

1 **KRISTIN K. MAYES**  
 2 **ATTORNEY GENERAL**  
 3 (Firm State Bar No. 14000)  
 4 Vince Rabago (Bar No. 015522)  
 5 Nathan E. Whelihan (Bar No. 037560)  
 6 Alyse Meislik (Bar No. 024052)  
 7 Assistant Attorneys General  
 8 Office of the Attorney General  
 9 2005 North Central Avenue  
 10 Phoenix, AZ 85004-1592  
 11 Telephone: (602) 542-7748  
 12 Facsimile: (602) 542-4377  
 13 Email: [consumer@azag.gov](mailto:consumer@azag.gov)  
 14 *Attorneys for the State of Arizona*

11  
 12 **SUPERIOR COURT OF ARIZONA**  
 13 **IN MARICOPA COUNTY**

14 STATE OF ARIZONA, *ex rel.* KRISTIN K.  
 15 MAYES, Attorney General,  
 16  
 17 Plaintiff,  
 18  
 19 v.  
 20 COX ENTERPRISES, INC.; COX  
 21 COMMUNICATIONS INC.; COXCOM,  
 22 LLC; COX COMMUNICATIONS  
 23 ARIZONA, LLC; COX ARIZONA TELCOM,  
 24 L.L.C.  
 25  
 26 Defendants.

Case No.: CV2023-019752

**CONSENT DECREE**

(Assigned to the Hon. Brian Palmer)

24 The State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General (the “State”), filed a  
 25 Complaint alleging violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534  
 26 (the “CFA”), and Cox Enterprises, Inc., Cox Communications Inc., CoxCom, LLC, Cox  
 27 Communications Arizona, LLC, and Cox Arizona Telcom, L.L.C. (collectively, “Cox” or  
 28 “Defendants”) have waived service of the Complaint, have been advised of the right to a trial in

1 this matter, and have waived the same. Defendants admit the jurisdiction of this Court over the  
2 subject matter and parties, stipulate that this Court may enter the following Factual Allegations,  
3 Legal Allegations, and Consent Decree, and acknowledge that this Court will retain jurisdiction  
4 solely for the purpose of enforcing this Consent Decree.

5 The parties enter into this Consent Decree without trial or adjudication of any issue of fact  
6 or law and without admission or finding of any violations of any law. Cox neither admits nor  
7 denies the Factual Allegations below nor any of the allegations in the State's Complaint. Cox,  
8 not out of any admission of liability, wrongdoing or violation, has consented and stipulated to  
9 entry of this Consent Decree to compromise an investigation by the Arizona Attorney General's  
10 Office. This Consent Decree is entered into solely for the purposes of settlement and to avoid  
11 incurring the costs and risks associated with litigation.

#### 12 **PARTIES**

13 1. The State is authorized to bring this action under the CFA.

14 2. Defendant Cox Enterprises, Inc. is a Delaware corporation incorporated on  
15 December 13, 1968 with its principal place of business at 6205 Peachtree Dunwoody Rd.,  
16 Atlanta, GA 30328

17 3. Defendant Cox Communications, Inc., a wholly owned subsidiary of Cox  
18 Enterprises, Inc., is a Delaware corporation that incorporated on May 19, 1994, with its principal  
19 place of business at 6205 Peachtree Dunwoody Rd., Atlanta, GA 30328.

20 4. Defendant CoxCom, LLC, a wholly owned subsidiary of Cox Communications,  
21 Inc., is a Delaware limited liability company that incorporated on July 15, 1995, with its principal  
22 place of business at 6205 Peachtree Dunwoody Rd., Atlanta, GA 30328.

23 5. Defendant Cox Communications Arizona, LLC, a wholly owned subsidiary of  
24 CoxCom, LLC, is a Delaware limited liability company incorporated on August 12, 2011.

25 6. Defendant Cox Arizona Telcom, L.L.C., a wholly owned subsidiary of Cox  
26 Communications Arizona, LLC, is a Delaware limited liability company that incorporated on  
27 June 5, 1997.

28 7. Defendants caused events to occur in Arizona out of which the claims which are

1 the subject of the Complaint arose.

2 8. This Court has jurisdiction over the Complaint and the parties necessary for the  
3 Court to enter this Consent Decree and any orders hereafter appropriate pursuant to A.R.S. § 44-  
4 1528 and this Consent Decree.

5 9. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

6 **FACTUAL ALLEGATIONS**

7 The State alleges that Defendants engaged in the following conduct:

8 10. Cox and its predecessor entities have offered cable television services to Arizonans  
9 since at least 1994.

10 11. As part of Cox's cable television service, Cox retransmits the live broadcasts of  
11 certain local broadcast stations. Although these stations' broadcasts are available at no cost to  
12 the public via over-the-air transmission, federal law prohibits a cable television provider from  
13 retransmitting such broadcasts without the consent of the originating station. To obtain the  
14 "retransmission consent", Cox negotiates agreements with the originating stations, which may  
15 require Cox to pay money and other consideration in exchange for the right to retransmit the  
16 broadcasts to Cox customers.

17 12. Since at least 1994, Cox has continuously offered cable television packages in  
18 Arizona featuring one or more Regional Sports Networks ("RSNs"), including a network owned  
19 by Cox that formerly operated as an RSN, known at times as the "Arizona Sports Programming  
20 Network" and "Cox Sports," among other names. Other RSNs not owned by Cox have included  
21 Fox Sports Arizona, Bally Sports, and Pac-12 Network, among others. RSNs often have  
22 exclusive rights to regional sports content.

23 13. In order to provide the sports content owned by an RSN, Cox must have the consent  
24 of the RSN. To obtain consent, Cox negotiates agreements with the RSNs, which require Cox to  
25 pay money and other consideration in exchange for the right to provide the RSN's sports content  
26 to Cox customers.

27 14. In January 2015, Cox began charging its Arizona cable television customers a  
28 \$4.00 per-month "Broadcast Surcharge Fee" ("BSF") in connection with its provision of local

1 broadcast stations. Between January of 2017 and November of 2022, Cox increased the per-  
2 month BSF charge in January of each year as well as in November of 2022, for a total of seven  
3 increases. As of October 2023, the BSF charge is \$22.00 per-month. The BSF reflects a portion  
4 of, but neither fully covers nor exceeds, the amounts that Cox pays to retransmit the live content  
5 of the local broadcast stations.

6 15. In January 2017, Cox began charging its Arizona cable television customers with  
7 cable packages that included one or more RSNs a \$6.00 per-month “Regional Sports Surcharge”  
8 (“RSS”) in connection with the provision of those networks. Between January of 2019 to  
9 November of 2022, Cox increased the per-month RSS charge in January of each year and in  
10 November of 2022, for a total of five increases. As of October 2023, the RSS charge is \$10.00  
11 per-month. The RSS reflects a portion of, but neither fully covers nor exceeds, the amounts that  
12 Cox pays to deliver the RSNs’ sports content to Cox customers.

13 16. Between 2015 and March 2021, Cox advertised pricing for services in Arizona that  
14 regularly excluded the BSF and RSS, and stated that advertised prices excluded “taxes,  
15 surcharges, and other fees.”

16 17. Since at least August 14, 2014, Cox has advertised and offered some combination  
17 of Price Lock Guarantee, Service Agreements, and Term Agreements (collectively “Term  
18 Agreements”) for residential cable television services to Arizonans. Term Agreements function  
19 as contracts between Cox and their Arizona customers that run for 12 or 24-month periods. Prior  
20 to March 23, 2021, Term Agreements for residential cable television services included terms that  
21 allowed Cox to charge an Early Termination Fee if a customer changed or canceled cable service  
22 before the expiration of the term of the agreement, unless certain exceptions applied.

23 18. Between 2015 and March 2021, Cox advertised a “Price Lock Guarantee” and other  
24 promises of fixed pricing for customers who entered into Term Agreements.

25 19. In fact, Cox Term Agreements, including the “Price Lock Guarantee” agreement,  
26 provided a customer with a “Protected Retail Rate,” which required that, during the length of the  
27 agreement, Cox would not charge a customer more than Cox’s published regular month-to-  
28 month, non-promotional retail rate in effect as of the first day of the Term Agreement. The

1 “Protected Retail Rate” is defined in the Term Agreement to exclude taxes, fees, surcharges,  
2 discounts, and promotional pricing.

3 20. Because Term Agreements offered between 2015 and March 2021 (even those  
4 advertised as providing a “Price Lock Guarantee”) did not include fixed overall pricing inclusive  
5 of surcharges, Cox could change the amount of surcharges such as the BSF and RSS, resulting  
6 in a change to the overall amount charged to customers on Term Agreements. The BSF and RSS  
7 typically increased on a yearly basis as described in ¶¶ 14—15.

8 21. Cox and its predecessors have also offered telephone service to customers since  
9 1998.

10 22. As part of Cox’s telephone service, Cox provides interstate and international long-  
11 distance calling.

12 23. In January 2014, Cox began charging its Arizona telephone service customers a  
13 \$1.49 per month “Carrier Cost Recovery Fee” (“CCRF”) in connection with the provision of  
14 customers’ interstate and international long-distance charges. In January 2018, the CCRF  
15 increased to \$1.60 per month and has not increased since January 2018. The CCRF is not  
16 government mandated.

17 24. Between January 2014 and March 2021, Cox advertised pricing for services in  
18 Arizona that regularly excluded the CCRF, and stated that advertised prices excluded “taxes,  
19 surcharges, and other fees.”

### 20 **LEGAL ALLEGATIONS**

21 25. The State alleges that the practices alleged above constitute unlawful practices in  
22 violation of the CFA.

23 26. The State alleges that Defendants were acting willfully, as defined by A.R.S. § 44-  
24 1531(B), while engaging in the acts, practices and conduct described in the preceding paragraphs  
25 of this Consent Decree.

26 27. The State alleges that, pursuant to the CFA, Defendants’ violations entitle the State  
27 to relief necessary to prevent the unlawful acts and practices described in this Consent Decree  
28 and to remedy the consequences of past alleged unlawful practices.

1 **ORDER**

2 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

3 **INJUNCTIVE TERMS**

4 28. The injunctive relief set forth in this Consent Decree is binding upon any of the  
5 following that receive actual notice of this Consent Decree through personal service or otherwise:

6 (a) Defendants and their subsidiaries who offer residential cable television service, or residential  
7 telephone service in Arizona; (b) their officers, agents, servants, employees, and attorneys; and  
8 (c) those persons in active concert or participation with Defendants or any of their officers,  
9 agents, servants, employees, or attorneys. The terms in paragraphs 28-35 shall be in effect for a  
10 period of three years from the effective date of this Consent Decree. Notwithstanding paragraphs  
11 28-35, to the extent any change in controlling federal or state law conflicts with requirements of  
12 these Injunctive Terms, the requirements of federal or state law shall supersede the conflicting  
13 portions of paragraphs 28-35.

14 29. For all future Cox advertisements of its residential cable television or residential  
15 telephone services in Arizona that include advertised monthly or recurring prices, Cox shall  
16 include in the advertised price any Cox-created or Cox-imposed recurring charges, surcharges,  
17 or fees, but may exclude any government-imposed taxes, government-imposed fees, and  
18 passthroughs authorized by statute or regulatory authority. An advertised price need not include  
19 one-time charges, such as charges for installation, or optional charges that are customer-specific,  
20 such as for optional rental equipment, premium channel upgrades, or charges for third-party  
21 services (such as streaming services or pay-per-view programming).

22 30. For all future Cox advertisements of its residential cable television or residential  
23 telephone services in Arizona, Cox shall disclose that such pricing is exclusive of government-  
24 imposed taxes, government-imposed fees, and passthroughs authorized by statute or regulatory  
25 authority to the extent that Cox excludes any or all of the same from its advertised pricing.

26 31. For sales of its residential cable television or residential telephone services, Cox  
27 shall accurately and in a clear and conspicuous manner disclose any and all material terms or  
28 conditions of its offers to Arizona consumers at the time of sale, including, but not limited to, the

1 following, where applicable:

- 2 a. The monthly base price of the service(s) the consumer purchases, including  
3 any recurring monthly Cox-imposed fees or surcharges that the consumer  
4 will be charged in addition to the monthly base price;
- 5 b. The amount of each one-time fee, or fee that Cox will charge only on the  
6 consumer's First Invoice, including, but not limited to, activation and  
7 installation fees and equipment purchases;
- 8 c. Estimated taxes or that the quoted pricing does not include taxes;
- 9 d. The time period(s) for which the quoted price(s) apply;
- 10 e. Any increases to a customer's bill certain to take effect within 30 days of  
11 the time of sale;
- 12 f. Any applicable Early Termination Fee;
- 13 g. If applicable, that the consumer may be charged for failing to return any  
14 leased or rented equipment;
- 15 h. The total recurring monthly cost of the service(s) starting in the month of  
16 service after the First Invoice.

17 32. Cox shall not impose any recurring, monthly pricing increases on residential  
18 customers in Term Agreements for cable television or telephone services if Cox advertised that  
19 the same Term Agreements would provide customers with locked, set, guaranteed, or other  
20 otherwise fixed monthly pricing, except to the extent that those pricing increases are a direct  
21 result of an increase in government-imposed taxes, government-imposed fees, or statutorily  
22 authorized passthroughs, or are the result of the expiration of a temporary promotional discount,  
23 or one-time charges (such as charges for installation, or optional charges that are customer-  
24 specific, such as for optional rental equipment, premium channel upgrades), or charges for third-  
25 party services (such as streaming services or pay-per-view programming).

26 33. Cox shall continue to refrain from charging any new Arizona customers a separate  
27 BSF, RSS, or CCRF surcharge without explicitly disclosing to customers that these additional  
28 fees will increase the ultimate price paid for Cox services.

1 34. To the extent Cox continues to charge customers on grandfathered plans BSF, RSS,  
2 or CCRF surcharges, it shall:

- 3 a. Separate the BSF, RSS, or CCRF surcharges from third-party imposed  
4 taxes, fees, and surcharges on all billing statements;
- 5 b. Circulate a notice to all residential customers on plans still including BSF,  
6 RSS, or CCRF surcharges that notifies these customers of their option to  
7 switch their service to current cable television or telephone packages that do  
8 not include the surcharges.

9 35. Cox shall ensure that its Product and Pricing Guide (a comprehensive listing of its  
10 current prices, including all Cox-created or Cox-imposed television surcharges and fees) is easily  
11 found and accessible to consumers on the Cox Communications, Inc. website, currently  
12 www.cox.com. Specifically, to promote awareness and easy access, Cox will include on billing  
13 statements an easy-to-read link to Product and Pricing Guides (by way of example,  
14 “www.cox.com/pricingguide”).

15 **PAYMENT TERMS**

16 36. Defendants are jointly and severally liable and obligated to pay to the State the  
17 amount of \$10,000,000, to be deposited into the Consumer Protection-Consumer Fraud  
18 Revolving Fund, pursuant to A.R.S. § 44-1531.01, and used for the purposes set forth therein.  
19 No part of any payment shall be designated as a civil penalty, fine, and/or forfeiture. Defendants  
20 shall make the payment within 20 calendar days of the effective date of this Consent Decree,  
21 provided that Cox has received from the State all necessary wire instructions and related  
22 information necessary to transfer the payment.

23 37. Defendants are jointly and severally liable and obligated to offer payments/credits  
24 to Eligible Consumers in the total amount of \$3,042,494 (“Eligible Consumer Payment”). For  
25 purposes of this Consent Decree, “Eligible Consumers” shall be distinct Cox customers who  
26 signed up for Term Agreements between January 2017 and March 2021, and who paid Cox for  
27 BSF and/or RSS surcharges. Cox shall offer pro rata payments to Eligible Consumers.  
28



1           38.     Within 240 days of the approval of this Consent Decree, Cox will distribute the  
2 Eligible Consumer Payment in the manner described in ¶ 39. Cox will include with any payments  
3 or credit offered to Cox customers the following statement: “This payment (or, in the case of a  
4 current customer, a “credit”) is being provided as part of a settlement with the Arizona Attorney  
5 General related to the Broadcast Surcharge Fee and the Regional Sports Surcharge. More  
6 information may be found at [insert link on AG page to Consent Decree].” For existing customers  
7 receiving an account credit, this statement shall be included on the billing statement on which the  
8 credit is applied. For former customers, this statement shall be included in the email or other  
9 written communication in which the payment offer is made to the former customer.

10           39.     Cox will distribute Eligible Consumer Payments as account credits to all customers  
11 who still have active Cox accounts at the time the credit is issued. Cox will make reasonable,  
12 good-faith efforts to locate all Eligible Consumers who do not have active Cox accounts and will  
13 distribute payments to Eligible Consumers without active Cox accounts in the form of electronic  
14 funds transfers.

15           40.     If, after making reasonable, good-faith attempts to offer payments to Eligible  
16 Consumers who do not have active Cox accounts, Cox has not issued payment of all \$3,042,494  
17 of the Eligible Consumer Payment, Cox shall, on or before 300 calendar days of the effective  
18 date of this Consent Decree, provide the State a sworn statement describing the good-faith  
19 attempts made and transfer any unpaid amounts to the State, to be deposited by the Attorney  
20 General’s Office into the Consumer Protection-Consumer Fraud Revolving Fund pursuant to  
21 A.R.S. § 44-1531.02(B), and used for the purposes specified in A.R.S. § 44-1531.01.

22           41.     Cox agrees to provide the State with information, as reasonably requested, to  
23 monitor the distribution of the Eligible Consumer Payment. Within 300 days of the effective  
24 date of this Consent Judgment, Cox will provide data showing the total number of Eligible  
25 Consumers, the total number of Eligible Consumers who received account credits, and the total  
26 number of Eligible Consumers to whom payments were sent via electronic payment. Cox shall  
27 verify under oath all information provided to the State for the purposes of this paragraph.  
28

1 42. The payments to the State required herein must be paid in the form of cashier's  
2 checks or money order made payable to "The State of Arizona," or by wire transfer according to  
3 instructions supplied by the State. Payment must be delivered, or mailed and postmarked, to:

4 Consumer Protection and Advocacy Section  
5 The Office of the Arizona Attorney General  
6 2005 North Central Avenue  
7 Phoenix, Arizona 85004-1592

8 43. Although Defendants have agreed to offer payments to Eligible Consumers as  
9 described in this Consent Decree, Defendants deny that such payments constitute restitution for  
10 any unlawful practice pursuant to A.R.S. § 44-1528(A)(2).

11 **MATERIAL BREACH**

12 44. In the event of a material breach of this Consent Judgment, in addition to all other  
13 remedies available under Arizona law and the penalties specifically provided under A.R.S. § 44-  
14 1532, the State may, in its sole discretion, reopen proceedings and continue with this case as  
15 though this Consent Decree had not been entered, provided that Defendants will be entitled to an  
16 offset for any amount actually paid to the State or to any Eligible Consumer.

17 45. Before initiating any proceeding to enforce this Consent Decree or reopen  
18 proceedings, the State shall provide at least 60 calendar days written notice to Cox to provide it  
19 a reasonable opportunity to cure any alleged breach.

20 **GENERAL PROVISIONS**

21 46. This Consent Decree resolves any and all CFA claims concerning the charging of  
22 Cox-imposed fees for cable television services and telephone service, by the Attorney General's  
23 Office against Defendants or its agents that are known or should have been known to the Attorney  
24 General's Office based on its inquiries into Cox through Civil Investigative Demands dated  
25 March 5, 2021 through the effective date of this Consent Decree. The parties acknowledge by  
26 the execution hereof that this Consent Decree constitutes a complete settlement of the allegations  
27 contained in this Consent Decree, including the allegation that Defendants have not adequately  
28 disclosed in advertisements and other communications with residential customers the existence

1 or amount of Cox-created or Cox-imposed surcharges and fees, and the State agrees not to  
2 institute any civil action against the Defendants or their employees or agents for the alleged  
3 violations of the CFA described herein. Notwithstanding the foregoing, the State may: institute  
4 an action or proceeding to enforce the terms and provisions of this Consent Decree; take action  
5 based on future conduct by Defendants; take action based on past conduct unrelated to the  
6 allegations in this Consent Decree and unknown to the Attorney General's Office as of the date  
7 of the filing of this proposed Consent Decree; and/or institute an action or proceeding to prevent  
8 the discharge of any debt acquired through this Consent Decree. As of the date of the filing of  
9 this proposed Consent Decree, there are no ongoing or pending investigations into Cox or its  
10 agents pursuant to the CFA by the Attorney General's Office related to Cox-imposed fees for  
11 cable television services or telephone services.

12 47. Nothing in this Consent Decree will be construed as an approval by the Attorney  
13 General, the Court, the State of Arizona, or any agency thereof of Defendants' past, present, or  
14 future conduct. Defendants must not represent or imply that the Attorney General, the Court, the  
15 State of Arizona, or any agency thereof has approved or approves of any of Defendants' actions  
16 or any of Defendants' past, present or future business practices.

17 48. This Consent Decree represents the entire agreement between the parties, and there  
18 are no representations, agreements, arrangements, or understandings, oral or written, between the  
19 parties relating to the subject matter of this Consent Decree which are not fully expressed herein  
20 or attached hereto.

21 49. If any portion of this Consent Decree is held invalid by operation of law, the  
22 remaining terms thereof will not be affected and will remain in full force and effect.

23 50. Jurisdiction is retained by this Court for the purpose of entertaining an application  
24 by the State for the enforcement of this Consent Decree.

25 51. This Consent Decree is the result of a compromise between the parties. Only the  
26 State, through its Attorney General, may seek enforcement of this Consent Decree. Nothing  
27 herein is intended to create a private right of action by other parties.

28 52. This Consent Decree does not limit the rights of any private party to pursue any

1 remedies allowed by law.

2 53. The effective date of this Consent Decree is the date that it is entered by the Court.

3 54. This Consent Decree may be executed by the parties in counterparts and be  
4 delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original  
5 counterpart hereof, all of which together will constitute one and the same document.

6 55. As no further matters remain pending, this Consent Decree shall be deemed a final  
7 judgment entered pursuant to Ariz. R. Civ. P. 54(c).

8

9

10 DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

11

12

13

14

---

THE HONORABLE BRIAN PALMER  
JUDGE OF THE SUPERIOR COURT

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **CONSENT TO JUDGMENT**

2 1. Defendants acknowledge that they have waived service of the Summons and  
3 Complaint, have read the Consent Decree, and are aware of their right to a trial in this matter and  
4 have waived the same.

5 2. Defendants admit the jurisdiction of this Court and consent to the entry of the  
6 Consent Decree as a final judgment.

7 3. Defendants state that no promise of any kind or nature whatsoever was made to  
8 induce them to enter into this Consent Decree and declare that they have entered into this Consent  
9 Decree voluntarily.

10 4. This Consent Decree is entered as a result of a compromise between the parties.  
11 Only the State may seek enforcement of this Consent Decree. Nothing herein is intended to create  
12 a private right of action by other parties; however, this Consent Decree does not limit the rights  
13 of any private party to pursue any remedies allowed by law.

14 5. Defendants acknowledge that their acceptance of this Consent Decree is for the  
15 purpose of settling the ongoing investigation and consumer fraud lawsuit filed by the State,  
16 consistent with ¶ 46 of the Consent Decree, and further acknowledge that this Consent Decree  
17 does not preclude any agency or officer of this State or subdivision thereof from instituting other  
18 civil or criminal proceedings as may be appropriate.

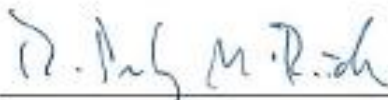
19 6. This Consent Decree may be executed in counterparts and be delivered by facsimile  
20 or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all  
21 of which together will constitute one and the same document.

22 7. Defendants represent and warrant that the person signing below on their behalf is  
23 duly appointed and authorized to do so.

24  
25  
26  
27  
28 ///

1  
2 DATED this 15<sup>th</sup> day of December, 2023.


3 Cox Enterprises, Inc., Cox Communications Inc.  
4 CoxCom, LLC, Cox Communications Arizona, LLC  
5 and Cox Arizona Telcom, L.L.C.,  
6


7  
8 Signature:   
9 Name: RACHEL VERCEY M-BADIOE  
10 Title: EVP & CFO  
11 Date: 12/15/2023  
12

13 **APPROVED AS TO FORM AND CONTENT:**

14 **KRISTIN K. MAYES**  
15 **Attorney General**

**Joseph Roth**  
**Osborn Maledon, P.A.**

16  
17 By:   
18  
19 Nathan E. Whelihan  
20 Vince Rabago  
21 Alyse Meislik  
22 Assistant Attorneys General  
23 Attorneys for the State of Arizona  
24  
25  
26  
27  
28

  
Joseph Roth  
Attorneys for Defendants

# eSignature Page 1 of 1

Filing ID: 17117462 Case Number: CV2023-019752  
Original Filing ID: 17064305

---

Granted as Submitted



/S/ Jay Adleman Date: 1/2/2024  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2023-019752

SIGNATURE DATE: 1/2/2024

E-FILING ID #: 17117462

FILED DATE: 1/3/2024 8:00:00 AM

JOSEPH N ROTH

NATHAN WHELIHAN