

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 30<sup>TH</sup>  
JUDICIAL CIRCUIT  
INGHAM COUNTY

KELLEY *ex rel.* MICHIGAN,  
Plaintiff,

v.

PHILIP MORRIS INCORPORATED, *et al.*,  
Defendants.

Case No. 96-84281-CZ

Hon. Lawrence M. Glazer

**PLAINTIFFS' BRIEF IN OPPOSITION TO  
DEFENDANTS' MOTION TO DISQUALIFY THE  
ATTORNEY GENERAL'S "UNLAWFULLY  
RETAINED CONTINGENT FEE" COUNSEL**

The State of Michigan, by its Attorney General Frank J. Kelley, is seeking substantial recovery<sup>1</sup> from the Defendants who are responsible for the horrific human, health, and financial costs which were and continue to be caused by cigarettes. The Attorney General's financial and personnel resources limit the Attorney General's ability to pursue litigation of this nature which promises to be arduous, complex, and expensive. As previously admitted by counsel for Defendant, R.J. Reynolds:

The aggressive posture we have taken regarding depositions and discovery in general continues to make these cases extremely burdensome and expensive for plaintiffs' lawyers, particularly sole practitioners. To paraphrase General Patton, the way we won these cases was not by spending all of [RJR]'s money, but by making that other son of a bitch spend all of his.

*Haines v. Liggett Group*, 814 F. Supp. 414, 421 (D. N.J. 1993) (quoting an April 29, 1988 Memorandum authored by R.J. Reynolds counsel J. Michael Jourdan).

It is no secret that the Defendants have mustered an army of the nation's largest law firms, which include hundreds of attorneys, to fight a

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<sup>1</sup> The State of Michigan, through the Attorney General, brings this state law action for money damages, civil penalties, declaratory and injunctive relief, indemnity and restitution.

scorched-earth war. Against this backdrop, the Attorney General deemed it to be in the State's best interest to assign three Assistant Attorneys General to the case and then to retain Special Assistant Attorneys General with experience in tobacco litigation to assist in the prosecution of the lawsuit.

The Attorney General and the Special Assistant Attorneys General executed a Memorandum of Understanding which contains a fee arrangement providing, among other things, that upon the successful recovery of damages from the Tobacco Industry Defendants, the Attorney General shall petition the Court for reasonable fees and expenses to be awarded to the Special Assistant Attorneys General for their work based on consideration by the Court of eight factors.<sup>2</sup> Mischaracterizing the fee arrangement as a "contingent contract,"<sup>3</sup> Defendants filed the present Motion to Disqualify the Attorney General's "unlawfully retained contingent fee counsel" and to

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<sup>2</sup> The factors to be considered by this Court are as follows:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to pursue the litigation properly;
- (2) The likelihood that the acceptance of this employment precluded other employment by the Special Assistant Attorneys General;
- (3) The fees customarily charged in the locality for similar legal services;
- (4) The financial amount involved and the results obtained for the State of Michigan;
- (5) The time limitations imposed by the litigation or the circumstances;
- (6) The nature and length of the professional representation;
- (7) The experience, reputation, and ability of the Special Assistant Attorneys General performing the services; and
- (8) The uncertainty and risk undertaken by Special Assistant Attorneys General in accepting employment.

<sup>3</sup> "A contingent fee is an arrangement between an attorney and a client where the attorney agrees to represent the client for compensation fixed at a percentage of the amount recovered." *Comment*, The Validity and Propriety of Contingent Fee Controls, 37 U.C.L.A. 949 (1990). Here the Special Assistant Attorneys General's compensation is not fixed or tied to a percentage of the amount recovered. Rather, a review of the factors listed in the fee arrangement reveals that the fee agreement results in a quantum-meruit basis for payment as opposed to a contingency fee contract.

have the Court declare the fee arrangement illegal and void. Contrary to Defendants' allegations: (1) no statutory authority prohibits the Attorney General's fee arrangement with the Special Assistant Attorneys General; (2) no constitutional provision forbids the Attorney General's fee arrangement with the Special Assistant Attorneys General; and (3) the fee agreement executed by the Attorney General and the Special Assistant Attorneys General does not violate the powerful Tobacco Industry Defendants' right to due process. Defendants' Motion is nothing more than another attempt to undermine the Attorney General's ability and authority to pursue legal recourse against the Tobacco Industry for the great harm it has caused.

Moreover, regardless of the merits of any of the Defendants' assertions, Defendants have failed to assert, much less establish, any standing to maintain such contentions.

## ARGUMENT

### I

#### THE DEFENDANTS HAVE NO STANDING TO CHALLENGE THE FEE AGREEMENT.

The primary interest advanced by Defendants in challenging the fee agreement is the alleged misapplication of state funds. The Tobacco Industry Defendants lack standing to challenge the fee agreement between the Attorney General and the Special Assistant Attorneys General.

The requirement of standing focuses on the party's interest in the outcome of the litigation. *Waterford School District v. State Board of Education*, 98 Mich. App. 658, 662; 296 N.W.2d j328, 331 (1980). The requirement of standing insures sincere and vigorous advocacy. *Id.* However, vigorous advocacy alone is not enough. Generally, litigants lack standing where, as here, the litigants seek redress for a perceived public wrong and the litigants' alleged injury is no different from any injury to the citizenry generally. Accordingly, a taxpayer lacks standing to challenge any alleged illegal expenditure of public funds where the taxpayer fails to show it will suffer an injury different from any injury to taxpayers generally. *Id.* In Michigan, taxpayer standing has been statutorily expanded to permit challenges to perceived illegal expenditures when the taxpayers are "five residents of the state who own property assessed for direct taxation by the county wherein they reside." M.C.L. 600.2041(3); M.S.A. 27A.2041(3). Nonetheless, in seeking standing under this provision, a taxpayer is still required to prove that it "will sustain substantial injury or suffer loss or damage *as taxpayers, through*

increased taxation and the consequences thereof." *Waterford School District*, 98 Mich. App. At 662; 296 N.W.2d at 331 (emphasis added).

Defendants do not and cannot logically claim that a fee agreement which enables the Attorney General to provide legal representation (without using any money from the State Treasury for compensation) to recover money which will inure to the benefit of Michigan taxpayers will possibly increase taxes. Under the fee agreement, if there is no recovery, the legal representation costs the state nothing. However, if the state prevails, Michigan taxpayers will benefit regardless of the amount awarded by this Court for reasonable fees and expenses. Therefore, absent any possibility of an increase in taxes as a result of the fee agreement, Defendants cannot establish standing to assert the challenges raised in the Motion to Disqualify.

### II

#### THE ATTORNEY GENERAL HAS CONSTITUTIONAL AND STATUTORY AUTHORITY TO HIRE SPECIAL ASSISTANTS.

The United States Constitution grants limited authority to the federal government which can only exercise powers and duties expressly delegated to it. Conversely, state constitutions,<sup>4</sup> serve as limitations on the otherwise plenary power of the state's government. *Woodland v. Michigan Citizens Lobby*, 423 Mich. 188; 378 N.W.2d 337 (1985). The Attorney General is the chief legal officer of Michigan who holds the office pursuant to the constitution. The Attorney General is the sole and proper legal representative of the State and its officers. *Humphrey v. Kleinhardt*, 157 F.D.R. 404 (W.D. Mich. 1994). The Attorney General of Michigan is vested with a wide range of powers derived from the state's constitution, statutory law, and common law. *Michigan Beer & Wine Wholesalers Assoc. V. Attorney General*, 142 Mich. App. 294; 370 N.W.2d 328 91984). Undeniably, the Attorney General's powers give him the authority "to act on behalf of the people of the State of Michigan in any cause or matter and such authority is liberally construed." *Humphrey*, 157 F.D.R. at 405. Accordingly, the Attorney General of Michigan has the power to enter into the present fee agreement unless the constitution contains express limitations; it does

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<sup>4</sup> A state may choose to limit the authority of its government solely to powers expressly prescribed in that state's constitution or statutes. See *State v. Burning Tree Club*, 301 Md. 32 91984).

not.

Defendants admit that the Attorney General has the constitutional and statutory power to hire special assistants. Nonetheless, lacking standing to complain, Defendants are attempting to engage this Court in their effort to obstruct the Attorney General from performing his constitutional duty to represent the State through the use of special assistants. Without and express restrictions for support, Defendants have been forced to manipulated the law to create restrictions on the Attorney General's power to employ Special Assistant Attorneys General.

### III.

#### **NO STATUTORY AUTHORITY PROHIBITS THE ATTORNEY GENERAL'S PRESENT FEE ARRANGEMENT WITH THE SPECIAL ASSISTANT ATTORNEYS GENERAL**

Under M.C.L. 14.28-14.134, M.S.A. 3.181-3.234, the Attorney General has the authority and power to appear for the people of Michigan and to represent the State's interests. Additionally, the Attorney General has the power to appoint Special Assistant Attorneys General when he considers it necessary to carry out the duties of his office. *Sprick v. Regents*, 43 Mich. App. 178; 204 N.W.2d 62 (1972).

M.C.L. 14.35; M.S.A. 3.188. M.C.L. 14.35; M.S.A. 3.188 provides that:

The attorney general shall receive an annual salary as shall be provided by law, and his actual necessary expenses. In addition to a deputy provided by law, the attorney general may appoint such assistant attorneys general as he may deem necessary,...

While this provision places limits on the payment of the Attorney General to his annual salary, it places no limitations on the payment of the Special Assistant Attorneys General. There is no requirement that Special Assistant Attorneys General be paid by the Attorney General. *Sprick*, 43 Mich. App. At 184; 204 N.W.2d at 65. Moreover, by granting the Attorney General the authority to hire assistants as "he may deem necessary," this provision provides great discretion to the Attorney General as it relates to all aspects of appointment of Special Assistant Attorneys General, including the manner of compensation. Additionally, there is no statutory restriction applicable to the present circumstances regarding the manner by which Special Assistant Attorneys General can be compensated.

Despite the absence of any express statutory restriction on the Attorney General's discretion to determine a method of payment, Defendants claim that awarding the Special Assistant Attorneys General reasonable fees and expenses out of the proceeds of money recovered through civil litigation is prohibited by M.C.L. 18.1441; M.S.A. 3.516(441) and M.C.L. 14.33; M.S.A. 3.186.

M.C.L. 18.1441; M.S.A. 3.516(441) provides:

(1) The receipts of the state government, from whatever source derived, shall be deposited pursuant to directives issued by the state treasurer and credited to the proper fund. The director shall issue directives to implement this section relative to the accounting of receipts.

(2) Subsection (1) does not apply to a state agency within the legislative branch of state government. A state agency within the legislative branch of state government may receive and expend amounts in addition to those authorized in a budget act.

The Defendants' reliance on this provision is based on Defendants' flawed premise that all proceeds recovered through the present litigation would be received by the State for deposit. However, pursuant to the Memorandum of Understanding, upon the successful recovery of damages the Attorney General will petition this Court for an award in favor of the Special Assistant Attorneys General for reasonable fees and expenses for their services. The portion of the recovered damages used to pay the Special Assistant Attorneys General are not "receipts of the state government," but will go directly to the Special Assistants. Only the net proceeds remaining after payment of the Special Assistants will be "receipts of the state government" to be deposited pursuant to the state treasurer's directives.

M.C.L. 14.33; M.S.A. 3.186 provides:

All monies received by the attorney general, for debts due, or penalties forfeited to the people of this state, shall be paid by him, immediately after the receipt thereof, into the treasury.

Defendants' reliance on this provision for limiting the Attorney General's discretion in paying Special Assistant Attorneys General is also misplaced. First,

like M.C.L. 18.1441; M.S.A. 3.156(441), this provision requires the Attorney General to deposit only funds actually "received" into the treasury. The amount to be "received" by the Attorney General cannot be determined until this Court awards reasonable attorneys fees and costs associated with any recovery. Thereafter, the balance will be "received" by the Attorney General for deposit in the treasury. Unless and until there is a successful recovery in this matter, the State only has an interest in a cause of action; at this time, there is nothing to receive or deposit. If the Defendants' argument is followed, it would require depositing in the treasury any amount recovered in any cause of action in which the State has any interest regardless of who receives the amount or who is entitled to the proceeds.

Second, this provision only applies to "debts due" the State or "penalties forfeited to the people of this state." It does not apply to money recovered through civil litigation. A "debt due" arises from an existing obligation or agreement to pay a liquidated amount either in the present or in the future. *Black's Law Dictionary* (A "debt" is "[a] sum of money due by certain and express agreement...It is a fixed and certain obligation to pay money or some other valuable thing or things, either in the present or in the future...."); *What Is An Action For "Debt" Within The Attachment Or Garnishment Statute?*, 12 A.L.R.2d 787 (1995) (At common law the action for debt lies for the recovery of a certain or definite sum of money. This has not always meant a particular, fixed sum, but such a sum as can be ascertained from fixed data by computation, or which is capable of being reduced readily to a certainty.") The Defendants have not agreed to pay the State any amount now or in the future. Additionally, the recovery sought by the State in this civil penalties, damages, attorneys fees, costs, compensation, and restitution cannot seriously be classified as anything but unliquidated. Moreover, the Defendants will not "forfeit" any "penalty" to the people of this state. Rather, any penalty recovered will be the result of a judgment or settlement, not a forfeiture. Since the present civil action will not result in the Attorney General receiving funds for "debts due" or "penalties forfeited," M.C.L. 14.33; M.S.A. 3.186 is inapposite to the present case.

#### IV.

#### **NO CONSTITUTIONAL PROVISION PROHIBITS THE ATTORNEY GENERAL'S FEE AGREEMENT WITH THE SPECIAL ASSISTANT ATTORNEY'S GENERAL.**

Contrary to Defendants' argument, the payment of Special Assistant Attorneys General out of

the proceeds recovered in civil litigation is not an unconstitutional expenditure of State funds without a lawful appropriation. The payment of reasonable attorneys fees and expenses is a necessary predicate to pursuing litigation against the powerful and wealthy Tobacco Industry Defendants and obtaining any recovery.

Pursuant to the Memorandum of Understanding, upon the successful recovery of damages, the Attorney General will petition this Court for reasonable fees and expenses. It is clear that, under the agreement, any proceeds recovered through civil litigation must be reduced by reasonable fees earned by the Special Assistant Attorneys General and expenses prior to calculating the amounts to which the State is entitled. Accordingly, the only funds deposited in the state treasury will be the money that this Court determines that the State is entitled to receive. The attorneys fees and expenses to be paid to the Special Assistant Attorneys General will not be paid into the state treasury, but upon award, will be paid directly to the Special Assistants. Therefore, "[n]o money shall be paid out of the state treasury," in violation of Const. 1963, art. 9, section 17.

This reasoning is in line with other jurisdictions addressing this issue under comparable constitutional provisions. For example, in *Philip Morris, Inc. v. Glendening*, No. CG 2829 (Md. Cir. Talbot Co. Aug. 4, 1996) (Exhibit 1), in similar tobacco litigation, the Tobacco Industry Defendants argued that any money recovered would be public funds requiring immediate deposit in the state treasury. The Maryland trial judge ruled that an agreement to pay Special Assistants with funds recovered in civil litigation did not violate the Maryland constitutional provision relating to withdrawal of state funds from the treasury under Md. Code Ann., Const. Art. III, section 3 which provides that "[n]o money shall be drawn from the Treasury of the State, by any order or resolution, except in accordance with an appropriation by Law." The court noted that an appropriation constitutes an authorization to withdraw public funds from the state treasury. According to the court, the potential "public funds" referred to by the Tobacco Industry were not "public funds;" rather, at the time, the money was owned by the Tobacco Industry. The court observed that the Tobacco Industry defendants "seemingly would have the legislature appropriate in advance [their] own monies in order to pay" the Special Assistants. The court declined to qualify this as an appropriation and was "skeptical of the notion that the General Assembly [could] appropriate in advance funds the state has yet to , and may never, acquire." Additionally, the court was not persuaded that any proceeds recovered would be "transmuted (sic)

immediately into public funds and thus would need to be deposited in full in the treasury."

Similarly, in *Minnesota v. Philip Morris*, No. C1-9498565 (Dist. Ct. Ramsey Co. Minn. 1994) (Exhibit 2), the Tobacco Industry defendants filed a motion to disqualify special assistants as counsel for the Minnesota Attorney General arguing that the Attorney General's payment of special assistants with proceeds recovered from civil litigation was constitutionally forbidden<sup>5</sup> under Minnesota Const., Art. Const., art. XI, section 1 which, like the relevant Michigan provision, provides that "[n]o money shall be paid out of the treasury of this state except in pursuance of an appropriation by law." In rejecting this argument, as well as the defendants' other arguments, the trial judge concluded that the defendants failed to cite any law prohibiting the Attorney General from entering the fee agreement with the Special Assistants. The defendants' motion to disqualify was denied.

In *Ieyoub v. W.R. Grace & Co.*, 95-3722 (La. 14<sup>th</sup> J.D.C. Dec. 31, 1996) (Exhibit 3), the defendants in an asbestos abatement suit argued that the Attorney General was constitutionally prohibited from paying Special Assistants from proceeds recovered in civil litigation by La. Const. Art. VII, section 9, which provides that "[a]ll money received by the state or by any state board, agency or commission shall be deposited immediately upon receipt in the state treasury...." The trial judge held that the fee agreement was not unconstitutional reasoning that this provision only required the deposit of money "received." According to the trial judge, the Constitution does not require depositing money that is constructively received or otherwise subject to prereceipt contingencies. Therefore, the trial judge granted the Louisiana Attorney General's Motion for Declaratory Judgment declaring that the fee agreement was not constitutionally prohibited.

In support of their argument that the fee agreement is unconstitutional, Defendants rely in part on the holding in *Meredith v. Ieyoub*, 672 So. 2d 375 (1996), however, defendants fail to fully explain the court's reasoning. In *Meredith*, members of the oil and gas industry challenged the Louisiana Attorney General's authority to enter a contingency fee contract with private attorneys to enforce the State's environmental laws claiming that the contract contravened La. Const. Art. VII, section 9 (quoted above) and La. R.s. 30:2205. The court pretermitted addressing whether the fee agreement was

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<sup>5</sup> The Tobacco Industry defendants also argued that the payment was statutorily prohibited.

constitutionally prohibited because of the specific language contained in La. R.S. 30:2205 classifying funds paid by environmental violators as public funds all of which must be deposited in the state treasury. Michigan has no such statute specifically defining recovery from the Tobacco Industry as public funds.

Not surprisingly, Defendants place great emphasis on *West Virginia v. American Tobacco, Co.*, No. 94-C-1707 (cir. Ct. Kanawha Co. W. Va. Nov. 29, 1995) where, in similar tobacco litigation, the trial judge found that a contingency fee contract with private counsel violated, among other provisions, Article X, section 3 of the Constitution of West Virginia which provides that "[n]o money shall be drawn from the treasury but in pursuance of an appropriation made by law, and on a warrant issue thereon by the auditor, nor shall any money or fund be taken for any other purpose than that for which it was has been or may be appropriated, or provided...." Remarkably, in the present case, Defendants contend that the constitutional and statutory provisions of West Virginia are "virtually identical" to those of Michigan. At the very least, this contention is misleading. In West Virginia, statutory law expressly provides that Special Assistants can only be compensated for their services from funds "appropriated by the Legislature for personal services." W. Va Code section 5-3-3. Michigan has no statutory provision regulating, much less expressly prohibiting, the payment of Special Assistant Attorneys General. Thus, the West Virginia court's ruling offers no guidance to resolve the issue before this Court.

In sum, the fee agreement between the Attorney General and the Special Assistant Attorneys General is constitutionally and statutorily permissible. The Defendants' constitutional and statutory challenges to the Attorney General's power to enter the fee agreement are simply a continuation of the Tobacco Industry's litigation strategy which is focused on avoiding a trial on the merits.

## V.

### **THERE IS NO BASIS FOR FINDING THE FEE AGREEMENT IMPERMISSIBLE.**

The Tobacco Industry Defendants' remaining objections are just as spurious and disingenuous. First, the Defendants contend that there is a possibility that the State may have to reimburse the Special Assistant Attorneys General for costs and expenses and that this possibility of an obligation to repay should be characterized as a "loan" by the State in contravention of the constitutional prohibition against the State borrowing money. The payment of court

costs and expenses is certainly nothing new to the Attorney General's office and is a lawful allocation of the office's existing resources. Moreover, advancing costs for litigation is a common litigation practice which is sanctioned by the Michigan Rules of Professional Conduct, Rule 1.8(e)(1).<sup>6</sup> In advancing any costs which may be ultimately due and payable by the Attorney General, the Special Assistant Attorneys General have merely acted as agents fronting necessary funds. Such a transaction can hardly be characterized as a "loan" any more than common defense firm practices such as monthly billing. Certainly, the Tobacco Industry Defendants and their attorneys do not contemplate that money has been "borrowed" or a "loan" has been made every time defense counsel pays for a hotel room or a dinner in connection with this litigation and then waits to be reimbursed upon submission of a bill or expense report. Defendants' contention is meritless.

Next, the Tobacco Industry Defendants argue that the fee agreement violates their right to due process by creating in the attorneys representing the State a financial interest in the outcome of the litigation which, ultimately, will deprive Defendants of the fair administration of justice. To support this argument, Defendants rely heavily on decisions involving criminal cases controlled by prosecutors having personal or financial interests in the outcome of the prosecution; specifically, *People v. Doyle*, 159 Mich. App. 632; 406 N.W. 2d 893 (1987); *Berge v. U.S.*, 295 U.S. 78 (1935); and *Young v. U.S.*, 481 U.S. 787 (1987). Here, under the Memorandum Agreement, the Attorney General retains control over all aspects of the litigation. Neither Attorney General Frank J. Kelley nor the Assistant Attorneys General who are Liaison Counsel pursuant to Stipulated Pre-Trial Order No. 1 (November 26, 1996) have any personal or financial interest in the outcome of this litigation. Moreover, in civil litigation, unlike the criminal cases relied on by Defendants, liberty interests are not at stake. Therefore, this civil suit does not warrant the imposition of stringent restrictions on personal or financial interests.

The sole case cited by Defendants where a court disqualified a private attorney from representing the government in a civil matter because of a financial

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<sup>6</sup> Rule 1.8(e)(1) provides:

A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that (1) a lawyer may advance court costs and expenses of litigation, the repayment of which shall ultimately be the responsibility of the client...(emphasis added.)

interest resulting from a contingent fee is *Clancy v. Superior Court*, 39 Cal. 3d 740; 705 P.2d 347; 218 Cal. Rptr. 24 91985), *cert. denied*, 475 U.S. 1121 (1986).<sup>7</sup> In *Clancy*, the private attorney was hired to abate the public nuisance caused by an adult bookstore. The court found that the abatement action, under the circumstances, was analogous to a criminal proceeding warranting the prohibition of a financial interest in the outcome. Thus, although the court held that the financial interest resulting from the contingent fee was improper "under the circumstances," the court carefully noted that:

Nothing we say herein should be construed as preventing the government, under appropriate circumstances, from engaging private counsel. Certainly, there are cases in which a government may hire an attorney on a contingent fee to try a civil case.

Contrary to Defendants' argument, *Clancy* offers no support to Defendants' denial of due process claim and, in fact, supports a finding that Defendants' due process right are not jeopardized by the fee agreement.

## CONCLUSION

In sum, the State of Michigan through Attorney General Frank J. Kelley is pursuing justice by seeking to recover for the losses occasioned by the Defendants' egregious conduct. By exercising the discretion and authority vested in his office by the constitution, statutes, and common law, the Attorney General has chosen the most cost efficient and effective manner for proceeding against the Tobacco Industry. Now, the same industry that caused the damage is using this Motion to attempt to deprive the State of Michigan of its day in court, a day the Tobacco Industry is strategically seeking to

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<sup>7</sup> Defendants also cite *Freeport McMoran Oil & Gas Co. V. FERC*, 962 F.2d 45 (C.A. D.C. 1992), for the principle that an attorney representing the government in a civil matter must prosecute not only vigorously, but impartially. In *Freeport McMoran*, the attorneys representing the Federal Regulatory Commission failed to avoid needless litigation which was moot by the time the matter was before the court. The FERC attorneys asserted at oral argument that there was no ethical duty to take obvious steps to avoid the unnecessary litigation. The court disagreed stating that a government lawyer in a civil action is held to higher standards than private lawyers. In the present case, under the Memorandum of Understanding, the Attorney General, who has no financial interest in this matter, retains authority over this litigation. There is no basis for questioning the Attorney General's ability to maintain his customary high standard of ethical conduct.

permanently avoid. The Attorney General respectfully requests that this court not sanction such a strategy.

For the foregoing reasons, the Attorney General respectfully requests that the Court deny "Defendants' Motion to Disqualify The Attorney General's Unlawfully Retained Contingent Fee Counsel."

Respectfully submitted,

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