



CASTLETON LAW
PLLC

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract between you, as the client, and the firm of Castleton Law PLLC. This Agreement sets forth the terms of our representation of your legal interests, including information about our fees and billing procedures.

FEES: Our fees for services are based upon a variety of factors. In assessing fees for legal services, the Idaho Rules of Professional Conduct require lawyers to consider several factors. These factors include the time and labor required, the novelty and difficulty of the issues involved, the skill needed to adequately perform the services, the amount of money at stake, the results obtained, the time limitations imposed by the client or by circumstances, the length and nature of the professional relationship with the client, and the experience, competence, and reputation of the lawyer(s) performing the services. In some cases, such as in the incorporation of a business or the preparation of some real estate contracts and other business matters, fees may be established on a flat-fee basis. In most situations, however, the fees for services are based primarily on the actual amount of time that an attorney is required to spend on your behalf, including telephone calls, office conferences, document preparation and review, research, court appearances, and travel time, etc. This Agreement will advise you of the initial hourly rate which you will be charged, as reflected on the attached Exhibit "A" to this Agreement. This rate may be increased by the firm, and you will be notified in your billing statement.

Where appropriate, this firm employs law clerks and paralegals to research legal issues, conduct factual investigations, and for other matters. Your attorney may determine that it is in your best interest to utilize the law clerk and/or paralegal in your case. In most cases, legal fees will be reduced by using the law clerk and/or paralegal, because the hourly rate is less than the attorney's rate. Both the paralegal and the law clerk's current hourly rate will also be reflected on the attached Exhibit "A," which also may be adjusted in the future.

In some cases, your attorney may give you an estimate as to the amount of fees and costs which will be incurred in a particular matter. Please remember that this is only an estimate, and that the fee will depend primarily upon the time which the attorney is required to spend on your case, and the other factors as outlined above.

You may be requested to pay a retainer in advance. The retainer required in this case is:

No Retainer.

Pay down retainer. This money deposited in the firm's Trust Account will be used to pay monthly fees and costs incurred. If it is depleted, additional funds may be required before further legal representation can occur.

"Evergreen" Retainer. Unless you and the firm have made other arrangements, we will deposit the retainer in the firm's Trust Account. Under this trust arrangement, the firm will not pay down your retainer as it earns

fees. Rather, the firm will maintain the retainer as security for any monthly fees or costs that remain unpaid. You will be responsible to keep monthly fees paid. Interest on the Trust Account is paid to the Idaho State Bar Foundation to fund and support legal aid associations and programs to benefit the legal system. If, at the end of the representation there is a balance on your retainer, the firm will refund that money to you, even if someone else actually paid the retainer in the first place. If the firm cannot locate you, the firm will use up to 50 percent of the balance trying to find you. If the firm still cannot locate you, it will donate the money to the Idaho Law Foundation.

COSTS: In addition to the fees, you will also be billed for out-of-pocket expenses, such as court filing fees, court reporter fees, long distance telephone charges, copy expenses, facsimile charges, research charges, mailing costs, travel expenses, investigation fees, expert fees, and similar charges that may be incurred in connection with our representation of your interests. These costs represent out-of-pocket expenses necessary to render the services requested. This firm will request the reimbursement of these expenses which have been incurred or paid on your behalf.

CLIENT BILLING: We will submit a monthly billing statement to you which sets forth the fees and costs in all cases except in contingent fee and flat rate cases. Statements will be mailed to you on the first day of each month for services performed and costs incurred during the previous month. These statements are due and payable in full upon receipt. Unless the firm's statements are paid within thirty (30) days of the statement date, this firm reserves the right, upon written notice to you, to suspend all activities on your behalf and obtain leave of the court to withdraw from further representation of your interests in any pending litigation. In the event that we are required to represent ourselves pro se, or are required to obtain outside legal counsel to assist us in the collection of any outstanding balances on your account, you agree to pay all attorney's fees, costs, and expenses which we may incur as a result of your nonpayment and breach of this Agreement. In addition, if the amount of the statement is not paid in full within thirty (30) days of the statement date, a finance charge will be assessed on the outstanding balance. The finance charge will be computed by applying a periodic rate of one and one-half percent (1-1/2%) per month (18% per annum) against the past due balance.

In some circumstances, the Court has the authority to order the opposing party to pay your legal fees and costs. Your attorney will seek to have the opposing party pay your legal fees and costs whenever possible. However, there is no assurance that the Court will order such payment or that a judgment against an opposing party will be collectible. You should also be aware that in some cases the Court may order you to pay the opposing party's legal fees. Therefore, the potential award of your attorney fees and costs against the opposing party will not relieve you from paying our attorney fees or costs in accordance with the terms of this Agreement. Of course, any legal fees we recover from the opposing party will be paid over to you, if your account is current.

Your attorney will keep you advised of all major developments in your case and will provide you with copies of all relevant correspondence, court pleadings, etc., and will consult with you in regard to all major developments in your case. All communications between you and your attorney, including your file, are confidential. In order for us to effectively render our services, you must disclose fully and accurately all facts, and keep us apprised of all developments which relate to the matter under review. You must also agree to cooperate fully with us and to be available to attend meetings, discovery proceedings, and conferences as circumstances may dictate. Our firm cannot give any warranty or guarantee of a particular outcome in connection with our representation. However, it is our sole purpose to represent you to the best of our ability and to serve your needs.

CONFLICTS: You have not advised us, nor are we presently aware of any actual or potential conflict of interest in representing you at this time. We do reserve the right, however, to withdraw from our representation should any such conflict arise in the future.


WITHDRAWAL: Castleton Law reserves the right to withdraw from our legal representation of your interests if you fail to honor the terms of this Agreement, or if your conduct has made our representation unreasonably difficult, or

if any other circumstance becomes apparent which necessitates our withdrawal from representing your interests. In such a circumstance, you agree to take all steps necessary to complete our withdrawal from your legal matter, and also agree to pay for all services rendered and costs which have been incurred on your behalf up to the date of our withdrawal.

Castleton Law will expect to represent your interests until the conclusion of the matter involved. If however, you wish to terminate our services, please advise us, and we will promptly take the necessary steps to conclude our representation in compliance with the Idaho Rules of Professional Conduct. In such event, you shall not be relieved of your obligation to pay for all services rendered or costs incurred on your behalf prior to the date of termination.

Castleton Law understands the burden that high legal fees can create. Therefore, we will attempt to expend only that amount of time required to properly represent your interests. Please feel free to discuss our fees with us at any time, or any other questions or concerns you may have about this Agreement or the fee arrangement in your case, particularly at the time of the first office consultation.



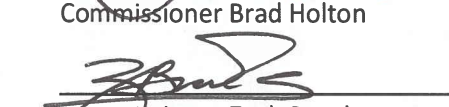
CASTLETON LAW PLLC



Bruce J. Castleton July 23, 2024
Date

CANYON COUNTY

Dated: 07-30-24

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: JROSS

Deputy Clerk

EXHIBIT "A"

Nature of Case:

Defend Canyon County, Canyon County Prosecuting Attorney Bryan Taylor, and Canyon County Deputy Prosecuting Attorney Eleonora Somoza in **Cliff Ohler v. Nampa Police Department, et al**, a lawsuit filed in the U.S. District Court of Idaho, Case No. 1:24-cv-00317-AKB. This Agreement only covers this matter, and any other matter will be covered by a separate Legal Services Agreement.

Attorney's Hourly Rate:

Attorney	\$185/hour
Paralegal	\$80/hour
Law Clerk	N/A

Flat Fee: N/A

Retainer Amount: None

Client's initials *BOH*

Attorney's initials _____

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth-in Lending Act requires prompt correction of the billing mistakes.

1. If you want to preserve your rights under the Act, here is what to do if you think your bill is wrong or if you need more information about an item on your bill:
 - a. Do not write on the bill. On a separate sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
 - i. Your name.
 - ii. A description of the error and an explanation why you believe it is an error.
 - iii. The dollar amount of the suspected error.
 - iv. Any other information (such as your address) which you think will help the firm to identify you or the reason for your complaint or inquiry.
 - b. Send your billing error notice to: Castleton Law PLLC, 10400 Overland Road #238, Boise, ID 83709

Mail it as soon as you can, but in any case, early enough to reach the firm within 60 days after the bill was mailed to you.
2. Our firm must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the firm is able to correct your billing during those 30 days. Within 90 days after receiving your letter, our firm must either correct the error or explain why the firm believes the bill was correct. Once our firm has explained the bill, our firm has no further obligation to you even though you still believe that there is an error, except as provided in Paragraph 5 below.
3. Once you have notified us in writing of your objection to a bill, neither we nor an attorney or a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. **HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.**
4. If it is determined that our firm has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that our firm has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed or required payments on the disputed amount. Unless you have agreed that your bill was correct, the firm must send you a written notification of what you owe;

and, if it is determined that our firm did not make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If our firm's explanation regarding the disputed amount does not satisfy you, and if you notify our firm in writing within 10 days after you receive the explanation that you still refuse to pay the disputed amount, the firm may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the firm must let you know to whom such reports were made. Once the matter has been settled between you and our firm, our firm must notify those to whom our firm reported you as delinquent of the subsequent resolution.
6. If our firm does not follow these rules, the firm is not allowed to collect the first \$50.00 of the disputed amount and finance charges, even if the bill turns out to be correct.