



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.

	General Counsel
Authorized Signature	Title
James J. Osborne	3.25.16
Printed Name	Date
Jones, Skelton & Hochuli, PLC	602.263.1700
Company Name	Telephone
40 N Central, Suite 2700	Phoenix, AZ 85004
Address	City, State, Zip

For clarification of this offer, contact:

Name: Georgia Staton Phone: 602.263.1752 Fax: 602.200.7854

Email: gstaton@jshfirm.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

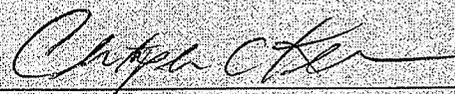
The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by 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 Hulse</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form: 
Pinal County Attorney's Office



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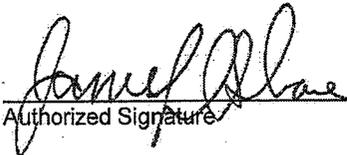
OFFER AND ACCEPTANCE FORM – Page 2

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.

Jones, Skelton & Hochuli, PLC

Firm


Authorized Signature

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p align="center">ROQ – 151721 Specialty Legal Services</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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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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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

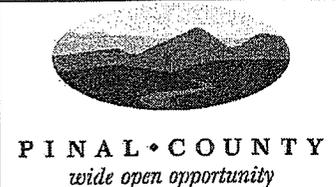
In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, 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

	ROQ – 151721 Specialty Legal Services	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.



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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.



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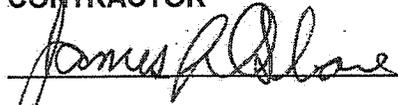
ROQ - 151721
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MODIFICATIONS to this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Professional Services as of the 1st day of June, 2016.

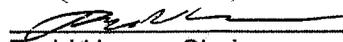
CONTRACTOR



By: James J. Osborne
General Counsel

Date: 3-28-16

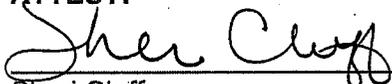
PINAL COUNTY



Todd House, Chairman
Board of Supervisors

Date: 6/1/16

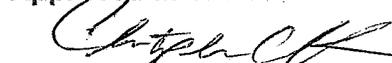
ATTEST:



Sheri Cluff
Clerk of the Board



Approved as to Form:



Chris Keller, Deputy County Attorney



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**ROQ – 151721
Specialty Legal Services**

Pinal County
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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ _____ (See below) _____ 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.)

JSH is willing to provide legal services according to the hourly rates set forth below, effective for three years after the commencement of this contract:

TITLE	HOURLY RATE
Senior Partner (16 plus years of experience)	\$225
Partner (10 – 16 years of experience)	\$215
Senior Associate or Of Counsel (5 – 10 years of experience)	\$195
Associate (0 – 5 years of experience)	\$185
Paralegal/ Administrative Support	\$100

We proposed the following rates for all cases deemed non-complex, which generally exclude §1983/civil rights, wrongful death, employment, and appellate matters.

TITLE	HOURLY RATE
Senior Partner (16 plus years of experience)	\$195
Partner (10 – 16 years of experience)	\$190
Senior Associate or Of Counsel (5 – 10 years of experience)	\$185
Associate (0 – 5 years of experience)	\$180
Paralegal/ Administrative Support	\$95

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PINAL COUNTY ATTORNEY'S OFFICE

RESPONSE TO REVIEW OF QUALIFICATIONS #151721 SPECIALTY LEGAL SERVICES

Responder Name: Jones, Skelton & Hochuli, P.L.C.
40 North Central Avenue, Suite 2700, Phoenix, Arizona 85004
602.263.1700 • www.jshfirm.com

Solicitation Contact Person: Georgia A. Staton, Partner
602.263.1752 • gstaton@jshfirm.com

Proposal Submitted: March 29, 2016

Proposal Closing Date: March 29, 2016 at 2:00 PM

Contract Period: Initial period is July 1, 2016 through June 30, 2017. The contract shall be automatically renewed for four, one year terms at the discretion of the County.

SECTION 1

Offer & Acceptance Form
Addendum Acknowledgment Form
W-9 Form
Responder's Checklist



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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.

	General Counsel
Authorized Signature	Title
James J. Osborne	3.25.16
Printed Name	Date
Jones, Skelton & Hochuli, PLC	602.263.1700
Company Name	Telephone
40 N Central, Suite 2700	Phoenix, AZ 85004
Address	City, State, Zip

For clarification of this offer, contact:

Name: Georgia Staton Phone: 602.263.1752 Fax: 602.200.7854

Email: gstaton@jshfirm.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 _____ day of _____ 2016.

_____	_____	_____
Name (Print)	Title	Signature

Approved as to form:

Pinal County Attorney's Office



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Offer and Acceptance

Pinal County
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31 N. Pinal St.
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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.

Jones, Skelton & Hochuli, PLC

Firm

Authorized Signature



PINAL COUNTY
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Addendum Acknowledgement Form

Pinal County
Finance Department
31 N. Pinal St.
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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

3.17.16

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.

Jones, Skelton & Hochuli, PLC

Firm

Authorized Signature

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ-151721 Specialty Legal Services Addendum One</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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ADDENDUM ONE

In accordance with the Pinal County Procurement Code PC1-330(D), the Solicitation is hereby amended as described herein.

1. Revise on page thirteen Scope of Services section 2.1:

Change from: *“Labor law and enforcement”*

Change to: *“Labor law and employment”*

All other instructions, terms and conditions remain unchanged.

END OF ADDENDUM ONE



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 sign your Offer sheet? <i>See Page 33 & 34 of this solicitation.</i>	
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>	
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>	
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	
Did you include any necessary attachments?	
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>	
Did you include proof of insurance(s) if requested?	

SECTION 2

Response Form 1

	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Responder Name: *Jones, Skelton & Hochuli, PLC*

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: Jones, Skelton & Hochuli, PLC

Mailing Address: 40 North Central Avenue, Suite 2700

Phoenix, Arizona 85004

Representative Name: James J. Osborne, General Counsel/Partner

Phone Number: 602.263.7337 Fax Number: 602.200.7843

Email Address: josborne@jshfirm.com

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

33 years

- 1.3 How many years of experience does the local Respondent have: 33 years

- 1.4 How many years of experience does the key employee have: 42 years

- 1.5 Will a Business Liaison be assigned to our account? Yes

If yes, identify who: Georgia A. Staton, Partner

Liaison Phone: 602.263.1752

Liaison Email Address: gstaton@jshfirm.com

How many years of experience does Liaison have handling public entity clients? 42 years



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

Pinal County
Finance Department
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Florence, AZ 85132

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

	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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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	
Contact Person: Bill Hardy	Phone: 602.452.4522
Title: Executive Director	Email: bill@aciponline.org
Address: 1905 West Washington Street, Suite 200, Phoenix, AZ 85009	
Project Name: We have handled a wide variety of legal matters for this entity, such as employment matters, including but not limited to EEOC Complaints, Title VII discrimination lawsuits, and wrongful terminations. We have also defended law enforcement agencies and correctional facilities in § 1983 civil rights cases arising from claims of false arrest, malicious prosecution, excessive force, racial profiling, and failure to protect claims. We have also defend catastrophic personal injury cases arising from officer-involved-shootings, inmate deaths and suicides, and roadway design matters, etc.	

2. Company Name: MARICOPA COUNTY	
Contact Person: Doug Irish	Phone: 602.506.6173
Title: Chief, Civil Services Division Special Assistant for Intergovernmental Relations	Email: irishd@mcao.maricopa.gov
Address: 222 North Central Ave, Suite 1100, Phoenix, Arizona 85004	
Project Name: We have handled a wide variety of legal matters for this entity, such as employment matters, including but not limited to EEOC Complaints, Title VII discrimination lawsuits, and wrongful terminations. We have also defended law enforcement agencies and correctional facilities in § 1983 civil rights cases arising from claims of false arrest, malicious prosecution, excessive force, racial profiling, and failure to protect claims. We have also defend catastrophic personal injury cases arising from officer-involved-shootings, inmate deaths and suicides, and roadway design matters, etc.	

3. Company Name: YAVAPAI COUNTY	
Contact Person: Jack Fields	Phone: 928.771.3200
Title: Assistant County Administrator	Email: jack.fields@yavapai.us
Address: 1015 Fair Street Prescott, AZ 86305	
Project Name: We have handled a wide variety of legal matters for this entity, such as employment matters, including but not limited to EEOC Complaints, Title VII discrimination lawsuits, and wrongful terminations. We have also defended law enforcement agencies and correctional facilities in § 1983 civil rights cases arising from claims of false arrest, malicious prosecution, excessive force, racial profiling, and failure to protect claims. We have also defend catastrophic personal injury cases arising from officer-involved-shootings, inmate deaths and suicides, and roadway design matters, etc.	



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

Pinal County
Finance Department
31 N. Pinal St.
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Florence, AZ 85132

4. Company Name: CITY OF PHOENIX	
Contact Person: Sharon Haynes	Phone: 602.262.4563
Title: Assistant City Attorney	Email: sharon.haynes@phoenix.gov
Address: 200 West Washington Street, Suite 1300, Phoenix, AZ 85003	
Project Name: We have handled a wide variety of legal matters for this entity, such as employment matters, including but not limited to EEOC Complaints, Title VII discrimination lawsuits, and wrongful terminations. We have also defended law enforcement agencies and correctional facilities in § 1983 civil rights cases arising from claims of false arrest, malicious prosecution, excessive force, racial profiling, and failure to protect claims. We have also defend catastrophic personal injury cases arising from officer-involved-shootings, inmate deaths and suicides, and roadway design matters, etc.	

5. Company Name: ARIZONA SCHOOL RISK RETENTION TRUST (THE TRUST)	
Contact Person: Larry Ward	Phone: 602.266.4911
Title: Trust Examiner/Senior Claims Consultant	Email: lward@the-trust.org
Address: 333 East Osborn Road, Suite 300, Phoenix, AZ 85012	
Project Name: We have handled a wide variety of legal matters for this entity, such as employment matters, including but not limited to EEOC Complaints, Title VII discrimination lawsuits, and wrongful terminations. We have also defended law enforcement agencies and correctional facilities in § 1983 civil rights cases arising from claims of false arrest, malicious prosecution, excessive force, racial profiling, and failure to protect claims. We have also defend catastrophic personal injury cases arising from officer-involved-shootings, inmate deaths and suicides, and roadway design matters, etc.	

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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)

We have handled thousands of legal matters for cities and counties across Arizona that are relevant to the County. This is a small sampling of the more notable cases we have handled (in order by start date):

Client: Travelers Insurance Co

Case Description: *Moreno v. Grand Canyon Univ.* (Superior Court, County of Maricopa, CV2015-009265) (Employment Law, Breach of employment contract case). A former student sued GCU alleging a breach of the student handbook and challenged the manner in which discipline was imposed. The case was dismissed after a Motion to Dismiss was granted.

Approximate Date: Nov 2015 – Mar 2016

JSH Attorneys: Michele Molinario, Erica J. Spurlock

Client: City of Phoenix

Case Description: *Daily v. City of Phoenix* –42 U.S.C § 1983 Police Shooting, Wrongful Death

Approximate Date: June 2015 – currently open

JSH Attorneys: John T. Masterson, Joseph J. Popolizio, Justin M. Ackerman, Jacob L. Speckhard

Client: City of Yuma

Case Description: *Elam v. County of Apache* – Excessive Force– (CV-15-08304-PCT-PGR). Plaintiff claimed that he was injured during an arrest conducted by a narcotics task force. Plaintiff alleged excessive force was used during the arrest. Plaintiff voluntarily dismissed his claims with prejudice.

Approximate Date: March 2015

JSH Attorneys: Michele Molinario

Client: Maricopa County

Case Description: *Atencio v. Maricopa County* – Wrongful Death. The Plaintiff (Mr. Atencio’s Estate and the parents and children of Marty Atencio) filed this lawsuit against Phoenix Police Department and the medial personnel employed by the Maricopa County Sheriff’s Office. In December 2011, Mr. Atencio was arrested for assault. While being processed, a struggle in the Fourth Avenue Jail occurred where Mr. Atencio failed to cooperate with police officers and jail personnel. After MCSO deputies took control of Mr. Atencio, deputies handcuffed him and transferred him to a safe cell where he died of cardiac arrest.

Approximate Date: January 2015 – currently on Appeal

JSH Attorneys: Georgia A. Staton

Client: Arizona Counties Insurance Pool

Case Description: *Watson v. Yavapai County* – Wrongful Termination and Discrimination. Plaintiff Watson was an employee of the County Assessor’s Office. She is claiming the County discriminated and retaliated against her for reasons relating to the American’s with Disabilities Act and was subject to a hostile work environment. Between 2011 and 2013, she began a course of unexcused absences, insubordination, and abuse and disruption at her work place. Despite receiving numerous warnings and attempts to correct her

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behavior she continued to disobey and challenge reasonable directives. She ultimately was terminated for insubordination and for being abusive in attitude and behavior.

Approximate Date: Dec 2014 – currently open

JSH Attorneys: Georgia A. Staton, Gordon Lewis

Client: City of Flagstaff

Case Description: *Shurts v. City of Flagstaff* – Civil Rights §1983 and Personal Injury. False Arrest and excessive force case.

Approximate Date: Jul 2014 – Jun 2015

JSH Attorneys: John T. Masterson, Joseph J. Popolizio, Justin M. Ackerman, Jacob L. Speckhard, Amelia A. Esber

Client: City of Yuma

Case Description: *Chelius v. City of Yuma* (Federal court) (CV-13-02543-PHX-DLR) (Section 1983 False arrest)

Approximate Date: May 2014 – Oct 2015

JSH Attorneys: Michele Molinaro, Lori L. Voepel, Justin M. Ackerman, Amelia A. Esber

Plaintiff was arrested for domestic violence. The victim recanted her testimony and claimed that the City Police Officer lied and fabricated her statement. Plaintiff claimed that as a result of the arrest he lost his security clearance, which interfered with his livelihood. Summary Judgment granted in favor of the City and the City Officer.

Client: Arizona Counties Insurance Pool

Client: Arizona Counties Insurance Pool

Case Description: *Nixon v. Mohave County* (Federal Court) (CV-08031-HRH) (Employment Law, Title VII Discrimination). Plaintiff, a male, alleged that he was discriminated against because of his sex. He claimed that the female employees conspired against him and concocted complaints of sexual harassment. The County was granted Summary Judgment in its favor.

Approximate Date: Mar 2014 – Jul 2015

JSH Attorneys: Michele Molinaro

Client: City of Phoenix

Case Description: *Garcia v. City of Phoenix et al.* (CV14-00215-PHX-SRB) (1983 action involving false arrest, equal protection (racial profiling) and failure to train.)

Plaintiff was cited for a traffic violation. Plaintiff alleged that the only reason he was pulled-over was because he was Hispanic. He claimed the subsequent arrest was without probable cause and that this equal protection rights were violated by racial profiling. The Plaintiff sued the City of Phoenix and alleged a custom, policy and practice of racial profiling. Summary Judgment granted in favor of the City and the City Officers.

Approximate Date: Feb 2014 – Jun 2015

JSH Attorneys: Michele Molinaro, Justin M. Ackerman, Amelia A. Esber

Client: Arizona Counties Insurance Pool

Case Description: *Thornton v. Pinal County* (Federal court) (CV-00099-JJT) (Section 1983 Excessive force).

Plaintiff refused to step out of his vehicle after a traffic stop. Plaintiff finally got out of his vehicle and began to fight with officers attempted to arrest him. Plaintiff claimed that he was seriously injured after another patrol

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vehicle allegedly ran him over and he was taken to the ground and arrested. Plaintiff alleged false arrest and excessive force. He also sued the County of Pinal for negligent training. Summary Judgment granted in favor of the County and the Sheriff's Deputies.

Approximate Date: Jan 2014 – Jul 2015

JSH Attorneys: Michele Molinaro, Amelia A. Esber

Client: Maricopa County

Case Description: *Melendres v. Arpaio/MCSO* – Class Action/Title VI of the Civil Rights Act of 1964. On December 12, 2007, several Latino individuals who had been stopped by the Maricopa County Sheriff while in the U.S. and a Latino rights organization filed a class action lawsuit in the U.S. District Court for the District of Arizona, Phoenix Division, against the Sheriff and the County. The plaintiffs, represented by the Arizona ACLU, the national ACLU's Immigrants' Rights Project, the Mexican American Legal Defense and Education Fund, and private counsel, brought suit under 42 U.S.C. § 1983; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; and the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, challenging the legality of their stops and stops made of other similarly situated. Specifically, plaintiffs claimed defendants were "engaged in a widespread pattern and practice of racial profiling and other racially and ethnically discriminatory treatment in an illegal, improper and unauthorized attempt to 'enforce' federal immigration laws against large numbers of Latino persons in Maricopa County without regard for actual citizenship or valid immigration status." They sought declaratory and injunctive relief. Attorneys Masterson and Popolizio were retained to conduct discovery, defend court-ordered Monitor interviews, and conduct a trial involving allegations of civil and criminal contempt against current and former MCSO personnel. This matter is currently under advisement.

Approximate Date: Nov 2013 – currently open

JSH Attorneys John T. Masterson, Joseph J. Popolizio, Eileen D. GilBride, Justin M. Ackerman

Client: City of Flagstaff

Case Description: *Wooten v. City of Flagstaff* (Federal court) (CV-08261-DLR) (Section 1983 False arrest). Plaintiff was removed from an Amtrak Train after causing a disturbance and was subsequently arrested for the disturbance by City of Flagstaff officers. Plaintiff alleged he was falsely arrested and that he suffered from anxiety as a result of the arrest. After Plaintiff's deposition was taken, he settled the case for a nominal amount and pursued Amtrak.

Approximate Date: Nov 2013 – Dec 2014

JSH Attorneys: Michele Molinaro

Client: City of Flagstaff

Case Description: *Fresquez v. City of Flagstaff* (Superior Court, County of Coconino, CV2013-00618) – General Tort Liability (Building inspector negligence). Plaintiff sued the City of Flagstaff alleging that a building inspector failed to identify improper staking and land surveying causing her to build a home on another land that she did not own. After asserting qualified immunity defenses, the matter was resolved for a nominal amount after an early mediation.

Approximate Date: Oct 2013 – Jul 2014

JSH Attorneys: Michele Molinaro



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Client: City of Phoenix

Case Description: *Scott Bundgaard v. City of Phoenix* – Civil Rights §1983 – Former State Senator claims he was wrongfully arrested, charged with a crime, and his civil rights were violated. Plaintiff voluntarily dismissed lawsuit.

Approximate Date: Aug 2012 – Mar 2014

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride, Elizabeth A. Gilbert

Client: City of Phoenix

Case Description: *Rodney Cable v. City of Phoenix*, 2013 WL 6532023 – Assault/Excessive Force Claim – Summary Judgment granted to the City – Phoenix Police Officers attempted a traffic stop after Plaintiff threw a firecracker at the patrol vehicle. A police pursuit ensued. As the police officer executed the final traffic stop, Plaintiff claimed the police officers assaulted him when they removed the Plaintiff from his vehicle, handcuffing him, and placing him in the patrol vehicle. Summary Judgment granted to the City.

Approximate Date: Jan 2012 – currently open

JSH Attorneys: Georgia A. Staton, Elizabeth A. Gilbert, Jonathan P. Barnes

Client: Arizona Counties Insurance Pool

Case Description: *Scott v. Apache County* (Federal Court) (CV-2012-182) (Employment Law, Title VII Discrimination). Plaintiff alleged that she was discriminated against because of her sex and wrongfully terminated. She also claimed to suffered retaliation. The County filed a Summary Judgment and Plaintiff voluntarily dismissed her lawsuit with prejudice.

Approximate Date: 2012 - 2013

JSH Attorneys: Michele Molinaro

Client: Arizona Counties Insurance Pool

Case Description: *Byrd & Cosby v. Yavapai County* – Civil Rights §1983 Claim and Excessive Force. James Byrd admitted to committing a crime, failed to follow deputies' instructions, attempted to evade arrest by seeking refuge in his house, actively fought two Yavapai County Sheriff deputies, ultimately grabbing a deputy's gun. The deputies used that amount of force that was reasonable and necessary to bring James under control moving from the lowest level of control – command presence to physical hands on control to open hand palm heel strikes to use of taser and only then resorting to use of hard hands. The amount of force used at each stage was dictated by the actions of James and his refusal to comply with the officers' instructions. Mr. Byrd claims the deputies used excessive force enough to cause injury.

Approximate Date: Jul 2011 – Jan 2014

JSH Attorneys: Georgia A. Staton

Client: Maricopa County

Case Description: *United States v. Maricopa County* - Defense of pattern and practice investigation and action alleging unconstitutional, discriminatory policing of Latinos and discriminatory jail practices against LEP (Limited English Proficient) inmates under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7, Title VI implementing regulations issued by the United States Department of Justice, 28 C.F.R. §§ 42.101 to 42.112; Title VI contractual assurances; and the Violent Crime Control and Law Enforcement Act of 1994, 42



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U.S.C. § 14141. We oversee compliance measures under settlement agreement with the United States to ensure constitutional policing and constitutional treatment of LEP inmates in the Maricopa County Jails.

Approximate Date: Oct 2010

JSH Attorneys: John T. Masterson, Joseph J. Popolizio, William R. Jones

Client: Maricopa County

Case Description: *Aubuchon v. Yavapai County* - Wrongful Termination. This case involves Aubuchon's administrative appeal of her termination from the Maricopa County Attorney's Office on the same grounds for which she was disbarred from the practice of law in the State of Arizona. Following her termination, which was upheld by the Maricopa County Employee Merit System Commission (MCMC) on April 12, 2011, Aubuchon filed a lower court appeal (Complaint) with the Maricopa County Superior Court asking it to review and reverse MCMC's final order.

Approximate Date: May 2010 – May 2014

JSH Attorneys: Georgia A. Staton

Client: Valley Schools Insurance Trust

Case Description: *Crudder v. Peoria Unified School District*, 2012 WL 562816 – Public school employee brought action against school district employer, alleging employment discrimination and retaliation in violation of Title VII, § 1981, and § 1983. The United States District Court for the District of Arizona, H. Russel Holland, Senior District Judge, granted summary judgment in favor of employer. Employee appealed. The Court of Appeals affirmed.

Approximate Date: Mar 2008 – Jun 2014

JSH Attorneys: Gordon Lewis

Client: City of Phoenix

Case Description: *N.C. Group v. City of Phoenix* – Civil Rights §1983 – Plaintiff operated Blaze Bar and Grill. He claimed that his property rights were violated when the City conducted surveillance on a routine basis which also included the temporary closure of an access road near the bar. Summary Judgment granted to the City.

Approximate Date: Jan 2008 – Dec 2010

JSH Attorneys: Georgia A. Staton, Michele Molinaro

Client: City of Phoenix

Case Description: *Oralia Orozco v. City of Phoenix*, 2009 WL 4282275 – Wrongful Death and Civil Rights §1983 – The decedent was an informant for the Phoenix Police Department. During that time, the decedent was murdered by alleged drug traffickers. Summary Judgment granted to the City on the Civil Rights Claim.

Approximate Date: Oct 2007 – Dec 2010

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride

Client: ACE Insurance Co

Case Description: *Gotbaum v. City of Phoenix* 42 U.S.C. Civil Rights §1983, False Arrest, Wrongful Death

Approximate Date: Oct 2007 – Nov 2010

JSH Attorneys: John T. Masterson, Joseph J. Popolizio, Ryan J. McCarthy



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Client: City of Phoenix

Case Description: *Maria and Jesus Reyes v. City of Phoenix* – Civil Rights §1983 – Plaintiff claims that a police officer who served as a School Resource Officer molested their son. Summary Judgment granted to the City.

Approximate Date: Jun 2007 – Apr 2012

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride, Michele Molinaro

Client: City of Phoenix

Case Description: *Knappenberger v. City of Phoenix*, 566 F. 3d 936 – Employment – Plaintiff, a City of Phoenix Police Officer, was investigated for allegations of sexual harassment. Plaintiff resigned and filed suit alleging The City deprived him of his constitutional rights. Summary Judgment granted to the City.

Approximate Date: Nov 2006 – Jul 2009

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride, Gordon Lewis

Client: Travelers Insurance Co

Case Description: *Jensen v. City of Williams* Civil Rights §1983 and Wrongful Death

Approximate Date: Feb 2006 – Feb 2011

JSH Attorneys: Joseph J. Popolizio, John T. Masterson, Eileen D. GilBride

Client: City of Phoenix

Case Description: *Craig Sasser v. City of Phoenix*, 2008 WL 4108040 – Employment – Wrongful Termination – Plaintiff was a polygrapher at the Phoenix Police Department. He complained of improprieties in the Polygraph Department and an investigation ensued. After an extensive investigation Plaintiff was terminated. Plaintiff claimed he was retaliated against and wrongfully terminated. Summary Judgment granted to the City.

Approximate Date: Aug 2005 – Feb 2008

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride, Steve Leach

Client: Arizona School Risk Retention Trust

Case Description: *Avent v. Tempe Union High School District*, 2009 WL 4912569 – Former high school employee brought cause of action under § 1983, complaining that she was terminated in retaliation for exercising her First Amendment rights. The United States District Court for the District of Arizona, Stephen M. McNamee, J., 2008 WL 2065947, granted defendant's motion for summary judgment, and plaintiff appealed. The Court of Appeals affirmed.

Approximate Date: May 2005 – May 2010

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride, Gordon Lewis

Client: City of Phoenix

Case Description: *Tiana Grafitti v. City of Phoenix*, 167 P.3d 711, 513 Ariz. Adv. Rep. 20 – Personal Injury – Plaintiff, a minor, was abducted and sexually assaulted. Plaintiff sued the City of Phoenix, alleging that it occurred at a city bus stop which lacked lighting causing the crime to occur. Summary Judgment granted to the City.

Approximate Date: Oct 2004 – Sept 2008

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride



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Client: Arizona Counties Insurance Pool

Case Description: *Gant vs. Pinal County* – Race Discrimination - Plaintiff, a law-enforcement officer with the Pinal County Sheriff's Office, falsified his time sheet claiming he worked on Thanksgiving Day. Plaintiff was terminated and settled his Merit Commission appeal and received receiving a demotion instead of termination. Plaintiff filed a lawsuit in federal District Court alleging race and age discrimination, as well as common-law claims for negligent hiring/supervision and intentional infliction of emotional distress. Jury Verdict in favor of the County.

Approximate Date: Nov 2003 – Jul 2013

JSH Attorneys: Georgia A. Staton

Client: City of Phoenix

Case Description: *David Norton v. City of Phoenix* – ADEA Employment – Plaintiff, an employee of the Phoenix Police Department, sought to be promoted to Lieutenant. When he was denied a promotion he sued the City alleging age discrimination. Jury verdict in favor of the City.

Approximate Date: Aug 2001 – Nov 2003

JSH Attorneys: Georgia A. Staton, Eileen D. GilBride

The firm is privileged to have exceptional constitutional and appellate lawyers within its ranks. We have successfully defended state and local governments in virtually every aspect of civil rights and tort litigation in both the trial courts and appellate courts, state and federal. A few of our recent decisions include:

Client: Arizona Counties Insurance Pool

Case Description: *Prison Legal News v. Babeu*, 552 Fed.Appx. 747 (9th Cir. 2014) (affirming district court's rejection of Prison Legal News's request for injunctive relief on First Amendment grounds against Pinal County Sheriff's Office).

Approximate Date: 2014

JSH Attorneys: Eileen D. GilBride, Georgia A. Staton, Michele Molinario, Jonathan P. Barnes

Client: Arizona State Senate and Russell K. Pearce

Case Description: *Arizona Independent Redistricting Com'n v. Brewer*, 229 Ariz. 347, 275 P.3d 1267 (2014) (Governor's stated grounds for removing Chairperson from Independent Redistricting Commission were constitutionally deficient).

Approximate Date: 2014

JSH Attorneys: Lori L. Voepel

Client: Arizona Counties Insurance Pool

Case Description: *Gant v. Vanderpool*, 529 Fed.Appx. 852 (9th Cir. 2013) (affirming defense verdict for Pinal County in case alleging that plaintiff was improperly terminated from his position as an officer with the Pinal County Sheriff's Office).

Approximate Date: 2013

JSH Attorneys: Eileen D. GilBride, Georgia A. Staton



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Client: Maricopa County

Case Description: *Ochser v. Funk*, 225 Ariz. 484, 240 P.3d 1246 (Ct. App. 2010) (addressing qualified immunity for deputy sheriff who served facially valid search warrant that turned out to be previously quashed)

Approximate Date: 2012

JSH Attorneys: Eileen D. GilBride, Lori L. Voepel, Jonathan P. Barnes

Client: Arizona School Risk Retention Trust

Case Description: *Red Mesa Unified Sch. Dist. v. Yellowhair*, 2010 WL 3855183 (D. Ariz. Sept. 28, 2010) (establishing that Navajo Nation tribal courts have no regulatory or adjudicatory authority over personnel decisions made by the plaintiff public school districts on reservation)

Approximate Date: 2009

JSH Attorneys: Eileen D. GilBride, Georgia A. Staton

Client: City of Phoenix

Case Description: *Graffiti-Valenzuela v. City of Phoenix*, 216 Ariz. 454, 167 P.3d 711 (Ct. App. 2007) (affirming summary judgment for City in case alleging that failure to have lighted bus stop proximately caused criminal to abduct girl from bus stop)

Approximate Date: 2008

JSH Attorneys: Eileen D. GilBride, Georgia A. Staton

Client: City of Phoenix

Case Description: *Kohl v. City of Phoenix*, 215 Ariz. 291, 160 P.3d 170 (2007) (affirming summary judgment for City on immunity grounds; plaintiffs claimed that absence of traffic signal caused pedestrian son's death)

Approximate Date: 2007

JSH Attorneys: Eileen D. GilBride, John M. DiCaro

Client: Amici Curiae Apache County, Cochise County, Coconino County, Gila County, Graham County, Greenlee County, La Paz County, Mohave County, Navajo County, Pima County, Pinal County, Santa Cruz County, Yavapai County, Yuma County, City of Phoenix, The Arizona School Board Association, The Arizona School Risk Retention Trust, and The League of Arizona Cities and Towns.

Case Description: *Falcon v. Maricopa County*, 213 Ariz. 525, 144 P.3d 1254 (2006) (service of notice of claim on one board member insufficient to comply with notice of claim statute)

Approximate Date: 2006

JSH Attorneys: Eileen D. GilBride



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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)

The attorneys listed below may be assigned to County matters, as appropriate. Naturally, each will draw upon the expertise of the firm in providing the best legal services at the lowest cost. Resumes for each of the attorneys listed below are included at the end of this Section.

Attorney	Title for Billing Purposes
John M. DiCaro	Senior Partner
Gregory L. Folger	Senior Partner
Eileen D. GilBride	Senior Partner
Michael E. Hensley	Senior Partner
Steven D. Leach	Senior Partner
Gordon Lewis	Senior Partner
J. Gary Linder	Senior Partner
Michael A. Ludwig	Senior Partner
John T. Masterson	Senior Partner
Ryan J. McCarthy	Senior Partner
Michele Molinaro	Senior Partner
Joseph J. Popolizio	Senior Partner
Georgia A. Staton	Senior Partner
Lori L. Voepel	Senior Partner
Jennifer B. Anderson	Senior Associate
Jonathan P. Barnes	Senior Associate
Elizabeth A. Gilbert	Senior Associate
Justin M. Ackerman	Associate
Amelia A. Esber	Associate
Jacob L. Speckhard	Associate
Erica J. Spurlock	Associate

KEY

- Senior Partner (16 plus years of experience)
- Partner (10 – 16 years of experience)
- Senior Associate or Of Counsel (5 – 10 years of experience)
- Associate (0 – 5 years of experience)

PROPOSED EXCEPTIONS TO CONTRACT

Jones, Skelton & Hochuli, PLC proposes two exceptions to the terms and conditions set forth within the ROQ, as identified below:

1. INDEMNIFICATION LANGUAGE

Should Jones, Skelton & Hochuli enter a contract with Pinal County, JSH will require a change to the indemnification language provided in the ROQ. JSH is requesting this change because our professional liability insurance carrier cannot and will not defend or indemnify JSH's clients for claims made against the clients by third-parties that arise out of or relate to JSH's actual or alleged professional errors, omissions, or malpractice. Professional Liability insurance is available for claims made against JSH by its clients, but not for claims made against its client by third parties. We have investigated the availability of such coverage but have been told by several brokers it does not exist. We invite a discussion on this topic with Pinal County as part of this procurement process and have provided the following suggested language which was recently approved by the State for inclusion as a modification to the State of Arizona in a similar contract.

ORIGINAL LANGUAGE FROM PINAL COUNTY ROQ SPECIAL TERMS AND CONDITIONS:

6.2 Indemnification

"The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract..."

ORIGINAL LANGUAGE FROM PINAL COUNTY ROQ PROFESSIONAL SERVICES 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."

JSH PROPOSED CHANGE/ADDITION TO PINAL COUNTY SPECIAL TERMS AND CONDITIONS:

6.2 Indemnification

“The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

Provided, however, that this indemnification shall not apply to losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of the Contractor or any of Contractor's employees, agents or representatives, and provided further that nothing herein shall limit in any way any claim Indemnatee has or may have for any losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions against Contractor or any of Contractor's employees, agents or representatives...”

2. INSURANCE LANGUAGE

Should Jones, Skelton & Hochuli enter a contract with Pinal County, JSH will also require a clarification regarding inconsistent language in section 7 of Special Terms and Conditions, and Section 4 of the Professional Services contract within the ROQ. The language in Section 7 of the ROQ's Special Terms and Conditions is acceptable, however, the language in Section 4 of the Professional Services Contract is contradictory. It needs to be modified as outlined below.

ORIGINAL LANGUAGE FROM PINAL COUNTY ROQ SPECIAL TERMS AND CONDITIONS:

7. Insurance Requirements

“...The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured...”

JSH PROPOSED CHANGE TO SPECIAL TERMS AND CONDITIONS:

7. Insurance Requirements

No changes.

ORIGINAL LANGUAGE FROM PINAL COUNTY ROQ PROFESSIONAL SERVICES CONTRACT:

Section 4. Insurance

“...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...”

JSH PROPOSED CHANGE/ADDITION TO PINAL COUNTY PROFESSIONAL SERVICES CONTRACT:

Section 4. Insurance

“...Excepting the worker’s compensation coverage, **and Errors and Omissions**, 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...”



JOHN M. DiCARO
PARTNER

jdicaro@jshfirm.com
TEL: 602-263-1777
FAX: 602-200-7828

Education

The John Marshall Law School
Chicago, Illinois
J.D., 1986

DePaul University
Chicago, Illinois
B.S., Commerce - Management
and Marketing, 1983

Bar Admissions

Arizona, 1997
Illinois (Inactive), 1986
U.S. District Court,
District of Arizona, 1997
U.S. Court of Appeals,
9th Circuit, 1996

JOHN M. DiCARO

Mr. DiCaro joined Jones, Skelton & Hochuli in 1997, and has been a Partner since 2003. He concentrates his practice on governmental liability, personal injury, civil rights, and insurance defense. Mr. DiCaro has tried cases for the City of Phoenix, Mesa, several insurance carriers and a number of private clients. In 2007 he was recognized as having obtained one of Arizona's top 10 defense verdicts while defending the Billet Bar in a Dram Shop action. He is a faculty member of the Arizona Trial College. Mr. DiCaro received his law degree from the John Marshall Law School in 1986, and his Bachelor of Science degree in commerce management and marketing in 1983. He is admitted to practice in Arizona, the U.S. District Court, District of Arizona and the U.S. Court of Appeals, Ninth Circuit.

Areas of Practice

- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- General Civil Litigation and Insurance Defense
- Insurance Coverage and Fraud
- Premises Liability

Professional Associations & Memberships

- Arizona College of Trial Advocacy (Co-Chair, 2012-2015)
- State Bar of Arizona (Member)
- State Bar of Illinois (Member)

Teaching Experience

- Arizona Trial College (2010 - 2015)

Professional Recognitions & Awards

- Listed, *Arizona's Finest Lawyers*

Presentations & Publications

- "Navigating Damron/Morris Agreements," Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "Litigation with Emphasis on Governmental Liability Institute," Co-Presenter, 2015 National Association of Legal Assistants Convention and Exhibition, July 2015
- "How FOIA Requests Can Assist a Claims Adjuster in Investigating a Loss," Co-Author, Facts & Findings, May 2015
- "Shining A Light On The Public's "Right To Know": An Update On Public

- Records Law,” Presenter, 2014 JSH Annual Seminar: Current Issues in Governmental Liability, November 2014
- “Keys to Being an Effective Trial Lawyer,” Moderator in a Judge’s Panel Discussion, August 2014
 - “Background Checks - Helping Employers Navigate The Battle Between Negligent Hiring And Discriminatory Hiring Practices,” Co-Author, *JSH Reporter*, Summer 2014
 - “A Paralegal’s Guide To Preparing For A Civil Trial,” Presenter, March 2014
 - “Navigating the Treacherous Waters of Insurance Coverage in Arizona including Damron and Morris Agreements,” Presenter, Arizona Paralegal Association Learn at Lunch Seminar, 2013
 - “Judges Panel,” Moderator, Arizona College of Trial Advocacy, August 2013
 - “Faculty Member,” Arizona College of Trial Advocacy, July 2010-2013
 - “Overview of Insurance Defense - Premises, Products and Auto,” Co-Presenter, Insurance Defense Institute, July 2013
 - “Overview of Insurance Defense - Coverage and Bad Faith Practice,” Co-Presenter, Insurance Defense Institute, July 2013
 - “Ethics for Insurance Defense Counsel and Effective Negotiation and Settlement Techniques,” Co-Presenter, Insurance Defense Institute, July 2013
 - “Practical Considerations of Everyday Case Handling,” Co-Presenter, Insurance Defense Institute, July 2013
 - “Background Checks: The Employer’s Double-Edged Sword,” Presenter, Public Risk Management Association Annual Conference, Florida, June 2013
 - “Managing the Maze, The Interplay Between ADA, FMLA and Workers Compensation,” Co-Presenter, Corvel’s Educational Seminar, April 2013
 - “Navigating the Potholes of the Recreational Use Statute,” Presenter, AZ Public Risk Management Association (PRIMA) Chapter Meeting, April 2013
 - “Responding to Medical Marijuana in the Workplace,” Co-Presenter, *JSH Current Issues in Government Liability Seminar*, November 2012
 - “Seminar Handling Complex Auto Insurance Coverage Disputes,” Faculty Member/Presenter, October 2012
 - “Background Checks - Helping Employers Navigate the Battle Between Negligent Hiring and Discriminatory Hiring Practices”, Presenter, October 2012
 - “Judge’s Panel - A View from the Bench: Trends in the Courtroom During an Economic Downturn,” Moderator, Arizona Public Risk Management Association’s 5th Annual Summer Educational Series, August 2012
 - “Damron/Morris Agreements and Indemnification Issues, Who is Primary?,” Presenter, Arizona Counties Insurance Pool and the Arizona Civil



GREGORY L. FOLGER
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Education

University of Arizona
J.D., 1972

University of Arizona
B.S., Government Service, 1969

Bar Admissions

Arizona, 1972

GREGORY L. FOLGER

Mr. Folger has been a Partner with Jones, Skelton & Hochuli since it originated in 1983. His practice consists of workers' compensation defense. Mr. Folger received his law degree from the University of Arizona College of Law in 1972. He is a member of the Arizona Association of Defense Counsel and is a certified specialist in workers' compensation law. Mr. Folger is admitted to practice in Arizona and has been included in *The Best Lawyers in America*® list from 1994 to the present.

Areas of Practice

- Workers' Compensation Defense

Professional Associations & Memberships

- State Bar of Arizona (Member; Section on Workers' Compensation; Chairman of the Rule Review Committee, 1982 to 1983)
- Arizona Association of Defense Counsel (Member)
- Arizona Compensation Defense Counsel (President, 1980 to 1981)

Professional Recognitions & Awards

- Listed, *Best Lawyers in America*®, Workers' Compensation Law - Employers, 1994 - 2016
- Listed, *Southwest Super Lawyers*®, 2007 - 2008
- Rated, AV® Preeminent™ 5.0 out of 5

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EILEEN DENNIS GILBRIDE
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Education

Cornell Law School
Ithaca, New York
J.D., 1983

Sarah Lawrence College
Bronxville, New York
B.A., Liberal Arts, 1980

Bar Admissions

Arizona
United States Supreme Court
U.S. Court of Appeals, Sixth, Ninth,
Tenth, Federal and D.C. Circuits
U.S. District Court,
District of Arizona

EILEEN DENNIS GILBRIDE

Ms. GilBride heads up Jones, Skelton & Hochuli's appellate department and concentrates her practice on federal and state appellate matters and dispositive motions. She also counsels and assists trial lawyers in the substantive areas of their practices, from the answer stage through the post-trial motion stage. Eileen has handled more than 300 appeals at every level of the state and federal courts, in Arizona and other states, which have resulted in over 80 published decisions.

Substantive areas of her appeals have included constitutional, contracts, torts, insurance coverage and defense, employment, municipal and school defense, civil rights, prisoner cases, professional malpractice, Indian law, legislative, administrative, personal injury, wrongful death, divorce, child custody and support, property rights and trusts.

Eileen has spoken at many seminars, is a former Judge Pro Tempore, is a past Chair of the State Bar Appellate Practice Section, a past Chair of the Arizona Supreme Court Committee on Examinations and is recognized as one of *The Best Lawyers in America*® in the area of appellate law.

Areas of Practice

- Appeals
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions

Professional Associations & Memberships

- Maricopa County Superior Court (Judge Pro Tem, 1993 to 2006)
- Arizona Court of Appeals (Judge Pro Tem, 1994, 1996)
- Maricopa County Superior Court (Commissioner Pro Tem, 1990 to 1991)
- Arizona State Bar Appellate Practice Section (Chair, 1996 to 1997)
- Arizona Appellate Practice Institute (Faculty Member)
- Supreme Court Committee on Examinations (Chair, 1998 to 2000) (Member, 1993 to 2000 and 2001-2003) (Grader, 1990 to 1993)
- Supreme Court Advisory Committee for the Admission on Motion Course on Arizona Law
- Arizona Women Lawyers Association (Member)

Professional Recognitions & Awards

- Listed, *Southwest Super Lawyers*, 2014 - Present
- Listed, *Best Lawyers in America*®, Appellate Practice, 2009 - 2016
- *Arizona's Finest Lawyers*, 2010
- Corporate Counsel's "Top Lawyers" for Appellate Law, 2009 to present

- **Rated, AV® Preeminent™ 5.0 out of 5**
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Presentations & Publications

- Eileen is a frequent speaker on the subjects of appellate practice, legal writing, the art of persuasion, and governmental liability issues.

Representative Cases

For a complete list, visit Eileen's bio on our website:
jshfirm.com/EileenDennisGilBride



MICHAEL E. HENSLEY
PARTNER

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Education

Arizona College of Trial
Advocacy, 1990

Arizona State University
College of Law
J.D., with Distinction, 1986

Best Oral Advocate,
Constitutional Law, 1985

Philip C. Jessup, International
Law Moot Court Team – 1985
Regional Competition - Best Oral
Advocate First Runner-Up

Arizona State University
B.S., Business Administration,
1980

University of Alaska, Anchorage
University of Hawaii, Manoa

Bar Admissions

Arizona, 1986
U.S. District Court,
District of Arizona
U.S. Court of Appeals, 9th Circuit

MICHAEL E. HENSLEY

Mr. Hensley has been with Jones, Skelton & Hochuli since 1985, and a Partner since 1992. He concentrates his practice on general civil litigation and insurance defense litigation of all types, including life, health, disability and ERISA claims litigation, Bad Faith defense, professional liability defense, employment law and employee benefits law. Mr. Hensley received his law degree from Arizona State University College of Law in 1986. He is admitted to practice in Arizona, the U.S. District Court, District of Arizona and the Ninth Circuit Court of Appeals. Mr. Hensley is a member of the Defense Research Institute, the Life, Health, Disability and ERISA law sub-committee of the DRI, and the Arizona Association of Defense Counsel. Mr. Hensley is rated AV Preeminent by Martindale and Hubbell, was selected to Arizona's Finest Lawyers and was rated by Arizona Business Magazine as one of Arizona's Top Lawyers for insurance and employee benefits.

Areas of Practice

- Bad Faith and Extra-Contractual Liability
- Dram Shop and Social Host Liability
- General Civil Litigation and Insurance Defense
- Professional Liability Defense
- Wrongful Death and Personal Injury Defense
- Insurance and Employee Benefits Law Including ERISA Litigation

Professional Associations & Memberships

- American Bar Association (Member)
- Arizona Association of Defense Counsel (Member)
- Defense Research Institute (ERISA, Life, Health & Disability Insurance Subsection)
- Horace Rumpke Inn of Court (Barrister, 2001 to present)
- Arizona Superior Court, Maricopa County (Judge Pro Tem)

Civic/Community Associations

- A Stepping Stone Foundation (Board of Directors and President, 1999 to 2013)

Professional Recognitions & Awards

- Selected, *Arizona's Finest Lawyers*
- Selected, Arizona's Top Lawyers for Insurance and Employee Benefits by Arizona Business Magazine
- Rated, AV[®] Preeminent[™] 5.0 out of 5
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Presentations & Publications

- “Rapid Fire Drill - AZ Case Law Updates,” Presenter, JSH Seminar, October 2013
- “Managing the Maze, The Interplay Between ADA, FMLA and Workers Compensation,” Co-Presenter, Corvel’s Educational Spring Seminar, April 2013
- “Benefit Claims Appeals Under the Affordable Care Act,” Speaker, Northwest Arizona Employee Benefit Trust, March 6, 2013
- “Benefit Claims Appeals Under the Affordable Care Act,” Speaker, Arizona Metropolitan Employee Benefit Trust, February 13, 2013
- “Benefit Claims Appeals Under the Affordable Care Act,” Speaker, Rural Arizona Governmental Health Trust, February 20, 2013
- “Construction Defect Tenders and Related Topics,” Presenter, Arizona Insurance Claims Association, October 2012
- “2009 Changes to the Family Medical Leave Act,” Presenter, The Mahoney Group’s Benefits Litigation Seminar, April 2009
- “How to Defend a Life, Health and Disability Claim Under ERISA,” Presenter, USLAW Network’s ERISA Task Force Boot Camp, September 2007
- “Claims Appeals, A Trustee’s Primer,” Presenter, Arizona Local Government Employee Benefit Trust, Cochise Combined Trust, Lake Havasu City Employee Benefit Trust and Rural Arizona Governmental Health Trust, February 2007
- “The Winning Numbers Are: 8-10-15-2-8/70,” Author, JS&H Reporter, Winter 2002
- “Formal Service of Summons is Required to Start the 30-Day Period Under 28 U.S.C. Section 1446(b),” Author, ABA TIPS Health and Disability Insurance Law Newsletter, Fall 1999



STEVEN D. LEACH
PARTNER

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Education

University of Iowa College of Law
J.D., with High Distinction, 1987
Graduated Top 10% of Class;
Order of the Coif;
Moot Court Board

University of Iowa
B.A., Political Science, 1984
Phi Beta Kappa Honor Society
Member of Hawkeye Marching
Band, 1980-1984

Bar Admissions

Arizona, 1987
U.S. District Court,
District of Arizona, 1987
U.S. Court of Appeals,
Ninth Circuit, 1987

STEVEN D. LEACH

Steve has represented Arizona businesses throughout his 25+ year legal career before State and Federal Courts and agencies. Steve's practice is focused on defending claims based on employment law and on tort theories, including claims concerning aviation accidents (Steve is a licensed pilot), professional liability, products liability and premises liability.

Steve also works with clients to manage their risk of legal exposure, especially with respect to employment practices liability. He is committed to guiding his clients through the employment practices minefield in the most effective and efficient manner possible.

Steve understands employment and tort law from the insurance industry prospective. He has worked with insurers for most of his career and appreciates a carrier's need for timely and objective evaluations and effective reporting. Steve recognizes the benefits of pooling the knowledge and experience of insurer, client and counsel to reach a successful outcome.

Representing business is a dynamic and demanding area of law. Success requires the appropriate level of experience, knowledge, objectivity and strategic planning. Steve possesses those tools and attacks legal issues with a pragmatic, effective approach.

Steve is routinely asked to speak on legal issues at local, regional and national seminars and conventions.

Areas of Practice

- Employment Law
- Professional Liability
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- Aviation
- Wrongful Death and Personal Injury Defense

Professional Associations & Memberships

- State Bar of Arizona (Employment & Labor Law Section, Member)
- USLAW Network (Employment Law Committee)
- Professional Liability Attorney Network (Board of Directors, 2014)

Civic/Community Associations

- Fiesta Bowl
 - Board of Directors, 2011 to present
 - Chairman-Elect
 - Executive Committee Member
 - Chair of Team Selection Committee
 - Assistant Chair of Nomination and Governance Committee
 - Fiesta Bowl Committee
 - Committee Chair, 2010 to 2011
 - Committee Commissioner, 2008 to 2011
- Honorary Commander Program, Luke Air Force Base, 756th Aircraft Maintenance Squadron, 2012 to present
- Past Board Member for Audrey's Angels, a non-profit organization that provides music and craft services to assisted living homes in the Phoenix metropolitan area.

Professional Recognitions & Awards

- Rated, AV[®] Preeminent[™] 5.0 out of 5
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Presentations & Publications

- Steve has repeatedly spoken at national or regional conferences for organizations like the USLAW Network, RIMS (Risk Management and Insurance Society), PRIMA (Public Risk Management Association), and PLAN (Professional Lines Attorney Network). He also presents locally at Jones, Skelton and Hochuli seminars, as well as seminars presented by other local professional and business organizations. Steve is committed to providing his clients educational programs to assist them in managing their employment practices liability risks.



GORDON LEWIS
PARTNER

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Education

University of Arizona
College of Law
J.D., *summa cum laude*, 1993

Pomona College
B.A., Economics, 1987

Bar Admissions

Arizona
Nevada (Inactive)
U.S. District Court,
District of Arizona
U.S. Court of Appeals,
Ninth Circuit

GORDON LEWIS

Mr. Lewis is a Partner in the firm's Employment Practice Section. He has 21 years experience in the area of labor and employment law. In his labor and employment practice, Mr. Lewis has advised public and private employers on employment policies and practices, and has defended public and private employers against claims alleging wrongful discharge, racial discrimination, sexual discrimination and harassment (including same-sex sexual harassment), age discrimination, disability discrimination, civil rights violations, Family and Medical leave Act issues, and wage and hour claims. Mr. Lewis has represented public employers in due process termination hearings, and assisted public employers in resolving claims relating to privacy rights, free speech, open meetings, public records, and employee due process. Mr. Lewis has drafted and reviewed employment agreements, and has created policies for employers regarding sexual harassment, drug testing, medical leave and other employment issues.

Mr. Lewis is admitted to practice in the State of Arizona, the State of Nevada, the Arizona Federal District Court, and the Ninth Circuit Court of Appeals. He received his JD, *summa cum laude*, from the Arizona College of Law in 1993, and his Bachelor of Arts from Pomona College in 1987. Mr. Lewis is AV[®] rated in the Martindale Hubbell Law Directory and is currently listed in *The Best Lawyers in America[®]* in the fields of labor and employment law and education law.

Areas of Practice

- Employment Law
- Governmental Liability, Including Civil Rights and Defense of Municipalities and Educational Institutions

Professional Associations & Memberships

- State Bar of Arizona (Labor & Employment Section, Member; CLE Committee Program Chair, 1994 to 1995, 2000 to 2001)
- Arizona Black Bar Association (Member)
- Arizona Minority Bar Association (Member)
- Defense Research Institute (Member)
- Maricopa County Bar Association (Member)
- Sandra Day O'Connor Inn of Court (Member, 1996 to 2000, 2003 to present)

Civic/Community Associations

- Girl Scouts-Arizona Cactus Pine Council (Board of Directors, April 2009 to present; Executive Committee Member, 2013 - present)
- Greater Phoenix Black Chamber of Commerce (Board of Directors, April 2011 to April 2013)
- Community Legal Services (Board of Directors, 1999 to 2000, 2004 to 2012; Treasurer, 2005 to 2006; Vice-President, 2006 to 2007; President, 2007 to 2008)
- Arizona Town Hall (Board of Directors, 2006 to present; Panel Chair, 2004, 2006 -2012)
- Tucson Black Chamber of Commerce (Former Banking/Finance Committee Chair)
- Phoenix Art Commission (Former Member; General Operating Support Panelist, 1999)
- Actors Theater of Phoenix (Board of Directors, 1996 to 2000; Fund Development Committee Chair, 1996 to 1999)
- Black Board of Directors (Member, 1996; Alumnus, 1997 to present)
- Big Brothers/Big Sisters of Tucson (Human Resources Committee Chair; Former Board Member)
- Epilepsy Foundation of Arizona (Former Board Member)

Professional Recognitions & Awards

- Named 2014-2015 Lawyer of the Year for Education Law - Phoenix by *Best Lawyers in America*[®]
- Listed, *Best Lawyers in America*[®], Education Law, Employment Law - Management, and Litigation - Labor and Employment, 2007 - 2016
- Black Board of Directors, Outstanding Alumnus, 1999
- Rated, AV[®] Preeminent[™] 5.0 out of 5
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Presentations & Publications

- "Pregnancy Discrimination and Religious Discrimination: The New Landscape," Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "Government Employees and The Freedom to Tweet, Post, Like and Share," Co-Presenter, Arizona Counties Insurance Pool's Eighteenth Annual Public Practice Legal Seminar, May 2015
- "Emerging Trends: An Overview Of New Case Law And Developments," Presenter, 2014 JSH Annual Seminar: It's All Fun and Games Until Someone Gets Hurt, November 2014
- "Government Employees And The Freedom To Tweet, Post, Like, And Share?," Presenter, 2014 JSH Annual Seminar: Current Issues in

Governmental Liability, November 2014

- “Medical Marijuana in Arizona,” Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- “Drug Testing and the Medical Marijuana Act: Public Employer Responsibilities,” Presenter, Arizona Counties Insurance Pool, 2014 Public Practice Legal Seminar, May 2014
- “Social Media and the First Amendment,” Presenter, ASPAA, January 2014
- “Rapid Fire Drill - AZ Case Law Updates,” Presenter, JSH Seminar, October 2013
- “Employment Issues That Should Keep You Up At Night” JSH Webinar, May 2013
- “EPLI Headline Grabbing Exposures: Wage and Hour/Workplace Bullying,” Presenter, EPLI Southwest Chapter Workshop, May 2013
- “Medical Marijuana: Employment Considerations for Public Employers,” Presenter, Arizona School Personnel Administrators Association, November 2012
- “Responding to Medical Marijuana in the Workplace,” Co-Presenter, JSH Current Issues in Government Liability Seminar, November 2012
- “Analyzing the Changing Winds in Employment Law: Workplace Bullying, Retaliation Expansion, and More,” Co-Presenter, JSH Current Issues in Government Liability Seminar, November 2012
- “Documenting Employee Performance,” City of Flagstaff, Presenter, January 2012
- “Preventing Workplace Harassment,” City of Flagstaff, Presenter, August 2010
- “Preventing Workplace Harassment,” Total Transit, Presenter, July 2009
- “Avoiding Workplace Harassment Claims,” McCandless of Arizona, Presenter, February 2009
- “So You Have Been Sued?: Email, Public Records and Litigation Holds in a K-12 Environment,” AZ School Boards Association’s Annual School Law Conference, Presenter, September 2008
- “Staying Relevant: Civil Rights in 2008, Learning from the Past, Addressing Today’s Concerns, Staying Prepared for Future Challenges,” Presenter, Arizona State Bar Convention, 2008
- “Establishing Policies to Minimize Workplace Violence,” Presenter, AZ PRIMA Chapter Meeting, 2003
- “Employees and Deposition Pitfalls,” Presenter, PRIMA Western Regional Conference, 2002
- “Responding to BOMEX Complaints,” Presenter, Pima County Medical Society, 2001
- “New Developments in the ADA and FMLA,” Presenter, Society of Human Resources Managers Law Conference, 2001
- “A New Legal Landscape for Employee Handbooks?” Presenter, Jennings,



J. GARY LINDER
PARTNER

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FAX: 602-200-7883

Education

University of Missouri-Columbia,
Columbia, Missouri
J.D., 1999

University of Missouri-Columbia,
Columbia, Missouri
B.S., Corporate Finance and
Real Estate, *cum laude*, 1996

Bar Admissions

Arizona
Missouri (Inactive)

J. GARY LINDER

Mr. Linder joined Jones, Skelton & Hochuli in 2001, and has been a Partner since 2007. He concentrates his practice on professional liability, defense of officers and directors, construction defect, products liability, personal injury defense and aviation. Mr. Linder has represented airlines, private pilots and helicopter manufacturers in virtually all aspects of aviation accidents, including claims of pilot error and product defect. He received his Bachelor of Science degree in Corporate Finance and Real Estate Development, *cum laude*, from the University of Missouri in 1996, and his law degree from the University of Missouri School of Law in 1999. Prior to joining the firm, Mr. Linder worked for State Farm Insurance. He is admitted to practice in the state and federal courts of Arizona and Missouri.

Areas of Practice

- Automobile Liability Defense
- Aviation Law
- Construction Litigation
- General Civil Litigation and Insurance Defense
- Insurance Coverage and Fraud
- Product Liability Defense
- Professional Liability
- Wrongful Death and Personal Injury Defense

Professional Associations & Memberships

- Missouri Bar Association (Member)
- Arizona Bar Association (Member)
- USLAW Network (Secretary of Professional Liability Committee)
- Council of Litigation Management (Arizona State Chair)

Presentations & Publications

- "The Nuts and Bolts of Defending a Dram Shop Case," Presenter, Arizona Association of Defense Counsel Advocacy Luncheon, January 2015
- "Defending The Questionable Traumatic Brain Injury Claim: Including A Live Neurological IME By Dr. Strobl," Presenter, 2014 JSH Annual Seminar: It's All Fun and Games Until Someone Gets Hurt, November 2014
- "Early Claims Investigation and Evaluation," Presenter, JSH Seminar, October 2013
- "Hot Trends in Valley Construction: An Interactive Discussion with Legal and Insurance Perspectives," Speaker, 2006
- CNA Insurance regarding Risk Management for Attorneys, Instructor
- Council of Litigation Management regarding Complex Discovery and Use of Experts, Instructor

Professional Recognitions & Awards

- Listed, *Best Lawyers in America*®, Personal Injury Litigation, 2016



MICHAEL A. LUDWIG
PARTNER

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Education

Southwestern University
School of Law
J.D., 1993

Loyola Marymount University
M.A., English Literature, 1990

Loyola Marymount University
B.A., English Literature, 1988

Bar Admissions

Arizona, 1996
California (Inactive), 1993

MICHAEL A. LUDWIG

Mr. Ludwig joined Jones, Skelton & Hochuli in 1996, and has been a Partner since 2001. He concentrates his practice on construction law, personal injury defense and professional liability defense. Mr. Ludwig is a past-president of the Arizona Association of Defense Counsel. He also served on the Construction Law Steering Committee for the Defense Research Institute and is a past chair of the Construction Practice Group of USLAW Network. Mr. Ludwig co-authored the Arizona Construction Practice Manual published by the Arizona State Bar and was a member of the Executive Council for the State Bar's Construction Section. He has been elected by his peers to the prestigious Federation of Defense and Corporate Counsel (FDCC) and has been selected as a member of *Arizona's Finest Lawyers*, *Best Lawyers* and *Southwest Super Lawyers* for construction litigation.

Areas of Practice

- Construction Litigation
- Dram Shop and Social Host Liability
- General Civil Litigation and Insurance Defense
- Professional Liability
- Wrongful Death and Personal Injury Defense

Professional Associations & Memberships

- Arizona Association of Defense Counsel (Past President; Board of Directors, 2005 to 2014)
- State Bar of Arizona (Construction Section Executive Council, 2007 to 2010; Trial Practice Section Executive Committee, 2006 to 2007)
- Federation of Defense and Corporate Counsel (Member)
- USLAW Network (Construction Practice Group Board Member, 2007 to 2010)
- Arizona Builders Alliance (Member)
- Defense Research Institute (Member; Construction Law Steering Committee, 2005 to 2008, 2010 to 2011, 2013 to 2014, State Representative, 2014)
- Maricopa County Bar Association (Construction Section Board of Directors, 2004 to 2005)
- Claims and Litigation Management (Member)

Civic/Community Associations

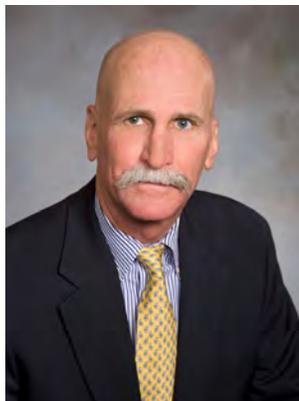
- National Eagle Scout Association (Member)

Professional Recognitions & Awards

- Listed, *Best Lawyers in America*[®], Construction Law, 2014 - 2016
- Listed, *Arizona's Finest Lawyers*, 2010 - Present
- Listed, *Southwest Super Lawyers*[®], 2007, 2010 - Present
- Rated, AV[®] Preeminent[™] 5.0 out of 5
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Presentations & Publications

- "The Different Warranties Covering A Contractor's Work," Author, *JSH Reporter*, Summer 2015
- "Hot Topics in Construction Law," Moderator, 2015 USLAW Spring Client Conference, April 2015
- "Jobsite Accident & Injury Claims: Countering the Crisis," Presenter, Arizona Builders' Alliance Webinar, December 2014
- "Taking The Bite Out Of Damages: Recoverability, Legal Defenses, and Current Trends," Presenter, 2014 JSH Annual Seminar: It's All Fun and Games Until Someone Gets Hurt, November 2014
- "Liability Issues," Subcontractor Discussion Leader and Speaker, 2014 USLAW Construction Exchange, October 2014
- "Hold Up Issues: Construction Defect, Toxic & Mass Torts, and Minor's Claims," IAIR 2014 Insurance Insolvency Workshop, Speaker, January 2014
- "The 10 Minute Construction Law Drill" Panelist, Associated General Contractor's Annual Convention, March 7, 2013
- "Construction Defect Tenders and Related Topics," Presenter, Arizona Insurance Claims Association, October 2012
- Arizona Coverage and Current Construction Trends," Speaker, 2011 West Region Construction Defect and Insurance Coverage Conference, September 2011
- "Examining Emerging Construction Trends Over the Past 10 Years," Speaker, Arizona State Bar Construction Seminar, February 2010
- "Claims Management On A Construction Project Gone Bad," Speaker, Construction Financial Management Association, August 2008
- "Insurance and Indemnity Issues in Construction," Speaker, Arizona Builders Alliance Legal Roundtable, May 2008
- "Reinforcing the Foundation: Emerging Issues For Construction Lawyers," Speaker, State Bar of Arizona, February 2008
- "Indemnity Issues," Arizona Builders' Alliance Legal Roundtable, Speaker, June 2007
- "Latest Issues in Construction Litigation," Speaker, Home Builders Association of Central Arizona, February 2007



JOHN T. MASTERSON
PARTNER

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Education

University of Arizona
J.D., 1981

Arizona State University
B.S., with Distinction, 1977

Arizona State University
B.S., 1976

Bar Admissions

Arizona, 1982
U.S. Court of Appeals,
9th Circuit, 1982
U.S. District Court,
District of Arizona, 1982
U.S. Supreme Court, 1996

JOHN T. MASTERSON

Mr. Masterson has been with Jones, Skelton & Hochuli since 1989, and a Partner since 1995. He practices in the areas of civil rights law, government and constitutional law, police defense, prison matters, insurance defense, wrongful death and personal injury law, general civil litigation and appeals. Mr. Masterson is licensed to practice in the U.S. Supreme Court, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the District of Arizona, and all other Arizona courts. He is a member of the State Bar of Arizona, the Federal Bar Association and has been awarded an AV rating in Martindale-Hubbell. Mr. Masterson has been included in *The Best Lawyers in America*® since 2003.

Areas of Practice

- Corrections Defense
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- General Civil Litigation and Insurance Defense
- Wrongful Death and Personal Injury Defense
- Aviation Law

Professional Associations & Memberships

- Ninth Circuit Judicial Conference (Lawyer Representative, 2006 to 2009)
- American Board of Trial Advocates (Member)
- Defense Research Institute (Member)
- Arizona Association of Defense Counsel (Member)
- Federal Bar Association (Member)
- State Bar of Arizona (Section on Litigation; Member)

Professional Recognitions & Awards

- Listed, *Best Lawyers in America*®, Personal Injury Litigation - Defendants, 2003 - 2016
- Listed, *Southwest Super Lawyers*®, 2007
- Rated, AV® Preeminent™ 5.0 out of 5
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Presentations & Publications

- "A.R.S. 12-821.01, anything new under the sun?" Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "2015 Case Law Update," Presenter, 2015 PRIMA Summer Education Series, July 2015

- “Taking The Bite Out Of Damages: Recoverability, Legal Defenses, and Current Trends,” Presenter, 2014 JSH Annual Seminar: It’s All Fun and Games Until Someone Gets Hurt, November 2014
- “You Think You Know What Juries Are Thinking?...Think Again,” Presenter, 2014 JSH Annual Seminar: Current Issues in Governmental Liability, November 2014
- “Early Claims Investigation and Evaluation,” Presenter, JSH Seminar, October 2013
- “1983 Claims: Judgment Call or Judgment Day?” Co-Presenter, Arizona Public Risk Association’s Summer Educational Series, Flagstaff, September 2013
- “1983 Claims: Judgment Call or Judgment Day,” Co-Presenter, Arizona Counties Insurance Pool’s Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- “Excessive Force: Judgment Call or Judgment Day,” Co-Presenter, JSH Current Issues in Government Liability Seminar, November 2012
- “Notice of Claims and Other Hot Topics,” Presenter, Arizona Counties Insurance Pool and the Arizona Civil Attorneys Legal Seminar, May 2012



RYAN J. McCARTHY
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Education

University of Arizona
J.D., 2000

Stanford University
B.A., 1997
Political Science

Bar Admissions

Arizona
U.S. District Court,
District of Arizona

RYAN J. McCARTHY

Mr. McCarthy joined Jones, Skelton & Hochuli in 2000, and has been a Partner since 2007. His practice focuses on general civil litigation, wrongful death and personal injury defense, premises liability, product liability defense, professional liability defense, and automobile liability defense.

Mr. McCarthy received his JD from the University of Arizona College of Law in 2000, and his BA in political science from Stanford University in 1997. He is a member of the Arizona Association of Defense Counsel and is admitted to practice in both Arizona state and federal courts.

Mr. McCarthy co-chairs the firm's General Liability, Construction Litigation and Automobile Liability Defense practice groups. Mr. McCarthy is also chair of the firm's Recruiting Committee.

Areas of Practice

- Automobile Liability Defense
- General Civil Litigation and Insurance Defense
- Premises Liability
- Product Liability Defense
- Professional Liability
- Wrongful Death and Personal Injury Defense
- Aviation Law

Professional Associations & Memberships

- State Bar of Arizona (Member)
- Arizona Association of Defense Counsel (Member)

Civic/Community Associations

- Recreation Association of Madison Meadows-Simis (RAMMS). RAMMS is a volunteer organization founded in 1951 to provide youth recreational sports opportunities to children in Phoenix. RAMMS currently serves over 2000 children (President)

Professional Recognitions & Awards

- Listed, *Arizona's Finest Lawyers*
- Listed, *Best Lawyers in America*®, Product Liability Litigation - Defendants, 2016



MICHELE MOLINARIO
PARTNER

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Education

Arizona College of Trial
Advocacy, 2011

Arizona State University College
of Law
J.D., 2000
Honors with Distinction for Legal
Research and Writing

Arizona State University
University Honors College
B.S., 1996

Bar Admissions

Arizona, 2000
U.S. District Court,
District of Arizona, 2000
U.S. Court of Appeals,
Ninth Circuit, 2000

MICHELE MOLINARIO

Ms. Molinario joined Jones, Skelton & Hochuli in 2008, and has been a Partner since 2013. As a trial attorney since 2000, she has tried state and federal jury and bench trials and administrative law hearings. Ms. Molinario concentrates her civil litigation practice on governmental entity defense with an emphasis on civil rights matters. She has defended public entities/municipalities and private prisons in Section 1983 claims that include police-related non-lethal and lethal force incidents, SWAT raid/breaching tactics, failure to protect incidents, failure to render medical care, and various search and seizure incidents.

Ms. Molinario has also successfully prosecuted and defended EEOC investigations, wage disputes, FMLA, Title VII, ADA, ADEA and wrongful termination cases. She has also represented employers and employees before Merit System Boards, AZ POST, fingerprint boards and other licensing boards in cases involving due process and disciplinary matters. She has also successfully defended personal injury cases, wrongful death actions, negligent hiring, training and supervision cases.

Before Ms. Molinario received her law degree in 2000 from Arizona State University, she spent 14 years as a civilian with Tempe Police Department in the Narcotics and Special Enforcement Unit.

Areas of Practice

- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- General Civil Litigation and Insurance Defense
- Employment Law

Professional Associations & Memberships

- Public Risk Management Association (Arizona Chapter; Member, 2011 to present)
- Arizona Association of Defense Counsel, Member
- USLAW Network, Member

Civic/Community Associations

- LawForKids.org (Volunteer)
- Judge for First Round Oplinger Closing Argument Competition at Arizona State University, 2011

Presentations & Publications

- “What’s new under the sun? Hot Topics Regarding Notice of Claim,” Presenter, Webinar for Arizona School Risk Retention Trust Community College Risk Management Summit Members, January 2016
- “‘You’re Fired!’ or ‘Staying Hired?’: The New Peace Officers Bill of Rights,” Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- “Work Comp and General Liability Claims Issues,” Co-Presenter, 2015 PRIMA Summer Education Series, July 2015
- “*An Investigating Piece on Clawback Agreements*,” Co-Author, Facts & Findings, July 2015
- “Don’t Let the Jail House Rock: A Look at Recent Legal Trends to Balance Civil Rights and Order,” Co-Presenter, 2015 Arizona Jails Association Annual Conference, May 2015
- “Understanding the Police Disciplinary Process,” Presenter, West Valley Cities, March 2015
- “Background Checks: Helping Employers Navigate the Battle Between Negligent Hiring and Discriminatory Hiring Practices,” Presenter, 2014 PRIMA Summer Education Series, July 2014
- “Background Checks: Helping Employers Navigate The Battle Between Negligent Hiring And Discriminatory Hiring Practices,” Co-Author, *JSH Reporter*, Summer 2014
- “Social Media in Litigation: Friend or Foe,” Presenter, PRIMA 2014 Annual Conference, June 2014
- “Understanding The Police Investigation and Disciplinary Process,” Co-Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- “What Every Detention Officer Should Know About The Constitution,” Presenter, Arizona Detention Association’s 2014 Arizona Jails Annual Conference, May 2014
- “Managing Employment Risk,” Presenter, JSH Seminar, October 2013
- “Defending Police Liability Claims,” Presenter, Arizona Association of Defense Counsel, 2013
- “Good Cop/Bad Cop: Defining The How and When an Officer Should be Terminated,” Presenter, Arizona Public Risk Management Association’s Summer Educational Series, Flagstaff, September 2013
- “1983 Claims: Judgment Call or Judgment Day?” Co-Presenter, Arizona Public Risk Association’s Summer Educational Series, Flagstaff, September 2013
- “Understanding the Police Investigation and Disciplinary Process,” Presenter, National Business Institute, Handling the Police Liability Claim, May 22, 2013
- “Defending a Police Liability Claim,” Presenter, National Business Institute, Handling the Police Liability Claim, May 22, 2013
- “1983 Claims: Judgment Call or Judgment Day,” Co-Presenter, Arizona Counties Insurance Pool’s Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013

- “Handling Personnel Appeals Board Cases,” Co-Presenter, Arizona Counties Insurance Pool’s Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- “Excessive Force: Judgment Call or Judgment Day,” Co-Presenter, *JSH Current Issues in Government Liability Seminar*, November 2012
- “Judge’s Panel - A View from the Bench: Trends in the Courtroom During an Economic Downturn,” Moderator, Arizona Public Risk Management Association’s 5th Annual Summer Educational Series, August 2012
- “The New A.R.S. § 38-1104: A Shift Away from a Deferential Review of Police Officer Terminations (Effective July 20, 2011),” Author, *JS&H Reporter*, Summer 2011
- “Employers Beware: Retaliation Claims are on the Rise,” Presenter, PRIMA Conference, August 2011
- “Employment Law Issues,” Presenter, City of Chandler Employment Liability Seminar, July 2011
- “Res Judicata: When Does it Preclude a Public Employee From Suing a Public Employer?” Author, *JS&H Reporter*, Winter 2011
- “Caregiver Responsibilities: And Employer’s Responsibility to the Caregiver,” Author, *USLAW Magazine*, Fall/Winter 2009



JOSEPH J. POPOLIZIO
PARTNER

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FAX: 602-200-7876

Education

Western New England College
School of Law
J.D., 1990

Boston College
B.A., *cum laude*, 1986
Independent Major in
American Studies,
Political Science and History

Bar Admissions

Arizona, 1996
Connecticut (Inactive), 1990
District of Columbia (Inactive)
Court of Appeals, 1996
U.S. District Court,
District of Arizona
U.S. District Court,
District of Columbia
U.S. District Court,
District of Connecticut

JOSEPH J. POPOLIZIO

Joseph J. Popolizio has been a Partner at Jones, Skelton & Hochuli, since 2006. His primary areas of practice include commercial and business litigation, governmental liability, corrections defense, wrongful death and personal injury defense. Mr. Popolizio has also successfully defended clients in high profile matters involving the Department of Justice and the District of Columbia Human Rights Commission.

Representing both public and private sector clients in a host of civil litigation matters, Mr. Popolizio's practice is diverse. He has defended governmental entities, municipalities, and private prisons in cases involving Section 1983, civil rights, and excessive force claims in police and detention settings. Mr. Popolizio has also represented private sector clients in cases involving commercial tort law, including interference with business advantage, defamation, tortious interference with contractual relationships, quiet title, suretyship, community association issues, and product liability.

His representation of companies in these areas and risk management, combined with his jury trial and arbitration experience, is well recognized. Mr. Popolizio's ability to handle a myriad of complex civil litigation matters has been a hallmark of Mr. Popolizio's career.

Areas of Practice

- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- Wrongful Death and Personal Injury Defense
- General Civil Litigation and Insurance Defense
- Corrections Defense
- Transportation Defense
- Product Liability Defense
- Commercial and Business Litigation

Representative Cases

- *Gotbaum v. City of Phoenix*, 617 F. Supp. 2d 878 (D. Ariz. 2008)
- *Bella Vista Condominium Ass'n v. Gyadu*, 754 A.2d 160 (Conn. 2000)
- *United States of America v. Joseph M. Arpaio*, et al., U.S. District Court, District of Arizona, No. CV10-01878-PHX-GMS

Professional Associations & Memberships

- Maricopa County Superior Court Judge Pro Tempore
- State Bar of Arizona (Professionalism Committee, 2011 to present)
- Maricopa County Superior Court Bench (Bar Committee)
- Arizona Association of Defense Counsel (Member)
- Defense Research Institute (Lawyers' Professionalism and Ethics Committee; Vice Chair of the Webinar Committee)

Civic/Community Associations

- The Leukemia & Lymphoma Society (participant in 2 marathons & 2 centuries with Team in Training and past Board Member)
- The Leukemia & Lymphoma Society Team in Training
- Rock Star Status - Recognition for Exceptional Fundraising
- Courthouse Experience, 2000 to 2003
- Volunteer Lawyers Program, 1996 to 1998

Professional Recognitions & Awards

- Listed, *Arizona's Finest Lawyers*
- Trial Courts in Maricopa County Award for Significant Contributions to the Administration of Justice, Law Day, May 1, 2003

Presentations & Publications

- "Work Comp and General Liability Claims Issues," Co-Presenter, 2015 PRIMA Summer Education Series, July 2015
- "Rapid Fire Drill - AZ Case Law Updates," Presenter, JSH Seminar, October 2013
- "Defending Police Liability Claims," Presenter, Arizona Association of Defense Counsel, 2013
- "1983 Claims: Judgment Call or Judgment Day?" Co-Presenter, Arizona Public Risk Association's Summer Educational Series, Flagstaff, September 2013
- "Handling the Police Liability Claim: An Overview of State Law and 42 U.S.C. Section 1983 Actions Against Police Departments and Officers," Presenter, National Business Institute, Handling the Police Liability Claim, May 22, 2013
- "Ethical Pitfalls of Multiple Client Representation," Co-Presenter, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- "1983 Claims: Judgment Call or Judgment Day," Co-Presenter, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- "Overview of Police Liability Claims," Presenter, The Arizona Paralegal Association Spring Seminar, May 2013



GEORGIA A. STATON
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Education

University of Kansas
Lawrence, Kansas
J.D., 1974
B.A., English and Russian, 1971

Bar Admissions

Arizona 1977
Kansas (Inactive), 1974
Illinois (Inactive), 1983
U.S. District Court for the District
of Arizona; Kansas
U.S. Court of Appeals 9th Circuit
U.S. Supreme Court, 1980

GEORGIA A. STATON

Ms. Staton joined Jones, Skelton & Hochuli in 1984, and has been a Partner since 1992. She practices primarily employment, governmental liability and personal injury defense. Ms. Staton has tried over 75 cases to verdict. She has successfully tried scores of cases in both the state and federal court including wrongful death, Title VII, discrimination and sexual harassment claims, excessive force allegations against law enforcement including pursuit cases and SWAT actions. She is a Fellow in the American College of Trial Lawyers, and a member of the American Board of Trial Advocates and the International Association of Defense Counsel. Ms. Staton is also a Certified Specialist in Personal Injury and Wrongful Death.

Areas of Practice

- Employment Law
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- Wrongful Death and Personal Injury Defense

Professional Associations & Memberships

- American College of Trial Lawyers (2015 - 2016 Vice Chair of Arizona State Committee; Fellow 1991 - 2015)
- American Board of Trial Advocates (Member)
- U.S. District Court of Arizona (Lawyer Representative, 2010 to present)
- International Association of Defense Counsel (Member, 1996 to present)
- Government and Administrative Law Committee (Chair, 1999 to 2000)
- Arizona Association of Defense Counsel (Member, 1995 to present)
- Arizona Women Lawyers Association (Member)
- Defense Research Institute (Member)

Teaching Experience

- Arizona Trial College (Faculty Member, 1991 to present)
- Arizona State University College of Law (Adjunct Faculty Member, 1994 to 1996)
- Defense Research Institute, Speaker:
 - "Case Evaluation - Making it Matter" - Sharing Success - A Seminar for Women Lawyers, 2008
 - "Use of Technology in Trial - First Grader's Approach to Trial Practice," February 2007
 - "Age Discrimination...The 'Graying' of Employment Lawsuits," 2004
 - "Employment Retaliation Claims - the Tail that Wags the Dog," 2001
 - "Current School District Liability Issues: Sexual Harassment, School Searches and Disaster Plans," 2000

- “Americans with Disabilities Act,” 1997
- “Jury Selection in Sexual Harassment Cases,” 1996
- Public Practice Legal Seminar; Speaker - “Handling Section 1983 Cases,” May 2005
- State Bar of Arizona; Speaker:
 - “Trial Advocacy Today,” 2004 to 2009
 - “Getting Inside the Jury’s Mind,” May 2005
 - “The Art of Opening Statements,” April 2005
- International Association of Defense Counsel; Speaker:
 - “Providing Accommodation to the Deaf Under Title III of The Americans With Disabilities Act,” 2001
 - “Parallel Proceedings - A Discovery Minefield,” 1998
- Counsel on Education in Management; Speaker - “Reasonable Accommodation Under The ADA,” 1999
- “The Persuasion Edge: Winning Persuasion Strategies and Tactics for Trial Lawyers,” Instructor
- Evidence Workshop, State Bar of Arizona (Instructor 1988)
- Federal Trial Advocacy (Instructor 1987)
- National Institute of Trial Advocacy (Instructor 1985 to 1987)
- Faculty member of the following Maricopa County and Arizona Bar Association CLE Seminars, 1985 to present:
 - RICO - The Ultimate Commercial Weapon
 - Dram Shop Liability
 - Making a Record; Objections
 - Comparative Negligence/Contribution
 - Uninsured and Underinsured Motorist Coverage Issues
 - Ethics in Practice
 - Intangible Damages
 - Liquor Liability in Motor Vehicle Accident Cases
 - Sexual Harassment: Surviving the Nightmare
 - Ethical Questions for Lawyers in Personal Injury Cases
 - Negotiation Strategies for Women Lawyers
 - Sexual Harassment Litigation
 - Juror Challenges Under Batson
 - Legends of Litigation ... Discovery and Deposition

Professional Recognitions & Awards

- Listed, *Best Lawyers in America*®, Employment Law - Management, 2015-2016
- Listed, *Southwest Super Lawyers*, 2007-2010, 2013 - Present
- Listed, *Southwest Super Lawyers* -- Top 25 Female Lawyers in Arizona, 2013 - Present
- President’s Award, Arizona Women Lawyer’s Association, 2006

- Sarah Herring Sorin Award, Arizona Women Lawyer's Association, 2007
- Listed Top 100 Lawyers in Arizona, Arizona Business Magazine, 2015
- Rated, AV® Preeminent™ 5.0 out of 5
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Presentations & Publications

- "Jury Selection: How to Lose A Trial Before You Even Start," Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "Sham Affidavit," Presenter, 2015 American College of Trial Lawyers CLE Event, May 2015
- "Policies and Procedures: Do You Have One For This?" Co-Presenter, Arizona Counties Insurance Pool's Eighteenth Annual Public Practice Legal Seminar, May 2015
- "Notice of Claims: It's Not That Hard," Presenter, ABOTA's Day with the Masters CLE, April 2015
- "You Think You Know What Juries Are Thinking?...Think Again," Presenter, 2014 JSH Annual Seminar: Current Issues in Governmental Liability, November 2014
- "Jones, Skelton & Hochuli Attorney Finds Honor in Job," AZCentral, Who's Who in Business, 2014
- "Internal Investigations (It's A Dirty Job, But Somebody Has To Do It)," Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- "Retaliation and Whistleblower Claims (Revenge Is The Name Of A Television Show, It is Not An Employment Practice)," Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- "Background Investigations (Or How To Set Yourself Up For a Lawsuit Without Really Trying)," Presenter, Arizona Counties Insurance Pool, 2014 Public Practice Legal Seminar, May 2014
- "Who's The Boss: Employer Liability After Vance v. Ball State, Is the Line Really as Bright as the Court Intended?" Co-Author, IADC Employment Law Newsletter, July 2013
- "First Grader's Approach to Trial Presentations-Use of Technology in the Courtroom/Handling Personnel Appeals Board Cases," Presenter, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- "From Focus Group to Verdict," Presenter, American College of Trial Advocates CLE, April 2013
- "A Practical Guide to Opening Statements and Closing Arguments," Speaker, Civil Rights and Governmental Tort Liability Seminar, Defense Research Institute, January 2013
- "First Grader's Approach to Trial Presentations – Use of Technology in the



LORI L. VOEPEL
PARTNER

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Education

University of Arizona
College of Law
J.D., *magna cum laude*, 1993
Order of the Coif;
Order of the Barristers
Moot Court Team and Board

Northern Arizona University
B.S., *summa cum laude*, 1990

Bar Admissions

Arizona
U.S. Supreme Court
U.S. Court of Appeals for the
Fourth, Sixth, Ninth, and
D.C. Circuits
U.S. District Court,
District of Arizona

LORI L. VOEPEL

Ms. Voepel is a Partner and Co-Chair of the Appellate Department at Jones, Skelton & Hochuli, P.L.C. Since 1996, Ms. Voepel has handled federal and state appeals in nearly 300 cases in virtually every area of the law, including governmental liability, medical and legal malpractice, employment law, civil rights, insurance defense and bad faith, product liability, school law, prison liability, administrative law, commercial law, construction law, airline liability, criminal law, workers compensation and family law. She also assists with critical motions and provides appellate guidance to trial attorneys from the pleading stage through the trial and post-trial stages.

Ms. Voepel is admitted to practice in Arizona state and federal district courts, the United States Supreme Court, and the United States Court of Appeals for the Fourth, Sixth, Ninth and D.C. Circuits. Before joining Jones Skelton, Ms. Voepel's practice concentrated on criminal appeals and trials for nine years at Kimerer & Derrick, PLC. Immediately following graduation from University of Arizona College of Law in 1993, Ms. Voepel served as a judicial clerk for the Honorable Thomas A. Zlaket on the Arizona Supreme Court and for the Honorable Cecil B. Patterson on the Arizona Court of Appeals, Division One.

Ms. Voepel is a member of the State Bar Appellate Practice Section, has served since 2003 on the Maricopa Chapter Steering Committee for the Arizona Women Lawyers Association, and was a longtime Board Member for A New Leaf Organization. Ms. Voepel has presented at numerous seminars on appellate advocacy and has served as the Editor for the JSH Reporter since 2007. She is AV[®] rated in the Martindale-Hubbell Law Directory and is recognized as one of *Arizona's Finest Lawyers*.

Areas of Practice

- Appeals
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions

Professional Associations & Memberships

- AADC Ladder Down Program (Member, 2013)
- State Bar of Arizona (Appellate Practice Section, Member)
- Arizona Women Lawyers Association (Steering Committee)
- Horace Rumpole Inn of Court (Member)
- Defense Research Institute (Member)
- Arizona Supreme Court (Criminal Rules Committee, 2001 to 2003)

Civic/Community Associations

- A New Leaf (formerly PREHAB),(Government Affairs Committee, Board of Directors 2000 - 2013)

Professional Recognitions & Awards

- Listed, *Southwest Super Lawyers*, 2015
- Listed, *Arizona's Finest Lawyers*
- Rated, AV® Preeminent™ 5.0 out of 5
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Presentations & Publications

- "JSH Reporter Summer 2015 Issue," Editor, Summer 2015
- "Case Law Update," Co-Presenter, West Valley Cities, March 2015
- "Taking The Bite Out Of Damages: Recoverability, Legal Defenses, and Current Trends," Presenter, 2014 JSH Annual Seminar: It's All Fun and Games Until Someone Gets Hurt, November 2014
- "JSH Reporter Summer 2014 Issue," Editor, Summer 2014
- "Arizona Appellate Update," Co-Presenter, ACIC's General Counsel Seminar, July 2013
- "Current Issues/Case Law Update," Co-Presenter, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- "Appellate Practice," Co-Presenter with Judge Patricia Orozco, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013
- "Current Issues/Case Law Update," Co-Presenter, *JSH Current Issues in Government Liability Seminar*, November 2012
- "Notice of Claims and Other Hot Topics," Presenter, Arizona Counties Insurance Pool and the Arizona Civil Attorneys Legal Seminar, May 2012
- "The Importance of Preserving the Record During Motions, Oral Argument and Trial," Presenter, AADC Litigation Basics II Seminar, April 2012
- *JSH Reporter* (Editor 2007 to present)

Representative Cases

- *Watts v. Medicis Pharmaceutical Corp*, ____ P.3d ____, 2016 WL 237777 (Ariz. 2016) (Arizona Supreme Court, in case of first impression, adopted learned intermediary doctrine in prescription drug and device cases, upheld the doctrine as constitutional and not conflicting with UCATA, and rejected a "direct-to-consumer" marketing exception)
- *Milke v. Mroz*, 339 P.3d 659 (Ariz. App. 2014), *review denied*. (dismissal of capital case on double jeopardy grounds)
- *Milke v. Ryan*, 711 F.3d 998 (9th Cir. 2013) (obtained reversal of capital

- conviction where state failed to disclose Brady evidence concerning a police detective's record of misconduct and dishonesty)
- *Santee v. Mesa Airlines*, 270 P.3d 915 (Ariz. App. 2012) (won dismissal of appeal as premature where notice filed while Rule 68(g) motion was pending)
 - *Ariz. Indep. Redistricting Comm'n v. Brewer*, 275 P.3d 1267 (Ariz. 2012) (represented state senate in supreme court challenge to removal of redistricting commission chair)
 - *The Best Choice Fund, LLC v. Low & Childers*, 269 P.3d 678 (Ariz. App. 2011) (won on appeal regarding accrual of legal malpractice claim)
 - *Phoenix Children's Hospital v. Grant*, 265 P.3d 417 (Ariz. App. 2011) (amicus counsel in case upholding a defendant hospital and counsel's right to speak informally with treating physician employed by hospital)
 - *Bank One Corp. v. Indus. Comm'n of Arizona*, 244 P.3d 571 (Ariz. App. 2010) (won in workers compensation case involving supportive care benefits outlined in terms of settlement agreement)
 - *State v. City of Kingman*, 176 P.3d 53 (Ariz. App. 2009) (won on issue involving joint control of a roadway by ADOT & the City)
 - *Alvarado v. Cajun Operating Co.*, 588 F.3d 1261 (9th Cir. 2009) (won case of first impression, making punitive & compensatory damages unavailable for ADEA retaliation claims)

**For a complete list, visit Lori's bio on our website:
jshfirm.com/lorilvoepel**



JENNIFER B. ANDERSON
ASSOCIATE

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Education

The University of Michigan
Law School
Ann Arbor, Michigan
J.D., *cum laude*, 1994
Book Award recipient, Legal
Research and Writing

Arizona State University
Phoenix, Arizona
B.A., *summa cum laude*,
English, 1991

Bar Admissions

Arizona, 1994
Nevada (Inactive), 2006
U.S. Supreme Court
U.S. Court of Appeals for the
Ninth Circuit
U.S. Court of Appeals for the
District of Columbia Circuit
U.S. District Court, Arizona
U.S. District Court, Nevada

JENNIFER B. ANDERSON

Ms. Anderson handles appeals and post-trial proceedings in cases before federal and state courts concerning a wide range of issues, including governmental liability, employment, insurance defense, construction defect, and commercial law. Ms. Anderson also handles complex motion work at the trial level and assists trial counsel in preserving the record for appeal. She has represented clients in numerous appellate oral arguments, trial court hearings, and mediations.

Ms. Anderson joined the firm with significant experience as an appellate attorney in private practice. She served as a judicial clerk for the Honorable Johnnie B. Rawlinson of the Ninth Circuit Court of Appeals. Ms. Anderson also taught legal research, writing, and appellate advocacy at the William S. Boyd School of Law, University of Nevada, Las Vegas.

Areas of Practice

- Appeals
- Commercial and Business Litigation
- General Civil Litigation and Insurance Defense
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions

Representative Cases

- *Glazer v. State*, 712 Ariz. Adv. Rep. 16 (Ariz. May 8, 2015) (represented amici curiae Apache, Cochise, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Santa Cruz, Yavapai, and Pima Counties)
- *Arizona v. City of Tucson*, 761 F.3d 1005 (9th Cir. 2014)
- *Munoz v. Indus. Comm'n*, 318 P.3d 439 (Ariz. Ct. App. 2014)
- *Johnson v. Wells Fargo Home Mortg., Inc.*, 635 F.3d 401 (9th Cir. 2011)
- *In re Amerco Derivative Litig.*, 127 Nev. Adv. Rep. 17, 252 P.3d 681 (2011)
- *Renown Health v. Vanderford*, 126 Nev. Adv. Rep. 24, 235 P.3d 614 (2010) (represented amicus curiae Nevada Hospital Association)
- *Las Vegas Taxpayer Accountability Comm. v. City Council of Las Vegas*, 125 Nev. 165, 208 P.3d 429 (2009)

Professional Associations & Memberships

- American Bar Association (Vice-Chair, Appellate Advocacy Committee of the Tort Trial & Insurance Practice Section)
- State Bar of Arizona (Member, Appellate Practice Section)
- Arizona Women Lawyers Association (Member)

Civic/Community Associations

- United States Court of Appeals for the Ninth Circuit, Pro Bono Program Volunteer
- Volunteer Lawyers Program, past Volunteer Lawyer of the Month
- Legal Aid Center of Southern Nevada, Pro Bono Volunteer; received “50-Hour Club” Award

Presentations & Publications

- “Case Law Update -- LIVE!” Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- “Case Law Update,” Co-Presenter, West Valley Cities, March 2015
- “Emerging Trends: An Overview Of New Case Law And Developments,” Presenter, 2014 JSH Annual Seminar: It’s All Fun and Games Until Someone Gets Hurt, November 2014
- “Recent Developments in Appellate Advocacy,” Co-author, *49 Tort Trial & Insurance Practice Law Journal* 53, 2013
- “Recent Developments in Appellate Advocacy,” Co-author, *46 Tort Trial & Insurance Practice Law Journal* 195, 2011
- “Recent Developments in Appellate Advocacy,” Co-author, *45 Tort Trial & Insurance Practice Law Journal* 179, 2010
- “Making Equal Justice a Reality Through Pro Bono Representation,” Co-author, *Communiqué*, September 2008
- “State and National Trends in Appellate Practice,” Lead Author, *Communiqué*, March 2008
- “The Lawyering Process Program: Building Confidence and Competence,” Co-author, *Nevada Lawyer*, December 2001
- “Outside the Margins: Using Comment Sheets to Provide Feedback on Student Writing,” Presenter, Third Annual Rocky Mountain Regional Legal Writing Conference, March 2003
- “Polishing Your Practice: How to Shine as a Young Lawyer,” Panelist, Arizona State Bar Convention, 1997
- The University of Michigan Journal of Law Reform, Research & Development Editor



JONATHAN P. BARNES
ASSOCIATE

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Education

Arizona State University
College of Law
J.D., 2010

Northern Arizona University
B.A., Philosophy, 2004

Bar Admissions

Arizona, 2010
California (Inactive), 2011
U.S. District Court,
District of Arizona, 2011
U.S. Court of Appeals, 9th Circuit

JONATHAN P. BARNES

Mr. Barnes joined Jones, Skelton & Hochuli as an Associate in 2011, and concentrates his practice on federal and state appeals, general civil litigation and insurance defense. Prior to joining Jones, Skelton & Hochuli, he clerked for Judge Orozco in the Arizona Court of Appeals, Division One. Mr. Barnes received his law degree from Arizona State University College of Law in 2010, and is admitted to practice in Arizona and California.

Areas of Practice

- Appeals
- General Civil Litigation and Insurance Defense
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions

Representative Cases

- *Pinal v. Honorable Cooper/Gaffney*, 2015 Published Opinion
- *Plaintiff's v. Tucker Plumbing Inc.*, 2013 Published Opinion

Professional Associations & Memberships

- Young Lawyer Division of the Arizona State Bar, Appellate Practice Section Liaison
- Arizona Association of Defense Counsel, Member
- USLAW Network, Member

Presentations & Publications

- "Case Law Update -- LIVE!" Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "Appellate Highlights," Author, *JSH Reporter*, Summer 2015
- "Are You Smarter Than A Claimant's Lawyer?" Learning To Identify The Essential Elements Of A Valid Notice Of Claim," Presenter, 2014 JSH Annual Seminar: Current Issues in Governmental Liability, November 2014
- "Appellate Highlights," Author, *JSH Reporter*, Fall 2014
- "Privity Of Contract Is Still The Rule For Breach-Of-Implied-Warranty Claims Against Subcontractors, Even For New Home Construction," Author, *JSH Reporter*, Summer 2014
- "Appellate Highlights," Author, *JSH Reporter*, Summer 2014
- "Current Issues/Case Law Update," Co-Presenter, Arizona Counties Insurance Pool's Sixteenth Annual Public Practice Legal Seminar, Prescott, May 2013



ELIZABETH A. GILBERT
ASSOCIATE

egilbert@jshfirm.com
TEL: 602-263-1710
FAX: 602-200-7835

Education

Arizona State University
J.D., 1995

Arizona State University
B.S., Business Administration,
1990

Bar Admissions

Arizona, 1995
U.S. District Court,
District of Arizona

ELIZABETH A. GILBERT

Elizabeth Gilbert has been a trial attorney since 1995 and joined Jones, Skelton & Hochuli in 2012. She has tried over 75 jury trials in both criminal and civil matters. Ms. Gilbert spent the first 12 years of her legal career at the Maricopa County Attorney's Office where she prosecuted violent criminals, including large, high-profile gang/criminal syndicate cases involving joint state and federal task forces. In 2007, she joined the firm of Wilkes & McHugh, to represent individuals who had suffered injuries as a result of abuse and/or neglect pursuant to the Adult Protective Services Act.

Since joining Jones, Skelton & Hochuli, Ms. Gilbert has focused her practice on defending public entities against civil rights claims, such as excessive force claims, as well as discrimination claims made pursuant to both state and federal law, such as sexual harassment, age discrimination (ADEA), gender discrimination (Title VII), retaliation and wrongful termination. Ms. Gilbert practices in State and Federal courts throughout Arizona.

Areas of Practice

- General Civil Litigation and Insurance Defense
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions
- Employment Law

Professional Associations & Memberships

- State Bar of Arizona (Member)

Professional Recognitions & Awards

- Ms. Gilbert received the Honor Award from the Bureau of Alcohol, Tobacco, Firearms and Explosives in 2008 for her work on the White Supremacy investigation/prosecution which was concluded in 2007.

Presentations & Publications

- "Pregnancy Discrimination and Religious Discrimination: The New Landscape," Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "How FOIA Requests Can Assist a Claims Adjuster in Investigating a Loss," Co-Author, Facts & Findings, May 2015
- "Shining a Light on the Public's 'Right to Know': An Update on Public Records Law," Presenter, Arizona Paralegal Association's Annual Legal Seminar, May 2015

- “Taking The Bite Out Of Damages: Recoverability, Legal Defenses, and Current Trends,” Presenter, 2014 JSH Annual Seminar: It’s All Fun and Games Until Someone Gets Hurt, November 2014
- “Shining A Light On The Public’s “Right To Know”: An Update On Public Records Law,” Presenter, 2014 JSH Annual Seminar: Current Issues in Governmental Liability, November 2014
- “The Application of the Family Educational Rights & Privacy Act in Litigation,” Author, *JSH Reporter*, Fall 2014
- “Keeping Up with Employment Law,” Presenter, Arizona Health Care Association, August 2014
- “Medical Questions You Want to Ask...but Don’t Know if You Can,” Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- “Bullying in the Workplace,” Presenter, Arizona Counties Insurance Pool HR Summit, June 2014
- “Who’s The Boss: Employer Liability After Vance v. Ball State, Is the Line Really as Bright as the Court Intended?” Co-Author, IADC Employment Law Newsletter, July 2013



JUSTIN M. ACKERMAN
ASSOCIATE

jackerman@jshfirm.com
TEL: 602-263-1740
FAX: 602-200-7850

Education

Arizona Summit Law School
J.D., *summa cum laude*,
Valedictorian, 2013
Class Rank: 1/171
Staff Editor, *Phoenix Law Review*
CALI Awards

Arizona State University
B.S. Political Science,
summa cum laude, 2010
Graduate of The Barrett Honors
College

Bar Admissions
Arizona, 2013

JUSTIN M. ACKERMAN

Mr. Ackerman joined Jones, Skelton and Hochuli as an Associate in our Appellate Department. After graduating as the Valedictorian of his class from Arizona Summit Law School, Mr. Ackerman worked as a Law Clerk for the Honorable Michael J. Brown in Division One of the Arizona Court of Appeals.

During law school, Mr. Ackerman sought out a variety of externships in order to build a solid foundation for an appellate practice, including externing on the Ninth Circuit Court of Appeals, the Arizona Court of Appeals, the U.S. Attorney's Office, and the Arizona Attorney General's Office. Mr. Ackerman was also awarded ten CALI awards for receiving the highest grade in a class during his time at Arizona Summit Law School and had his law review article selected for publication.

During his free time, Mr. Ackerman trains at his family owned business in Krav Maga, the official self-defense of the Israeli Defense Forces, and enjoys going to the movies with his wife.

Areas of Practice

- Appeals
- Commercial and Business Litigation
- General Civil Litigation and Insurance Defense
- Governmental Liability, Including Civil Rights and Defense of Educational Institutions

Presentations & Publications

- "A.R.S. 12-821.01, anything new under the sun?" Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "An Investigating Piece on Clawback Agreements," Co-Author, Facts & Findings, July 2015
- *An Online Gamer's Manifesto: Recognizing Virtual Property Rights By Replacing EULA Agreements in Virtual Worlds*, 6 Phoenix L. Rev. 137 (2013)

Professional Associations & Memberships

- Arizona Association of Defense Counsel, Member
- USLAW Network, Member



AMELIA A. ESBER
ASSOCIATE

aesber@jshfirm.com
TEL: 602-263-1755
FAX: 602-200-7848

Education

University of Arizona
James E. Rogers College of Law
J.D., *cum laude*, 2014
Dean's Achievement Scholarship,
Dean's List
Managing Editor, *Arizona Journal*
of International and
Comparative Law

The Ohio State University
B.S. Psychology, *cum laude*, 2011
Trustee's Scholarship
Dean's List

Bar Admissions

Arizona, 2014
U.S. District Court, Arizona

AMELIA A. ESBER

Ms. Esber joins Jones, Skelton & Hochuli as an Associate focusing her practice on general civil litigation, government liability and employment law, and wrongful death and personal injury defense. Ms. Esber received a Bachelor of Science degree from The Ohio State University before attending law school at the University of Arizona, James E. Rogers College of Law.

Prior to joining Jones, Skelton & Hochuli, Ms. Esber served as a legal extern for the Honorable Jennifer G. Zippis at the United States District Court for the District of Arizona. Ms. Esber was the Managing Editor of the *Arizona Journal of International and Comparative Law* and her article was selected for publication.

When she is not in the office, Ms. Esber is a culinary adventurer and enjoys dining out at new local hotspots in Phoenix. As a student at Ohio State, she took a sky-diving course and successfully made the plunge from 12,000 feet. Ms. Esber is still a devoted Ohio State Buckeye fan.

Areas of Practice

- General Civil Litigation and Insurance Defense
- Government Liability, Including Civil Rights and Defense of Educational Institutions
- Employment Law
- Wrongful Death and Personal Injury Defense

Presentations & Publications

- "‘You’re Fired!’ or ‘Staying Hired?’: The New Peace Officers Bill of Rights," Co-Presenter, Current Issues in Governmental Liability Seminar, November 2015
- "Don't Let the Jail House Rock: A Look at Recent Legal Trends to Balance Civil Rights and Order," Co-Presenter, 2015 Arizona Jails Association Annual Conference, May 2015
- "Curing the Drug Lag: A Proposal for International Harmonization of Pharmaceutical Approval," Author, *Arizona Journal of International and Comparative Law*, Spring 2014



JACOB L. SPECKHARD
ASSOCIATE

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Education

Arizona State University
Sandra Day O'Connor
College of Law
J.D. 2015

Willard H. Pedrick Scholar
CALI Awards
Legal Advocacy
The Litigation Experience
Sports and Entertainment
Law Journal

California Lutheran University
B.A. Political Science
2011

Bar Admissions

Arizona, 2015
U.S. District Court,
District of Arizona

JACOB L. SPECKHARD

Mr. Speckhard joined Jones, Skelton & Hochuli as an Associate in 2015, and concentrates his practice on General Civil Litigation, Insurance Defense, Premises Liability, and Automobile Liability Defense. He received his undergraduate degree from California Lutheran University, where he played wide-receiver for the football team, and his law degree from the Sandra Day O'Connor College of Law at Arizona State University, where he was named a Willard H. Pedrick Scholar and recipient of the CALI Excellence for the Future Award in Legal Advocacy and The Litigation Experience.

During law school, Mr. Speckhard worked as a Summer Associate at Jones, Skelton & Hochuli and JDA Software. He also served as a Legal Extern for the Honorable Robert Oberbillig, Maricopa County Superior Court, Civil Division.

In his spare time, Jacob enjoys playing guitar and spending time with his family and friends.

Areas of Practice

- Automobile Liability Defense
- Construction Litigation
- General Civil Litigation and Insurance Defense
- Premises Liability

Professional Associations & Memberships

- Arizona Association of Defense Counsel, Member
- USLAW Network, Member



ERICA J. SPURLOCK
ASSOCIATE

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TEL: 602-263-7304

FAX: 602-200-7884

Education

Boston University School of Law
J.D. *cum laude*, 2015
Dean's Award, First Amendment
Journal of Science and
Technology

Tufts University
B.A. *cum laude*, 2012
Political Science
Art History
Dean's List

Bar Admissions

Arizona, 2015
U.S. District Court,
District of Arizona

ERICA J. SPURLOCK

Ms. Spurlock is an Associate with Jones, Skelton & Hochuli, where her practice focuses on Dram Shop Defense, Personal Injury Defense, General Liability Defense and Employment Law. Ms. Spurlock received a Bachelor of Arts degree at Tufts University in Massachusetts, before attending law school at Boston University. While attending law school, Ms. Spurlock participated in the Housing, Employment, Family, and Disability Civil Litigation Clinic as a licensed student-attorney. She was also a member of the Women's Bar Association of Massachusetts, volunteered for the Election Protection Hotline, and represented Boston University on the law school basketball team. Ms. Spurlock established a fundamental background in dram shop defense law by working for several restaurants and catering companies filling a variety of front of house positions, and has been licensed to serve liquor in two states.

Before graduating law school Ms. Spurlock worked as Law Clerk for the Attorney General's Office in the Criminal Division and for The Law Offices of Diane Miller. She also was a summer intern for Jones, Skelton & Hochuli.

Outside of the office, Ms. Spurlock enjoys cheering for the Green Bay Packers, spending time with her Bulldog, Meatball, and expanding her culinary abilities. Ms. Spurlock speaks conversational French, and is also an active swimmer, skier, and basketball player.

Areas of Practice

- Dram Shop Defense
- Employment Law
- General Liability Defense
- Personal Injury Defense

Professional Associations & Memberships

- Arizona Association of Defense Counsel, Member
- USLAW Network, Member

SECTION 3

**Attachment A – Professional Services Contract
Schedule A – Pricing**



**ROQ – 151721
Specialty Legal Services**

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

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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ROQ – 151721 Specialty Legal Services

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Florence, AZ 85132

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



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ROQ – 151721 Specialty Legal Services

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

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.



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ROQ – 151721
Specialty Legal Services

Pinal County
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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.



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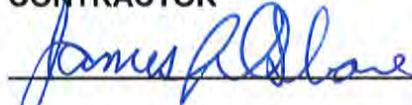
ROQ – 151721
Specialty Legal Services

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

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 _____ day of _____, 2016.

CONTRACTOR



By: James J. Osborne
General Counsel

Date: 3.28.16

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

Date: _____

ATTEST:

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller, Deputy County Attorney

	ROQ – 151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ ____ (See below) ____ 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.)

JSH is willing to provide legal services according to the hourly rates set forth below, effective for three years after the commencement of this contract:

TITLE	HOURLY RATE
Senior Partner (16 plus years of experience)	\$225
Partner (10 – 16 years of experience)	\$215
Senior Associate or Of Counsel (5 – 10 years of experience)	\$195
Associate (0 – 5 years of experience)	\$185
Paralegal/ Administrative Support	\$100

We proposed the following rates for all cases deemed non-complex, which generally exclude §1983/civil rights, wrongful death, employment, and appellate matters.

TITLE	HOURLY RATE
Senior Partner (16 plus years of experience)	\$195
Partner (10 – 16 years of experience)	\$190
Senior Associate or Of Counsel (5 – 10 years of experience)	\$185
Associate (0 – 5 years of experience)	\$180
Paralegal/ Administrative Support	\$95

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