



May 4, 2023

VIA EMAIL

Dan Barr, Chief of Staff
daniel.barr@azag.gov

Re: Retainer for Arizona Attorney General's Office

Dear Dan,

This letter explains and confirms the terms and conditions under which States United Democracy Center ("States United") will undertake to advise the Arizona Attorney General's Office ("you", "your") in connection with developing legal strategies to ensure the integrity and security of elections.

The enclosed General Terms explain the terms that govern our engagement and other critical aspects of our representation. By signing this letter, you agree to the General Terms. Our work will be provided pro bono. You will not make expenditures or incur indebtedness in connection with this representation and the services provided by States United.

Although [REDACTED] will be the ones principally responsible for the engagement, other States United lawyers and non-lawyers may handle various portions of this matter pro bono or otherwise as set forth in the General Terms.


If the foregoing meets with your approval, we would appreciate it if you would sign and return a copy of this engagement letter.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely,

Christine P. Sun
SVP, Legal
States United Democracy Center

AGREED TO AND ACCEPTED

By: 
Dan Barr, Chief of Staff

Deputy Attorney General

Dated: May 15, 2023

GENERAL TERMS

Except as modified by the accompanying engagement letter, the following apply to the relationship between States United and our clients:

1. Consulting Independent Counsel. Under rules in certain jurisdictions where we practice, we must advise you that you may consult independent counsel to advise you regarding these documents governing our relationship, and we encourage you to do so if you like. Also, you retain the right to consult with independent counsel at any time while we represent you. However, we are not responsible for any advice an independent counsel may give you, and such consultation will be entirely at your expense.
2. Paralegals and Other States United Personnel. Where appropriate, we may utilize paralegal personnel or other States United personnel. Their time will be pro bono. In some situations, we may use personnel who are not States United employees, such as contract lawyers or experts.
3. Waiver of Conflicts. States United may represent other clients (“clients”), consistent with its internal policies. During the time we are representing you we may be asked to represent:
 - a. other present or future clients in litigation, regulatory matters or other disputes directly adverse to you that are not the same or substantially related to our representation of you; and/or
 - b. parties who are considered directly adverse parties in matters we handle for you. Our work for these directly adverse parties would be in matters that are not the same or substantially related to our work for you; and/or
 - c. you in future litigation or other disputes directly adverse to other clients in matters not substantially related to our work for the other clients.

By signing this engagement letter, you agree that States United can undertake such future representations without the need to obtain any further or separate approval from you, as long as those representations described in (a) and (b) above are not the same or substantially related to work States United has done, or is doing, for you. Your signature below constitutes your consent to such representation(s). We agree not to use any proprietary or other confidential nonpublic information concerning you acquired by us as a result of our representation of you in connection with any litigation or other matter in which we represent a party directly adverse to you. States United may need to consult with or secure consent from its other current or prospective clients who are or may become adverse to you in order to clear or address actual or potential conflicts of interest. You agree and consent that to the extent it is reasonably necessary in such communications, States United may disclose to each such current or prospective client the fact that States United has or has had an attorney-client relationship with you.

Moreover, States United will notify you of any potential or actual conflict that may emerge during the course of this representation. If so, we will discuss with you what

actions, if any, ought to be taken in response to such a conflict. States United has reviewed its records and established that it does not currently represent any client who is adverse to you.

4. Rules of Professional Conduct. During our representation of you, there may be issues that raise questions about our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and you over the handling of this matter. Normally when such issues arise we would seek the advice of our counsel who are experts in such matters. Consistent with the rulings of courts in many jurisdictions, we consider such consultations to be attorney-client privileged conversations between States United personnel and States United counsel. However, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and States United and that our consultation with States United counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult on a privileged basis with States United counsel. We believe that it is in our clients' interests, as well as ours, that in the event legal ethics or professional responsibility issues arise during a representation, we receive expert analysis. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our own discretion during the representation that it is appropriate to consult with States United counsel, we have your consent to do so on a privileged basis despite any alleged conflict of interest. You further agree that our continuing to represent you at the time of such consultation shall not thereby waive or otherwise limit any attorney-client privilege that States United has regarding the confidentiality of our communications with our counsel.
5. Cooperation/Reliance on Accurate Information. To enable us to represent you effectively, you will cooperate fully with us in your matter(s). You and your agents will fully and accurately disclose to us all facts and documents that may be relevant to a matter we undertake or which we may otherwise request. This information will form the basis of our legal advice.
6. Legal Service Provider. We provide strictly legal services to you in connection with this agreement. You are not relying on us for any services other than legal services.
7. Cloud Storage of Documents. As is industry practice, States United may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take significant precautions to make sure these are secure, there still is a possibility that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.
8. Termination. You have the right at any time to terminate our services and representation by notice to States United.
9. Withdrawal. We reserve the right to withdraw from our representation for any reason permitted by the Rules of Professional Conduct including if, among other things, you fail

to honor the terms of the engagement letter, or any fact or circumstance would or could, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal.

10. Conclusion of Representation. You agree that the attorney-client relationship is terminated upon completion of any services that we have been retained to perform, regardless of whether we have been paid for our services. If you later retain us to perform further or additional services, after verifying that we have no conflict which would prevent us from taking on the new matter, our attorney-client relationship will be revived subject to these terms of agreement, as they may be supplemented or changed at that time.
11. Production of Client File: At the close of our representation of you, in the event that you ask for a copy of your client file, you agree that you will be given a single electronic copy, free of charge, of these items only: communications with you or opposing counsel, pleadings that were filed on your behalf, and documents received from you. If there are original documents that we have received from you, we will return those to you. By this agreement, you expressly acknowledge that you will not be provided any additional materials beyond those described above and you waive any right to receive any such materials. For example, you agree you will not receive internal States United communications about your matter, research, notes, communications other than those with you or opposing counsel, or internal documents related to billing or staffing; nor will you receive drafts of any documents not otherwise sent to you.
12. Retention of Client File: When our representation of you concludes, we expect, in most cases, to retain only those materials which we would otherwise produce to you, as described above: communications with you or opposing counsel, pleadings that were filed on your behalf, and original documents received from you. Internal States United communications about your matter, internal administrative material related to your matter, research notes, and/or communications other than those with you or opposing counsel may be destroyed in our sole discretion and consistent with our document preservation policies. By executing this agreement, you agree to give up any right that may obligate us to retain materials beyond those set out above.
13. Interaction with Public Records Laws: You understand and agree that States United has not and is not providing you with advice about the interpretation of any applicable laws relating to what records may be required to be maintained as a result of applicable state or local law and that it is your responsibility to ensure that the provisions of this agreement comply with any obligations you may have under any such law or laws.
14. Governing Law: This engagement will be governed by and construed in accordance with the laws of Washington D.C. without regard to conflict of law provisions that might provide for the application of the law of any other jurisdiction. However, with respect to

our conduct during the representation, you understand and agree that we will comply with the Rules of Professional Conduct that govern the representation.

15. Arbitration: You agree that any controversy or claim arising out of or relating to this agreement, or States United's representation of you, shall be settled by binding arbitration administered by the American Arbitration Association under the Expedited Procedures of its Commercial Arbitration Rules. The arbitration shall take place in Washington, D.C. and the costs of the arbitration shall be borne by both parties equally, unless the arbitrator determines that a different allocation of costs would be equitable at the conclusion of the arbitration. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall be entitled to an award of its attorney's fees and costs by the other party. By agreeing to arbitration, you agree that you are waiving your right to a jury trial of any dispute covered by this agreement, you are waiving your right to take discovery as a part of an arbitration, and you are waiving any right to appeal an adverse award.

ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT

CLERK OF THE SUPERIOR COURT
FILED

08-31-2023 3:45p M
B. Navarro, Deputy



To: Office of the Arizona Attorney General
From: States United Democracy Center
Date: July 25, 2023
Re: Arizona False Electors Scheme Memo

I. INTRODUCTION

After losing the 2020 election, former President Donald Trump and his allies launched a complex and unlawful plan to overturn the election results in certain states, including Arizona, with the goal of preventing Joe Biden from being declared the winner of the presidential election. The plan included perpetuating, even before Election Day, the “big lie” that the only way that Trump could lose is if the election were “stolen”; filing frivolous post-election lawsuits; pressuring officials in seven battleground states to delay or stop certification of election results; urging state legislatures to declare a “failed” election, to order a complete “audit” of all votes, and to appoint their own slate of (Republican) electors; and finally, disrupting the January 6, 2021, Joint Session of Congress and pressuring then-Vice President Mike Pence to reject legitimate slates of (Democratic) electors from those battleground states, including Arizona.

A critical part of this effort involved organizing “alternate” slates of Trump electors to cast fake electoral votes in seven states which Biden had won (Arizona, Georgia, Nevada, New Mexico, Michigan, Pennsylvania, and Wisconsin). This came to be known as the “fake elector” scheme. The existence of these fake electoral votes was an essential premise for the argument by Trump lawyer John Eastman that Pence had the unilateral authority to reject or delay the counting of the legitimate electoral slates at the January 6 Joint Session, where electoral votes were to be counted and the election was to be certified and declared for the actual winner, Biden. Alternatively, a core group of national and state figures attempted to use the fake slates of electors to urge members of Congress to object to the legitimate Biden electors and to pressure legislatures in those seven states to certify their electoral votes for Trump, even though he had lost, potentially disenfranchising millions of voters. Fortunately, these efforts failed.