



**COMMONWEALTH of VIRGINIA**  
*Office of the Attorney General*

Jason S. Miyares  
Attorney General

202 North Ninth Street  
Richmond, Virginia 23219  
804-786-2071  
FAX 804-786-1991  
Virginia Relay Services  
800-828-1120

June 23, 2025

Beth Wilkinson  
Wilkinson Stekloff  
2001 M Street, N.W.  
Washington, D.C. 20036  
BWilkinson@wilkinsonstekloff.com

**RE: Appointment as Special Counsel to the Commonwealth of Virginia and The Board of Visitors of the University of Virginia – SCA 2025-N\_\_\_\_**

Dear Ms. Wilkinson:

On behalf of Virginia Attorney General Jason S. Miyares, it is my pleasure to appoint your firm Wilkinson Stekloff LLP (“WS” or “You”) to serve as special counsel to the Commonwealth of Virginia and the University of Virginia Board of Visitors (“BOV” or “client”).

This appointment will commence as of the date your acceptance is received by the Office of the Attorney General (“OAG” or “Office”) and will continue through its completion, subject to the right of the Office to terminate the appointment at any time, with or without cause. This Office reserves the right to assign or appoint other counsel on an as-needed basis. Absolutely no additional work pursuant to this appointment shall be assigned to or performed by your firm prior to the Office’s receipt of your signed acceptance via Legal Tracker. Please note that any work assigned to your firm prior to this Office’s receipt of your signed acceptance will not be authorized and shall not be paid.

Except as set forth in this letter or specifically agreed to in writing by the Office of General Counsel (“OGC”), the Outside Counsel Directives annexed hereto will govern your firm’s representation for the duration of this appointment.

**I. SCOPE OF SERVICES**

You and your firm are appointed as special counsel to the Commonwealth of Virginia and the BOV for the purpose of an employment matter.

## **II. BILLING**

This engagement will be governed by an alternative fee arrangement, specifically a capped fee on a per month basis. OAG and your firm have agreed to a fixed fee of \$75,000 for the first month of work, which will run from June 23, 2025 through and including July 23, 2025. This fixed fee is all-inclusive and will be interpreted as being the entirety of the expenditure of legal fees for this matter during the time period listed above. The fixed fee arrangement may be extended by mutual agreement of OAG and your firm. No other costs or fees shall be charged to or accepted by the OAG absent express, written authority from OAG.

Reasonable out-of-pocket expenses related to providing services will be included in WS statements as disbursements advanced on your behalf.

It is understood that WS's fees will be to secure WS's availability to provide services during agreed periods, and will not be calculated based on hours actually spent by WS's professionals or staff in providing those services, except to the extent that WS and Client have explicitly agreed in writing. WS shall have no responsibility to record or to supply time records to Client, Client's agents, Client's insurance carriers, or others, except to the extent of such an explicit agreement.

## **III. CONFLICTS OF INTEREST AND PROFESSIONAL DUE CARE**

The State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 *et seq.*) and the General Assembly Conflict of Interests Act (Va. Code § 30-100 *et seq.*) apply to this representation. With this in mind, please canvass your firm for anyone who is an "employee," "officer," or "legislator" as defined in those Acts. This includes anyone appointed, even in an unpaid capacity, to a board or commission. Please contact me by letter if anyone in your firm meets these criteria.

By accepting the responsibility of serving as outside counsel in this matter, you and your firm agree not to represent parties adverse to the client, the Office, or their respective employees. Please call me if you have any questions concerning conflicts.

As outside counsel, you agree to abide by a reasonable standard of professional due care in the fulfillment of all duties under this appointment. You will maintain good standing with your respective state bar(s) for the duration of this appointment. Should the professional status of any of the attorneys listed as timekeepers change or the ability of any of the timekeepers to perform the duties necessary to effect representation be compromised, the OAG shall be notified immediately.

## **IV. CONFIDENTIALITY**

It is understood that all work product prepared hereunder shall constitute confidential work product of the Office of the Attorney General and shall not be publicly disseminated or otherwise released without the specific, written approval of the OAG. As work product of the Office of the Attorney General, files of all matters undertaken pursuant to this appointment are subject to the

ownership and control of the Office of the Attorney General and shall be surrendered without delay upon request by the Attorney General. Access to such files shall only be granted to assigned and approved timekeepers within your firm. Further, such files may not be destroyed or disposed of without written express approval of the Office of the Attorney General, as they are governed by the Public Records Act, Va. Code § 42.1-76 et seq.

If third parties are engaged to handle specific tasks related to this appointment, you represent that the presence of a third party does not abrogate any obligation you have under this agreement and that you are solely responsible for any acts or omissions of any such third parties.

## V. MEDIA

The OAG does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the Commonwealth's legal matters. No member, employee, or agent of your firm is permitted to comment publicly about the legal services that are the subject of this engagement, the client or clients for whom services are rendered, and any of the employees or officials thereof without express authorization from this Office.

Any and all media inquiries regarding your appointment and the actual services performed pursuant to this engagement must be directed to the OAG Director of Communications, Sean Kenney, at the Office of the Attorney General at (804) 482-2263 or [Skenney@oag.state.va.us](mailto:Skenney@oag.state.va.us). All media responses shall be coordinated with the Office prior to publication. This includes "no comment" or other non-substantive responses.

## VI. APPLICABLE LAW AND INTEGRATION

This appointment and any dispute arising out of this appointment shall be governed by Virginia law. This appointment, along with any exhibits, directives, addenda, schedules, and amendments referenced herein or affixed hereto, shall comprise the entire agreement of the parties and will supersede all previous understandings and agreements between the parties, whether oral or written. Any ambiguity in the terms of this appointment and all its accompanying documents shall not be construed against the Commonwealth. In the event that there is a conflict between the terms of the solicitation for proposals and the terms of this appointment, the terms of this appointment shall control.

Receipt of payment for legal services pursuant to this engagement constitutes an unequivocal acceptance of these terms and conditions.

If this letter is in accordance with your firm's understanding of the terms of this engagement, ***please sign, scan, and upload the signature/acceptance page to the appropriate matter in Legal Tracker as described in the Outside Counsel Directives.***

I welcome you to the group of distinguished and highly competent attorneys representing the interests of the Commonwealth. Thank you for your service on behalf of the Commonwealth.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Ferguson", written over a horizontal line.

Ryan Ferguson  
Chief of Staff & General Counsel

Wilkinson Stekloff

BY: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "James Rosenthal", written over a horizontal line.  
**JAMES ROSENTHAL**  
**MANAGING PARTNER**

DATE: 06/23/25