



**PINAL COUNTY**  
wide open opportunity

## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Senior Partner
Authorized Signature	Title
Michael Warzynski	March 25, 2016
Printed Name	Date
Jardine Baker Hickman & Houston PLLC	(602) 532-5248
Company Name	Telephone
3300 N. Central Ave., Suite 2600	Phoenix, AZ 85012
Address	City, State, Zip

For clarification of this offer, contact:

Name: Michael Warzynski Phone: (602) 532-5248 Fax: (602) 200-9114

Email: mwarzynski@jbhhlaw.com

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 1st day of June 2016.

<u>Todd House</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form:  
  
Pinal County Attorney's Office



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### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

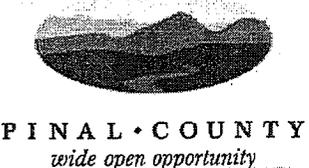
- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Jardine Baker Hickman & Houston, PLLC

Firm

Authorized Signature

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	<b>ROQ – 151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

("Contractor"), with its principal place of business at (address)

**AND**

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

**SECTION 1. PURPOSE AND SCOPE**

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

**SECTION 2. TERM**

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

**SECTION 3. PRICING AND PAYMENT TERMS**

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

**SECTION 4. INSURANCE**

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



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Specialty Legal Services

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Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

#### **SECTION 5. SUBCONTRACTOR INSURANCE**

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

#### **SECTION 6. INDEMNIFICATION**

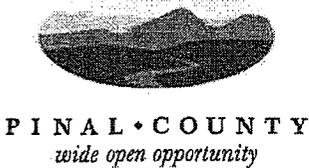
In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

#### **SECTION 7. NOTICE OF CLAIM**

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

#### **SECTION 8. CLAIMS/LIMITATION OF ACTION**

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

	<b>ROQ – 151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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this Contract unless such action shall be commenced within one year of the termination of this Contract.

**SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT**

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

**SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS**

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

**SECTION 11. DISPUTE RESOLUTION**

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

**SECTION 12. MISCELLANEOUS**

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.

 <p><b>PINAL COUNTY</b> <i>wide open opportunity</i></p>	<p><b>ROQ – 151721</b> <b>Specialty Legal Services</b></p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

 <p><b>PINAL COUNTY</b> <i>wide open opportunity</i></p>	<p align="center"><b>ROQ – 151721</b> <b>Specialty Legal Services</b></p>	<p align="right">Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**MODIFICATIONS** to this Contract shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract for Professional Services as of the 29th day of March, 2016.

**CONTRACTOR**



By: Michael Warzynski

Title: Senior Partner

Date: March 25, 2016

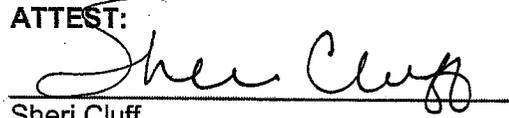
**PINAL COUNTY**



Todd House, Chairman  
Board of Supervisors

Date: 6/1/16

**ATTEST:**



Sheri Cluff  
Clerk of the Board



**Approved as to Form:**

  
Chris Keller, Deputy County Attorney

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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## SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ \$165.00 will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. (NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Michael Warzynski  
Jardine Baker Hickman & Houston, PLLC  
3300 N. Central Avenue, Suite 2600  
Phoenix, AZ 85012  
(602) 532-5248  
[mwarzynski@jbhhlaw.com](mailto:mwarzynski@jbhhlaw.com)

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## PRICING SCHEDULE

SENIOR PARTNER: \$165.00  
PARALEGAL: \$90.00



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# Addendum Acknowledgement Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

## ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:  
<http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement \_\_\_\_\_

Signature

March 25, 2016

Date

ADDENDUM NO. 2 Acknowledgement \_\_\_\_\_

Signature

Date

ADDENDUM NO. 3 Acknowledgement \_\_\_\_\_

Signature

Date

**If no addendums were issued**, indicate below, sign the form and return with your response.

Jardine Baker Hickman & Houston, PLLC

Firm

Authorized Signature



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## Responder's Checklist

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 33 &amp; 34 of this solicitation.</i>	Yes
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	Yes
Did you include any necessary attachments?	Yes
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	Yes
Did you include proof of insurance(s) if requested?	Yes

 <p><b>PINAL • COUNTY</b> <i>wide open opportunity</i></p>	<p><b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b></p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**Responder Name: *Responder Response***

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

**Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.**

**Acceptability of Responses**

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

**1 Responders Profile**

1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Jardine Baker Hickman & Houston, PLLC

Mailing Address: 3300 N. Central Avenue, Suite 2600

City: Phoenix State: AZ Zip Code: 85012

Representative Name: Michael Warzynski Title: Senior Partner

Phone Number: 602-532-5248 Fax Number: 602-200-9114

Email Address: mwarzynski@jbhhlaw.com

1.2 Provide the number of years local servicing office has been working with County/State Agency Clients.

14 years

1.3 How many years of experience does the local Respondent have: 26 years

1.4 How many years of experience does the key employee have: 26 years

1.5 Will a Business Liaison be assigned to our account? Yes \_\_\_\_\_ No X

If yes, identify who: \_\_\_\_\_



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**Response Form 1  
ROQ-151721  
Specialty Legal Services**

Pinal County  
Finance Department  
31 N. Pinal St.  
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Liaison Phone: \_\_\_\_\_

Liaison Email Address: \_\_\_\_\_

How many years of experience does Liaison have handling public entity clients? \_\_\_\_\_ years

**2 Areas of Practice**

Respondent shall indicate the areas of practice they meet the mandatory requirements for (see Section 2.1 of Statement of Work).

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice	X	
Attorney conduct and professionalism	X	
Bond and disclosure counsel		X
Collections and bankruptcy		X
Commercial transactions and litigation	X	
Construction litigation	X	
Contractual liability defense	X	
Election and voter registration law		X
Eminent domain and relocation		X
Environmental law	X*	
Federal and State taxation matters		X
General governmental practice (open meetings, public records, etc.)	X	
General litigation	X	
Health care, including public health and managed care		X
Housing		X
Immigration law		X



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**Response Form 1  
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Infrastructure design		<b>X</b>
Insurance contracts	<b>X</b>	
Intellectual property		<b>X</b>
Labor law and enforcement		<b>X</b>
Land use		<b>X</b>
Legislative matters		<b>X</b>
Medical malpractice	<b>X</b>	
Mental Health	<b>X</b>	
Planning and zoning		<b>X</b>
Probate litigation	<b>X</b>	
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		<b>X</b>
Public contracts and procurement		<b>X</b>
Public official liability	<b>X</b>	
Public fiduciary	<b>X</b>	
Real estate transactions		<b>X</b>
Road design, construction or maintenance liability	<b>X</b>	
Section 1983 civil rights defense	<b>X</b>	
Special taxing district law		<b>X</b>
Tort liability	<b>X</b>	

**\*Environmental Law: Limited to water law, both water rights and liabilities caused by water.**



**PINAL • COUNTY**  
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**Response Form 1  
ROQ-151721  
Specialty Legal Services**

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

**3 References**

Please list a MINIMUM of three (3), preferably five (5), clients for whom you have performed services similar to the Statement of Work in this solicitation.

1. Company Name: Arizona Counties Insurance Pool  
Address: 1905 West Washington Street. #200, Phoenix, AZ 85009  
Contact Person: Cynthia Maalouf  
Phone: 602-452-4533 Email Address: cynthia@aciponline.org  
Project Name: \_\_\_\_\_
  
2. Company Name: Maricopa County  
Address: 301 W. Jefferson Street. Suite 800. Phoenix, AZ 85003  
Contact Person: Kathleen Kolm  
Phone: (602) 506-6188 Email Address: kolmk@mail.maricopa.gov  
Project Name: \_\_\_\_\_
  
3. Company Name: Yuma County  
Address: 145 S. 2nd Avenue, Yuma, AZ 85364  
Contact Person: Shannon Gunderman  
Phone: 928-373-1137 Email Address: shannon.gunderman@yumacountyaz.gov  
Project Name: \_\_\_\_\_
  
4. Company Name: State of Arizona, Office of the Attorney General  
Address: 1275 W. Washington Street, Phoenix, AZ 85007  
Contact Person: Terry Harrison  
Phone: (602) 542-7680 Email Address: terry.harrison@azag.gov  
Project Name: \_\_\_\_\_
  
5. Company Name: State of Arizona, Risk Management  
Address: 100 N. 15th Ave., Suite 301, Phoenix, AZ 85007  
Contact Person: Liz Pence  
Phone: 602-542-2182 Email Address: liz.pence@azdoa.gov  
Project Name: \_\_\_\_\_



**P I N A L • C O U N T Y**  
*wide open opportunity*

**Response Form 1  
ROQ-151721  
Specialty Legal Services**

Pinal County  
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**4 Prior Experience**

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

***Responder Response***

**5. Resumes**

Please provide resumes for each professional who will assist in providing services or be a member of the project team. Resumes must include qualifications and experience of each professional. (Additional pages may be used if necessary)

***Responder Response***

**End of Response Form 1 for ROQ - 151721 Specialty Legal Services**

Michael Warzynski  
Jardine Baker Hickman & Houston, PLLC  
3300 N. Central Avenue, Suite 2600  
Phoenix, Arizona 85021  
Phone: (602) 532-5248  
Fax: (602) 200-9114  
Email: [mwarzynski@jbhhlaw.com](mailto:mwarzynski@jbhhlaw.com)

**PRIOR EXPERIENCE**

**County Cases**

Case Name: Brevick v. Yavapai County  
Case No.: Yavapai County Superior Court No. P1300-CV2013-00651  
Case Type: front end loader/pedestrian accident-jury trial  
Completion Date: 03/2016

Case Name: Holtz v. Pinal County  
Case No.: Pinal County Superior Court No. CV2013-02133  
Case Type: Public records request - trial  
Completion Date: Ongoing

Case Name: Christensen v. Mohave County  
Case No.: Mohave County Superior Court No. CV2013-01252  
Case Type: MVA  
Completion Date: 3/25/2015

Case Name: Banuelos v. Navajo County  
Case No.: WC2013-014503  
Case Type: Worker's comp subro.  
Completion Date: 8/2014

Case Name: Kimm v. La Paz County  
Case No.: Federal District Court No. 2:14-cv-01966  
Case Type: Sec. 1983  
Completion Date: Ongoing

Case Name: Crinan v. Mohave County  
Case No.: Mohave County Superior Court No. CV2015-04119  
Case Type: Sheriff's transport injury  
Completion Date: 2/11/2016

Case Name: Pinal County v. Keys  
Case No.: Pinal County Superior Court No. S1100-CV2013-00841  
Case Type: Worker's comp. lien  
Completion Date: 03/11/2014

## County Cases

Case Name: Clabaugh v. Yuma County  
Case No.: Federal District Court No. 2:13-cv-01061  
Case Type: Sheriff's Deputy wrongful discharge  
Completion Date: Ongoing/9<sup>th</sup> Circuit Court of Appeals

Case Name: Clifford Brown v. Yuma County  
Case No.: Yuma County Superior Court No. S1400CV2010-01417  
Case Type: Worker's comp. lien  
Completion Date: 4/22/2013

Case Name: Velasquez v. Logan (Office of Public Defender Services)  
Case No.: Federal District Court No. 2:14-cv-00941  
Case Type: Sec. 1983  
Completion Date: Ongoing

Case Name: Harris v. Rosales (Public Defender's Office)  
Case No.: Maricopa County Superior Court No. CV2014-007021  
Case Type: Legal Malpractice  
Completion Date: Ongoing

Case Name: Fuller v. Officer of Legal Defender  
Case No.: Maricopa County Superior Court No. CV2015-005298  
Case Type: Legal Malpractice  
Completion Date: Ongoing/AZ Court of Appeals, Division One

Case Name: Bradford v. Maricopa County  
Case No.: Federal District Court No. 2:14-CV-02585  
Case Type: Sec. 1983  
Completion Date: Ongoing/Judgment in favor of Maricopa County filed 11/10/2015

Case Name: Davis v. Van Sickle (Office of Public Defender Services)  
Case No.: Maricopa County Superior Court No. CV2015-007357  
Case Type: Legal Malpractice  
Completion Date: Ongoing

Case Name: Kemp v. Logan (Office of Public Defender Services)  
Case No.: Federal District Court No. 2:15-cv-01784  
Case Type: Sec. 1983  
Completion Date: Ongoing

Case Name: Tolano v. Quesada (Public Defenders Office)  
Case No.: Maricopa County Superior Court No. CV2015-005176  
Case Type: Legal Malpractice  
Completion Date: Ongoing

### County Cases

Case Name: Insurance Company of the West v. Maricopa County (Walters)  
Case No.: Maricopa County Superior Court No. CV2007-003947  
Case Type: Insurance Coverage – Jury Trial  
Completion Date: August 2013

Case Name: Michael Thomas Petramala v. Maricopa County Superior Court  
Case No.: PB2006-002295, 1 CA-CV 11-0217, 1 CA-CV 12-0041, 1 CA-CV 12-0363  
Case Type: Most Involved Example of Pub. Fid. Cases  
Completion Date: 04/2015

### State of Arizona

Case Name: Lunney v. State of Arizona (ADOT and DPS)  
Case No.: Maricopa County Superior Court No. CV2013-096220  
Case Type: MVA Wrongful Death  
Completion Date: Ongoing

Case Name: Lunney v. State of Arizona  
Case No.: Maricopa County Superior Court No. CV2015-003081  
Case Type: Public Records Requests  
Completion Date: Ongoing

Case Name: Darden v. Goodyear  
Case No.: ICA Claim #: 20131-070419  
Case Type: Worker's Comp. Lien – 3 lawsuits, 6 injured workers  
Completion Date: Ongoing

Case Name: Gilbert v. State of Arizona Dept. of Transportation  
Case No.: Federal District Court No. CV04-0298  
Case Type: Employment Discrimination Case  
Completion Date: 5/21/2007

Case Name: Fraley v. State of Arizona  
Case No.: Maricopa County Superior Court No. CV2006-000681  
Case Type: Worker's Comp. Lien  
Completion Date: 10/2014

### Cities and Towns

Case Name: Lewis v. Town of Payson  
Case No.: Federal District Court No. 2:12-cv-1881  
Case Type: Sec. 1983  
Completion Date: 5/5/2015

## Cities and Towns

Case Name: Bilson v. City of Globe  
Case No.: Gila County Superior Court No. CV 2014-00109  
Case Type: Trip and Fall  
Completion Date: Ongoing/jury trial reset to 8/2/16

Case Name: Harwood v. City of Maricopa  
Case No.: Pinal County Justice Court No. CV2014-842  
Case Type: MVA  
Completion Date: 9/25/2014

Case Name: Olguin v. City of Coolidge  
Case No.: Pinal County Superior Court No. S1100-CV2015-00297  
Case Type: Motorcycle MVA  
Completion Date: Ongoing/Jury Trial set for 10/18/2016

Case Name: Dominguez v. Town of Queen Creek  
Case No.: Maricopa County Superior Court No. CV2011-011379  
Case Type: Vehicle/Bicycle Accident  
Completion Date: 3/25/2013

Case Name: Rhein v. Town of Superior  
Case No.: Pinal County Superior Court Case No. CV2011-04261  
Case Type: Slip & Fall  
Completion Date: 2/14/2013

Case Name: Zeller v. City of Surprise  
Case No.: Maricopa County Superior Court No. CV2012-000225  
Case Type: PL fell off bridge in order to avoid vehicle accident  
Completion Date: 5/29/2012

Case Name: Torres v. City of Surprise  
Case No.: Maricopa County Superior Court No. CV2012-090367  
Case Type: Work crew inmate injured when jumped off work trailer  
Completion Date: 2/22/2013

Case Name: McCormick v. City of Surprise  
Case No.: Maricopa County Superior Court No. CV2012-010789  
Case Type: MVA  
Completion Date: 4/29/2013

Case Name: Reece v. Town of Florence  
Case No.: Pinal County Superior Court No. CV2012-00941  
Case Type: Trip and Fall  
Completion Date: 10/13/2014

Case Name: Ditton v. Town of Guadalupe  
Case No.: Maricopa County Superior Court No. CV2012-095865  
Case Type: MVA  
Completion Date: 3/14/2013

Case Name: Reynaga v. Town of Queen Creek  
Case No.: Pinal County Superior Court No. CV2012-01922  
Case Type: MVA  
Completion Date: 11/29/2012

Case Name: Fairfield v. Casa Grande  
Case No.: Pinal County Superior Court No. CV 2012-03278  
Case Type: Trip and Fall  
Completion Date: 1/13/2014

Case Name: Studt v. City of Tolleson  
Case No.: Agua Fria Justice Court No. CC2013001828 RC  
Case Type: Wrongful Arrest  
Completion Date: 5/8/2013

Case Name: Anderson v. Town of Youngtown  
Case No.: Maricopa County Superior Court No. CV2012-057035  
Case Type: Trip and Fall  
Completion Date: 9/4/2013

Case Name: Swensen v. Town of Fountain Hills  
Case No.: Maricopa County Superior Court No. CV2013-050615  
Case Type: Roadway Design  
Completion Date: 12/11/2013

Case Name: Stauffer v. Payson Police Department  
Case No.: Gila County Superior Court No. CV2013-00214  
Case Type: Wrongful Arrest  
Completion Date: 12/2013

Case Name: Aguilar v. Town of Miami  
Case No.: Gila County Superior Court No. CV2013-00192  
Case Type: Trip and Fall  
Completion Date: 3/2/2015

Case Name: Shrum v. City of Surprise  
Case No.: Maricopa County Superior Court No. CV2013-014009  
Case Type: Trip and Fall  
Completion Date: 2/4/2014

Case Name: Bertot v. City of Surprise  
Case No.: Maricopa County Superior Court No. CV2014-052833  
Case Type: Trip and Fall  
Completion Date: 9/2/2014

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**Practice Areas:** Government Liability Defense including Sec. 1983; Commercial Litigation; General Litigation; Mental Health; Medical Malpractice; Products Liability; Insurance Coverage; Construction Defects; Employment; Water Law; Subrogation; Ethics; Appeals.

**Admitted:** 1989, Arizona; 1992, U.S. District Court, District of Arizona.

**Law School:** Sandra Day O'Connor School of Law, Arizona State Univ., 1989; Pedrick Scholar 1987-89.

**College:** University of Wisconsin-Madison, 1985; Bachelor of Arts; Majors in Psychology and Sociology; Certification in Criminal Justice Studies.

**Professional Positions:** Jardine, Baker, Hickman, Houston 2002-Present; Arizona Attorney General's Office Civil Division 1993-2002; Scottsdale City Prosecutor's Office 1989-1993; Judicial Law Clerk for the Honorable Edward C. Voss of the Arizona Court of Appeals 1989-90.

Mike graduated from Sandra Day O'Connor School of Law at Arizona State University in 1989 where he was a Willard H. Pedrick Scholar. He received his Bachelor of Arts degree from the University of Wisconsin-Madison in 1985. He majored in Psychology and Sociology, with a Certificate in Criminal Justice Studies.

After clerking for the Honorable Edward C. Voss of the Arizona Court of Appeals, Mike worked at the City of Scottsdale from 1990 to 1993 in the City Prosecutor's Office. Mike then joined the Civil Division of the Arizona Attorney General's Office where he worked for the next nine-plus years before he joined Jardine, Baker, Hickman, Houston in July 2002. Mike has been a partner in the firm since 2007.

During his tenure at the Attorney General's Office, Mike worked on a wide variety of civil litigation matters involving the State of Arizona, its officers, and several different agencies. Mike handled the defense of general civil and Section 1983 claims; roadway design, safety construction, and maintenance; flood control or water release claims; water rights claims; general tort claims; public records request litigation; employment termination claims; and one multi-million dollar defamation claim against Arizona Department of Mines. Mike also regularly defended high level state government officials in special actions or civil matters alleging negligent or improper conduct.

Since joining the firm, Mike has been called upon to act as outside counsel for the State of Arizona; various Arizona counties; a number of Arizona cities and towns; and many departments and agencies of such entities, as well as the elected officials and employees of the same. For several years, Mike represented the Public Fiduciary of one Arizona County in both probate court and the appellate courts. Additionally, Mike is on a panel of attorneys assigned to provide legal services to county residents in uncontested adoptions. Mike has also represented various business interests that provide

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services to governmental entities. Mike has provided general legal advice and litigation services for medical providers, including a large, Phoenix-area hospital group. Mike also handles a variety of subrogation and lien related matters for various self-insured, including government entities, and insurance companies providing worker's compensation benefits.

Mike has consistently worked as a litigator since joining JBHH. Mike, along with his law partner, Brad Jardine, represented a private fire company in a variety of high-end fire loss cases. Mike was also retained by private insurance interests to work on two other large-scale fire losses involving commercial property. For an Arizona county, Mike tried to a jury an insurance declaratory action matter resulting in a verdict in favor of the county. Mike's former work in construction trades before becoming an attorney lends itself to his representation of subcontractors in construction defects cases. Mike has also worked on more intricate construction cases involving the roof collapse of a major retailer and water discharge issues resulting from changes in water flow resulting from construction projects at a Phoenix golf course. Throughout his career, Mike has handled high-end vehicular traffic cases involving claims of wrongful death or catastrophic injury. These cases have ranged from claims involving design, construction, and maintenance of roads and highways to commercial trucking cases. Mike has also represented governmental attorneys before the Arizona State Bar. In his earlier practice, Mike served for several years on the Arizona Attorney General's Ethics Committee and taught ethics courses, provided ethics advice, and authored a section on special rules concerning *ex parte* communications for governmental attorneys contained in Arizona Attorney General's Legal Ethics Handbook.

Mike has been privileged to try several cases involving claims of multi-million dollar losses. One such case Mike tried with his deceased law partner, Gerry Hickman, resulted in special recognition by the Arizona Attorney magazine as a "notable" defensive verdict case in the particular year the case was tried. A second "notable" defense verdict was awarded for the insurance declaratory action case.

In addition to the wide array of issues Mike has dealt with at the trial level, he has also worked on numerous appeals throughout his career. Mike has authored no less than a dozen Ninth Circuit Court of Appeals briefs while he was with the Arizona Attorney General's Office. At the state court level, Mike regularly represented both the City of Scottsdale and the State of Arizona in appellate matters. Mike currently handles a number of appeals matters for an Arizona county and a variety of other appeals for different clients. Mike was involved in an appeal to the Third Circuit Court of Appeals involving a client sued in the New Jersey Federal District Court. Mike also has an ongoing Ninth Circuit Court of Appeals matter concerning a deputy sheriff's wrongful discharge claim.