



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Vito S. Bochicchio, Esquire  
Rulis & Bochicchio, LLC  
555 Grant Street, Suite 120  
Pittsburgh, Pennsylvania 15219  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territories 1 & 2)

Dear Mr. Bochicchio:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Rulis & Bochicchio, LLC, one of the firms ("Firms") in Territories 1 and 2, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC in Territories 1 and 2 at 14% of the contract value 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys will be billed at a rate of 120.00 per hour; Paralegals will be billed at a rate of \$55.00 per hour; travel time will be billed at \$55.00 per hour; and the copying per page rate will be \$0.15.

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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.

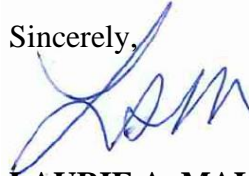
Vito S. Bochicchio, Esquire

June 17, 2024

Page 3 of 3

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.

Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Vito S. Bochicchio 6/28/2024  
Date

Owner  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Vito S. Bochicchio, Esquire  
Rulis & Bochicchio, LLC  
555 Grant Street, Suite 120  
Pittsburgh, Pennsylvania 15219  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territories 3 & 4)

Dear Mr. Bochicchio:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Rulis & Bochicchio, LLC, one of the firms ("Firms") in Territories 3 and 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with Ahmad Zaffarese LLC at 14% of the contract value and the Law Office of Nathaniel M. Holmes, LLC at 3% of the contract value in Territories 3 and 4 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.



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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

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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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.

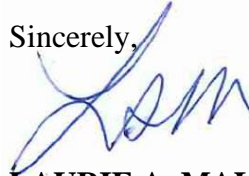
Vito S. Bochicchio, Esquire

June 17, 2024

Page 3 of 3

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.

Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Vito S. Bochicchio 6/28/2024  
Date

Owner  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Wadud Ahmad, Esquire, Ahmad Zaffarese LLC  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Wadud Ahmad, Esquire  
Ahmad Zaffarese LLC  
One South Broad Street, Suite 1810  
Philadelphia, Pennsylvania 19107  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territory 4)

Dear Mr. Ahmad:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Ahmad Zaffarese LLC, one of the firms ("Firms") in Territory 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC at 5% of the contract value 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Wadud Ahmad, Esquire

June 17, 2024

Page 2 of 3

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

## 3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys will be billed at a rate of \$130.00 per hour; Paralegals will be billed at a rate of \$60.00 per hour; travel time will be billed at \$55.00 per hour; and the copying per page rate will be \$0.15.

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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.

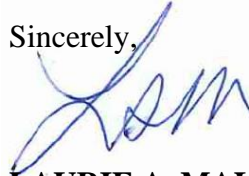
Wadud Ahmad, Esquire

June 17, 2024

Page 3 of 3

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.

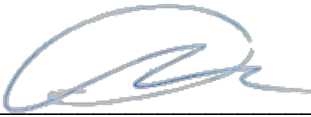
Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  \_\_\_\_\_ 6/18/24  
Date

\_\_\_\_\_  
President

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Margaret M. Hock, Esquire  
Thomson, Rhodes & Cowie, P.C.  
665 Rodi Road, Suite 301  
Pittsburgh, Pennsylvania 15235

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territory 1)

Dear Ms. Hock:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Thomson, Rhodes & Cowie, PC, one of the firms ("Firms") in Territory 1, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC at 3% of the contract value, and Berry & Associates at 3% of the contract value, 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys will be billed at a rate of \$110.00 per hour; Paralegals will be billed at a rate of \$55.00 per hour; travel time will be billed at \$55.00 per hour; and the copying per page rate will be \$0.20.

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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.



Margaret M. Hock, Esquire

June 17, 2024

Page 3 of 3

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.

Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Margaret M. Hock 6/17/24  
Date

President/Shareholder  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Eugene Berry, Esquire, Berry & Associates  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Elizabeth A. Syer-Ashmore, Esquire  
Goldfein & Joseph, P.C.  
1880 JFK Boulevard, 20<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territories 1, 2, 3 and 4)

Dear Ms. Syer-Ashmore:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Goldfein & Joseph, P.C., one of the firms ("Firms") in Territories 1, 2, 3 and 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC at 20% of the contract value 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

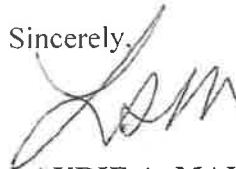
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys will be billed at a rate of 120.00 per hour; Paralegals will be billed at a rate of \$60.00 per hour; travel time will be billed at \$55.00 per hour; and the copying per page rate will be \$0.15.

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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.

Elizabeth A. Syer-Ashmore, Esquire  
June 17, 2024  
Page 3 of 3

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.

Sincerely,

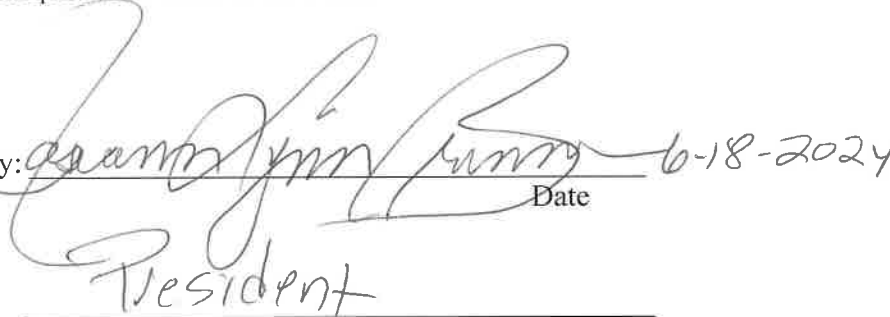


**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:



Date

6-18-2024

President

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel





COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Thomas A. Berman, Esquire  
Berman Voss  
One Bala Plaza  
Suite 616  
Bala Cynwyd, Pennsylvania 19004  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territories 1 & 4)

Dear Mr. Berman:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Berman Voss, one of the firms ("Firms") in Territories 1 & 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC at 17% of the contract value 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

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Thomas A. Berman, Esquire  
June 17, 2024  
Page 2 of 3

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2. Scope of Services

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3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys, Partners and Associates will be billed at a rate of 125.00 per hour; Paralegals will be billed at a rate of \$60.00 per hour; travel time will be billed at \$55.00 per hour; and the copying per page rate will be \$0.15.

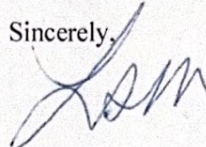
Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.



Thomas A. Berman, Esquire  
June 17, 2024  
Page 3 of 3

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.

Sincerely,



**LAURIE A. MALONE**  
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Thomas A. Berman 07/24/2024  
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  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel





COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Nathaniel M. Holmes, Esquire  
Law Office of Nathaniel M. Holmes LLC  
PO Box 4128  
Harrisburg, Pennsylvania 17111  
[REDACTED]

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territories 1, 2, 3 and 4)

Dear Mr. Holmes:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Law Office of Nathaniel M. Holmes LLC, one of the firms ("Firms") in Territories 1, 2, 3 and 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Attorneys will be billed at a rate of 130.00 per hour; Paralegals will be billed at a rate of \$60.00 per hour; and travel time will be billed at \$55.00 per hour.

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 original by mail to the Office of Administration, Office of Chief Counsel, 408 Finance Building, 613 North Street, Harrisburg, Pennsylvania 17120, Attn: Valerie Janosik-Nehilla, Deputy Chief Counsel, along with copies via email to [ogc-outsidecounsel@pa.gov](mailto:ogc-outsidecounsel@pa.gov), and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you acknowledge 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 Commonwealth of Pennsylvania. 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 may result in your Firm being dropped from this engagement.

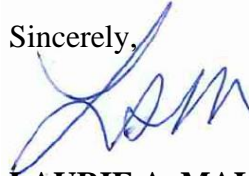
Nathaniel M. Holmes, Esquire

June 17, 2024

Page 3 of 3

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.

Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: *Nathaniel Holmes*      6/18/24  
Date

Owner  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

June 17, 2024

Jeffrey L. Zeitz, Esquire  
Sand and Saidel, P.C.  
113 South 21<sup>st</sup> Street  
Philadelphia, Pennsylvania 19103

RE: RFP OGC-2024-01  
Office of Administration  
Project: Workers' Compensation Defense Counsel (Territory 4)

Dear Mr. Zeitz:

After evaluation of your proposal in response to RFP #OGC-2024-01 Workers' Compensation Defense Counsel, by the Office of General Counsel ("OGC"), on behalf of the Office of Administration ("OA"), I hereby appoint your firm, Sand and Saidel P.C., one of the firms ("Firms") in Territory 4, to represent the Commonwealth of Pennsylvania and OA, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with the Law Office of Nathaniel M. Holmes LLC at 20% of the contract value 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 Firms to satisfy a need for workers' compensation defense counsel to defend workers' compensation claims filed by employees against Commonwealth agencies that participate in the Commonwealth's workers' compensation program. The Firms will provide a full range of legal services from consultation services to mediation services to defense litigation at all levels of the appeal process. In performing these services, the Firms will work with staff in OA Work-Related Injury Services (WRIS), the Commonwealth's third-party workers' compensation claims administrator and Commonwealth central office and field office workers' compensation coordinators.

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

Subject to modification from time to time at the direction of the General Counsel, the Chief Counsel of OA or their designee, the Firms shall represent the Commonwealth in workers' compensation matters as set forth below:

- Firms shall provide counsel to defend claims against the Commonwealth assigned to them at all stages of workers' compensation proceedings, including the appeals process, as directed by the Chief Counsel of OA or their designee.
- Firms shall work collaboratively with the claims adjuster working for the Commonwealth's third-party workers' compensation claims administrator, the work-related injury specialist or the workers' compensation coordinator representing the affected Commonwealth agency, and/or OA when developing claims handling strategies and in the resolution of claims when appropriate.

3. Compensation

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Jeffrey L. Zeitz, Esquire  
June 17, 2024  
Page 3 of 3

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.

Sincerely,  


**LAURIE A. MALONE**  
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Jeffrey Zeitz Date 6-18-24  
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  
Sandra W. Stoner, Deputy General Counsel, Office of Administration  
Amber Sizemore, Deputy General Counsel, Office of Administration  
Keith A. Herbster, Chief Counsel, Office of Administration  
Valerie Janosik-Nehilla, Deputy Chief Counsel, Office of Administration  
Nathaniel M. Holmes, Esquire, Law Office of Nathaniel M. Holmes LLC  
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel  
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel