



EXHIBIT B:  
COVERSHEET, AGREEMENT AND CERTIFICATION FOR  
STATE OF NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF LAW  
PROPOSAL FOR SPECIAL COUNSEL DESIGNATION

Name of Special Counsel RFQ to which you are responding:

PROPERTY ACQUISITION AND CONDEMNATION PROPOSAL

Firm Name: Paul V. Fericola & Associates, LLC

Firm Address: 219 Broad Street Red Bank< New Jersey 07701

Number of Attorneys in the Firm: 2

Attorney to Contact for this Proposal: Paul V. Fericola, Esq.

Telephone Number of Contact for this Proposal: 732-345-0600

Email Address of Contact for this Proposal: pyf@fericolalaw.com

AGREEMENT AND CERTIFICATION

By submitting this proposal:

I agree, on behalf of my firm, that my firm will abide by the Outside Counsel Guidelines available at: <http://www.nj.gov/oag/law/rfqs.htm> and with any updates thereto during the term of a Special Counsel Designation and in the event that my firm is retained by the Division of Law.

I understand that in the event that my firm is selected and receives a Special Counsel Designation, the Special Counsel Designation is not a guarantee that my firm will be retained for any matter.

I agree that in the event that my firm receives a Special Counsel Designation and is retained, my firm shall bill at the rates [set forth in the RFQ/set forth in the Special Counsel Designation], and that the rates shall not increase during the term of the Special Counsel Designation.

I am confirming all of the Statements in the RFQ that my firm is required to confirm.

I warrant that I have the authority to bind my firm to the Proposal submitted and to any retention my firm may receive as a result.

I certify that the information in this proposal has been reviewed by me and is true and accurate to the best of my knowledge.

Paul V. Fericola  
Signature of Contact Attorney

10/14/2013  
Date

# PAUL V. FERNICOLA & ASSOCIATES, LLC

ATTORNEYS AT LAW  
219 BROAD STREET  
RED BANK, NEW JERSEY 07701

(732) 345-0600

FAX (732) 345-5117

E-MAIL: [FIRM@FERNICOLALAW.COM](mailto:FIRM@FERNICOLALAW.COM)

DIRECT EMAIL [PVF@FERNICOLALAW.COM](mailto:PVF@FERNICOLALAW.COM)

PAUL V. FERNICOLA

CERTIFIED BY THE NJ SUPREME COURT  
AS A CIVIL TRIAL ATTORNEY

ROBERT E. MOORE

OUR FILE:

October 14, 2013

**VIA EMAIL @[rfquestions@dol.lps.state.nj.us](mailto:rfquestions@dol.lps.state.nj.us)**

Leslie M. Gore, Assistant Attorney General

State of New Jersey

Department of Law and

Public Safety

Division of Law

Richard J Hughes Justice Complex

25 Market Street

PO Box 112

Trenton, NJ 08625-0112

**Re: Request for Qualifications for Special Counsel for Property Acquisition and  
Condemnation Litigation to**

Dear Ms. Gore:

The law firm of Paul V. Fernicola & Associates, LLC through its member, Paul V. Fernicola, Esq., is proud to submit this proposal for the provision of Special Counsel for Property Acquisition and Condemnation Litigation.

## **FIRM PROFILE**

A. The law firm of Paul V. Fernicola & Associates, LLC was founded on April 1, 2008 by its principal, Paul V. Fernicola, Esq. Mr. Fernicola had been a founding partner of the firm of Bowe & Fernicola, LLC in July 2002, after being a longtime partner at the law firm of Giordano, Halleran & Ciesla. The law firm currently employs an associate attorney, Robert E. Moore, Esq., who was the former law clerk to the Honorable Louis Locascio, J.S.C., Superior Court of New Jersey, Monmouth County and support staff of a full-time legal secretary and real estate paralegal, as well, as a part-time clerk.

B. Paul V. Fernicola, Esq., was granted the designation of a Certified Civil Trial Attorney by the Supreme Court of New Jersey based upon the demonstration of primary responsibility for a number of condemnation trials in the Superior Court of New Jersey and the successful completion of a written examination concerning various aspects of trial practice. Mr. Fernicola graduated from Georgetown University School of Business Administration with a BS degree in financing in 1986 and Pepperdine University School of Law with a JD degree in 1989.

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Mr. Fernicola has concentrated his practice in the area of eminent domain proceedings since approximately 1993 while an associate and then shareholder/partner of the law firm of Giordano, Halleran & Ciesla, P.C., Middletown, New Jersey and he has been invited as a guest lecturer at Monmouth University in West Long Branch, New Jersey where he lectured on eminent domain litigation to graduate students. Mr. Fernicola has also conducted Continuing Education seminars for attorneys and real estate professionals in the field of eminent domain in New Jersey.

Since 2000 Paul V. Fernicola, Esq. has been providing legal services relative to redevelopment condemnation actions for the City of Long Branch with regard to its Oceanfront Redevelopment zone comprising more than 100 acres of land. Mr. Fernicola first commenced the provision of these legal services to the City of Long Branch while a partner at the law firm of Giordano, Halleran & Ciesla. He continued to provide these legal services to the City of Long Branch upon commencing the law firm of Bowe & Fernicola, LLC on July 1, 2002. He has represented the City of Long Branch at numerous commissioners' hearings and jury trial involving various aspects of the City's Oceanfront Redevelopment Plan.

Mr. Fernicola has been the primary trial attorney for the City of Long Branch in the condemnation actions involving properties located in the City's Beachfront North and Pier Village sectors of its Oceanfront Redevelopment Zone. Since 2001, Mr. Fernicola has tried to verdict approximately thirty-five (35) condemnation cases for properties within the Long Branch Redevelopment zone. Numerous other cases involving Long Branch properties were amicably settled at time of trial. He has also represented the City of Long Branch at numerous commissioners' hearings and various motions involving various aspects of the City's Redevelopment Plan, and is currently representing the City before the Appellate Division. Mr. Fernicola represented the City of Long Branch before the New Jersey Supreme Court in the matter entitled "City of Long Branch v. Liu, which involved the issue of whether the beach created by the US Army crop of Engineers beach replenishment project was the property of the State of New Jersey or the upland proper toner who owend to the Mean High Tide Line which had been extend seaward due to the beach replenishment project. The New Jersey Supreme Court ruled in favor of the City of Long Branch that the newly created beach was the property of the State of New Jersey. .

Mr. Fernicola first began to provide condemnation legal services in 1993 to the State Agency, Casino Reinvestment Development Authority ("CRDA") relative to redevelopment condemnation proceedings involving property in Atlantic City. On behalf of CRDA, Mr. Fernicola filed over ninety (90) separate condemnation actions involving approximately two hundred (200) separate properties. Mr. Fernicola tried before juries numerous condemnation cases for CRDA. He also argued before the New Jersey Supreme Court on the issue of whether a condemnor must pay interest when the date of valuation is earlier than the taking date.

Mr. Fernicola also served as Redevelopment Counsel to the Borough of Allenhurst and the Borough of Neptune City with regard to these municipalities' separate redevelopment zones.

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Mr. Fericola is currently serving as Special Condemnation Counsel to the Borough of Mantoloking for the acquisition of perpetual beach easements needed for the construction of dunes for shore protection in the Borough of Mantoloking.

Mr. Fericola is the Planning Board/Board of Adjustment attorney for the Borough of Deal and he has defended the Borough of Deal on various tax appeals, including the Borough of Deal's largest assessment of an individual property which exceeded the assessed value of \$13,000,000.

Mr. Fericola is also the Mayor of the Village of Loch Arbour.

C. Robert E. Moore, Esq. graduated from Villanova University with a BS degree and graduated from Seton Hall University School of Law with a JD degree in 2004. He is the former law clerk to the Honorable Louis F. Locascio, Superior Court of New Jersey, Monmouth County. He has worked with Mr. Fericola since September 2005 upon completing his judicial clerkship with Judge Locascio. Mr. Moore has assisted Mr. Fericola in the preparation of various legal briefs for condemnation trials on behalf of condemning agencies and property owners his employment with the law firm in September 2005.

Kyle Campanile graduated from Gettysburg College in May 2013. Mr. Campanile works as a paralegal assisting Mr. Fericola and Mr. Moore in the preparation of matters for trial.

D. Paul V. Fericola, LLC is considered a small firm under this Request for Qualifications.

E. There are no women or minority owners of the law firm of Paul V. Fericola & Associates, LLC.

F. Paul v. Fericola, LLC ha its offices located at 219 Broad Street, Red Bank, New Jersey 07701.

G. None. However, Mr. Fericola previously provided condemnation legal services to the State Agency, Casino Reinvestment Development Authority ("CRDA") relative to redevelopment condemnation proceedings involving property in Atlantic City from 1993 to 1997.

I. New Jersey Transit. Mr. Fericola successfully tried a condemnation case as to the amount of just compensation for the taking of property located in Hudson County in October 2013 and New Jersey transit field a timely Notice of Appeal of the verdict of approximately \$8.5 million dollars.

J. As set forth above, Mr. Fericola provided condemnation litigation services to the Casino Reinvestment Development Authority from 1993 to 1997 and the City of Long Branch 2000-present, the Borough of Allenhurst 2006 to present regarding

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condemnation/redevelopment, Borough of Neptune City 2007 to 2009 regarding condemnation/redevelopment and Mr. Fericola has also served as the Attorney for the Deal Planning Board from 2004-present.

K. The firm shall provide monthly status reports of matters for which it is engage on behalf of the Division of Law and it well use email communications to infer the State of any problems.

L. City of Long Branch; Deal Planning Board; Ironstate Development, Hoboken, NJ; Pegasus Group, LLC, LLC New York, NY.

**Qualification and Experience in Area of Law**

M. Mr. Fericola has set forth his experience in property acquisition and condemnations litigation. I addition, Mr. Fericola has extensive experience in presenting expert testimony in the filed on condemnation using various appraisers, professional planners and engineers, including the cost to cure testimony.

1. Mr. Fericola estimates that he was tried approximately 100 condemnation cases to jury verdict for both taking agencies and property owners.

2. In the City of Long Branch's oceanfront redevelopment zone, approximately 65 properties were acquired without litigation when the mattes were settled during the bonafide negotiations stage and prior to the filing of any condemnation action. All of the Long Branch matters involved the entire taking of the properties. All of these mattes involved the Eminent Domain Act, the Uniform Relocation Assistance and Real Property Act.

N. Paul V. Fericola and Robert E. Moore, 219 Broad Street, Red Ban k, New Jersey 07701.

O. 60%.

P. Paul V. Fericola and Robert E. Moore.

Q. The education and exercise of both Paul V. Fericola and Robert E. Moore are set forth above. Mr. Fericola has been invited as a guest lecturer at Monmouth University in West Long Branch, New Jersey where he lectured on eminent domain litigation to graduate students. Mr. Fericola has also conducted Continuing Education seminars for attorneys and real estate professionals in the field of eminent domain in New Jersey.

b. It is anticipated that Mr. Fericola will be the lead attorney on all of the matters and Mr. Moore will primarily assist Mr. Fericola in the drafting of pleadings, including all motions and other briefs.

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c. The law firm stores of electronic information using a cloud based server and using the services of an outside IT provider.

**Other Qualification Information**

- a. None.
- b. None.
- c. None.
- d. Lloyd's of London, \$2,000,000 aggregate limit.
- e. Yes.
- f. Yes.
- g. Yes.

Very truly yours,



PAUL V. FERNICOLA

## Exhibit A to Special Counsel Retention Agreements

These additional terms and conditions are required by law, as indicated herein (Additional Terms) and shall be executed by the Special Counsel prior to the Division of Law executing any Special Counsel Retention Agreement with the Division of Law on behalf of any of its clients. These Additional Terms shall be incorporated into any Special Counsel Retention Agreement (Retention Agreement) executed by the Division of Law.

These Additional Terms are incorporated in the Retention Agreement identified as:

**I. The Special Counsel shall complete the following forms or otherwise satisfy the following requirements prior to the State executing a Retention Agreement with Special Counsel:**

**A. Ownership Disclosure**

The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, for any contract or retention agreement and must be completed and submitted either with the proposal or with the signed Retention Agreement. The Retention Agreement cannot be completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of Treasury website under the heading Vendor Forms. It is located on the first two pages of this pdf:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

**B. Affirmative Action Supplement with Affirmative Action Employee Information Report**

The Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., for any contract or retention agreement and must be completed and submitted either with the proposal or with the signed Retention Agreement. The terms of the Affirmative Action Supplement with Affirmative Action Employee Information Report are incorporated into this Retention Agreement. The Retention Agreement is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of Treasury website under the heading Vendor Forms:

[http://www.state.nj.us/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf)

The specific language of N.J.A.C. 17:27-3.5 and 17:27-3.7, contains specific requirements for Special Counsel Retention Agreements and is hereby incorporated as if set forth at length herein.

**C. New Jersey Business Registration**

Pursuant to N.J.S.A. 52:32-44 (b), a copy of a valid New Jersey Business Registration must be submitted with the signed Retention Agreement. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website:

<http://www.state.nj.us/treasury/revenue/busregeert.shtml>

**D. Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Special Counsel must certify that neither Special Counsel, nor one of its parents, subsidiaries, and/or affiliates (as explained in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If Special Counsel is unable to so certify, Special Counsel shall provide a detailed and precise description of such activities. The form is on the fifth page of the pdf available at:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

**E. New Jersey State W-9 and Vendor Questionnaire**

No Special Counsel shall be paid unless Special Counsel has properly completed New Jersey State W-9 and Vendor Questionnaire on file with the State. If the Special Counsel does not have a New Jersey State W-9 and Vendor Questionnaire on file with the State, the properly completed W9 shall be returned with the Retainer Agreement signed by the Special Counsel. A copy may be obtained from your Division of Law Contact.

**F. Two-Year Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions**

Prior to entering any Retention Agreement retention agreement under which the State will pay more than \$17,500 to the Business Entity proposed as the Special Counsel, the Business Entity shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The required form and instructions for completion and submission to the Deputy Attorney General prior to the finalization of the Retention Agreement are available for review on the Purchase Bureau website, under the heading "Political Contributions Compliance" at

<http://www.state.nj.us/treasury/purchase/forms.shtml>

If the Special Counsel has a currently valid Two-Year Chapter 51/Executive Order 117 Vendor Certification it may be submitted instead of a new form.

**Special Counsel is required, on a continuing basis, to report any contributions and solicitations Special Counsel makes during the term of the Retention Agreement, and any extension(s) thereof, at the time any such contribution or solicitation is made. Failure to do so is a breach of the Retention Agreement.**

Special Counsel's failure to submit the form will preclude the Division of Law's execution of the Retention Agreement. The State Treasurer or his designee shall review the Disclosures submitted by the Special Counsel pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Special Counsel, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Special Counsel violated Chapter 51 and EO 117 the State Treasurer shall disqualify the Special Counsel from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 or EO 117, the State Treasurer shall disqualify the Special Counsel from award of such contract.

**G. Disclosure Requirement of P.L. 2005, c. 271**

Pursuant to P.L. 2005, c.271 ("Chapter 271") every Business Entity is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period. No prospective Special Counsel will be precluded from being retained by virtue of the information provided in the Chapter 271 disclosure, provided the form is fully and accurately completed. Prior to being retained, the Special Counsel anticipated to be selected will be required to submit Chapter 271 disclosures if the cost of Retention Agreement is anticipated to be in excess of \$17,500. The form is available for your review at:

<http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>



## **II. Special Counsel Certification**

### **A. Source Disclosure Certification**

Special Counsel's execution of these Additional Terms to the Retention Agreement will confirm that Special Counsel agrees, in accordance with Executive Order 129 (2004) and N.J.S.A. 52:34-13.2 (P.L. 2005, c. 92), that all services performed for the Retention Agreement shall be performed within the United States. In the event that all services performed for the Retention Agreement shall NOT be performed within the United States, Special Counsel shall send the Deputy Attorney General who executes the Retention Agreement a letter that states with specificity the reasons why the services cannot be so performed. Any such letter shall require review and approval pursuant to N.J.S.A. 52:34-14.2 prior to execution of this Retention Agreement.

## **III. The Special Counsel acknowledges that the Retention Agreement is subject to the following additional terms and conditions:**

### **A. Breach of Requirements of Chapter 51 and Executive Order 117 (2008) (Also referred to as "Pay to Play Restrictions," N.J.S.A. 19:44A-20.13 to -20.25, or Executive Order 134(2004))**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts, including retention agreements, from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c.51 (codified at N.J.S.A. 19:44A-20.13 - 25) (Chapter 51), on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Executive Order 134(2004). In addition, on September 24, 2008, Executive Order 117 was issued and made effective on November 15, 2008 (EO 117) which set forth additional limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions. Pursuant to the requirements of Chapter 51 and EO 117, it shall be a material breach of the terms of the Retention Agreement for the Business Entity to do any of the following:

1. make or solicit a contribution in violation of the Chapter 51 or EO 117;
2. knowingly conceal or misrepresent a contribution given or received;
3. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
5. engage or employ a lobbyist or Special Counsel with the intent or understanding that such lobbyist or Special Counsel would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
6. fund contributions made by third parties, including Special Counsels, attorneys, family members, and employees;
7. engage in any exchange of contributions to circumvent the intent of the Chapter 51 or EO 117; or
8. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51 or EO 117.

#### **B. New Jersey Conflict of Interest Law**

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq. and Executive Order 189 (1988), prohibit certain actions by persons or entities which provide goods or services to any State Agency. Specifically:

1. No Special Counsel shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of the Treasury or any other agency with which such Special Counsel transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Special Counsel shall be reported in writing forthwith by the Special Counsel to the Attorney General and the Executive Commission on Ethical Standards.
3. No Special Counsel may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Special Counsel to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No Special Counsel shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Special Counsel shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Special Counsel or any other person.
6. The provisions cited above in paragraph H(I). through H(V) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Special Counsel under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

#### **C. Obligation to Maintain Records**

Special Counsel shall maintain all records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment under the Retention Agreement unless otherwise specified in the Retention Agreement. Such records shall be made available to the State, including the Comptroller, for audit and review upon request.

**IV. The Special Counsel is hereby notified of the following:**

**A. Chapter 271 Annual Disclosure Statement Filing Requirement**

If Special Counsel receives contracts in excess of \$50,000 from a public entity during a calendar year, the Special Counsel is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) It is Special Counsel's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financing penalties by ELEC. Additional information about this requirement is available from ELEC at (888)313-3532 or <http://www.elec.state.nj.us/>

**B. Set-off for State Taxes**

Pursuant to N.J.S.A. 54:49-19 et seq. (P.L. 1995, c159), and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

Special Counsel hereby agrees to and executes these Additional Term and Conditions:

Special Counsel Signature: Paul V. Fericola  
Special Counsel Name: Paul V. Fericola  
Special Counsel Firm: Paul V. Fericola & Associates, LLC  
Date: 10/14/13