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12 **SUPERIOR COURT OF THE STATE OF ARIZONA**
13 **IN AND FOR THE COUNTY OF MARICOPA**

14 ROSE MARIE SCHESKE, an individual,

15 Plaintiff; and

16 STATE OF ARIZONA, *ex rel.* KRISTIN K.
MAYES, Attorney General,

17 Plaintiff-Intervenor,

18 v.

19 THE GOODMAN GROUP MN, LLC (FN), a
20 Minnesota Limited Liability Company; and
21 RIDGES AT PEORIA, LLC, a Minnesota Limited
22 Liability Company,

23 Defendants.

Case No.: CV2022-014439

**MOTION FOR LIMITED PURPOSE
INTERVENTION**

(Assigned to the Hon. Brad Astrowsky)

24
25 Pursuant to A.R.S. § 46-455(M) and Rule 24(a)(1) of the Arizona Rules of Civil
26 Procedure, the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General (the “State”),
27 hereby moves the Court for an order naming the State as an intervenor for the limited purpose of
28 challenging the legality of the arbitration agreement that was the subject of the Court’s ruling

1 filed October 31, 2023. This motion is accompanied by the Attorney General’s certification that
2 this case is of special public importance as required by A.R.S. § 46-455(M) (attached hereto as
3 **Exhibit A**) and a copy of the proposed Complaint-In-Intervention as required by Rule
4 24(c)(1)(B) (attached hereto as **Exhibit B**). This motion is supported by the record in this case
5 and the following memorandum of points and authorities. A proposed form of order is lodged
6 herewith.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 Plaintiff Rose Marie Scheske filed this lawsuit on October 31, 2022, alleging (*inter alia*)
9 elder abuse and elder neglect under the Adult Protective Services Act, A.R.S. § 46-451 *et seq.*
10 Defendants filed a motion asking the Court to dismiss the case and enforce an agreement between
11 Plaintiff and Defendant Ridges at Peoria, LLC (“Arbitration Agreement”).

12 On October 31, 2023, the Court filed a ruling granting in part and denying in part the
13 motion, and ordering all parties (including Defendant The Goodman Group MN, LLC (FN), who
14 did not sign the Arbitration Agreement) to arbitrate all claims. The Court denied the motion to
15 the extent that it sought dismissal of the above-numbered action. The Court also “blue penciled”
16 two provisions of the Arbitration Agreement, striking them on the grounds of substantive
17 unconscionability.

18 For the reasons set forth in the proposed Complaint-In-Intervention, the State believes that
19 the Arbitration Agreement violates Arizona law and policy because it seeks to force claims of
20 vulnerable adult abuse into secret proceedings, thereby eliminating the important role of the
21 Attorney General under the Adult Protective Services Act. None of the parties to the case raised
22 these issues for the Court’s consideration, which in turn prevented the Court from addressing them
23 in the October 31 ruling.

24 The Attorney General therefore files this intervention motion for the specific purpose of
25 presenting the illegality arguments to the Court and obtaining a Rule 54(b) declaratory judgment
26 as to whether the Arbitration Agreement is void due to illegality. Because the issues raise in this
27 limited purpose intervention are pure questions of law arising from facts already established in
28 this proceeding, no discovery will be necessary to resolve the State’s claims. The State intends to

1 file the proposed Complaint-In-Intervention as soon as the Court authorizes the filing, and then
2 file a motion for summary judgment on the State’s pleading as soon as permitted by the Arizona
3 Rules of Civil Procedure.

4 **ARGUMENT**

5 **I. The Adult Protective Services Act grants the Attorney General the absolute right to**
6 **intervene in this action.**

7 The Adult Protective Services Act establishes a cause of action for any vulnerable adult
8 whose life or health is being or has been endangered or injured by neglect, abuse or exploitation.
9 An affected person may file an action in superior court against any person or enterprise that has
10 been employed to provide care, that has assumed a legal duty to provide care, or that has been
11 appointed by a court to provide care to such vulnerable adult for having caused or allowed such
12 conduct. A.R.S. § 46-455(B).

13 The Arizona Attorney General has the statutory right to bring a civil action for the State
14 on behalf of persons endangered or injured in the manner described above in order to prevent,
15 restrain or remedy the conduct described in A.R.S. § 46-455. *See* A.R.S. § 46-455(E). The
16 Attorney General also has the unconditional statutory right to intervene in a civil case filed by a
17 private plaintiff alleging abuse, neglect, or exploitation of a vulnerable adult “if the attorney
18 general certifies that in his [sic] opinion the action is of special public importance.” A.R.S.
19 § 46-455(M).

20 The Attorney General has certified that the above-numbered action is of special public
21 importance. *See* Exhibit A. Therefore the Attorney General has an absolute right to intervene in
22 this matter, and the only question for decision by the Court is whether this Motion is timely. *See*
23 *Winner Enterprises, Ltd. v. Superior Court in & for Cnty. of Yavapai*, 159 Ariz. 106, 108 (App.
24 1988) (“[W]e find [the intervenor] had an absolute right to intervene. Our inquiry is therefore
25 limited to one question: Was the motion to intervene timely?”)

1 **II. The motion to intervene is timely.**

2 The Attorney General’s Motion to Intervene in this case is timely, as required by A.R.S.
3 § 46-455(M) (“timely application”) and Ariz. R. Civ. P. 24(a) (“timely motion” requirement).

4 “Because an intervenor of right may be seriously harmed if not permitted to intervene, the
5 court should be reluctant to dismiss a request for intervention as untimely.” *Winner Enterprises,*
6 159 Ariz. at 109. Generally, a trial court must assess the timeliness of a motion by considering
7 the stage of the proceedings when the intervention is sought, whether the applicant could have
8 attempted to intervene sooner, and most importantly, whether the delay in moving to intervene
9 will prejudice the existing parties. *State ex rel. Napolitano v. Brown & Williamson Tobacco*
10 *Corp.*, 196 Ariz. 382, 384 ¶ 5 (2000). All three of these elements favor granting intervention in
11 this matter.

12 First, the stage of proceedings is appropriate. The Court has ordered the parties to
13 arbitration, but to the State’s knowledge no arbitrator has yet been selected. Therefore no
14 proceedings will be interrupted if the Court ultimately grants the State’s proposed motion for
15 summary judgment. The parties will be able to continue the dispute in the Superior Court without
16 the need to abandon an ongoing arbitration. Similarly, if the Court denies the State’s proposed
17 motion for summary judgment, arbitration proceedings can be stayed pending appeal.

18 Second, the State could not have intervened sooner in this matter. Although Plaintiff filed
19 the case in October 2022, the Court did not file its ruling compelling the parties to arbitrate until
20 October 31, 2023, a full year later. Moreover, as the State was not a party to this action, it received
21 no automated notice of any filings in the case, and therefore was not aware Defendants had filed
22 a motion to compel arbitration. Once the State became aware that the Court had enforced a
23 contract the State believes to be illegal, the State still needed to review the full briefing to
24 determine what issues were argued to the Court. In addition, the State could not determine where
25 to file for intervention until consultation with Plaintiff’s counsel established whether the Court’s
26 October 31 ruling would be challenged in a special action to the Court of Appeals. The State
27 therefore filed this Motion as soon as it was reasonably possible to do so.
28

1 Finally, no party is prejudiced by intervention. Plaintiff’s counsel has informed the State
2 that it supports intervention and will not object, so the only possible prejudice would be to
3 Defendants. No such prejudice can exist, however, because the question of whether the
4 Arbitration Agreement is legal will remain a live issue until resolved by legal action pursued by
5 the Attorney General. It would be better for all parties, including Defendants, if the legitimacy of
6 the arbitration proceeding is established *before* the parties invest significant time and resources
7 into an arbitration that may ultimately be discarded as moot. Reaching a final resolution on the
8 legality question sooner rather than later will benefit the parties, not prejudice them.

9 For these reasons, the State’s Motion is timely and should be granted.

10 **CONCLUSION**

11 The State has an absolute right to intervene in this matter, and its Motion to the Court is
12 timely under the circumstances. The State therefore respectfully requests that the Court grant the
13 Motion and order the State to file its pleading in intervention pursuant to Rule 24 of the Arizona
14 Rules of Civil Procedure. A proposed form of order is lodged with this Motion.

15
16 DATED this 15th day of December, 2023.

17 **KRISTIN K. MAYES**
18 ATTORNEY GENERAL

19
20 By: /s/ Shane M. Ham
21 Shane M. Ham
22 *Attorneys for Plaintiff State of Arizona*
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1
2 **CERTIFICATE OF SERVICE**

3 Document electronically transmitted
4 to the Clerk of the Court for filing using
5 *AZTurboCourt* this 15th day of December, 2023.

6 **COPY** of the foregoing served via *AZTurboCourt*
7 and courtesy copy e-mailed this 15th day of December, 2023 to:

8 RICHARDS & MOSKOWITZ PLC
9 William A. Richards
10 1850 N. Central Avenue, Suite 2010
11 Phoenix, Arizona 85004
12 BRichards@RMazlaw.com
13 *Attorney for Plaintiff Rose Marie Scheske*

14 JONES, SKELTON & HOCHULI, P.L.C.
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29 /s/ Shane M. Ham

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23 Defendants.

Case No.: CV2022-014439

**CERTIFICATION OF SPECIAL
PUBLIC IMPORTANCE**

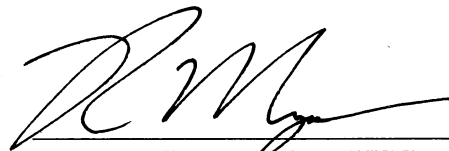
24
25 WHEREAS the above-numbered action involves allegations of abuse and neglect of a
26 vulnerable adult pursuant to the Adult Protective Services Act; and

27 WHEREAS the Court in the above-numbered action has ordered the parties to engage in
28 arbitration pursuant to an arbitration agreement that violates Arizona law and public policy; and

1 WHEREAS the Adult Protective Services Act gives the Attorney General the absolute right
2 to intervene in cases alleging violations of the Act;

3 I HEREBY CERTIFY that the above-numbered action is of special public importance to
4 the citizens of Arizona, and I direct the Office of the Attorney General to seek the Court's leave
5 to intervene in the action and present to the Court all relevant materials and arguments relating to
6 the illegality of the arbitration agreement at issue.

7
8 DATED this 14th of December, 2023.



KRISTIN K. MAYES
ATTORNEY GENERAL

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23 Defendants.

Case No.: CV2022-014439

COMPLAINT-IN-INTERVENTION

(Declaratory Judgment)

(Assigned to the Hon. Brad Astrowsky)

24
25 Plaintiff, State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General (the “State”),
26 alleges the following for its Complaint-in-Intervention (the “Complaint”) against The Goodman
27 Group MN, LLC (FN) and Ridges at Peoria, LLC (“Defendants”).
28

1 **INTRODUCTION**

2 1. Plaintiff Rose Marie Scheske was a resident at the Senita Ridge Memory Care
3 facility, where she alleges she was abused and neglected by the actions and omissions of staff at
4 the facility. The abuse and neglect allegations include administering overdoses of certain
5 medications while failing to administer others, failure to provide a suitable diet, and failure to
6 maintain a safe environment. Mrs. Scheske filed this lawsuit seeking compensation for the
7 injuries she suffered while at Senita Ridge.

8 2. When Mrs. Scheske was admitted to Senita Ridge, her daughter executed numerous
9 documents, including an Arbitration Agreement between Defendant Ridges at Peoria, LLC and
10 Mrs. Scheske. After being served with this lawsuit, both Defendants moved the Court to enforce
11 the Arbitration Agreement, even though one of the Defendants was not a party to that Agreement.

12 3. Plaintiff opposed the motion on several grounds, including that Arbitration
13 Agreement was unconscionable and therefore unenforceable.

14 4. After full briefing, on October 31, 2023 the Court ruled that the Arbitration
15 Agreement contained two substantively unconscionable provisions. However, rather than holding
16 the Arbitration Agreement to be unenforceable, the Court instead excised two provisions, one
17 limiting Plaintiff's non-economic damages to \$500,000 and one requiring each party to bear their
18 own costs and fees.

19 5. Although none of the parties raised the issue, the Arbitration Agreement violates the
20 Adult Protective Services Act ("APSA") because it contains a confidentiality clause and other
21 provisions that seek to strip the Attorney General of her statutory role in protecting vulnerable
22 adults. This statutory role includes monitoring all privately filed APSA cases and logging the
23 outcome in a registry, and intervening in cases the Attorney General deems to be of special public
24 importance.

25 6. The Attorney General seeks to intervene in this case for the limited purpose of
26 seeking a declaratory judgment that the Arbitration Agreement is void and unenforceable due to
27 substantive unconscionability, illegality, and contravention of public policy.
28

1 **JURISDICTION AND VENUE**

2 7. The State brings this action pursuant to APSA, Arizona Revised Statutes (“A.R.S.”)
3 §§ 46-451 to -474, and the Uniform Declaratory Judgments Act, A.R.S. §§ 12-1831 to -1846 to
4 obtain declaratory relief from an order of this Court commanding the parties to engage in a
5 confidential arbitration in violation of APSA.

6 8. This Court has subject-matter jurisdiction pursuant to A.R.S. § 12-123.

7 9. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

8 10. The State is not barred by any statute of limitations in bringing its claims pursuant
9 to A.R.S. § 12-510.

10 **PARTIES**

11 11. Plaintiff-Intervenor is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney
12 General of Arizona, who is authorized to bring this action pursuant to the Adult Protective
13 Services Act.

14 12. Plaintiff Rose Marie Scheske is an Arizona resident and vulnerable adult who
15 alleges multiple causes of action against Defendants.

16 13. Defendant The Goodman Group MN, LLC (FN) (“Goodman Group”) is a
17 Minnesota limited liability company registered to do business in Arizona under the above-
18 captioned name. The entity was formed in the state of Minnesota under the name “The Goodman
19 Group, LLC.”

20 14. Defendant Ridges at Peoria, LLC (“Ridges at Peoria”) is a Minnesota limited
21 liability company registered to do business and at all relevant times doing business in the State of
22 Arizona.

23 **PLAINTIFF’S LAWSUIT AND DEFENDANTS’ RESPONSE**

24 15. Plaintiff was admitted to the Senita Ridge facility on or about June 17, 2021. The
25 admission paperwork was executed by her daughter, Tina McLees, who characterized herself as
26 power of attorney for her mother.

27 16. As a result of the treatment Plaintiff received while a resident at Senita Ridge, she
28 filed this lawsuit on or about October 31, 2022. The Complaint made numerous direct references

1 to APSA, including alleging that Plaintiff was a vulnerable adult within the meaning of the statute.

2 17. On or about November 28, 2022 Defendants filed a “Motion to Dismiss/Motion to
3 Enforce Arbitration Agreement.” In their motion, Defendants did not inform the Court that
4 Defendant Goodman Group is not a party to the Arbitration Agreement and does not fall into the
5 categories of “successors” or “assigns” of Defendant Ridges at Peoria. The motion did not state
6 any basis whatsoever for Defendant Goodman Group to enforce an agreement to which it was not
7 a party.

8 18. In the motion, Defendants asserted that they were “hereby initiat[ing] binding
9 arbitration of all of Plaintiff’s claims.” This purported initiation included Goodman Group, even
10 though the Arbitration Agreement states that an arbitration may only be initiated by “[e]ither party
11 to this Agreement.” Goodman Group is not a party to the Arbitration Agreement and therefore
12 has no legal standing to initiate an arbitration.

13 19. The Arbitration Agreement does not allow for initiation of arbitration by adding a
14 sentence to a motion to dismiss a lawsuit. Rather, the Arbitration Agreement requires initiation
15 of an arbitration by a party to the Agreement “by delivering a written demand for arbitration to
16 the other party at such party’s last known address.” Defendants delivered their demand to the
17 Clerk of the Court, not the Plaintiff’s last known address.

18 20. The Arbitration Agreement specifically requires any arbitration demand include a
19 statement of the name of the initiating party and a statement of the relief sought by the initiating
20 party.

21 21. The purported initiation of arbitration in the motion to dismiss did not specify which
22 party was initiating arbitration and did not state the relief sought aside from asking the Court to
23 “compel Plaintiff to abide by the terms of the Agreement.”

24 **ATTORNEY GENERAL’S ROLE UNDER APSA**

25 22. In passing APSA, the Arizona legislature gave an important role to the Attorney
26 General in the statutory scheme in order to best protect all vulnerable adults in the State.

27 23. Among the unique powers granted to the Attorney General by APSA are the
28 absolute right to intervene in any case where the Attorney General certifies that the case is of

1 “special public importance.” A.R.S. § 46-455(M). The Attorney General may also initiate
2 lawsuits “to prevent, restrain or remedy the conduct described in” APSA. A.R.S. § 46-455(E).

3 24. APSA requires any person who files a lawsuit alleging abuse of a vulnerable adult
4 to provide notice and a copy of the complaint to the Attorney General, who in turn is required to
5 notify the appropriate licensing agency. A.R.S. §§ 46-455(J); 46-457(A).

6 25. The statute also requires the Attorney General to maintain a registry of all persons
7 who were found to be responsible for abuse, neglect, or exploitation of a vulnerable adult. A.R.S.
8 § 46-457(D). The registry is to include information about the general nature of the conduct and
9 the final disposition of the legal action. *Id.*

10 26. APSA authorizes many extraordinary remedies for violations of the statute. With
11 respect to an “enterprise” that violates APSA, the remedies include forcing persons with an
12 ownership interest in an enterprise to divest themselves of that interest, as well as ordering the
13 dissolution or reorganization of any enterprise. A.R.S. § 46-455(H). These latter two of these
14 remedies are often referred to colloquially as the “corporate death penalty.”

15 27. The statute contemplates the Attorney General’s role to be distinct from private
16 plaintiffs who file lawsuits alleging abuse, neglect, or exploitation of vulnerable adults. Private
17 lawsuits brought by vulnerable adults or their families are necessarily backward-looking, focused
18 on the specific treatment of one vulnerable adult and seeking compensation for those past actions.
19 Private citizens have little incentive to spend legal fees to seek forward-looking remedies, as the
20 vulnerable adult generally no longer resides at the defendant facilities. The Attorney General is
21 the party with the incentive to “prevent” and “restrain” future harm to vulnerable adults.

22 28. In this regard, the Arizona legislature’s adoption of APSA reflects a strong public
23 policy toward transparency, shining light on the abusive behavior of persons and entities
24 responsible for taking care of vulnerable adults, and allowing families considering long-term care
25 for vulnerable adults to make informed decisions about the facilities where they admit their loved
26 ones.

27 29. The Arizona legislature also structured APSA to give the Attorney General a key
28 role in protecting the public from those whose greed and indifference lead to the harms against

1 vulnerable adults that APSA seeks to prevent.

2 30. Any contractual arrangement that blocks the Attorney General from knowing about
3 legal actions alleging violations of APSA, or blocking the Attorney General's ability to intervene
4 and participate in those actions, is void for illegality and violation of public policy.

5 31. Before intervening, APSA requires the Attorney General to certify that a case is of
6 special public importance. Often the public importance of a case becomes clear only after
7 production of evidence. Any arbitration agreement that requires secrecy blocks the Attorney
8 General's ability to determine the importance of the case, and thereby effectively blocks the
9 intervention power granted by APSA.

10 **DEFENDANTS' EFFORTS TO AVOID APSA**

11 32. The Arbitration Agreement at issue in this action attempts to avoid any involvement
12 by the Attorney General, along with the transparency and significant remedies contemplated by
13 the Arizona legislature in adopting APSA.

14 33. The Arbitration Agreement requires the parties to "maintain confidentiality of the
15 arbitration proceeding in all respects."

16 34. This confidentiality clause directly violates APSA by prohibiting plaintiffs from
17 fulfilling their statutory duty to notify the Attorney General of pending legal action.

18 35. APSA also requires the person who files an action to submit a report on the "final
19 disposition" of the matter within 30 days of the final action being taken. A.R.S. § 46-457(A).
20 The confidentiality clause in the Arbitration Agreement would block a plaintiff from complying
21 with this statutory requirement.

22 36. Maintaining secrecy during the pendency of an arbitration blocks the Attorney
23 General from knowing about the evidence adduced during the course of the proceeding, which
24 prevents the Attorney General from making a determination under APSA that a particular matter
25 is of "special public importance."

26 37. The Arbitration Agreement seeks to avoid all of these statutory requirements by
27 forcing plaintiffs to initiate arbitration and keep the entire proceeding secret "in all respects." This
28 has the effect of blocking the Attorney General's exercise of APSA power, as well as blocking

1 potential future residents from learning about conditions at Senita Ridge.

2 38. The provision in the Arbitration Agreement allowing residents to “file a grievance
3 or complaint . . .with any appropriate government agency” does not mitigate the Agreement’s
4 nullification of APSA. Filing a consumer complaint is not the same thing as notifying the
5 Attorney General of the initiation of legal action. Moreover, it is not enough to tell an agency or
6 the Attorney General that a vulnerable adult has complained about actions or conditions at an
7 assisted living facility. Rather, the statute requires the Attorney General to stay abreast of
8 developments in the case to determine if a case is of special public importance, and to record the
9 final disposition in a registry. Those statutory duties are blocked by the Arbitration Agreement
10 as drafted by one or both Defendants.

11 **OTHER IMPROPER ARBITRATION AGREEMENT PROVISIONS**

12 39. In addition to the facially illegal confidentiality provision, the Arbitration
13 Agreement is permeated with provisions demonstrating, at a minimum, a lack of good faith and
14 fair dealing by the drafter of the Agreement.

15 40. The Arbitration Agreement is only between Plaintiff and Defendant Ridges at
16 Peoria, LLC. However, Defendants argued to the Court that the Agreement covers both
17 Defendants. This puts both the facility itself and the apparent ownership of the facility behind the
18 wall of secrecy in arbitration. Allowing ownership the benefit of arbitration secrecy despite not
19 being party to the Agreement effectively limits the Attorney General’s ability to seek divestment
20 or dissolution remedies under APSA.

21 41. The Arbitration Agreement contains a clause stating that the Agreement applies to
22 the parties as well as the parties’ “successors” and “assigns,” of which Defendant Goodman Group
23 is neither. At the same time, the language in the clause attempts to apply the definition of
24 “successors” to the statutory beneficiaries of a wrongful death claim. Because wrongful death
25 claimants are survivors but not successors under Arizona law, this clause is designed to force
26 surviving family members into arbitration even though they never agreed to arbitrate their claims.

27 42. The Arbitration Agreement grants the power to decide “all discovery and
28 evidentiary disputes” to the arbitrator, who is operating behind a wall of secrecy. This clause

1 blocks the Attorney General from evaluating the evidence produced in the case to determine
2 whether to intervene in the case as contemplated by APSA.

3 43. The Arbitration Agreement is vague and confusing with respect to applicable
4 arbitration law. The Agreement states that it “shall be governed by and interpreted under the
5 Federal Arbitration Act, 9 U.S.C. Sections 1-16.” The Agreement also states that the losing party
6 has no right of appeal “except as may be provided under the Arizona Uniform Arbitration Act”
7 without citing the statutes by number. This is vague, because the Arizona legislature has adopted
8 the Revised Uniform Arbitration Act, A.R.S. §§ 12-3001 to -3029. This vagueness permits
9 Defendants to cherry-pick between three statutory schemes to find the statute that best suits their
10 arguments.

11 44. The Arbitration Agreement expressly states that residents are “giving up and
12 waiving their constitutional right to have any claim decided in a court of law,” thereby blocking
13 residents from filing suit in court. However, the Agreement also expressly states that only a “court
14 having jurisdiction” may find the Agreement unenforceable. This creates a Catch-22 whereby
15 residents are barred from seeking relief in in a court of law, yet only a court of law may declare
16 the Agreement unenforceable. This blocks any resident from asserting that the Arbitration
17 Agreement is unconscionable or illegal unless the resident files a lawsuit in superior court
18 notwithstanding the Agreement and somehow defeats a dismissal motion.

19 45. Taken together with the provisions already found to be unconscionable by the Court,
20 the Arbitration Agreement constitutes a bad faith attempt to force residents to abide by a contract
21 that is intentionally vague, illegal, and unconscionable.

22 **COUNT ONE – DECLARATORY RELIEF**

23 46. All allegations set forth in paragraphs 1-44 are incorporated as if restated herein.

24 47. The State of Arizona, by and through the Attorney General, is a party whose rights
25 and legal relations are affected by the Arbitration Agreement.

26 48. Entry of a declaratory judgment in this action will terminate the controversy
27 between the State and Defendants.

28 49. The State is entitled to a declaratory judgment from the Court stating that the

1 Arbitration Agreement is void and unenforceable on the grounds of illegality, violation of public
2 policy, and unconscionability.

3 **PRAYER FOR RELIEF**

4 WHEREFORE The State of Arizona prays the Court enter judgment as requested by the
5 State declaring as follows:

6 A. The provisions of the Arbitration Agreement previously held to be unconscionable
7 are unconscionable and therefore unenforceable;

8 B. The confidentiality clause in the Arbitration Agreement violates Arizona law and
9 public policy, and therefore is void and unenforceable;

10 C. The entire Arbitration Agreement is permeated with additional provisions that are
11 illegal or unconscionable;

12 D. Taken as a whole, the Arbitration Agreement has the purpose and effect of blocking
13 the Attorney General from carrying out duties mandated by the Adult Protective Services Act to
14 protect vulnerable adults from abuse, neglect, and exploitation;

15 E. Taken as a whole, the Arbitration Agreement violates Arizona law and is contrary
16 to Arizona public policy;

17 F. The Arbitration Agreement is void *ab initio* and therefore unenforceable and
18 without effect;

19 G. There is no just reason for delay and therefore final judgment is entered with respect
20 to the State's claims under Rule 54(b) of the Arizona Rules of Civil Procedure;

21 H. Awarding taxable costs to the State upon application; and

22 I. All such other relief as the Court may find just and equitable.

23 DATED this ____ of _____, 2023.

24 **KRISTIN K. MAYES**
25 ATTORNEY GENERAL

26
27 By: /s/
28 Shane M. Ham
Attorneys for Plaintiff State of Arizona