Contract ID#: CQAT17000003

Department: County Attorney

E-60-17

E-60-17

Contract Details

SERVICES: Outside counsel

NIFS ID #: CQAT17000003 NIFS Entry Date: 2/27/17 Term: Effective date – Completion

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Napoli Shkolnik PLLC	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle
Address: 400 Broadhollow Rd, Suite 305 Melville, NY 11747	Contact Person: Salvatore Badala	Address: 1 West St., Mineola NY 11501
	Phone: (212) 397-1000	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
2/28/17	OMB	*NIFS Approval* ☑	2/28/17		Yes ☑ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	2/28/17		
	County Attorney	*CA Approval as to form* ☑	2/28/17		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	3/6/17		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
3/3/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/3/17		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE

PR5254 (8/04)

Contract ID#: CQAT17000003

Department: County Attorney

Contract Summary

Description: New outside counsel contract.

Purpose: This is a new outside counsel contract to represent the County in connection with investigating and, if appropriate, bringing an action against manufacturers of prescription opiates. Outside counsel was selected due to the complexity of the subject matter and resources necessary to commence this affirmative litigation.

Method of Procurement: The County Attorney's Office conducted a streamlined procurement process. Five law firms with experience in affirmative litigation were contacted: Simmons Hanly Conroy LLP; Zwerling Schachter & Zwerling; Maggiano DiGirolamo & Lizzi P.C.; Dankner Milstein & Ruffo, P.C.; and Kreindler & Kreinderler LLP. One firm declined to submit a proposal; two firms did not respond to our request; and two firms submitted a proposal. While conducting additional research, the County Attorney's Office received a proposal from a qualified firm, Napoli Shkolnik PLLC, with far more favorable terms for the County.

Procurement History: N/A

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $0.01 (contingency fee)

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/3/17
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Napoli Shkolnik PLLC (CQAt17000003)

2. Dollar amount requiring NIFA approval: $ Contingency fee

Amount to be encumbered: $ 0.01

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: Effective date-Completion

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new outside counsel contract for representation of the County in connection with investigating and, if appropriate, bringing an action against manufacturers of prescription opiates.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 8/28/17

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND NAPOLI SHKOLNIK PLLC

WHEREAS, the County has negotiated a personal services agreement with Napoli Shkolnik PLLC to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Napoli Shkolnik PLLC

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Napoli Shkolnik PLLC (CQAT17000003)

CONTRACTOR ADDRESS: 400 Broadhollow Rd, Suite 305, Melvill NY 11747

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The County Attorney's Office conducted a streamlined procurement process. Five law firms with experience in affirmative litigation were contacted: Simmons Hanly Conroy LLP; Zwerling Schachter & Zwerling; Maggiano DiGirolamo & Lizzi P.C.; Dankner Milstein & Ruffo, P.C.; and Kreindler & Kreinderler LLP. One firm declined to submit a proposal; two firms did not respond to our request; and two firms submitted a proposal. While conducting additional research, the County Attorney's Office received a proposal from a qualified firm, Napoli Shkolnik PLLC, with far more favorable terms for the County.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/27/17

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Kathleen Rice and Madeline Singas.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2/10/17

Vendor: NAPOLI SHKOLNIK PLLC

Signed:

Print Name: Hunter Shkolnik

Title: Partner

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Marie Kaiser Napoli

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 400 Broadhollow Road, Suite 305

   City/state/zip Melville, New York 11747

   Telephone (631) 2241133

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 07 / 06 / 2015

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [✓] NO [ ] If Yes, provide details. more than 10%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES [ ] NO [✓] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES [✓] NO [ ];
   If Yes, provide details. Napoli Law and AN Realty

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ☐ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☑ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☑ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☑ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ☐ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ☐ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ☐ NO ☑ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☑ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [✓] If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [ ] NO [✓] If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES [ ] NO [✓] If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES [ ] NO [✓] If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES [ ] NO [✓] If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES [ ] NO [✓] If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marie Kaiser Napoli, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 16 day of February 2017

Sylvia Thomas

Notary Public

SYLVIA THOMAS
Notary Public, State of New York
No. 5031139
Qualified in Westchester County
Commission Expires August 1, 2018

Napoli Shkolnik PLLC

Name of submitting business

Marie Kaiser Napoli

Print Name

Marie Napoli

Signature

Title

02 / 16 / 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Hunter J. Shkolnik

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 400 Broadhollow Road, Suite 305

   City/state/zip Melville, New York 11747

   Telephone 631 224-1133

   Other present address(es) 360 Lexington Avenue, 11th Floor

   City/state/zip New York, New York 10017

   Telephone 212 397-1000

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 07/06/2015

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. More than 10%.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details. Hunter J. Shkolnik attorney at Law PLLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ✓ NO ___ If Yes, provide details for each such year. Delayed 2015 tax payment for both federal and State. State has been fully paid. Federal is still being paid.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Hunter S Nicholl, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of February 2017

Salvatore C. Badala
Notary Public, State of New York
NO. 02BA6279652
Qualified in Queens County
Commission Expires 04/15/2017

Notary Public

NAPOLI SHKOLNIK PLLC

Name of submitting business

Hunter J. Shkolnik

Print name

Signature

Partner

Title

2 / 10 / 2017

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2/10/17

1) Proposer's Legal Name: Napoli Shkolnik PLLC

2) Address of Place of Business: 400 Broadhollow Road, Suite 305, Melville, NY 11747

List all other business addresses used within last five years:
360 Lexington Avenue, 11th Floor, New York, NY 10017

3) Mailing Address (if different): _____

Phone: 631 224-1133

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ✓ Partnership ____ Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ____ If Yes, please provide details: Napoli Shkolnik PLLC and Napoli Shkolnik & Associates PLLC share office space, staff, and equipment.

8) Does this business control one or more other businesses? Yes ____ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We have conflict searches performed on our database of cases when a new case is to be signed up. This system ensures that no conflict will be allowed.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; - July 6, 2015

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; → Marie Napoli - 1985-4 Cedar Swamp Road Brookville, NY 11545

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); - New York

v) The number of employees in the firm; - 143

vi) Annual revenue of firm; Confidential

vii) Summary of relevant accomplishments - See attached.

viii) Copies of all state and local licenses and permits.

Hunter J. Shkolnik 108 Centre Island Road Oyster Bay, NY 11771

B. Indicate number of years in business. - Hunter Shkolnik has been practicing law for 31 years. Marie Napoli has been practicing law for 23 years. Paul Napoli has been practicing law for 25 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. - See attached.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company St. John's School of Law

Contact Person Dean Michael A. Simons

Address 81-50 Utopia Pkwy

City/State Jamaica, NY

Telephone 718 990-6600

Fax # _____

E-Mail Address _____

Company Peter H. Woodin, Esq.

Contact Person Peter H. Woodin, Esq.

Address 620 Eighth Avenue, 34th Floor, New York, NY 10018

City/State New York, NY

Telephone 212 607 2761

Fax # 212 751 4099

E-Mail Address

Company Hon. Stephen G. Crane (Ret.)

Contact Person Hon. Stephen G. Crane (Ret.)

Address 620 Eighth Avenue, 34th Floor

City/State New York, NY

Telephone 212 607 2764

Fax # 212 751 4099

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Hunter J Shkolnik, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of February 2017

Salvatore C. Badala
Notary Public, State of New York
NO. 02BA6279652
Qualified in Queens County
Commission Expires 04/15/2017

Notary Public

Name of submitting business: Napoli Shkolnik PLLC

By: Hunter Shkolnik
Print name

Signature

Partner
Title

2/10/17
Date

State of New York
Department of State } ss:

I hereby certify, that NAPOLI SHKOLNIK PLLC a NEW YORK Professional Service Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 07/06/2015, and that Professional Service Limited Liability Company is existing so far as shown by the records of the Department.

***

WITNESS my hand and the official seal of the Department of State at the City of Albany, this 21st day of July two thousand and fifteen.

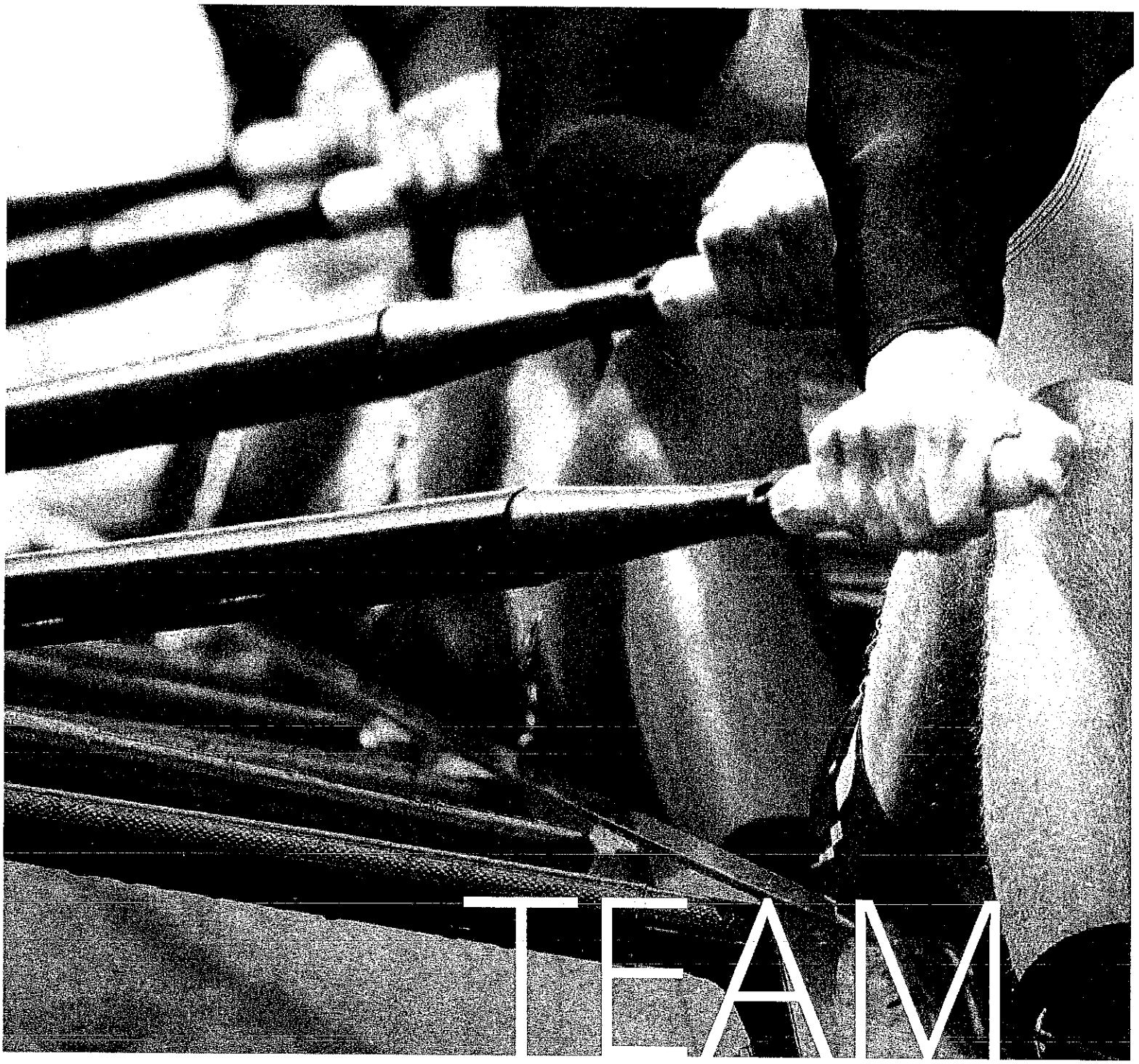
Anthony Giardina

Executive Deputy Secretary of State

201507220201 164

NAPOLI
SHKOLNIK PLLC
ATTORNEYS AT LAW

MEDIA KIT 2016



TEAM PERFORMANCE

WE HOPE YOU FIND THIS INFORMATIVE AND WE LOOK FORWARD TO WORKING ALONGSIDE YOU.

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

360 LEXINGTON AVENUE, 11TH FLOOR
NEW YORK, NEW YORK 10017

(212) 397-1000
NAPOLILAW.COM

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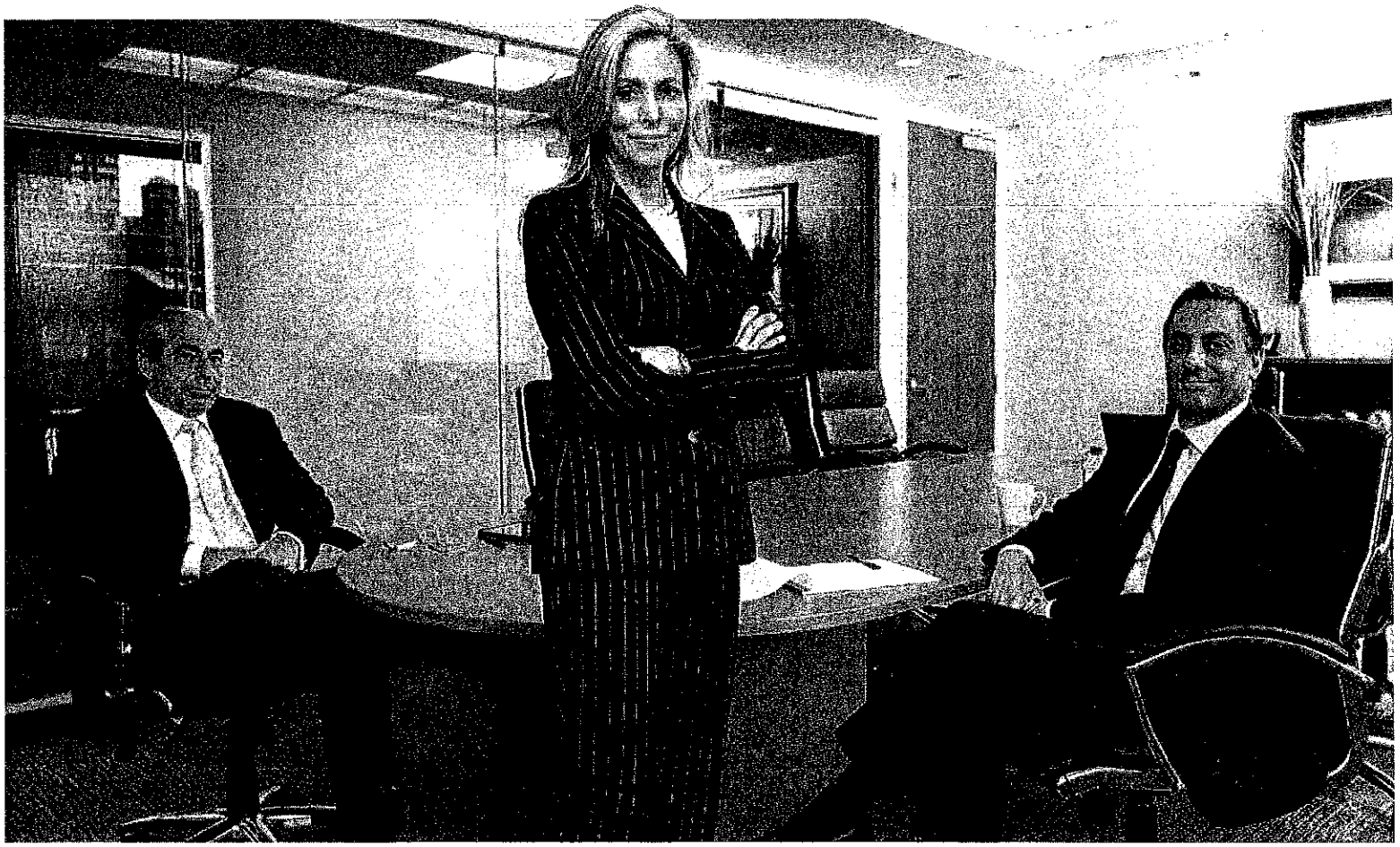


FROM LEFT Hunter J. Shkolnik, Partner, Marie Napoli, Partner, and Paul J. Napoli, Of Counsel.

PRACTICE AREAS | 05
We handle cases nationwide.

TEAM PROFILES | 06
Experience, purpose and determination.

VERDICTS AND SETTLEMENTS | 12
Representing clients in complex litigation, arbitration proceedings and mediations.

MEDIA EXCERPTS | 14
Sought after speakers: interviewed in leading articles around the country.

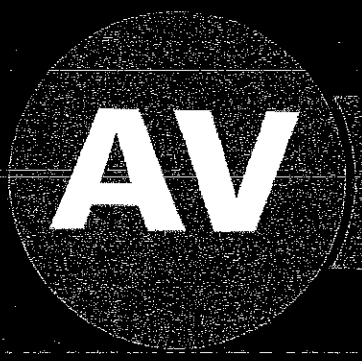
GIVING BACK | 30
A tradition of sponsoring honorable and educational organizations.

LEGAL LEADERS

PRESENTS MARTINDALE-HUBBELL

TOP RATED LAWYERS

2016



FEATURING

PREEMINENT®

MARTINDALE-HUBBELL® LAWYER RATINGS

HOW CAN WE HELP?

Our clients come from across the United States. We work alongside local co-counsel across the country.

Asbestos Related Illnesses	Aviation Accidents	Complex Litigation
Defective Prescription Drugs	Defective Medical Devices	Serious Personal Injury
Social Security Disability	Workers' Compensation	World Trade Center

WE EVALUATE CASES DAILY and we encourage you to contact Napoli Shkolnik PLLC to discuss steps for compensation for our clients as well as to speak about any new litigations.

We have active offices in California, Illinois (Madison County and Chicago), Delaware, Florida, Texas and our principal offices are in New York City and Long Island.

The following articles highlight some of the cases we are currently litigating or have recently resolved.

Our attorneys hold a variety of leadership positions (lead or liaison counsel, members of litigation steering committees) in numerous multi-district litigations for pharmaceutical cases.

Interested parties call (212) 397-1000.

TEAM PROFILES

We look forward to building

VERDICTS AND SETTLEMENTS

Building on the firm's ongoing success, we represent clients in complex litigation, arbitration proceedings and mediations.

"The ability to help a client, often at a time when they need it most and have nowhere else to turn, is ultimately rewarding."

MARIE NAPOLI, PARTNER

$ 30.75 Million Settlement

For a class of over 4500 Oklahoma royalty interest owners against several big oil companies for their unauthorized deduction from royalty payments owed to claimants.

$ 650 Million Settlement

The firm negotiated this settlement to resolve the claims of approximately 4,000 Pradaxa® users who claimed to have been injured by the drug.

$ 17 Million Settlement

This settlement was reached on behalf of four U.S. Military Servicemen who were killed in a UH-60A Blackhawk helicopter crash. The action alleged improper maintenance and servicing of the DynCorp International LLC accident aircraft.

Multi-Million Dollar Settlement

'Fracking' Settlement for over 50 residents of Dimock, PA, in actions against a natural gas companies for contamination of their drinking water supply wells. Featured in the award-winning 2010 documentary *Gasland* that focuses on the environmental impacts of natural gas drilling operations.

$ 47.5 Million Settlement

For injuries sustained by Rescue and Recovery workers at ground zero from toxic dust recovered from The Port Authority of New York and New Jersey.

$ 100 Million Settlement

This settlement was reached on behalf of the injured women who used the birth control device, NuvaRing®.

$ 24.5 Million Settlement

For injuries sustained by Rescue and Recovery workers at Ground Zero from toxic dust at Fresh Kills landfill.

$ 10 Million Settlement

For over 300 residents of Brooklyn, NY, in their action against several oil companies for personal injury and property damage caused by one of the longest ongoing oil spills in United States history.

$ 8 Million Federal Court Settlement

The firm obtained this settlement on behalf of a senior citizen who was struck by a Mack truck tractor trailer while walking in a crosswalk. The pedestrian suffered a traumatic leg amputation after being run over by the truck.

"We combine strong trial advocacy with the unparalleled use of technology in order to give our clients the best representation available."

HUNTER J. SHKOLNIK, PARTNER

$ **816.45 Million** Settlement

For injuries sustained by Firefighters, Police Officers and Construction Workers at Ground Zero from toxic dust.

$ **7.8 Million** Settlement

Value on behalf of customers whose personal and financial information was compromised due to the company's failure to properly protect this information.

$ **2.5 Million** Settlement

Against an investment advisor firm for breach of their fiduciary duties to their clients.

$ **52 Million** Settlement

For environmental contamination of municipal water supplies of MTBE by Petroleum Refiners and Retailers.

$ **11 Million** Settlement

For a water district serving over 48,000 residents in an action against several industrial entities for contamination.

$ **28 Million** Settlement

For injuries sustained by Rescue and Recovery Workers at Ground Zero from Toxic Dust while working on the Barges and Piers.

$ **2 Million** Settlement

Our client was exposed to asbestos during his career as an insulator. At the direction of the owners and general contractors, he was brought into direct contact with asbestos-containing products through his work. The firm successfully obtained this settlement on behalf of our client and his family against major oil companies such as ExxonMobile, Shell Oil Co., and Chevron/Union Oil as well as major contractors and products manufacturers.

$ **7 Million** Settlement

For a water district and its more than 3,000 clients for damages resulting from MTBE contamination of drinking water supply wells in Rhode Island. ■

"Our firm's continuing drive to provide the highest level of service maximizes our clients' potential recovery."

PAUL J. NAPOLI, OF COUNSEL

RECOGNITION & RESULTS | A SAMPLING

Hunter Shkolnik is Co-Lead Counsel in the In Re Daily Fantasy Sports Litigation in the United States District Court of Massachusetts.

Napoli Shkolnik was appointed to the Bair Hugger MDL Litigation.

The Civil Rights department freed a client from prison after a Judge tossed out a double murder conviction.

The firm represents thousands of RushCard customers who were allegedly shut out of their prepaid card accounts last October.

The Pharmaceutical Litigation department's representation in *Bristol-Myers Squibb Co. v. Superior Court* was recognized in the NYLJ and Law360 as being "One of the Top Product Liability Cases of 2016."

Napoli Shkolnik representatives visited Washington D.C. to lobby Congress for a Flint Victim's Compensation Fund.

Hunter Shkolnik is named to the Plaintffs' Executive Committee Member in the *Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation.*

Hunter Shkolnik appointed to Plaintiffs' Executive Committee in Invokana Liability Litigation.

The Commercial Litigation department has filed numerous class actions against UBER in federal courts across the country to stop the company from misclassifying its drivers.

Napoli Shkolnik has filed a class action in the Northern District of New York on behalf of Hoosick Falls residents against Saint-Gobain Performance Plastics Corp. and Honeywell International, Inc. for water contamination.

Napoli Shkolnik attorneys appeared on Fox News, Fox Business Coast to Coast, CBS News, CNN News Room, NBC News WHDT and other local affiliates.

Jennifer Liakos named a member of the Plaintiffs' Executive Steering Committee in Viagra Products Liability Litigation (MDL 2).

Jennifer Liakos appointed to Abilify Plaintiffs' Steering Committee.

The Environmental Team has filed a class action with the NAACP in Flint, Michigan.

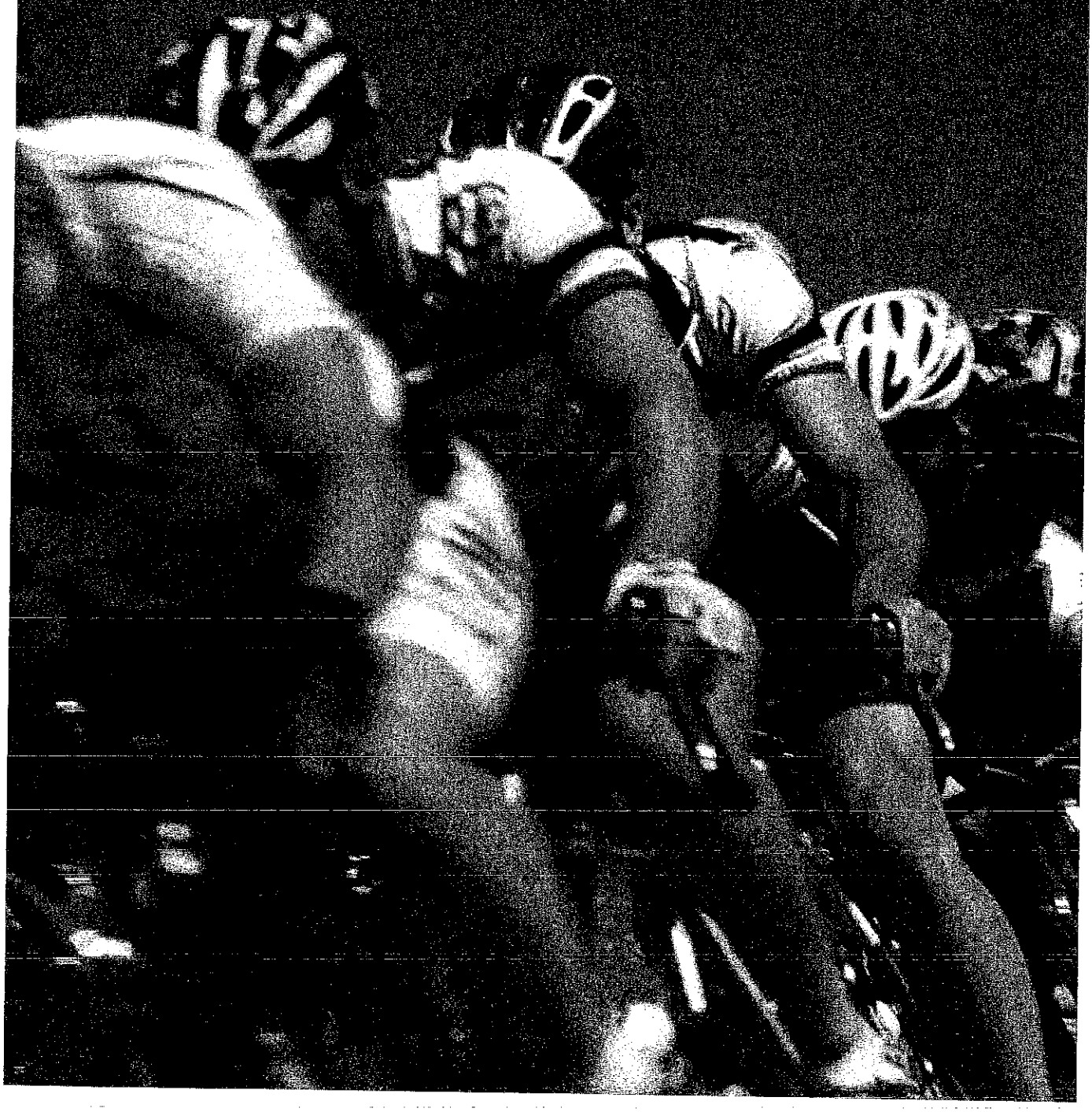
Napoli Shkolnik filed a lawsuit on behalf of a mother of three who was the victim of a prescription opioid overdose.

Napoli Shkolnik attorneys were interviewed by the *New York Daily News*, ALM/Texas Lawyers, *WJFF Radio, Newsday, Healthline, Bloomberg Businessweek, Northern California Record, The Recorder, The National Law Journal, Law360, The New York Law Journal, The Wall Street Journal, USA Today* and *Attorney at Law Magazine.*

The articles with links have a "..." Symbol and are buttons that link to the URLs sent.

MEDIA EXCERPTS

Napoli Shkolnik PLLC partners and attorneys remain at the forefront of many litigations and therefore are sought after speakers. They have been interviewed in newspaper and magazine articles around the country on a variety of legal issues.



MAN WHOSE DOUBLE MURDER CONVICTION WAS OVERTURNED NOT IN THE CLEAR YET

Emily Saul *New York Post* July 21, 2016

"This is an 11-year-old botched investigation that is keeping my client behind bars," Napoli Shkolnik Attorney Craig Phemister said, addressing the judge. "...It would be unjust for my client to remain incarcerated."

A **BROOKLYN MAN** whose double murder conviction was overturned after 11 years in prison will have to wait another 13 days to learn if he'll be set free–or have to endure a second trial.

Wayne Martin was locked up for life without parole following his 2010 conviction for fatal shootings of East Flatbush tire shop owner Gary Turner and employee Ricardo Davis.

But Brooklyn Supreme Court Justice Matthew D'Emic overturned the conviction on July 7, after the DA's Conviction Review Unit announced an investigation into whether trial prosecutor Marc Fliedner–who has since retired–withheld potentially exculpatory evidence.

Martin appeared in court Thursday, flanked by two new defense attorneys, eager to walk out of court and into the arms of waiting family.

Yet assistant district attorney Mark Hale informed the gallery their investigation had hit a snag, given that a witness who had previously agreed to cooperate was now receiving death threats.

And Martin's new attorneys, James Henning and Craig Phemister, said they had yet to receive files from their client's previous attorneys, and could not move forward until then.

"This is an 11-year-old botched investigation that is keeping my client behind bars," Phemister said, addressing the judge. "We're dealing with a lead investigator who obviously had some serious issues. It would be unjust for my client to remain incarcerated."

Fliedner, now in private practice, has said he's being lampooned by the DA's office because he publicly bashed DA Ken Thompson as a relentless politician in an interview after leaving the office.

Judge D'Emic declined to set bail Thursday, but indicated he did not want to keep Martin locked up "any longer than necessary."

Martin is currently scheduled to return to court August 3. ■

MORE | http://nyp.st/2aagRLv

FLINT FAMILIES PRESS CONGRESS FOR LEAD COMPENSATION

Keith Laing, Detroit News Washington Bureau *The Detroit News* July 12, 2016

Paul Napoli, who represented the Sept. 11 first responders in their push for compensation, said Tuesday "it's certainly billions of dollars that would be required" to repay victims of the contaminated Flint water.

WASHINGTON — Three Flint families are pushing Congress to establish a compensation fund for victims of the city's lead-contaminated water crisis.

The families say that the city's 100,000 residents should be able to access a compensation fund that is similar to the one that was set up for first responders of the Sept. 11, 2001, terrorist attacks to make up for the hardships they still are experiencing from the water crisis.

"It's been just a constant headache dealing with the water, wall-to-wall (bottled) water," said Vance Griffis, who said his daughters Kareemah, 6, and Yanni, 14, have tested positive for lead.

"Having to get up and brush your teeth with the (bottled) water every morning, because when I wake up every morning, I think bottled water now to brush the teeth, to take the bath," he added. "Then they're talking about cutting the (bottled) water (distribution) down, all which is ridiculous."

Griffis said a compensation fund "should be a given" with Gov. Rick Snyder and the mayor of Flint "...because of the simple fact it is a mistake they all made."

Griffis' family was one of three that traveled to Washington on Tuesday to meet with lawmakers about the possibility of setting up the compensation fund. They met with U.S. Sens. Debbie Stabenow, D-Lansing, and Gary Peters, D-Bloomfield Township, and Rep. Dan Kildee, D-Flint Township.

Stabenow said discussions with the families included expanding Medicaid for children and providing Ready to Feed formula for mothers.

"During the meeting, we reiterated our support for the state of Michigan to create a future fund to compensate victims affected by this terrible crisis," Stabenow said.

Peters promised to "continue working to secure federal resources to help upgrade infrastructure and expand critical services like Head Start."

"The state of Michigan has a responsibility to ensure Flint families, especially children who were exposed to lead, have the support and resources they need to rise above this tragedy, and that includes setting aside sufficient resources in a reserve fund to meet the long-term health and educational needs of Flint's children," said Peters.

Kildee, meanwhile, said "the Flint water crisis is an ongoing public health emergency and the residents of Flint are American citizens and deserve help from both their state and federal government."

Melissa Lightfoot of Flint said the grades of her daughters Kamryn, 8, and Payton, 5, have dropped and they have exhibited behavioral issues since they were exposed to lead in the city's containment water.

"For everybody else, water is something you don't think much of, because you go to your faucet for a cup of water, you can just go on about your day," she said. "For us, we're not able to do that. We have to go 'Oh, I have to go to my basement and get another thing of bottled water because we used all the ones that we had.'" ■

MORE | http://detne.ws/29MB1cH ›

NAPOLI SHKOLNIK PLLC FILES CLASS ACTION AGAINST QUEST DIAGNOSTICS AND EXAMONE

Benzinga July 6, 2016

The plaintiff is possibly one of thousands of New York and national employees who work or worked for Quest as Mobile Examiners and were not paid in accordance with federal and state law.

NAPOLI SHKOLNIK PLLC filed a class action lawsuit in the Southern District of New York on behalf of lead plaintiff and New York County resident, Maria Vecchio, and on behalf of all others similarly situated, against Quest Diagnostics Inc., ExamOne World Wide Inc., and ExamOne LLC. Our firm is also seeking to represent other current and former Mobile Examiners who worked for Quest and affiliated Quest entities across the country. Our lawsuit alleges the following violations:

- not paying overtime wages;
- not paying New York and federal minimum wage;
- not providing employees proper wage statements (pay stubs); and
- not reimbursing business expenses.

Ms. Vecchio and her attorneys believe that Quest and its subsidiaries have violated the above state and federal labor laws. She is possibly one of thousands of New York and national employees who work or worked for Quest as Mobile Examiners and were not paid in accordance with federal and state law. This action is presented as an opt-in collective action on behalf of herself and all similarly affected individuals for violations of the federal Fair Labor Standards Act, as well as a class action for Quest's violations of state labor law.

Mobile Examiners who worked for Quest within the past 6 years, and you believe their rights were violated as described above or in any other way, are encouraged to contact an NS attorney today. ■

NAPOLI SHKOLNIK PLLC ATTORNEY JENNIFER LIAKOS NAMED TO PLAINTIFFS' EXECUTIVE STEERING COMMITTEE IN VIAGRA PRODUCTS LIABILITY ACTION

MarketWired June 24, 2016

"The allegations in the Viagra cases are very serious. Melanoma is the most severe type of skin cancer and often requires treatment with chemotherapy and radiation. This litigation presents a great chance to work with a group of very capable lawyers representing clients who have been seriously wronged," says Ms. Liakos.

CONGRATULATIONS TO Napoli Shkolnik attorney Jennifer Liakos for being appointed on the Plaintiffs' Executive Steering Committee in the *In re Viagra (Sildenafil Citrate) Products Liability Litigation (MDL 2)* by United States District Judge Richard Seeborg of the United States District Court of California.

Earlier this year, plaintiffs in seven actions filed to have this litigation centralized under a MDL in the Northern District of California. Since the filing of the motion, an additional fifteen related actions in seven additional districts have been taken into account. On the basis of the papers filed and the hearing session held, it has been decided that these actions consider common questions of fact, and that centralization will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation. These actions share factual questions arising out the allegation that Viagra (Sildenafil Citrate) causes or increases the risk of developing melanoma and that the defendant failed to warn consumers and health care providers of the alleged risk.

As a member of the Plaintiffs' Executive Steering Committee, Jennifer Liakos will continue to investigate and develop the claims while also initiating, coordinating, and conducting all informational discoveries on behalf of the plaintiffs. Her practice focuses primarily on mass tort litigation, including pharmaceutical product liability, personal injury, and medical device litigation making Jennifer a more than suitable member on the steering committee. As an attorney in our Pharmaceutical Litigation Department based in the El Segundo, California office, Jennifer Liakos is a proud representative of Napoli Shkolnik PLLC.

"The allegations in the Viagra cases are very serious. Melanoma is the most severe type of skin cancer and often requires treatment with chemotherapy and radiation. This litigation presents a great chance to work with a group of very capable lawyers representing clients who have been seriously wronged," says Ms. Liakos. ■

MY KID GOT SUNBURNED BECAUSE OF MISLABELED SUNSCREEN

Ross Toback *New York Post* June 22, 2016

Additional reporting by Jody Godoy and Joe Van Acker. Editing by Ben Guilfoy.

Hunter Shkolnik accuses the company, which rakes in $25 million in sales each year of "defrauding unsuspecting customers."

JUMPING ON A REPORT that found many sunscreens overstate their protection factors, a Brooklyn parent has filed a class-action lawsuit against the makers of Banana Boat Sunscreen, saying he bought a bottle of kids lotion that was supposed to be SPF 50 but turned out to only have an SPF of 12.

"Defendants have known, or should have known, for years that Banana Boat Kids SPF 50 products contain less UV protection than Defendants advertise," reads the lawsuit, which was filed Wednesday against Playtex Products, Edgewell Personal Care Company and Sun Pharmaceutical.

Paul Lambrakis purchased the tube of Banana Boat Kids SPF 50 in May after a Consumer Reports study found that it and many other sunscreens were overstating their protection factor. He sent the tube to a laboratory in Winston Salem, N.C., to have tested, according to the lawsuit filed in Brooklyn federal court.

The results found that the bottle had an actual SPF that wasn't even half as strong as advertised, court papers say.

"The investigation concluded that Banana Boat Kids SPF 50 sunscreen, clearly labeled as containing SPF 50, shockingly contained only an SPF of 12.69 and a measured UVA protection factor of 4.88," the lawsuit reads.

Now Lambrakis is alleging that he and others in the class action suit were forced to "overpay for the sunscreen based upon false, inflated SPF," according to the documents.

"They were unhappy when the suntan lotion was a complete lie," Lambrakis's lawyer, Hunter Shkolnik, said.

"They were putting this stuff on their children. They made a point to buy it. They were getting burnt."

He accused the company, which rakes in $25 million in sales each year, of "defrauding" unsuspecting customers.

"You don't want to think its wrong but there's no quality control," he said. "This is a straight-forward case. People are spending money for this stuff!"

Playtex, Edgewell and Sun Pharmaceutical did not immediately respond to requests for comment.

The lawsuit comes after a Consumer Reports investigation found that 43 percent of the more than 60 sunscreens they tested failed to measure up to the SPF claims advertised on their bottles.

"In May of 2016, Consumer Reports research revealed that among 'the most problematic products were Banana Boat Kids Tear-Free, Sting-Free Lotion...which [was] labeled as SPF 50 but [was] found to have only SPF 8,'" the lawsuit reads.

"Defendants have been notified of the false advertisement but have not remedied the problem." ■

MORE | http://nyp.st/2ahwXVm

MORE UBER DRIVERS OBJECT TO $100M SETTLEMENT

Matthew Bultman *Law360* May 6, 2016

Additional reporting by Linda Chiem and Kerry Benn, Editing by Stephen Berg

"Uber has a long, long road to travel before it is in compliance with the labor laws," Paul J. Napoli of Napoli Shkolnik PLLC, an attorney for Alcala and Borgen, told Law360 on Friday. "Technology cannot erase an employer's obligations to maintain a workers basic rights."

THE LIST OF OBJECTIONS to Uber Technologies Inc.'s $100 million settlement of a pair of high profile driver class actions continues to grow in California federal court as more people speak out against the deal, including two drivers who on Thursday called the payout "insultingly low."

Leticia Alcala and Marc Borgen said that the settlement, which would end a legal battle over claims that Uber misclassified drivers as independent contractors and denied them proper tips, has caused an uproar due to its unfairness.

Under the deal, which was announced in late April, Uber would pay 385,000 California and Massachusetts drivers $84 million, with an additional $16 million to come if the company goes public and meets certain performance metrics.

Alcala and Borgen, who called it a "sweetheart deal" between Uber and lawyers for the class of drivers, said that based on information provided by the plaintiffs, more than half the settlement class could receive an average of $24 or less.

"Only plaintiffs' counsel and the class representatives — who could receive upward of $73,000 — stand to make any real money in this deal," the two wrote.

How much of the settlement each driver receives will be based on the number of miles he or she has driven during the relevant time period. The deal, which still needs to be

approved by a federal judge, also includes several nonmonetary provisions, such as Uber agreeing to provide drivers with more information about their individual ratings and introducing a policy that explains the circumstances under which they could be deactivated from the service.

The settlement notably does not resolve the central issue in the litigation of whether Uber drivers should be classified as employees rather than independent contractors.

Alcala and Borgen called those nonmonetary provisions "mere window dressing for an otherwise deficient agreement," noting that they are set to expire within two years. Ubermay, however, choose to keep them in place after that.

"Since its announcement, the proposed settlement has received a negative reaction from Uber drivers and the press," they wrote, citing as evidence a poll on Uberpeople.net, a forum for Uber drivers, in which more than 53 percent of the drivers polled felt the settlement was a "setback." ■

MORE | http://bit.ly/1UgsuBq ›

TRIO OF PLAINTIFFS' FIRMS PICKED TO LEAD DAILY FANTASY MDL

Pete Brush *Law360* March 31, 2016

Editing by Catherine Sum

"This slate of attorneys (including Hunter Jay Shkolnik) also appears to have broad support among the plaintiffs' attorneys as a whole, further supporting a conclusion that they will fairly and adequately represent the interests of any plaintiff class," the judge wrote.

THE BOSTON FEDERAL JUDGE handling some 86 suits including class actions accusing daily fantasy sports giants DraftKings and FanDuel of fraud and other illegal conduct picked attorneys from Jones Ward PLC, Napoli Shkolnik PLLC and Stull Stull & Brody on Thursday as co-lead counsel tasked with coordinating a slew of pretrial matters.

The task falls to Jasper D. Ward of Jones Ward PLC, Hunter Jay Shkolnik of Napoli Shkolnik PLLC and Melissa R. Emert of Stull Stull & Brody, according to an order from U.S. District Judge George A. O'Toole Jr., who picked up the multidistrict case Feb. 4.

"This slate of attorneys also appears to have broad support among the plaintiffs' attorneys as a whole, further supporting a conclusion that they will fairly and adequately represent the interests of any plaintiff class," the judge wrote.

The group will handle matters including discovery on a wide range of cases with differing theories of liability.

There are "insider trading" cases claiming the companies allowed their employees to gain an unfair advantage in competitors' fantasy contests by using inside information, illegal gambling" cases accusing the companies of violating various antigambling laws and "bonus fraud" cases over an allegedly misleading promotional program used by DraftKings.

A competing motion to appoint John Roddy of Bailey & Glasser LLP, Brendan Glackin of Lieff Cabraser Heimann & Bernstein LLP and Amy Williams Derry of Keller Rohrback LLP as co-lead counsel was denied.

The co-leads said they were honored to have been appointed.

"We have a very committed group who are dedicated to pursuing this case," Emert said.

Christopher Weld Jr. of Todd & Weld was selected as liaison counsel. An executive committee, to be chaired by the three co-leads, will be comprised of attorneys John A. Yanchunis of Morgan & Morgan, Jennifer L. Duffy, D. Todd Mathews of Gori Julian & Associates PC, W. Lewis Garrison Jr. of Heninger Garrison & Davis LLC, Kevin S. Hannon, Robert K. Shelquist of Lockridge Grindal Nauen & Holstein, Michael J. Flannery of Cuneo Gilbert & LaDuca LLP, Alan Carl Milstein of Sherman Silverstein Kohl Rose & Podolsky, and Richard S. Cornfeld, according to Judge O'Toole.

Two other applications, one filed by Guy M. Burns of Johnson Pope Bokor Ruppel & Burns LLP and one filed by Frank L. Watson III of Watson Burns PLLC, were also denied. Burns had sought a co-lead spot or a spot on an attorney executive committee, and Watson had sought a spot on the executive committee. ■

MORE | http://bit.ly/1S2XEYo ›

LAWYERS FOR FLINT WATER VICTIMS HIRE D.C. LOBBYISTS

Catherine Ho *The Washington Post* March 16, 2016

If approved by Congress, the fund could draw from federal and state money to pay for residents' health care costs.

A **PERSONAL INJURY LAW FIRM** representing Flint residents has hired Washington lobbyists to push Congress to create a victim compensation fund for people affected by the Michigan city's contaminated drinking water.

Attorneys at the law firm Napoli Shkolnik previously secured millions of dollars in settlements for firefighters, police officers and other Ground Zero workers for ailments related to the 9/11 terrorist attacks.

This month Napoli hired lobbyists at the boutique D.C. firm Envision Strategy as it pushes to get similar type of relief for the 1,000 Flint residents it represents who are dealing with health issues caused by the city's poisoned water supply.

If approved by Congress, the fund could draw from federal and state money to pay for residents' health care costs.

"The game plan is to try and figure out what the needs are of the people of Flint," said Brett Heimov, a lobbyist at Envision and a former aide to Rep. Jerrold Nadler (D-N.Y.) who previously lobbied for legislation authorizing the 9/11 Victim Compensation Fund. "We'll sit down and reach out to the Michigan delegation to craft legislation to try to make it happen."

The other lobbyists working on the Flint matter are Steve Schultz, Carol Pineau and Steve Stallmer.

The public health crisis in Flint occurred after the city switched to a new water source, the Flint River, in 2014 as a moneysaving measure. But local officials failed to treat the water with a chemical that would have prevented lead in the pipes from corroding and contaminating the water. As a result, thousands of residents were exposed to dangerous levels of lead. For months, residents complained about the taste, odor and color of the water. But officials repeatedly downplayed the concerns.

At a House hearing Tuesday, lawmakers criticized former Michigan officials and a former Environmental Protection Agency regional administrator for their roles in the decisions that led to the water contamination in Flint and how they deal with its aftermath.

"You screwed up and you ruined people's lives," House Oversight and Government Reform Chairman Jason Chaffetz (R-Utah) told former EPA official Susan Hedman, who resigned in February in the wake of the crisis.

Michigan Gov. Rick Snyder, who is under pressure to resign, is scheduled to appear before the committee Thursday.

Last month, a bipartisan group of senators led by Michigan Democrats Debbie Stabenow and Gary Peters and Environment and Public Works Committee Chairman James M. Inhofe (R-Okla.), reached a deal to provide funding to help Flint and other cities struggling to replace aging pipes. The deal includes $70 million in credit subsidies for water infrastructure projects, $100 million in subsidized loans for water infrastructure improvements and $50 million for public health programs. The aid package would be offset by rescinding $250 million in loan credits for a program that was intended to help auto companies develop fuel economy technology. ■

HELICOPTER CRASH LAWSUIT REVIVED AGAINST SOFFER

Celia Ampel *Daily Business Review*, an ALM Web Site February 18, 2016

Hunter Shkolnik represents Gogoleva in the federal case and said his client was pleased the Third DCA ruled in her favor. "Now a jury can consider their claim that she was not advised that Mr. Soffer was the pilot when her husband died," he said.

A **STATE APPELLATE COURT** on Wednesday revived a lawsuit accusing billionaire developer Jeffrey Soffer of causing a fatal helicopter crash.

The Third District Court of Appeal will allow Daria Gogoleva, whose attorney-husband died in the crash, to amend her complaint against Soffer and others on the other helicopter. The court reversed Miami-Dade Circuit Judge Daryl Trawick's dismissal of wrongful death, conspiracy and fraud claims.

Soffer led the $1 billion expansion of the Fontainebleau Miami Beach, and his family developed much of Aventura.

"We are thrilled that the appellate court thoughtfully and carefully reviewed all of the arguments, ruled in our favor and provided our clients with the ability to have their day in court," said Gary Phillips of Phillips, Cantor, Shalek, Rubin & Pfister in Hollywood, who represented Gogoleva with his colleague Edward Pfister.

The helicopter carrying Gogoleva's husband, tax attorney Lance Valdez, crashed on Thanksgiving Day 2012 in the Bahamas. Gogoleva's complaint alleges Soffer, who was in the co-pilot's seat, was controlling the helicopter when it crashed. He is a licensed pilot but was not licensed to fly the Aerospatiale Twin Star helicopter.

Pilot David Pearce flew for "at least part of the flight" until it approached the landing site and crashed, killing Valdez and injuring Soffer, Pearce and passengers Paula and Daniel Riordan, according to the decision. Daniel Riordan is an executive with Turnberry Associates, the Soffer family's real estate company.

The helicopter was covered by a $2 million North American Elite Insurance Co. insurance policy, and the survivors agreed Gogoleva and her three children should collect the full amount. Her signed release contained an "unusual feature," the Third DCA noted. It included a promise that Gogoleva, Soffer and the Riordans would release each other from future legal claims. All four of them were represented by the same lawyer, Steve Marks of Podhurst Orseck in Miami.

Marks didn't tell Gogoleva there could be a conflict of interest or let her know she wasn't required to release Soffer and the Riordans to receive the $2 million, she claims. Marks is not a party to the lawsuit.

Gogoleva sued Soffer, the Riordans and Alex Krys, a senior executive with Soffer's real estate group who allegedly told Gogoleva she should join the crash survivors in retaining Marks.

Gogoleva claimed the defendants lied to her about who caused the crash and conspired to get her to release them from liability. She also sought to rescind the part of the agreement that released Soffer and the Riordans. ■

MORE | http://bit.ly/1PYDdSi ›

REPORT: PAYMENT PROCESSOR DEALS ANOTHER BLOW TO DAILY FANTASY SITES

A.J. Perez and Brent Schrotenboer *USA Today Sports* January 29, 2016

Hunter Shkolnik is a lawyer representing a New York resident who claims the companies illegally issued loans and collected gambling debts.

DAILY FANTASY SPORTS sites DraftKings and FanDuel have been sued by athletes and users and declared illegal under the laws of a handful of states in recent months.

But arguably the biggest blow came Friday as a major payment processing company declared it would no longer process payments for daily fantasy sites in the U.S. beginning next month.

According to the New York Times, Vantiv Entertainment Solutions told customers in the United States it will stop processing on behalf of daily fantasy sports sites as of Feb. 29.

Firms such as Vantiv handle the deposits and payments for daily fantasy sites. Minus payment processing companies, the sites have no intermediary between themselves and players — a cog that puts the viability of daily fantasy sports sites in question.

While the attorneys general for New York, Texas, Hawaii, Mississippi and Illinois have deemed daily fantasy sports illegal under state law, those who follow the industry have kept an eye on the payment processing companies.

Payment processors such as Vantiv, PayPal and PaySafe — along with credit card companies — have been targets of lawsuits seeking class action status filed on behalf of daily fantasy sports players.

"I don't think they need to take the risk until the issue is resolved," Hunter Shkolnik, a lawyer representing a New York resident who claims the companies illegally issued loans and collected gambling debts, told USA TODAY Sports on Friday. "There is no upside for them. I think they want to see where this is all going. They don't want it to appear that they're facilitating illegal gambling."

PayPal said in a statement to USA TODAY Sports that it was "aware" of Vantiv's decision to withdraw from the daily fantasy sports processing business.

"We continue to review and consider ongoing developments in relation to daily fantasy sports, including this one, in assessing our position and obligations in relation to providing payment services to fantasy sports merchants," PayPal said in the statement. "We will take the time necessary to carefully review ongoing developments and will be notifying our merchants and customers if and when we make any decisions that involves the provision of PayPal services to fantasy sports services."

While Mississippi and Hawaii this week became the latest states to declare daily fantasy sports unlawful, only one state so far has sought to halt daily fantasy sports form operating. New York Attorney General Eric Schneiderman was granted an injunction to prevent FanDuel and DraftKings from operating, although the injunction was stayed pending ongoing appeals sought by the sites.

Earlier this week, former Northern Illinois University running back Akeem Daniels sued FanDuel and DraftKings, alleging the sites made millions off the use of his name. Washington Redskins wide receiver Pierre Garçon filed a similar lawsuit against both companies on behalf of NFL players in October. ■

SOUTHWEST AIRLINES PILOTS FOUND RESPONSIBLE FOR HARD LANDING CRASH AT NEW YORK'S LAGUARDIA AIRPORT THAT INJURED PASSENGERS

PRLog December 17, 2015

NAPOLI SHKOLNIK PLLC filed a lawsuit for serious injuries sustained by a passenger when Southwest Airlines Flight 345 had a hard landing at New York's LaGuardia Airport on July 22, 2013 resulting in the planes landing gear crashing into the planes passenger compartment. Recently the NTSB determined the cause of the crash was the result pilot error.

According to the NTSB, On July 22, 2013, a Boeing 737, Southwest Airlines flight 345, landed hard, nose-first, on Runway 4 at LGA. Of the 144 passengers and five crewmembers on board, eight sustained injuries and the airplane was substantially damaged. The NTSB found that contributing to the accident was the captain's failure to comply with standard operating procedures during the approach. NTSB found that the first officer was conducting the approach, and the captain took control away from the first officer, but not until the plane was 27 feet above the ground. This late transfer of control from the first officer to the captain resulted in neither pilot being able to effectively monitor the airplane's altitude and pitch attitude. According to the Southwest Airlines Flight Operations Manual, the captain should have called for a go-around well before this point in the approach instead of trying to salvage the landing.

Dr. Kenneth Kochman suffered serious spinal injury resulting in extended periods of loss of work for weeks and months after the landing.

These events are particularly troubling since many passengers may not realize they have experienced a hard landing and suffered injury until weeks or months later. A knowledgeable aviation attorney is able to identify and determine if a hard landing occurred and whether it was due to pilot error or mechanical issues. ■

FORMER NEW YORK CITY COMPTROLLER JOHN LIU WILL JOIN CHINESE ACTRESS VERONICA WU (YIP) TO SPEAK ABOUT 9/11 RELATED CANCERS IN CHINATOWN

The World Journal December 7, 2015

MOST OF THE RESIDENTS of Chinatown are not aware that they may be eligible for compensation if they developed cancer after 9/11 and lived or worked below Canal Street. Almost all of Chinatown in New York is in the exposure zone. Those individuals who were in the exposure zone between September 11, 2001 and May 30, 2002 may be eligible for compensation.

Former New York City Comptroller, Mayoral Candidate and New York City Council Representative John Liu will be joining Ms. Wu at Napoli Peterson PLLC located at 1301 Avenue of the Americas, 10th Floor New York, New York 10019 on December 9, 2015 at 2PM.

"You don't need to be a rescue worker or have been injured during the attacks. If you worked or lived below Canal Street during the period of September 11th, 2001 and 2002, and developed cancer, even years later, you may be eligible for cancer compensation." Says Veronica Wu (Yip). Yip continues, "This compensation is a significant monetary program of which the Federal government has not adequately advised Chinatown residents. Additionally almost all of the Chinatown residents are unaware that they are eligible for free medical monitoring and treatment through the World Trade Center Health Program."

"Residents of Chinatown are eligible for the 9/11 Victim Compensation Fund which provides money to individuals who developed cancer or relatives of deceased individuals who died of cancer even years after the attacks." Stated 9/11 lawyer Marie Napoli. "But people must act quickly since the compensation program may be soon shutting down."

Mr. Liu was the first Asian American in history to be elected to the NYC city council. Along with Hong Kong Actress and 2nd runner-up in the 1985 Miss Asia Pageant Veronica Wu (Yip), he wants to bring awareness of the 9/11 Victim Compensation Fund to all residents of Chinatown. Although almost all of the residents of Chinatown are in the exposure zone, most of them have never heard of the 9/11 Victim Compensation Fund or the World Trade Center Health Program. The residents of Chinatown have not been adequately informed of the 9/11 related benefits available to them through the James Zadroga 9/11 Health and Compensation Act. Although some deadlines have passed, there still may be some time for a lot of the Chinatown residents to apply for Compensation and health benefits. ■

50 CENT CLAIMS HE OWES CREDITORS OVER $28 MILLION

Julia Marsh *NYPost.com (Page Six)* July 17, 2015

Hunter Shkolnik, an attorney for the Florida woman who won the $5 million sex-tape jury verdict scoffed at his (50 Cent's) bankruptcy plea, saying he is crying poverty to dodge the payout.

FOR A GUY whose motto is "Get Rich Or Die Tryin'," 50 Cent sure wants everyone to think he's broke.

The rapper on Thursday released a list of his top 20 creditors, to whom he says he owes $28,478,920 — and 75 cents, to be exact.

Fitty — who recently lost a $5 million suit over a sex tape — made the filing in his bankruptcy case, which will be heard in a Connecticut court Friday.

He says his biggest creditor is Sleek Audio, a Florida headphone maker that won a $18,428,257 judgment against him for stealing its design.

The rapper, whose real name is Curtis Jackson, lists other debts for luxuries one might expect for a hip-hop star: $137,880 to Bentley Financial Services for a car lease, $64,909.04 to American Express for his credit card, and $5,245.66 to a Park Avenue stylist.

Other debts are to law firms, including $568,304 to Reed Smith.

Jackson, reportedly worth $155 million, has not filed a list of assets.

In his original bankruptcy filing Monday, Jackson said he owed up to 49 creditors between $10 million and $50 million.

Lawyers for the Florida woman who won the $5 million sex-tape jury verdict scoffed at his bankruptcy plea, saying he is crying poverty to dodge the payout.

"The 20 largest creditors include $1,700 to his [grandfather] and a $400 bill," said Hunter Shkolnik, an attorney for Lastonia Leviston. "This is stretching credulity."

Shkolnik also said the bankruptcy filing "could not have been made in good faith," noting Jackson mocked his finances with late-night host Conan O'Brien this week.

"Yeah, I need protection," Jackson had said on "Conan." "You get a bull's-eye painted on your back when you're successful, and it's public. You become the ideal person for lawsuits."

He then posted a photo on his Instagram account of him next to a Smart car with the caption, "Times are hard out here LMAO." ■

CALIFORNIA MODEL SUES KOTEX AFTER ALLEGEDLY LOSING LEG, CONTRACTING TOXIC SHOCK SYNDROME FROM TAMPON

Melissa Chan *New York Daily News* June 18, 2015

Lauren's lawyer, Hunter J. Shkolnik, is accustomed to seeing the darker side of products that most people assume are safe.

A **CALIFORNIA MODEL** is suing Kotex after allegedly losing her leg from contracting toxic shock syndrome from a tampon and being on the brink of death.

Lauren Wasser, 27, a stellar athlete and longtime model, said her life flipped upside down in 2012 when using a Kotex Natural Balance tampon left her "10 minutes from death" and resulted in the amputation of her right leg, Vice reported.

"I wanted to kill myself when I got home," she told the website. "I was this girland then all of a sudden I don't have a leg, I'm in a wheelchair, I have half a foot, I can't even walk to the bathroom. I'm in a bed, I can't move, and I felt like those four walls were my prison."

The Santa Monica woman said she changed her tampon three times that day, but felt sick and went to bed. She suffered a massive heart attack, shutting down her organs, according to Vice.

The tampon that was inside of her tested positive for toxic shock syndrome, a serious disease caused by a toxin produced by some types of bacteria that affects body organs.

Lauren's lawyer, Hunter J. Shkolnik, is accustomed to seeing the darker side of products that most people assume are safe. For example, he handled the litigation over an ingredient in cough syrup that gave people strokes. "I wish I could say [Lauren's case] shocked me, but it doesn't," he says. "The tampon has not been changed since the day of the original TSS epidemic. All they did was put on the label, 'Oh, you can get toxic shock.' The material has gone unchanged for decades." To avoid the wrath of the FDA, he says, companies simply put a warning on the outside of their tampon boxes. He calls this a "get-out-of-jail-free card."

Tampon boxes have been required to print these warning labels since the 80s, but Shkolnik argues that the warnings on Lauren's tampon box weren't clear enough, especially about leaving tampons in at night. Here's the language: "Change your tampon every four to eight hours, including overnight." The family argues that these instructions are unclear. They plan to argue that "overnight" can mean longer than eight hours, especially when it comes to young girls, who can easily sleep nine or ten hours on a weekend. "[Tampon companies] should be telling you, 'Don't sleep in it. Use a pad,'" says Shkolnik. ■

MORE | http://nydn.us/29PB3ld ›

SETTLEMENTS REACHED BY WORKERS CLAIMING 9/11-RELATED ILLNESSES

Joel Stashenko *New York Law Journal* March 23, 2015

"It's the last bit of litigation that remains in the World Trade Center catastrophe," Napoli said...

A **FEDERAL JUDGE** has approved settlements reached by 78 workers who claimed toxic substances causes their respiratory and intestinal problems as they cleaned private buildings near the World Trade Center after 9/11.

Southern District Judge Alvin Hellerstein said the settlements in *In Re World Trade Center Disaster Site Litigation*, 21-mc-102, met the standards for fairness that have been spelled out in other federal cases, including in the related 9/11-worker matter of *In Re World Trade Ctr. Disaster Site Litig.*, 21-mc-100 (SDNY 2010).

Hellerstein said the settlements involving the 78 workers were found to be fair because they involved adversarial negotiations, no evidence of collusion and were resolved with discovery far enough along for the parties to have fairly evaluated their prospects of success.

"Because the settlements are the result of a fair process, the consideration to be paid is presumably also fair, adequate, and reasonable," Hellerstein wrote.

The terms of the settlements were not disclosed, though Hellerstein said they "compare favorably" in the aggregate and individually to the settlement in *In Re World Trade Ctr. Disaster Site Litig.*, 21-mc-100, over which Hellerstein is also presiding.

That case, in which Hellerstein approved a settlement in 2010, involved more than 10,000 people who worked at the site in the wake of 9/11 and who also experienced respiratory, intestinal and other health problems (NYLJ, March 12, 2010).

Of the 78 plaintiffs involved in the latest settlement, 26 settled their cases entirely and 52 reached partial settlements. All are represented by attorney Paul Napoli of Worby Groner Edelman and the Napoli Firm.

They are part of a larger group of about 1,100 workers who claim injuries from cleaning about 100 private buildings around the site of the wrecked twin towers after 9/11. There are about 345 defendants in the claim.

Napoli said his firm continues to represent about 900 plaintiffs in the case before Hellerstein and plans to proceed to trial against two of the largest defendants, Blackmon Mooring Steamatic Catastrophe and Weston Solutions.

The plaintiffs claim that neither company took steps to properly protect workers from exposure to dangerous materials during the cleanup after 9/11 in the World Financial Center and other buildings around the World Trade Center.

Napoli said Hellerstein has scheduled a three-day settlement conference in the case this week.

"It's the last bit of litigation that remains in the World Trade Center catastrophe," Napoli said in an interview Friday. "There is no more litigation after this that has been filed. There's the potential in the future for cancer cases to be filed, but for what's been filed, this is it."

Hellerstein had been presiding over the World Trade Center Disaster Site litigation since Congress... ■

MORE | http://bit.ly/1O9ssqi ›

RECENT COMMITMENTS

Napoli Shkolnik PLLC is proud of its tradition of sponsoring honorable institutions.

WE STRONGLY BELIEVE in organizations that encourage educational opportunities, provide the inspirational tools needed for true progress and then recognize the achievements.

In a rapidly changing and challenging world, we think it is important to support positive development and goals. We are happy to provide assistance to organizations in order to realize their Missions of helping individuals, neighborhoods and communities. ■

National September 11 Memorial and Museum

An educational and historical institution honoring the victims and examining 9/11 and its continued global significance. As a Board Member, Paul is very involved in realizing the organization's message of volunteerism, education and remembrance.

9/11 Memorial 5K Run/Walk

The firm is always proud to be a Mile Marker sponsor! Our firm teams participate as runners and walkers at the event and locally in their hometowns.

New York City Marathon

In honor of Paul's fight against leukemia and to support the families of other patients, Marie collected over $50,000 in pledges to support the foundation's programming by completing the 2015 NYC Marathon.

New York City Police Museum

The partners are actively committed to helping the Museum realize its Mission to preserve he history of the New York City Police Department through educational programming and exhibitions.

The Police Athletic League (PAL) – NYC

We are proud supporters of this not-for-profit organization's belief that "young people's individual strengths and capabilities can guide them to mature, productive adulthood" with encouragement and commitment.

The Bone Marrow Foundation

The BMF helps families improve their odds of finding a donor and receive the necessary support as their loved one receives treatment. When Paul Napoli was diagnosed with leukemia and was told he need a life-saving bone marrow transplant, the BMF provided information and support.

Long Island Go Red for Women

This organization seeks to increase public awareness of cardiovascular disease and risk factors particularly as they apply to women and the firm is happy to be involved in such a worthy message.

Swing for a Cure

This charity golf outing benefits the Breast Cancer Research Foundation and in keeping with tradition, Napoli Shkolnik has sponsored a Tee for the event.

Mental Health Association of Nassau County

We are glad that we can make a difference with the MHA, which is a not-for-profit membership organization dedicated to improving mental health in the community through advocacy, education, program development and the delivery of direct services.

Italian Heritage & Culture Committee of New York, Inc. (IHCC)

The firm is happy to support the IHHC-NY's continuing efforts of providing concerts, exhibits, and lectures of the Italian culture to the community.

St. John's University President's Dinner

The firm is proud to be an annual Sponsor of the Annual President's dinner; an event committed to raising scholarship money in order to provide financial assistance to deserving students.

Pencil: Transforming Schools. Together®

We are excited to be supporting this organization, which creates innovative and impactful models of collaboration between the business and education communities by bringing together school needs and business expertise.

Save the Children

Through our support of Save the Children, we are part of a program that gives children in the United States and around the world "a healthy start, the opportunity to learn and care when disaster strikes."

"Being part of the process of helping to turn dreams into realities is a responsibility we take seriously. We are grateful to be included in creating a positive future."

Marie Napoli, Partner

Trey Whitfield Foundation, Inc.®

The Foundation aims to motivate, support and encourage children and young adults from across the country pursue their dream of furthering their education. Our commitment to positive youth development aligns with their message.

Nassau County Law Enforcement Exploring Program

This youth program emphasizes Career Opportunities, Life Skills, Citizenship, Character Education and Leadership Experience. It is rewarding to see participants blossom with these characteristics.

Holiday Mail for Heroes Program

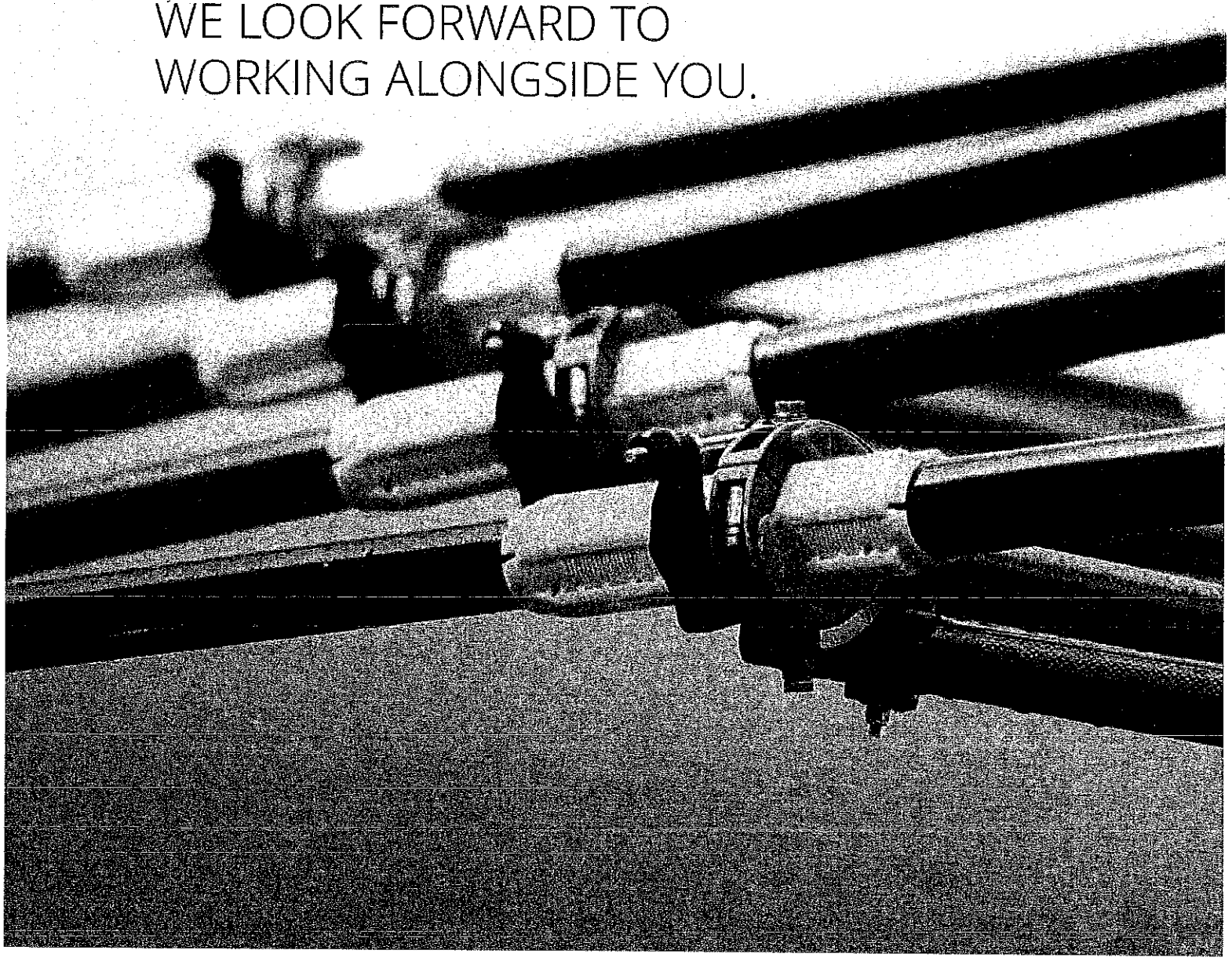
The firm participates in this wonderful program every year; contributing over 300 cards of thanks and support to members of the armed forces, veterans and their families.

Annual Food Drive

Every year each of the firm's office locations organizes a food drive to support a local soup kitchen, meals on wheel program or shelter. We were able to donate over 30 large boxes full of non-perishable items last year and we hope the generosity only continues to grow.

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

WE HOPE YOU FIND THIS INFORMATIVE AND WE LOOK FORWARD TO WORKING ALONGSIDE YOU.



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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Napoli Shkolnik PLLC

Address: 400 Broadhollow Road, Suite 305

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Equity - Hunter Shkolnik - 400 Broadhollow Road, Suite 305, Melville, NY 11747

Equity - Marie Napoli - 400 Broadhollow Road, Suite 305, Melville, NY 11747

Non-Equity Partners: Christopher LoPalo, Joseph Napoli, James Heistman, Nicholas Fornolo, Louise Caro, Patrick Haines, Paul Maslo, Shayna Sacks, and Jennifer Liakos.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Equity Partners - Hunter Shkolnik and Marie Napoli

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Napoli Shkolnik & Associates PLLC, Napoli Shkolnik & Associates PLLC operates certain practice areas, whereas Napoli Shkolnik PLLC operates other practice areas. Hunter J. Shkolnik Attorney at Law PLLC has a joint venture with ~~Napoli Shkolnik~~ Napoli Law PLLC and Napoli Law & Associates to form Napoli Shkolnik PLLC and Napoli Shkolnik & Associates PLLC.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County,
its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Not-applicable.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/10/17

Signed:

Print Name: Hunter Stirkwh

Title: Partner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Napoli Shkolnik PLLC, with an office located at 400 Broadhollow Road, Melville, New York 11747 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to determine the feasibility of bringing an action against the manufacturers and distributers of prescription opiates for damages to the County arising out of the fraudulent and negligent marketing and distribution of opiates in and to the County; and

WHEREAS, the County understands based upon the pendency of similar litigation pending in the United States that the County may have various viable causes of action under state law against such manufacturers; and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in connection with investigating and if appropriate bringing an action against manufacturers and distributers of prescription opiates. At a minimum Counsel shall provide the following services: work with County personnel to determine the costs that the County has incurred as a result of the over-prescription of opioids; determine the viable causes of action available to the County; and determine which if any manufacturers and distributers should be targeted in a lawsuit. After such identification, and only as authorized by the County, Counsel will, on behalf of the County, bring a lawsuit against those parties identified by Counsel and agreed to by the County.

3. Payment. (a)(1) Amount of Consideration. There is no fee for this representation unless a monetary recovery acceptable to the County is obtained by Counsel in favor of the County, whether by suit, settlement, or otherwise. Counsel shall advance all costs associated with prosecuting the litigation. Subject to paragraph (2), below, Counsel shall be paid on a contingency fee basis under which Counsel shall receive:

i. 7.5% of pre-complaint recovery;
ii. 15% of recovery after ruling on a motion to dismiss;
iii. 20% of recovery after close of pretrial discovery; and
iv. 25% of recovery after a ruling on summary judgement.

Such amounts shall be computed on the net sum recovered after deducting allowable expenses that have been advanced by Counsel and approved by the County in accordance with section 3(d) of this Agreement. In the event that any settlement, final judgment, or other resolution of the action results in a recovery to the County that is less than the amount of the costs incurred and/or disbursements made by Counsel, the County shall not be required to pay Counsel any more than the sum of the full recovery.

(2) No monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel in the event no recovery to the County has been obtained by Counsel. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the lawsuit by the court, no monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel. In such an event, neither party shall have any further rights against the other.

(3) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. All payments due to Counsel where the recovery was not directly received by Counsel shall be made in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall advance all administrative costs and expenses necessary for the effective investigation, development, and prosecution of the Services including, without limitation, court fees, process server fees, transcripts fees, expert witness fees, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses and the like, and other appropriate out-of-pocket expenses, as determined in the reasonable discretion of the County and in accordance with the County's Litigation Management Guidelines for Counsel. Prior to incurring expenses in excess of ten thousand dollars ($10,000.00), Counsel will seek the permission of the Department.

(e) Remittance to the County of Recovery. Counsel shall remit to the County the recovery, less the legal fees and any other deductions Counsel is authorized to retain in accordance with Sections 3(a) and 3(d) of this Agreement (the net amount after deducting the expenses and legal fee shall be referred to as "County Remittances"). Counsel shall submit County Remittances to the County not later than one (1) month following Counsel's receipt of any recovery from defendants. All County Remittances shall be accompanied by a certified statement reflecting the terms of the recovery and setting forth, in detail, all deductions from the recovery.

(f) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Counsel shall report to and keep the Department fully and currently informed as to its activities under this Agreement at least monthly and more often if requested by the County.

(d) In all pleadings and correspondence with Courts, administrative tribunals, and/or with parties, the Nassau County Attorney shall be designated as Attorney of Record and Counsel shall be designated as "Of Counsel."

(e) Counsel shall make no representations regarding the County's position on material issues, including, without limitation, settlement, County policies and/or past or future conduct of the county without prior consultation with the Department.

(f) No claims of the County shall be compromised or settled without the prior approval of

the County Attorney and Counsel shall promptly inform the County Attorney of all offers of settlement and compromise in the matter(s).

(g) Counsel shall have no substantive communications with the press concerning the matter(s) covered by this Agreement, and any requests for information from the press concerning the matter(s) covered by this Agreement shall be referred to the County Attorney.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Payments to Counsel After Termination. In the event the County receives any monetary recovery within twenty-four (24) months following expiration or termination of this Agreement for any reason on which Counsel has submitted claims, commenced litigation or otherwise performed any legal work of any nature whatsoever, the County shall pay Counsel in accordance with section 3(a)(1) of this Agreement, subject to all terms and conditions provided under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred and Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement

(including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

NAPOLI SHKOLNIK PLLC

By: _____

Name: Hunter J Shkolnik

Title: Partner

Date: 2/15/17

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: 2/17/17

NASSAU COUNTY

By: _____

Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of February in the year 2017 before me personally came Hunter J. Shkolnik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PARTNER of Napoli Shkolnik PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

x Harold May
NOTARY PUBLIC

HAROLD MAY
Notary Public, State of New York
No. 01MA5069176
Qualified in Suffolk County
Commission Expires November 18, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of February in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC Jaclyn Delle

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Hunter J. Shkolnik (Name)

   400 Broadhollow Road, Melville, New York 11747 (Address)

   (212) 397-1000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the

Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/15/17
Dated

Signature of Chief Executive Officer

Hunter J. Shkolnik
Name of Chief Executive Officer

Sworn to before me this

15th day of February, 2017.

Harold May
Notary Public

HAROLD MAY
Notary Public, State of New York
No. 01MA5069176
Qualified in Suffolk County
Commission Expires November 18, 2018