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MEMORANDUM

TO: File

DATE: December 22, 2025

SUBJECT: Emergency Procurement of Outside Counsel for the Utah State Board of Educators and Employees in *Mandarin Matrix Limited, et al. v. Utah State Board of Education, et al.*, Litigation.

The purpose of this memorandum is to provide the written documentation required by Utah Code § 63G-6a-803 (emergency procurement), and Utah Admin. Code R105-1 and R33-108-401 in the hiring of outside counsel for the Utah State Board of Education (“USBE”) and its employees.

Section 63G-6a-803 allows the Attorney General to authorize an emergency procurement without using a standard procurement process if the procurement is necessary to, among other things: (a) mitigate a negative impact on public health, safety, welfare, or property; or (b) protect the legal interests of a public entity. In making that authorization, the Attorney General is required to: (a) ensure the procurement is made with as much competition as reasonably practicable while protecting the aforementioned interests; and (b) make publicly available within 14 days (i) a written document describing the specific emergency, (ii) the name of the highest ranking government official that approved the emergency procurement, and (iii) each written contract related to the procurement. In addition, R33-108-401 requires written documentation outlining the basis for the emergency and the selection of the procurement item to be kept in the contract file.

Basis for the emergency. Plaintiffs Mandarin Matrix Limited and Mandarin Matrix, Inc. (collectively MMX) have sued USBE its employee, Karl Bowman. The suit was filed in Federal court. MMX brings four causes of action against the defendants including copyright infringement, contributory copyright infringement, tortious interference with prospective economic relations, and civil conspiracy. The lawsuit was served on or about November 25, 2025, and a response is due on or before December 16, 2025. Due to the specialized knowledge required in the practice area for this case, the time frame that assistance is needed, and the higher market rates for attorneys skilled in this area, it is in the best interests of the State to retain outside counsel with experience in litigating copyright infringement matters and representation of state agencies and their employees in complex commercial disputes.

Basis for selecting the procurement item. The procurement requested outside counsel with experience in intellectual property litigation and defending state entities and state employees. Given the emergency, the AGO identified four likely candidates—all local law firms to minimize costs. Four law firms submitted proposals with quotes and descriptions of their experience. Two candidate firms demonstrated a high degree of expertise in the subject matter of the litigation and identified recent litigation experience successfully representing state entities in matters that were very similar to the litigation at issue here. One of those two candidates offered slightly lower rates for its most experienced counsel and was selected as outside counsel.

Selection. The appointment of Ray Quinney & Nebeker, P.C., is in the best interests of the State, considering the resources of the AGO. First, Ray Quinney & Nebeker, P.C., is not aware of any conflicts of interest concerning the proposed representation of USBE and Mr. Bowman. Second, Ray Quinney & Nebeker, P.C., proposed hourly rates comparable to the average industry rates, and its rates are reasonable for this type of litigation. Third, Ray Quinney & Nebeker, P.C., has a high level of expertise in litigating intellectual property disputes and representation of state agencies and state employees in complex litigation.

A copy of the written contract is attached.

Mark E. Burns

Utah Attorney General or designee