

**STATE OF LOUISIANA**  
**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

**BE IT KNOWN THAT** on this 1st day of November, 2022, this agreement is entered into by and between the Office of the Attorney General, LA Department of Justice, hereinafter sometimes referred to as ("State") and Breazeale, Sachse & Wilson, LLP, One American Place, 301 N. Main, Suite 2300, Baton Rouge, LA 70801 hereinafter sometimes referred to as ("Counsel").

1.

Counsel hereby agrees to furnish the following services:

Provide legal advice and assistance in matters involving DEQ, LDH, and the State and the Environmental Protection Agency, including but not limited to the 56-page EPA notice.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

These legal services are to be provided under the immediate supervision of the staff of the Attorney General and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LA Department of Justice, Office of the Attorney General hereby certifies and Counsel hereby acknowledges that:

1. **Goals and objectives:** The Attorney General has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. **Performance measures:** The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. **Monitoring Plan:** The staff of the Louisiana Department of Justice, Office of the Attorney General shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

In consideration of services described hereinabove, State hereby agrees to pay the Counsel as follows:

Jude Bursavich	\$400 per hour
Tim Hardy	\$400 per hour
John King	\$400 per hour
Carroll Devillier	\$300 per hour
Danielle Borel	\$275 per hour

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed **One Hundred Fifty Thousand (\$150,000.00) Dollars and no/100** and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contact or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49.

Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number [REDACTED] and state LDR number [REDACTED]

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing **November 1, 2022** and ending on **October 31, 2023**.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following

addresses:

If to State:           **Angelique Freel**  
                                  **Director**  
                                  **PO Box 94005**  
                                  **Baton Rouge, LA 70802**

If to Counsel:           **Breazeale, Sachse & Wilson, LLP**  
                                  **One American Place**  
                                  **Suite 2300**  
                                  **Baton Rouge, LA 70801**

9.

All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract.

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as

amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12.

This contract is not effective until approved in writing by the Office of State Procurement in accordance with R.S. 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Louisiana by statute refuses any waiver of its Eleventh Amendment sovereign

immunity regarding suits in federal courts. Any proposed consent judgment involving injunctive relief that may have future consequences for the State or that permits or requires ongoing supervision in any manner necessarily involves the State's sovereign interests. Individual officers have no authority to bind the State. Contract counsel, on behalf of the State or any agency or political subdivision thereof, are prohibited from entering into any settlement agreement, consent decree, or any other agreement without express written authority from the Attorney General's Office. Failure to abide by this prohibition will result in termination of the contract, and non-payment of legal fees owed any Contractor.

14.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day of Nov. 29, 2022



**WITNESSES SIGNATURES:**

Margaret Higginbotham  
Signature

Margaret Higginbotham  
Printed Name

[Signature]  
Signature

Guy W. Leonard III  
Printed Name

[Signature]  
Signature

Toni Combs  
Printed Name

[Signature]  
Signature

Margaret Delacorda  
Printed Name

LA Department of Justice  
Jeff Landry, Attorney General

BY: [Signature]  
Wilbur "Bill" Stiles  
Chief Deputy Attorney General

Breazeale, Sachse & Wilson, LLP.

BY: [Signature]  
Timothy W. Hardy  
Telephone # 225-387-4000  
Tax ID# [REDACTED]

## ATTACHMENT #1

### INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to the Department of Justice via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA-R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.

**From:** "Murrill, Elizabeth" <Murrille@ag.louisiana.gov>

**To:** Tim Hardy <Tim.Hardy@bswllp.com>, "Higginbotham, Margaret" <HigginbothamM@ag.louisiana.gov>

**Cc:** "John B. King" <John.King@bswllp.com>, Carroll Devillier <Carroll.Devillier@bswllp.com>, "Danielle L. Borel" <Danielle.Borel@bswllp.com>, "Jude C. Bursavich" <Jude.Bursavich@bswllp.com>, Toni Combs <Toni.Combs@bswllp.com>

**Subject:** Re: Breazeale,Sachse contract

**Date:** Fri, 4 Nov 2022 12:40:22 +0000

**Importance:** Normal

---

Ok thx

---

From: Tim Hardy <Tim.Hardy@bswllp.com>

Sent: Thursday, November 3, 2022 6:19:48 PM

To: Murrill, Elizabeth; Higginbotham, Margaret

Cc: John B. King; Carroll Devillier; Danielle L. Borel; Jude C. Bursavich; Toni Combs

Subject: RE: Breazeale,Sachse contract

CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Liz,

The Monday call has been scheduled at a time that I will be interviewing candidates for the Chancellor's position at River Parishes Community College in Gonzales, La. I know how difficult it is to set a time that works for everyone, so feel free to proceed without me if this time works best for others. I will advise John King, Carroll Devillier, Dani Borel and Jude Bursavich of the scheduled call and will let you know of their availability to call in. Although I hate to miss the initial call, my team members can brief me later.

Margaret,

I am the primary contact and Sonia Mallett's office should have all of my firm's information in that, as I understand, we were recently approved. My assistant, Toni Combs, will be back in the office on Monday and can assist with providing any additional information you may need. Just call the office number below and ask for her by name.

Thank you and we look forward to assisting you in this matter.

Tim

Timothy W. Hardy

Partner

Breazeale Sachse & Wilson, L.L.P.

One American Place, 23rd Floor

P. O. Box 3197

Baton Rouge, Louisiana 70821-3197

Office: (225) 387-4000

Fax: (225) 381-8029

tim.hardy@bswllp.com

www.bswllp.com

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-----Original Message-----

From: Murrill, Elizabeth <Murrille@ag.louisiana.gov>  
Sent: Thursday, November 3, 2022 4:50 PM  
To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
Cc: Tim Hardy <Tim.Hardy@bswllp.com>  
Subject: [EXTERNAL] Re: Breazeale,Sachse contract

Tim Hardy at Breazeale - cc'd here

---

From: Higginbotham, Margaret  
Sent: Thursday, November 3, 2022 10:30:56 AM  
To: Murrill, Elizabeth  
Cc: Gannuch, Melissa  
Subject: Breazeale,Sachse contract

Liz,  
Who is the contact person for this contract? I need tax id info.

[cid:image001.png@01D2344B.E653D150]

Thank you.

Margaret Higginbotham  
Contract Specialist, Administrative Services Office of Attorney General Jeff Landry  
Phone: (225) 326-6713  
<http://www.AGJeffLandry.com><<http://www.agjefflandry.com>>

[Facebook Icon NAVY]<<https://www.facebook.com/AGJeffLandry>> [Instagram Icon NAVY]  
<<https://www.instagram.com/AGJeffLandry>> [Twitter Icon NAVY] <<https://twitter.com/AGJeffLandry>>  
[Youtube Icon NAVY] <<https://www.youtube.com/channel/UC5B73ANYp0tEAMETrT7OqgQ>>

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**From:** Tim Hardy <Tim.Hardy@bswllp.com>

**To:** "Higginbotham, Margaret" <HigginbothamM@ag.louisiana.gov>

**Cc:** Toni Combs <Toni.Combs@bswllp.com>

**Subject:** Re: [EXTERNAL] RE: Breazeale,Sachse contract

**Date:** Fri, 4 Nov 2022 18:44:51 +0000

**Importance:** Normal

---

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Great. And Jackie Wilson in the Litigation Division may have access to the submission as well. Toni and I are happy to resubmit or update as is necessary.

Thank you.

Tim

Sent from my iPhone

> On Nov 4, 2022, at 1:08 PM, Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov> wrote:

>

> Tim,

> I'll get with Darla Larson Monday to see what you sent.

>

>

> Thank you.

>

> Margaret Higginbotham

> Contract Specialist, Administrative Services

> Office of Attorney General Jeff Landry

> Phone: (225) 326-6713

> <http://www.AGJeffLandry.com>

>

>

>

>

>

>

> -----Original Message-----

> From: Tim Hardy <Tim.Hardy@bswllp.com>

> Sent: Friday, November 4, 2022 11:00 AM

> To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

> Cc: Toni Combs <Toni.Combs@bswllp.com>

> Subject: Re: [EXTERNAL] RE: Breazeale,Sachse contract

>

> CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

> Margaret,

>

> And let her know if we need to resend the original packet previously sent to Sonia's office. Of course, the

lawyers in my firm assigned to the matter will be different.

>

> And thank you for all of your assistance.

>

> Tim

>

> Sent from my iPhone

>

>> On Nov 4, 2022, at 9:43 AM, Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov> wrote:

>>

>> Tim,

>> Good to hear from you. I will contact Toni Monday for the info I need to complete the contract draft.

>>

>>

>> Thank you.

>>

>> Margaret Higginbotham

>> Contract Specialist, Administrative Services Office of Attorney

>> General Jeff Landry

>> Phone: (225) 326-6713

>> <http://www.AGJeffLandry.com>

>>

>>

>>

>>

>> -----Original Message-----

>> From: Tim Hardy <Tim.Hardy@bswllp.com>

>> Sent: Thursday, November 3, 2022 6:20 PM

>> To: Murrill, Elizabeth <MurrillE@ag.louisiana.gov>; Higginbotham,

>> Margaret <HigginbothamM@ag.louisiana.gov>

>> Cc: John B. King <John.King@bswllp.com>; Carroll Devillier

>> <Carroll.Devillier@bswllp.com>; Danielle L. Borel

>> <Danielle.Borel@bswllp.com>; Jude C. Bursavich

>> <Jude.Bursavich@bswllp.com>; Toni Combs <Toni.Combs@bswllp.com>

>> Subject: RE: Breazeale,Sachse contract

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>>

>> Liz,

>> The Monday call has been scheduled at a time that I will be interviewing candidates for the Chancellor's position at River Parishes Community College in Gonzales, La. I know how difficult it is to set a time that works for everyone, so feel free to proceed without me if this time works best for others. I will advise John King, Carroll Devillier, Dani Borel and Jude Bursavich of the scheduled call and will let you know of their availability to call in. Although I hate to miss the initial call, my team members can brief me later.

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>> Margaret,

>> I am the primary contact and Sonia Mallett's office should have all of my firm's information in that, as I understand, we were recently approved. My assistant, Toni Combs, will be back in the office on Monday and can assist with providing any additional information you may need. Just call the office number below and ask for her by name.

>>

>> Thank you and we look forward to assisting you in this matter.

>>

>> Tim  
>>  
>> Timothy W. Hardy  
>> Partner  
>> Breazeale Sachse & Wilson, L.L.P.  
>> One American Place, 23rd Floor  
>> P. O. Box 3197  
>> Baton Rouge, Louisiana 70821-3197  
>> Office: (225) 387-4000  
>> Fax: (225) 381-8029  
>> tim.hardy@bswllp.com  
>> http://www.bswllp.com  
>>

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>>  
>> -----Original Message-----  
>> From: Murrill, Elizabeth <MurrillE@ag.louisiana.gov>  
>> Sent: Thursday, November 3, 2022 4:50 PM  
>> To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
>> Cc: Tim Hardy <Tim.Hardy@bswllp.com>  
>> Subject: [EXTERNAL] Re: Breazeale,Sachse contract

>> Tim Hardy at Breazeale - cc'd here

>>  
>> \_\_\_\_\_  
>> From: Higginbotham, Margaret  
>> Sent: Thursday, November 3, 2022 10:30:56 AM  
>> To: Murrill, Elizabeth  
>> Cc: Gannuch, Melissa  
>> Subject: Breazeale,Sachse contract

>> Liz,  
>> Who is the contact person for this contract? I need tax id info.

>> [cid:image001.png@01D2344B.E653D150]

>> Thank you.

>> Margaret Higginbotham  
>> Contract Specialist, Administrative Services Office of Attorney  
>> General Jeff Landry  
>> Phone: (225) 326-6713  
>> http://www.AGJeffLandry.com<http://www.agjefflandry.com>

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>>

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**From:** "Higginbotham, Margaret" <HigginbothamM@ag.louisiana.gov>

**To:** Toni Combs <Toni.Combs@bswllp.com>

**Cc:** "Gannuch, Melissa" <gannuchm@ag.louisiana.gov>

**Subject:** RE: [EXTERNAL] RE: Breazeale,Sachse contract

**Date:** Thu, 10 Nov 2022 19:29:53 +0000

**Importance:** High

**Attachments:** Breazeale,\_Sachse\_&\_Wilson.docx

---

Toni,  
Attached is a draft of the contract with our office. Please have Mr. Hardy review and if no changes, please print two (2) originals, obtain his signature, witness signatures, then return to me for processing at:

1885 N. Third St.  
Livingston Building  
Baton Rouge, LA 70802.

In addition, I will need a vendor number and a vendor profile. Below are the links to get this task accomplished. Once completed, please print copy of vendor profile to submit with signed contract and also let me know what your vendor number is.

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) (This is the link to set up a vendor number. Along with the vendor number, I will need a W-9.)

The link to set up your vendor profile is listed below:

LAGOV Supplier Self-Portal Log in: <https://lagoverpvendor.doa.louisiana.gov/irj/portal>  
Help Scripts can be found at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

If the vendor needs their password reset in order to log in and create/update their vendor profile, they can contact the Office of State Procurement at 225-342-8010

Let me know if you have any problems or concerns.

Thank you.

Margaret Higginbotham  
Contract Specialist, Administrative Services  
Office of Attorney General Jeff Landry  
Phone: (225) 326-6713  
[www.AGJeffLandry.com](http://www.AGJeffLandry.com)

-----Original Message-----

From: Toni Combs <Toni.Combs@bswllp.com>

Sent: Thursday, November 10, 2022 1:12 PM

To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per our accounting department, our LDR number is [REDACTED]. Thank you.

-----Original Message-----

From: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

Sent: Thursday, November 10, 2022 11:37 AM

To: Toni Combs <Toni.Combs@bswllp.com>

Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

Importance: High

Toni,  
Were able to get the LA Dept. of Revenue account number? I am ready to send the contract to you to obtain Mr. Hardy's signature, but need the LA. Dept. of Revenue account number to insert before sending out for signature.

Also, do you have a vendor number?

Thank you.

Margaret Higginbotham  
Contract Specialist, Administrative Services Office of Attorney General Jeff Landry  
Phone: (225) 326-6713  
<http://www.AGJeffLandry.com>

-----Original Message-----

From: Toni Combs <Toni.Combs@bswllp.com>

Sent: Monday, November 7, 2022 4:54 PM

To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

Cc: Tim Hardy <Tim.Hardy@bswllp.com>

Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Margaret,  
Per our conversation today, BSW's Tax ID number is: [REDACTED] and Timothy W. Hardy will be the one to sign the contract. Please let me know if any further information is needed. Thank you.  
Toni

Toni Combs  
BREAZEALE, SACHSE & WILSON, L.L.P.  
One American Place, Suite 2300  
Post Office Box 3197  
Baton Rouge, Louisiana 70821-3197  
(225) 387-4000 – Main Number  
(225) 381-8029 – Facsimile

toni.combs@bswllp.com  
<http://www.bswllp.com>

-----Original Message-----

From: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
Sent: Friday, November 4, 2022 1:09 PM  
To: Tim Hardy <Tim.Hardy@bswllp.com>  
Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

Tim,  
I'll get with Darla Larson Monday to see what you sent.

Thank you.

Margaret Higginbotham  
Contract Specialist, Administrative Services Office of Attorney General Jeff Landry  
Phone: (225) 326-6713  
<http://www.AGJeffLandry.com>

-----Original Message-----

From: Tim Hardy <Tim.Hardy@bswllp.com>  
Sent: Friday, November 4, 2022 11:00 AM  
To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
Cc: Toni Combs <Toni.Combs@bswllp.com>  
Subject: Re: [EXTERNAL] RE: Breazeale,Sachse contract

CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Margaret,

And let her know if we need to resend the original packet previously sent to Sonia's office. Of course, the lawyers in my firm assigned to the matter will be different.

And thank you for all of your assistance.

Tim

Sent from my iPhone

> On Nov 4, 2022, at 9:43 AM, Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov> wrote:  
>  
> Tim,  
> Good to hear from you. I will contact Toni Monday for the info I need to complete the contract draft.  
>  
>  
> Thank you.

>  
> Margaret Higginbotham  
> Contract Specialist, Administrative Services Office of Attorney  
> General Jeff Landry  
> Phone: (225) 326-6713  
> <http://www.AGJeffLandry.com>  
> landry.com  
> landry.com

>  
>  
>  
>  
> -----Original Message-----

> From: Tim Hardy <Tim.Hardy@bswllp.com>  
> Sent: Thursday, November 3, 2022 6:20 PM  
> To: Murrill, Elizabeth <MurrillE@ag.louisiana.gov>; Higginbotham,  
> Margaret <HigginbothamM@ag.louisiana.gov>  
> Cc: John B. King <John.King@bswllp.com>; Carroll Devillier  
> <Carroll.Devillier@bswllp.com>; Danielle L. Borel  
> <Danielle.Borel@bswllp.com>; Jude C. Bursavich  
> <Jude.Bursavich@bswllp.com>; Toni Combs <Toni.Combs@bswllp.com>  
> Subject: RE: Breazeale,Sachse contract

>  
> CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open  
attachments unless you recognize the sender and know the content is safe.

>  
> Liz,  
> The Monday call has been scheduled at a time that I will be interviewing candidates for the Chancellor's  
position at River Parishes Community College in Gonzales, La. I know how difficult it is to set a time that works  
for everyone, so feel free to proceed without me if this time works best for others. I will advise John King,  
Carroll Devillier, Dani Borel and Jude Bursavich of the scheduled call and will let you know of their availability  
to call in. Although I hate to miss the initial call, my team members can brief me later.

>  
> Margaret,  
> I am the primary contact and Sonia Mallett's office should have all of my firm's information in that, as I  
understand, we were recently approved. My assistant, Toni Combs, will be back in the office on Monday and can  
assist with providing any additional information you may need. Just call the office number below and ask for her  
by name.

>  
> Thank you and we look forward to assisting you in this matter.

>  
> Tim  
>  
> Timothy W. Hardy  
> Partner  
> Breazeale Sachse & Wilson, L.L.P.  
> One American Place, 23rd Floor  
> P. O. Box 3197  
> Baton Rouge, Louisiana 70821-3197  
> Office: (225) 387-4000  
> Fax: (225) 381-8029  
> [tim.hardy@bswllp.com](mailto:tim.hardy@bswllp.com)  
> <http://www.bswllp.com>  
> .com

> .com

>

> The information contained in this electronic mail transmission and the accompanying pages is intended solely for the addressee(s) named above. If you are not an addressee, or responsible for delivering these documents to an addressee, you have received this document in error and you are strictly prohibited from reading or disclosing it. The information contained in this document is highly confidential and may be subject to legally enforceable privileges. Unless you are an addressee, or associated with an addressee for delivery purposes, you may violate these privileges and subject yourself to liability if you do anything with this document or the information it contains other than calling us by telephone (225) 387-4000 and returning this document to us at once.

>

> -----Original Message-----

> From: Murrill, Elizabeth <MurrillE@ag.louisiana.gov>

> Sent: Thursday, November 3, 2022 4:50 PM

> To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

> Cc: Tim Hardy <Tim.Hardy@bswllp.com>

> Subject: [EXTERNAL] Re: Breazeale,Sachse contract

>

> Tim Hardy at Breazeale - cc'd here

>

> 

---

From: Higginbotham, Margaret

> Sent: Thursday, November 3, 2022 10:30:56 AM

> To: Murrill, Elizabeth

> Cc: Gannuch, Melissa

> Subject: Breazeale,Sachse contract

>

> Liz,

> Who is the contact person for this contract? I need tax id info.

>

>

> [cid:image001.png@01D2344B.E653D150]

>

> Thank you.

>

> Margaret Higginbotham

> Contract Specialist, Administrative Services Office of Attorney

> General Jeff Landry

> Phone: (225) 326-6713

> <http://www.AGJeffLandry.com>

> [landry.com](http://www.landry.com)

> [landry.com](http://www.agjefflandry.com)<<http://www.agjefflandry.com>

> [main=agjefflandry.com](http://www.main=agjefflandry.com)

> [main=agjefflandry.com](http://www.main=agjefflandry.com)>

>

> [Facebook Icon NAVY]<<https://www.facebook.com/AGJeffLandry>> [Instagram Icon NAVY]

> <<https://www.instagram.com/AGJeffLandry>> [Twitter Icon NAVY] <<https://twitter.com/AGJeffLandry>>

> [Youtube Icon NAVY] <<https://www.youtube.com/channel/UC5B73ANYp0tEAMETrT7OqgQ>>

>

>

>

>

>

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**STATE OF LOUISIANA**  
**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

**BE IT KNOWN THAT** on this 1st day of November, 2022, this agreement is entered into by and between the Office of the Attorney General, LA Department of Justice hereinafter sometimes referred to as (“State”) and Breazeale, Sachse & Wilson, LLP, One American Place, 301 N. Main, Suite 2300, Baton Rouge, LA 70801 hereinafter sometimes referred to as (“Counsel”).

1.

Counsel hereby agrees to furnish the following services:

Provide legal advice and assistance in matters involving DEQ, LDH, and the State and the Environmental Protection Agency, including but not limited to the 56-page EPA notice.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker’s compensation.

These legal services are to be provided under the immediate supervision of the staff of the Attorney General and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LA Department of Justice, Office of the Attorney General hereby certifies and Counsel hereby acknowledges that:

1. Goals and objectives: The Attorney General has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. Monitoring Plan: The staff of the Louisiana Department of Justice, Office of the Attorney General shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.



2.

In consideration of services described hereinabove, State hereby agrees to pay the Counsel as follows:

Jude Bursavich	\$400 per hour
Tim Hardy	\$400 per hour
John King	\$400 per hour
Carol Devillier	\$300 per hour
Danielle Borel	\$275 per hour

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed **One Hundred Fifty Thousand (\$150,000.00) Dollars and no/100** and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contact or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49.

Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number [REDACTED] and state LDR number [REDACTED]

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing **November 1, 2022** and ending on **October 31, 2023**.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following

addresses:

If to State:           **Angelique Freel**  
                              **Director**  
                              **PO Box 94005**  
                              **Baton Rouge, LA 70802**

If to Counsel:  
**Breazeale, Sachse & Wilson, LLP**  
**One American Place**  
**Suite 2300**  
**Baton Rouge, LA 70801**

9.

All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract.

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as

amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12.

This contract is not effective until approved in writing by the Office of State Procurement in accordance with R.S. 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Louisiana by statute refuses any waiver of its Eleventh Amendment sovereign

immunity regarding suits in federal courts. Any proposed consent judgment involving injunctive relief that may have future consequences for the State or that permits or requires ongoing supervision in any manner necessarily involves the State's sovereign interests. Individual officers have no authority to bind the State. Contract counsel, on behalf of the State or any agency or political subdivision thereof, are prohibited from entering into any settlement agreement, consent decree, or any other agreement without express written authority from the Attorney General's Office. Failure to abide by this prohibition will result in termination of the contract, and non-payment of legal fees owed any Contractor.

14.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day of \_\_\_\_\_.

**WITNESSES SIGNATURES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**LA Department of Justice  
Jeff Landry, Attorney General**

BY: \_\_\_\_\_  
**Wilbur "Bill" Stiles  
Chief Deputy Attorney General**

**Breazeale, Sachse & Wilson, LLP.**

BY: \_\_\_\_\_  
**Timothy W. Hardy  
Telephone # 225-387-4000  
Tax ID# [REDACTED]**



## ATTACHMENT #1

### INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to the Department of Justice via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA-R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.

**From:** Toni Combs <Toni.Combs@bswllp.com>

**To:** "Jones, Jasimiel" <JonesJ@ag.louisiana.gov>, "John B. King" <John.King@bswllp.com>, "Danielle L. Borel" <Danielle.Borel@bswllp.com>, "Tim Hardy" <Tim.Hardy@bswllp.com>

**Subject:** RE: EPA Title VI matter

**Date:** Fri, 11 Nov 2022 16:59:48 +0000

**Importance:** Normal

**Inline-Images:** image002.jpg; image003.png

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**CAUTION:** This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jasimiel,  
This date and time will work for the call/meeting. Thank you.  
Toni



Toni Combs  
BREAZEALE, SACHSE & WILSON, L.L.P.  
One American Place, Suite 2300  
Post Office Box 3197  
Baton Rouge, Louisiana 70821-3197  
(225) 387-4000 – Main Number  
(225) 381-8029 – Facsimile  
[toni.combs@bswllp.com](mailto:toni.combs@bswllp.com)  
[www.bswllp.com](http://www.bswllp.com)

---

**From:** Jones, Jasimiel <JonesJ@ag.louisiana.gov>  
**Sent:** Thursday, November 10, 2022 3:48 PM  
**To:** John B. King <John.King@bswllp.com>; Danielle L. Borel <Danielle.Borel@bswllp.com>; Tim Hardy <Tim.Hardy@bswllp.com>  
**Subject:** [EXTERNAL] EPA Title VI matter

Good afternoon

EPA has agreed to meet from 1:30-2:30CT on Wednesday 11/16. Will this time work for your team?

Thank you so kindly,  
Jasimiel



Jasimiel T. Jones, MBA, MLIS  
Paralegal to Liz Murrill, Solicitor General  
Office of Attorney General Jeff Landry  
Phone: (225) 326-6739 Cell: (225) 377-9809  
[www.AGJeffLandry.com](http://www.AGJeffLandry.com)

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The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**From:** Tim Hardy <Tim.Hardy@bswllp.com>

**To:** Toni Combs <Toni.Combs@bswllp.com>

**Cc:** "Higginbotham, Margaret" <HigginbothamM@ag.louisiana.gov>, "Gannuch, Melissa" <gannuchm@ag.louisiana.gov>

**Subject:** Re: [EXTERNAL] RE: Breazeale,Sachse contract

**Date:** Sat, 12 Nov 2022 15:57:44 +0000

**Importance:** Normal

---

CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Actually, it should be "Carroll."

Tim

Sent from my iPhone

> On Nov 11, 2022, at 2:38 PM, Toni Combs <Toni.Combs@bswllp.com> wrote:

>

> Margaret,

> One small change. On Page 2 - please correct the spelling of Mr. Devillier's name - should be: Carroll Devillier  
> - Thank you.

> Toni

>

>

> -----Original Message-----

> From: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

> Sent: Thursday, November 10, 2022 1:30 PM

> To: Toni Combs <Toni.Combs@bswllp.com>

> Cc: Gannuch, Melissa <gannuchm@ag.louisiana.gov>

> Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

> Importance: High

>

> Toni,

> Attached is a draft of the contract with our office. Please have Mr. Hardy review and if no changes, please print two (2) originals, obtain his signature, witness signatures, then return to me for processing at:

>

> 1885 N. Third St.

> Livingston Building

> Baton Rouge, LA 70802.

>

> In addition, I will need a vendor number and a vendor profile. Below are the links to get this task accomplished. Once completed, please print copy of vendor profile to submit with signed contract and also let me know what your vendor number is.

>

>

> [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) (This is the link to set up a vendor number. Along with the vendor number, I will need a W-9.)

>

>

> The link to set up your vendor profile is listed below:

>

> LAGOV Supplier Self-Portal Log in: <https://lagoverpvendor.doa.louisiana.gov/irj/portal>

> Help Scripts can be found at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

>

> If the vendor needs their password reset in order to log in and create/update their vendor profile, they can contact the Office of State Procurement at 225-342-8010

>

> Let me know if you have any problems or concerns.

>

> Thank you.

>

> Margaret Higginbotham

> Contract Specialist, Administrative Services Office of Attorney General Jeff Landry

> Phone: (225) 326-6713

> <http://www.AGJeffLandry.com>

>

>

>

>

>

> -----Original Message-----

> From: Toni Combs <[Toni.Combs@bswllp.com](mailto:Toni.Combs@bswllp.com)>

> Sent: Thursday, November 10, 2022 1:12 PM

> To: Higginbotham, Margaret <[HigginbothamM@ag.louisiana.gov](mailto:HigginbothamM@ag.louisiana.gov)>

> Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

>

> CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

> Per our accounting department, our LDR number is [REDACTED]. Thank you.

>

>

> -----Original Message-----

> From: Higginbotham, Margaret <[HigginbothamM@ag.louisiana.gov](mailto:HigginbothamM@ag.louisiana.gov)>

> Sent: Thursday, November 10, 2022 11:37 AM

> To: Toni Combs <[Toni.Combs@bswllp.com](mailto:Toni.Combs@bswllp.com)>

> Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

> Importance: High

>

> Toni,

> Were able to get the LA Dept. of Revenue account number? I am ready to send the contract to you to obtain Mr. Hardy's signature, but need the LA. Dept. of Revenue account number to insert before sending out for signature.

>

> Also, do you have a vendor number?

>

> Thank you.

>

> Margaret Higginbotham

> Contract Specialist, Administrative Services Office of Attorney General Jeff Landry

> Phone: (225) 326-6713

> <http://www.AGJeffLandry.com>

>

>  
>  
>  
>  
>

> -----Original Message-----

> From: Toni Combs <Toni.Combs@bswllp.com>  
> Sent: Monday, November 7, 2022 4:54 PM  
> To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
> Cc: Tim Hardy <Tim.Hardy@bswllp.com>  
> Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

> CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

> Margaret,  
> Per our conversation today, BSW's Tax ID number is: [REDACTED] and Timothy W. Hardy will be the one to sign the contract. Please let me know if any further information is needed. Thank you.

> Toni  
>  
> Toni Combs  
> BREAZEALE, SACHSE & WILSON, L.L.P.  
> One American Place, Suite 2300  
> Post Office Box 3197  
> Baton Rouge, Louisiana 70821-3197  
> (225) 387-4000 – Main Number  
> (225) 381-8029 – Facsimile  
> toni.combs@bswllp.com  
> <http://www.bswllp.com>

> -----Original Message-----

> From: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>  
> Sent: Friday, November 4, 2022 1:09 PM  
> To: Tim Hardy <Tim.Hardy@bswllp.com>  
> Subject: RE: [EXTERNAL] RE: Breazeale,Sachse contract

> Tim,  
> I'll get with Darla Larson Monday to see what you sent.

> Thank you.

> Margaret Higginbotham  
> Contract Specialist, Administrative Services Office of Attorney General Jeff Landry  
> Phone: (225) 326-6713  
> <http://www.AGJeffLandry.com>

> -----Original Message-----

> From: Tim Hardy <Tim.Hardy@bswllp.com>  
> Sent: Friday, November 4, 2022 11:00 AM

> To: Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov>

> Cc: Toni Combs <Toni.Combs@bswllp.com>

> Subject: Re: [EXTERNAL] RE: Breazeale,Sachse contract

>

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>

> Margaret,

>

> And let her know if we need to resend the original packet previously sent to Sonia's office. Of course, the lawyers in my firm assigned to the matter will be different.

>

> And thank you for all of your assistance.

>

> Tim

>

> Sent from my iPhone

>

>> On Nov 4, 2022, at 9:43 AM, Higginbotham, Margaret <HigginbothamM@ag.louisiana.gov> wrote:

>>

>> Tim,

>> Good to hear from you. I will contact Toni Monday for the info I need to complete the contract draft.

>>

>>

>> Thank you.

>>

>> Margaret Higginbotham

>> Contract Specialist, Administrative Services Office of Attorney

>> General Jeff Landry

>> Phone: (225) 326-6713

>> <http://www.AGJeffLandry.com>

>> landry.com

>> landry.com

>> landry.com

>>

>>

>>

>>

>> -----Original Message-----

>> From: Tim Hardy <Tim.Hardy@bswllp.com>

>> Sent: Thursday, November 3, 2022 6:20 PM

>> To: Murrill, Elizabeth <MurrillE@ag.louisiana.gov>; Higginbotham,

>> Margaret <HigginbothamM@ag.louisiana.gov>

>> Cc: John B. King <John.King@bswllp.com>; Carroll Devillier

>> <Carroll.Devillier@bswllp.com>; Danielle L. Borel

>> <Danielle.Borel@bswllp.com>; Jude C. Bursavich

>> <Jude.Bursavich@bswllp.com>; Toni Combs <Toni.Combs@bswllp.com>

>> Subject: RE: Breazeale,Sachse contract

>>

>> CAUTION: This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>>

>> Liz,

>> The Monday call has been scheduled at a time that I will be interviewing candidates for the Chancellor's

position at River Parishes Community College in Gonzales, La. I know how difficult it is to set a time that works for everyone, so feel free to proceed without me if this time works best for others. I will advise John King, Carroll Devillier, Dani Borel and Jude Bursavich of the scheduled call and will let you know of their availability to call in. Although I hate to miss the initial call, my team members can brief me later.

>>

>> Margaret,

>> I am the primary contact and Sonia Mallett's office should have all of my firm's information in that, as I understand, we were recently approved. My assistant, Toni Combs, will be back in the office on Monday and can assist with providing any additional information you may need. Just call the office number below and ask for her by name.

>>

>> Thank you and we look forward to assisting you in this matter.

>>

>> Tim

>>

>> Timothy W. Hardy

>> Partner

>> Breazeale Sachse & Wilson, L.L.P.

>> One American Place, 23rd Floor

>> P. O. Box 3197

>> Baton Rouge, Louisiana 70821-3197

>> Office: (225) 387-4000

>> Fax: (225) 381-8029

>> [tim.hardy@bswllp.com](mailto:tim.hardy@bswllp.com)

>> <http://www.bswllp.com>

>> .com

>> .com

>> .com

>>

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>>

>> -----Original Message-----

>> From: Murrill, Elizabeth <[MurrillE@ag.louisiana.gov](mailto:MurrillE@ag.louisiana.gov)>

>> Sent: Thursday, November 3, 2022 4:50 PM

>> To: Higginbotham, Margaret <[HigginbothamM@ag.louisiana.gov](mailto:HigginbothamM@ag.louisiana.gov)>

>> Cc: Tim Hardy <[Tim.Hardy@bswllp.com](mailto:Tim.Hardy@bswllp.com)>

>> Subject: [EXTERNAL] Re: Breazeale,Sachse contract

>>

>> Tim Hardy at Breazeale - cc'd here

>>

>> 

---

From: Higginbotham, Margaret

>> Sent: Thursday, November 3, 2022 10:30:56 AM

>> To: Murrill, Elizabeth

>> Cc: Gannuch, Melissa

>> Subject: Breazeale,Sachse contract

>>

>> Liz,

>> Who is the contact person for this contract? I need tax id info.



>>  
>>  
>> [cid:image001.png@01D2344B.E653D150]  
>>

>> Thank you.

>>  
>> Margaret Higginbotham  
>> Contract Specialist, Administrative Services Office of Attorney  
>> General Jeff Landry  
>> Phone: (225) 326-6713  
>> <http://www.AGJeffLandry.com>  
>> landry.com  
>> landry.com  
>> landry.com<<http://www.agjefflandry.com>  
>> main=agjefflandry.com  
>> main=agjefflandry.com  
>> main=agjefflandry.com>

>>  
>> [Facebook Icon NAVY]<<https://www.facebook.com/AGJeffLandry>> [Instagram Icon NAVY]  
<<https://www.instagram.com/AGJeffLandry>> [Twitter Icon NAVY] <<https://twitter.com/AGJeffLandry>>  
[Youtube Icon NAVY] <<https://www.youtube.com/channel/UC5B73ANYp0tEAMETrT7OqgQ>>

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>>  
>>

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>>

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**From:** "Higginbotham, Margaret" <HigginbothamM@ag.louisiana.gov>

**To:** Toni Combs <Toni.Combs@bswllp.com>

**Cc:** "Gannuch, Melissa" <gannuchm@ag.louisiana.gov>

**Subject:** Breazeale, Sachse contract

**Date:** Fri, 18 Nov 2022 19:21:34 +0000

**Importance:** High

**Attachments:** Breazeale,\_Sachse\_&\_Wilson.docx

**Inline-Images:** image001.png; image002.png; image003.png; image004.png; image005.png

---

Toni,

I have made the correction to Mr. Devillier's name. Please let me know if you need anything else.



Thank you.

Margaret Higginbotham  
Contract Specialist, Administrative Services  
Office of Attorney General Jeff Landry  
Phone: (225) 326-6713  
[www.AGJeffLandry.com](http://www.AGJeffLandry.com)



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**STATE OF LOUISIANA**  
**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

**BE IT KNOWN THAT** on this 1st day of November, 2022, this agreement is entered into by and between the Office of the Attorney General, LA Department of Justice hereinafter sometimes referred to as (“State”) and Breazeale, Sachse & Wilson, LLP, One American Place, 301 N. Main, Suite 2300, Baton Rouge, LA 70801 hereinafter sometimes referred to as (“Counsel”).

1.

Counsel hereby agrees to furnish the following services:

Provide legal advice and assistance in matters involving DEQ, LDH, and the State and the Environmental Protection Agency, including but not limited to the 56-page EPA notice.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker’s compensation.

These legal services are to be provided under the immediate supervision of the staff of the Attorney General and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LA Department of Justice, Office of the Attorney General hereby certifies and Counsel hereby acknowledges that:

1. Goals and objectives: The Attorney General has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. Monitoring Plan: The staff of the Louisiana Department of Justice, Office of the Attorney General shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

In consideration of services described hereinabove, State hereby agrees to pay the Counsel as follows:

Jude Bursavich	\$400 per hour
Tim Hardy	\$400 per hour
John King	\$400 per hour
Carroll Devillier	\$300 per hour
Danielle Borel	\$275 per hour

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed **One Hundred Fifty Thousand (\$150,000.00) Dollars and no/100** and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contact or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49.

Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number [REDACTED] and state LDR number [REDACTED].

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing **November 1, 2022** and ending on **October 31, 2023**.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following



addresses:

If to State:           **Angelique Freel**  
                              **Director**  
                              **PO Box 94005**  
                              **Baton Rouge, LA 70802**

If to Counsel:  
**Breazeale, Sachse & Wilson, LLP**  
**One American Place**  
**Suite 2300**  
**Baton Rouge, LA 70801**

9.

All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract.

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as

amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12.

This contract is not effective until approved in writing by the Office of State Procurement in accordance with R.S. 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Louisiana by statute refuses any waiver of its Eleventh Amendment sovereign

immunity regarding suits in federal courts. Any proposed consent judgment involving injunctive relief that may have future consequences for the State or that permits or requires ongoing supervision in any manner necessarily involves the State's sovereign interests. Individual officers have no authority to bind the State. Contract counsel, on behalf of the State or any agency or political subdivision thereof, are prohibited from entering into any settlement agreement, consent decree, or any other agreement without express written authority from the Attorney General's Office. Failure to abide by this prohibition will result in termination of the contract, and non-payment of legal fees owed any Contractor.

14.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day of \_\_\_\_\_.

**WITNESSES SIGNATURES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**LA Department of Justice  
Jeff Landry, Attorney General**

BY: \_\_\_\_\_  
**Wilbur "Bill" Stiles  
Chief Deputy Attorney General**

**Breazeale, Sachse & Wilson, LLP.**

BY: \_\_\_\_\_  
**Timothy W. Hardy  
Telephone # 225-387-4000  
Tax ID# [REDACTED]**

## ATTACHMENT #1

### INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to the Department of Justice via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA-R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.

**From:** "St. John, Joseph" <StJohnJ@ag.louisiana.gov>

**To:** "Rhodes, Julia" <Rhodes.Julia@epa.gov>, "Murrill, Elizabeth" <MurrillE@ag.louisiana.gov>, "Seidemann, Ryan" <SeidemannR@ag.louisiana.gov>, "Stiles, Bill" <StilesB@ag.louisiana.gov>, "Freel, Angelique" <FreelA@ag.louisiana.gov>, "Hall, Machele" <HallM@ag.louisiana.gov>, "Montegut, Ryan" <MontegutR@ag.louisiana.gov>, "McKinney, Cheryl" <McKinneyC@ag.louisiana.gov>, "tim.hardy@bswllp.com" <tim.hardy@bswllp.com>, "Danielle L. Borel" <Danielle.Borel@bswllp.com>, "John B. King" <John.King@bswllp.com>, "Jones, Jasimiel" <JonesJ@ag.louisiana.gov>, "Hoffer, Melissa" <Hoffer.Melissa@epa.gov>, "Payne, Jim" <payne.james@epa.gov>, "Goerke, Ariadne" <Goerke.Ariadne@epa.gov>, "McGuire, James" <McGuire.James@epa.gov>, Neal Elliott <Neal.Elliott@LA.GOV>, "Roger Ward (DEQ)" <Roger.Ward@LA.GOV>, Stephen Russo <Stephen.Russo@LA.GOV>, "McKinney, Cheryl" <McKinneyC@ag.louisiana.gov>, "Bates, Warren" <BatesW@ag.louisiana.gov>

**Subject:** RE: LA Attorney General's Office and EPA meeting - Correspondence

**Date:** Fri, 9 Dec 2022 22:47:14 +0000

**Importance:** Normal

**Attachments:** 2022.12.09\_St.\_John\_to\_EPA\_re\_Call\_(FINAL).pdf

**Inline-Images:** image001.png

---

Counsel:

Please see the attached correspondence.

Best regards,  
Scott



**Joseph Scott St. John**

Deputy Solicitor General  
Office of Attorney General Jeff Landry  
Tel: (225) 485-2458  
[stjohnj@ag.louisiana.gov](mailto:stjohnj@ag.louisiana.gov)  
[www.AGJeffLandry.com](http://www.AGJeffLandry.com)

-----Original Appointment-----

**From:** Jones, Jasimiel <JonesJ@ag.louisiana.gov> **On Behalf Of** Rhodes, Julia

**Sent:** Monday, November 14, 2022 2:04 PM

**To:** Murrill, Elizabeth; St. John, Joseph; Seidemann, Ryan; Stiles, Bill; Freel, Angelique; Hall, Machele; Montegut, Ryan; McKinney, Cheryl; tim.hardy@bswllp.com; Danielle L. Borel; John B. King

**Subject:** FW: LA Attorney General's Office and EPA meeting

**When:** Wednesday, November 16, 2022 2:30 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** Microsoft Teams Meeting

-----Original Appointment-----

**From:** Rhodes, Julia <[Rhodes.Julia@epa.gov](mailto:Rhodes.Julia@epa.gov)>

**Sent:** Monday, November 14, 2022 1:59 PM

**To:** Rhodes, Julia; Jones, Jasimiel; Hoffer, Melissa; Payne, Jim; Goerke, Ariadne; McGuire, James

**Subject:** LA Attorney General's Office and EPA meeting

**When:** Wednesday, November 16, 2022 2:30 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** Microsoft Teams Meeting

**CAUTION:** *This email originated outside of Louisiana Department of Justice. Do not click links or open attachments unless you recognize the sender and know the content is safe.*

---

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: [REDACTED]

Passcode: [REDACTED]

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**Join with a video conferencing device**

[REDACTED]  
Video Conference ID: [REDACTED]

[Alternate VTC instructions](#)

**Or call in (audio only)**

[REDACTED] United States, Washington DC

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Jeff Landry  
Attorney General

**State of Louisiana**  
DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL  
P.O. BOX 94005  
BATON ROUGE  
70804-9005

December 9, 2022

**Via Electronic Mail**

Melissa Hoffer  
Principal Deputy General Counsel, U.S. E.P.A.  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
Hoffer.Melissa@epa.gov

Re: Memorialization of Telephone Conference  
EPA Complaint Nos. 01R-22-R6, 02R-22-R6, and 04R-22-R6

Ms. Hoffer:

I write to memorialize aspects of our November 16, 2022, telephone conference. Our November 16 call started at approximated 1:30 p.m. Central Time, and continued until approximately 2:30 p.m. Central Time. Representatives of USEPA, LDEQ, LDH, and LADOJ were on the call.

**Background and General Process**

EPA recounted that on October 12, 2022, it issued a letter of concern regarding LDEQ and LDH. EPA elaborated that as part of the external civil rights complaint process, it reached out to LDH and LDEQ regarding complaints, and both LDH and LDEQ expressed interest in informal resolution. EPA has not concluded its investigation, and has not reached final conclusions of fact or law. Based on facts discovered thus far, the letter of concern presents significant concerns that LDH's and LDEQ's actions or non-actions impact black residents in specific parishes.

EPA explained that Informal resolution typically results in specific commitments that are designed to resolve concerns identified up to the date of resolution. EPA continues to monitor a case until it determines the commitments have been fully implemented. EPA then sends a resolution letter and ceases monitoring. If the commitments are not satisfied, EPA may reopen its investigation.

**Impact of CARE Litigation.**

With regard to deadlines, EPA explained that it was applying the judgment in the *CARE* litigation in the Northern District of California to EPA's letter of concern. EPA acknowledged that its letter of concern covers two distinct complaints—one related to St. John Parish and one related



to St. James Parish—and the *CARE* judgment does not apply to the St. James Parish complaint. EPA explained it believes resolving the two complaints together is the most efficient way to proceed because EPA views them as involving “similar” factual patterns. EPA subsequently retreated on that point and acknowledged “the factual issues are different” but urged that “some commonality” suggested a combined resolution.

Both LDEQ and LADOJ emphasized that they were not parties to the *CARE* litigation, there is no legal reason why they should be bound by that litigation, and that Louisiana is deeply troubled by private litigants being permitted to exercise control over EPA’s negotiations with a State. Louisiana was particularly troubled given its understanding that once it enters negotiations with EPA, any otherwise applicable time limits are suspended so as to facilitate those negotiations.<sup>1</sup>

### **Lack of Specific Allegations**

LADOJ inquired as to “exactly” what EPA believes LDEQ and LDH are doing wrong, and explained that EPA’s letter of concern does not identify specific actions. LADOJ asked that EPA specifically identify any provisions in Louisiana law, any actions, or any inactions that EPA believes conflict with Title VI, and that EPA provide supporting legal analysis.

LADOJ noted that EPA has approved LDEQ’s programs in the past, and LADOJ does not understand what is different now. LADOJ explained that both LDEQ and EPA have long-been applying the same rules, and inquired what specifically has changed. EPA responded that it was only able to lay out the elements of disparate impact under Title VI, and the evidence identified in its letter of concern. EPA then stated that it did not “want to use this call to get into the substance of our negotiations.”

LADOJ elaborated that EPA’s letter purports to indict LDH and LDEQ for decades – if not centuries – of conduct. LADOJ reiterated that EPA needs to identify what, exactly, it believes Louisiana agencies are doing wrong; what specific federal law or regulations are being violated; and what exact remedies does EPA seek.

EPA responded by merely reiterating the elements of a disparate impact claim, and demurred until the parties have a settlement negotiation. EPA then stated “[t]his is not an environmental engagement per se,” and “[c]ompliance with environmental laws is not a shield to Title VI.”

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<sup>1</sup> *Californians for Renewable Energy v. U.S.E.P.A.*, No. 4:15-cv-3292 (N.D. Cal.). That case involved specific claims from specific complainants regarding events in Alabama, California, New Mexico, Michigan, and Texas. Louisiana has grave doubt vis-à-vis the district court’s unappealed order granting nationwide prospective injunctive relief in connection with future complaints to EPA.

## **EPA's Public Actions**

LDEQ noted that it was LDEQ's understanding from its initial contact with EPA that this matter would be negotiated under EPA's case negotiation manual, with a draft IRA, but LDEQ was later told EPA was issuing a public letter. LDEQ inquired as to why—in deviation from the normal process—a public letter was issued. LADOJ explained that EPA's publicizing the issue did not help vis-à-vis good faith negotiations with Louisiana agencies, particularly given the private complainants' litigation against the State of Louisiana. The publicity appeared to be solely for the benefit of the private litigants. Indeed, LADOJ noted that the private litigants' objective is for no permits to issue, and EPA's public letter merely served to further that objective.

## **Role of LADOJ**

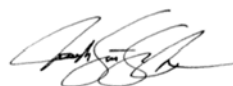
EPA inquired about the role of LADOJ. LADOJ explained that some of the issues raised by EPA have implications broader than specific agencies. LADOJ has the right to intervene and be involved in any matter where the State has an interest at stake. EPA agreed, and it asked LADOJ to identify email addresses for appropriate contacts.<sup>2</sup>

\* \* \* \* \*

Please promptly let me know if this letter does not accurately reflect our call.

So as to facilitate a more fulsome discussion, we ask that EPA promptly circulate topics for discussion on our upcoming call. We specifically ask that EPA address (1) its specific objections or concerns with Louisiana's procedures, etc., as alluded to in EPA's letter of concern, and (2) its position regarding impact of the *CARE* litigation.

Very truly yours,



Joseph Scott St. John  
Deputy Solicitor General

---

<sup>2</sup> LADOJ identifies the following contacts and email addresses:

Liz Murrill (murrille@ag.louisiana.gov)  
Scott St. John (stjohnj@ag.louisiana.gov)  
Angelique Freela (freela@ag.louisiana.gov)  
Ryan Seidemann (seidemannr@ag.louisiana.gov)  
Ryan Montegut (montegutr@ag.louisiana.gov)

**From:** "Sinquefield, John" <SinquefieldJ@ag.louisiana.gov>

**To:** "Tim.Hardy@bswllp.com" <Tim.Hardy@bswllp.com>

**Cc:** "Landry, Jeffrey" <LandryJ@ag.louisiana.gov>, Elizabeth Murrill <murrille@GOV.STATE.LA.US>, "Short, Tracy" <ShortT@ag.louisiana.gov>

**Subject:** Conflict Waiver

**Date:** Fri, 20 Jan 2023 19:16:41 +0000

**Importance:** Normal

**Inline-Images:** image001.png; image002.png; image003.png; image004.png; image005.png

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Mr. Hardy,

You have requested a conflict waiver from the Attorney General regarding your firm's representation of the State, through the Attorney General, on certain matters related to an EPA letter and possible litigation that may result. You specifically identified the following matters in which your firm is involved:

1. Sherwood 2828, LLC and Westside Houses, Inc. v. Rebekah E. Gee, MD, MPH, in her capacity as Secretary of the Louisiana Department of Health; Baton Rouge Total Care, a Louisiana Limited Partnership; and Ben Carson, in his capacity as the Secretary of the United States Department of Housing and Urban Development, No. C667,853, Sec. "27", 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana: Our client is Sherwood 2828, LLC, owned by Westside Houses, Inc.
2. Maximus US Services, Inc. v. LDH, No. 713723, Sec. "24", 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana
3. Booker SCC, LLC; Bossier SCC, LLC; Bradford SCC, LLC; Colonial SCC, LLC; Ruston SCC, LLC; Normandie SCC, LLC; Shreveport SCC, LLC; and Springlake SCC, LLC v. LDH, No. 713,601, Sec. 25, 19<sup>th</sup> JDC, Parish of East Baton Rouge

We have reviewed and grant your request.

Regards,

John Sinquefield  
Chief Deputy



**John W. Sinquefield**

Chief Deputy, Executive Division

Office of Attorney General Jeff Landry

Phone: (225) 326-6707 Fax: (225) 326-6797

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