

June 20, 2023

City of Douglas Board of Appeals
101 N Fourth Street
P.O. Box 1030
Douglas, WY 82633

RE: Harry Washut & Riverside RV Park, LLC / Appeal / Hearing

Dear City of Douglas Board of Appeals,

Confirming our prior communications, Chapman Valdez & Lansing will undertake to represent you as counsel in the upcoming Board of Appeals hearing involving Harry Washut & Riverside RV Park, LLC. Our services will be provided as outlined in this agreement, and our time will be billed as described in this agreement. Our scope of services is limited to those outlined above. Any additional representation must be the subject of a separate fee agreement.

We will provide you with legal series on an hourly basis. Our fee will be determined based on time actually spent. Our time is accounted for in tenths of hours, and a minimum two-tenths charge is made for a time entry. Hourly rates for attorneys Frank R. Chapman and/or Thomas A. Valdez and/or Michael J. Lansing and/or Patrick Lewallen \$325.00/hour. Associate Attorneys are \$250.00/hour. Hourly rates for law clerks are \$95.00/hour to \$125.00/hour, Legal Assistant/Paralegal fees are billed at \$95.00/hour.

Our fees will include time spent in office and telephone consultations and in conferring with other lawyers in this office about services being performed. It is our practice to have many documents prepared for a client submitted for review by an attorney other than the primary preparer of the document and to have the reviewing attorney bill the reviewing time at the applicable hourly rate. This process is undertaken to provide appropriate work product review. Absences of personnel from our office on behalf of a client will be charged at the same hourly rate.

We reserve the right to assign those of our personnel to handle matters referred to us whom we deem best qualified and available. We will attempt to use paralegals in an effort to handle matters economically, but will do so only to the extent their use is consistent with the magnitude of the matter at hand and our obligation and desire to provide a quality work product.

You are authorizing us to incur reasonable expenses necessary to perform legal services. Any out-of-pocket expenses, including filing fees, service fees, legal research, expert witness fees and expenses, court reporters, videographers, travel expenses, meals and lodging, and outside delivery

services, will be charged to you at our cost, without mark-up. Disbursements particularly with respect to items of significant expense may be required to be advanced currently at our request. Expenses, including but not limited to, automobile travel, computerized research, postage and photocopies will be billed on the following basis:

1. mileage at the Federal rate.
2. actual cost of computerized research, plus operator's regular billing rate.
3. postage at actual cost.
4. photocopies at actual cost if reproduced out of office.
5. actual costs for miscellaneous telephonic services (e.g., conference calls).

Our statements for legal services are sent monthly and when sent are due and payable in full upon receipt. Statements which remain unpaid for more than thirty (30) days from the date mailed are subject to interest on the outstanding overdue amount. The interest charge is equal to one and one-half percent (1½ %) per month on the overdue balance, which equals an eighteen percent (18%) ANNUAL PERCENTAGE RATE. In the event we need to collect amounts that are past due, you agree to pay all expenses of such collection, including attorneys' fees (which may include fees of attorneys in our firm at their normal hourly rate).

You should note that as your legal counsel, we will make every effort to comply with your time schedule. The attainment of this goal, however, will require your cooperation, and does not anticipate any difficulties in developing information which, in our opinion, is necessary to fulfill our legal responsibilities. Further, as your legal counsel, we do not make any representation or take any responsibility for any other matter not specifically entrusted to us by you.

We strongly encourage you to refrain from participating in social media (Facebook, Twitter, Tumblr, Flickr, Skype, and the like) during the course of representation. Information found on social media websites is not private, can be discoverable, and if used as evidence may be potentially damaging to your interests. Understand that information shared with others be it verbally; in writing via email, text message or letter; or even posted online could result in a waiver of the attorney client privilege were that information to relate in any way to the legal matter that we are handling for you. In addition, you should not delete or remove information from any social media website as that could be considered destruction of evidence, spoliation of evidence, or obstruction of justice.

We also advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, or other device that is shared with someone else. In addition, when communicating with us, do not use your work email address or a shared email account. You should only use a private email account that is password protected and only accessed from your personal smart phone or computer. We reserve the right to withdraw as counsel if the above advice is not followed.

You will receive documents, correspondence, and other information throughout the case. These

copies will be your file copies. Please retain them for your records. CVL will maintain our copy of your file for five (5) years after this matter is concluded. You may request the file at any time during, upon conclusion of, or after conclusion of, this matter. We will need advance notice in order to retrieve the file from storage and copy the documents at your expense. Five (5) years after the conclusion of this matter, the file may be destroyed without further notice to you.

Our relationship may be terminated by you at any time for any reason. We may terminate our relationship at any time for any reason to the extent consistent with our ethical obligations to you as attorneys. Your failure to comply with the provisions of this engagement letter will be considered grounds for the termination of our relationship.

If you have any questions about any statement made above, please contact me. We want you to be satisfied with the terms of the representation and understand them fully before signing this agreement.

If the terms of this letter are acceptable, please indicate your acceptance by signing and returning a copy of this letter to our office. Please do not hesitate to contact me if you have any questions.

Sincerely,

Patrick J. Lewallen, Partner
CHAPMAN VALDEZ & LANSING

ACCEPTANCE

The foregoing terms of representation are acceptable to the undersigned client of Chapman Valdez & Lansing.

City of Douglas Board of Appeals, Client
By and through:

Date: _____