-17

AFFIDAVIT RE: ETHICAL STANDARDS

I, [redacted], [state name of affiant signing] being first duly sworn, deposes and says that:

The affiant is, an officer [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing certified bid or proposal. To the best of affiant's knowledge, neither affiant, nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he nor she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 28 day of July, 2019.

NOTARY PUBLIC
My commission expires: 7-15-2021

SEAN ROBERT
Notary Public
Commission
My commission

[illegible]

[illegible] CONTINGENT FEES

[illegible] [*state name of affiant signing*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Environmental Law Group, PC.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 24th day of July, 2019.

NOTARY PUBLIC

My commission expires: 1-17-2015

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Offeror
Date 2-5-2019
Offeror, if an individual;
Partner, if a partnership;
Officer, if a corporation

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[✓] The offeror is a corporation, partnership, joint venture, or association known as Legal Aparentes [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Ecel Leon	Bayamón PR	20
Michael Aparentes	Bayamón PR	20
Mark Proctor	Bayamón PR	15
Troy Rafferty	Bayamón PR	15

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
NONE		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
(Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 9th day of July, 2019.

Kathleen J. Welch
NOTARY PUBLIC
My commission expires: 3/19/2023

NOTARIAL SEAL STATE OF OHIO

KATHLEEN J. WELCH
Notary Public, State of Ohio
My Commission Expires 03-19-2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NON-COLLUSION

Wesley Bowden [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Levin Papantonio.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 9th day of July, 2019.

Kathleen J. Welch
NOTARY PUBLIC
My commission expires 3/19/2023.

NOTARIAL SEAL STATE OF OHIO

KATHLEEN J. WELCH
Notary Public, State of Ohio
My Commission Expires 03-19-2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re NO GRATUITIES or KICKBACKS

Wesley Bowden [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] Levin Papantonio. Affiant is a partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 9th day of July, 2019.

Kathleen J. Welch
NOTARY PUBLIC
My commission expires 3/19/2023.

NOTARIAL SEAL STATE OF OHIO

KATHLEEN J. WELCH
Notary Public, State of Ohio
My Commission Expires 03-19-2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT RE ETHICAL STANDARDS

Wesley Bowden [*state name of affiant signing below*], being first duly sworn, deposes and says that:

The affiant is a partner of the offeror [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 9th day of July, 2019.

Kathleen J. Welch
NOTARY PUBLIC
My commission expires 3/19/2023, _____.

NOTARIAL SEAL
STATE OF OHIO

KATHLEEN J. WELCH
Notary Public, State of Ohio
My Commission Expires 03-19-2023

OFFICE OF THE ATTORNEY GENERAL OF GUAM
SOLICITATION FOR PROPOSALS – PUBLIC LAW 35-25
LEGAL SERVICES FOR LITIGATION RELATED TO PFAS CONTAMINATION

AFFIDAVIT re CONTINGENT FEES

Wesley Gordon [*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*] Levin Papantonio.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

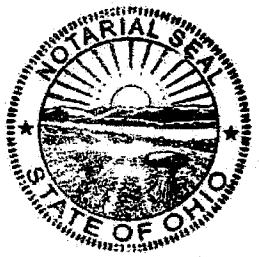
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 9th day of July, 2019.

Kathleen J. Welch
NOTARY PUBLIC
My commission expires 3/19/2023.



KATHLEEN J. WELCH
Notary Public, State of Ohio
My Commission Expires 03-19-2023

SOLICITATION RE: P.L. 35-25 - Bates 128