



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Carlton L. Johnson, Esquire
Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Johnson:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Archer & Greiner, P.C., one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

Carlton L. Johnson, Esquire

March 8, 2023

Page 2 of 3

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

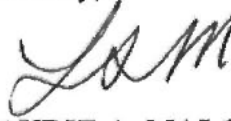
Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Carlton L. Johnson, Esquire

March 8, 2023

Page 3 of 3

Sincerely,



LAURIE A. MALONE

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Carlton L. Johnson 3/10/2023
Date

Partner
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Kimberly M. Donaldson-Smith, Esquire
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, Pennsylvania 19041
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Ms. Donaldson-Smith:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Chimicles Schwartz Kriner & Donaldson-Smith LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

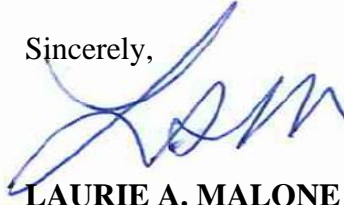
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED], along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Kimberly M. Donaldson-Smith, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____ 4/20/2023 _____
Date

PARTNER
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Steven J. Toll, Esquire
Cohen Milstein Sellers & Toll PLLC
1100 New York Avenue, N.W.
Suite 500
Washington, D.C. 20005
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Toll:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Cohen Milstein Sellers & Toll PLLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

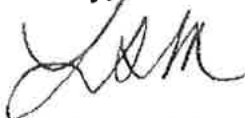
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Steven J. Toll, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Steven Toll 3/13/23
Date

Managing Partner
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Robert L. Archie, Jr., Esquire
Duane Morris, LLP
30 South 17th Street
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Archie:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Duane Morris LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

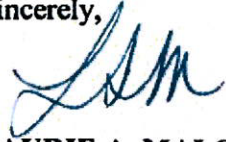
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Robert L. Archie, Jr., Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Robert L. Archie, Jr. March 13, 2023
Date
PARTNER
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Thomas J. Elliott, Esquire
Elliott Greenleaf, P.C.
925 Harvest Drive, Suite 300
Blue Bell, Pennsylvania 19422
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Elliott:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Elliott Greenleaf P.C., one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation


Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Thomas J. Elliott, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: T. J. Mitt 3.10.23
Date

 Vice-President
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

A. Michael Pratt, Esquire
Greenberg Traurig, LLP
1717 Arch Street, Suite 400
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Pratt:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Greenberg Traurig, LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

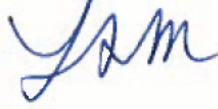
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

A. Michael Pratt, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: A. Michael Pratt 03/09/23
Date

Shareholder

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Darren J. Check, Esquire
Kessler Topaz Meltzer & Check, LLP
280 King of Prussia Road
Radnor, Pennsylvania 19087
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Check:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Kessler Topaz Meltzer & Check, LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

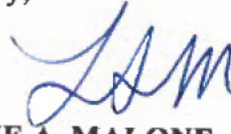
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Darren J. Check, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  4/20/2023
Date

Partner

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Gerald Lawrence, Esquire
Lowey Dannenberg, P.C.
One Tower Bridge
100 Front Street, Suite 520
West Conshohocken, Pennsylvania 19428
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Lawrence:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Lowey Dannenberg, P.C., one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

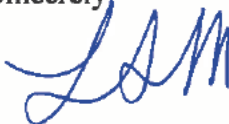
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Gerald Lawrence, Esquire
March 8, 2023
Page 3 of 3

Sincerely



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____ 3-24-2023
Date

Gerald Lawrence, Shareholder/COO

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Daniel T. Brier, Esquire
Myers, Brier & Kelly, LLP
425 Spruce Street, Suite 200
Scranton, Pennsylvania 18503
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Brier:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Myers, Brier & Kelly, LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

Daniel T. Brier, Esquire
March 8, 2023
Page 2 of 3

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

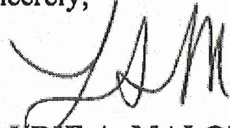
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

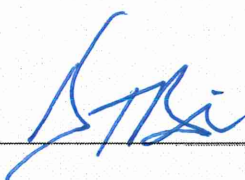
Daniel T. Brier, Esquire
March 8, 2023
Page 3 of 3

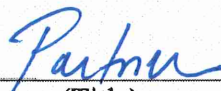
Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  3/9/23
Date


(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Donald A. Broggi, Esquire
Scott + Scott LLP
230 Park Avenue, 17th Floor
New York, New York 10169
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Mr. Broggi:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Scott + Scott LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

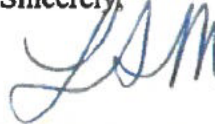
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Donald A. Broggi, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:

Donald Broggi 3/15/23
Date

Partner
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Danielle Banks, Esquire
Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Ms. Banks:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Stradley Ronon Stevens & Young, LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

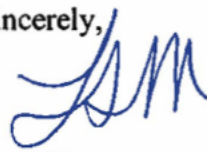
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

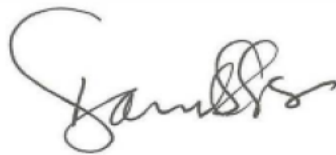
Danielle Banks, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____
Date

Partner

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Sheryl L. Axelrod, Esquire
The Axelrod Firm, P.C.
1125 Walnut Street
Philadelphia, Pennsylvania 19107
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Ms. Axelrod:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, The Axelrod Firm, P.C., one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

Sheryl L. Axelrod, Esquire

March 8, 2023

Page 2 of 3

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED], along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sheryl L. Axelrod, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Sheryl L. Axelrod _____
Date

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Linda Wong, Esquire
Wong Fleming, P.C.
1500 Market Street
12th Floor East Tower #1053
Philadelphia, Pennsylvania 19102
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Ms. Wong:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Wong Fleming, P.C., one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

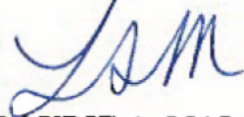
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

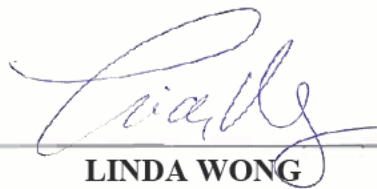
Linda Wong, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  3/9/2023
LINDA WONG Date

CEO & Partner, Wong Fleming, P.C.

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 8, 2023

Valarie J. Allen, Esquire
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-20
Governor's Office of General Counsel ("OGC")
Project: Complex Litigation & Litigation Consultants

Dear Ms. Allen:

After evaluation of your proposal in response to RFP #OGC-2022-20 Complex Litigation & Litigation Consultants, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Ballard Spahr LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for complex litigation and litigation consultant services that may arise on an *ad hoc* basis.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

At various times, the Commonwealth or its agencies may be required to initiate litigation, defend against litigation, or otherwise take exigent legal action, where the complex legal, factual, and/or technical nature of the action renders the utilization of the competitive bidding process for related legal services unfeasible, and necessitates the identification of outside counsel possessing the relevant specialized capabilities. The Firms will aid the Commonwealth in such legal matters, as further outlined below.

The Firms will assist in developing a strategy to assert or defend the Commonwealth's interests. The Firms will be expected to carry the litigation through pretrial preparation, pleadings, discovery, motions practice, and proceedings through final verdict or other disposition, settlement negotiations (if appropriate), and post-trial matters. The Firms may also be considered for handling any subsequent appeals.

The Firms may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with a copy to the Issuing Officer, Jordan M. Kiessling at [REDACTED]@pa.gov. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Valarie J. Allen, Esquire
March 8, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: _____
Date

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Talia Boyd, Legal Office Administrator, Office of General Counsel