



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
RAÚL R. LABRADOR

May 3, 2024

Dear Loree Stark,

This letter is being sent in response to the public records request received April 30, 2024.

Your request has been reviewed by an attorney. The documents responsive to your request are attached. However, some documents are not being produced because they are exempt under Idaho Code 74-104 and Idaho Code 3-201 (5) in that they constitute attorney work product or are subject to attorney/client privilege.

You have the right to contest this response as set forth in Idaho Code 74-115(1) by filing a petition in the Judicial District Court of Idaho where the records reside within 180 calendar days from the date of this notice.

Sincerely,

Kami Reeve
Public Information Specialist

From: [Kamala Reeve](#)
To: [Jacob Kofoed](#)
Subject: 2nd American Oversight PRR received yesterday. ADF contracts
Date: Wednesday, May 1, 2024 11:05:00 AM
Attachments: [Roe v. Critchfield1_ADF Contract of Legal Representation.pdf](#)
[image001.png](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[ADF Poe v Labrador.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)
[Marwah Adhoob PRR ADF Contracts.pdf](#)

Jake,

Can you please run an IT search for any email from ag.idaho.org specifically containing any of these 4 ADF contracts? I've also included the original PRR but FYI I've already checked with Robyn and there are no invoices. Also, I've checked with Yvonne and there are no other contracts. I believe I just need any communication that occurred in the electronic transmission of these contracts.

Thanks!



Kami Reeve | Public Information Specialist
Attorney General Raúl Labrador
Office of the Attorney General | State of Idaho
O: 208-334-2400 | W: ag.idaho.gov

From: [Kamala Reeve](#)
To: abbie.vansickle@nytimes.com
Subject: Response to 01182024 Public Records Request
Date: Friday, January 26, 2024 11:49:00 AM
Attachments: [Final Response VanSickle 01182024.pdf](#)
[image001.png](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[ADF Poe v Labrador.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)

Good afternoon,

Attached you will find our office response to your Public Records Request along with responsive documents. If you have any questions feel free to reach out.



Kami Reeve | Public Information Specialist

Attorney General Raúl Labrador
Office of the Attorney General | State of Idaho
O: 208-334-2400 | W: ag.idaho.gov



Alliance Defending Freedom Contract of Legal Representation

1. Alliance Defending Freedom (“ADF”) is a civil liberties education and legal defense organization that provides legal representation.
2. I, Raul Labrador, in my official capacity as Idaho Attorney General (hereinafter “Client”) having full authority to enter into this Contract, do hereby retain ADF, including ADF staff attorneys and such other attorneys as ADF may ally with to assist in this matter to provide legal representation (“Representation”) in connection with the matter described below (the “Matter”).
3. The Matter concerns representing the Client in *U.S. v. State of Idaho* before the U.S. Court of Appeals for the Ninth Circuit and in potential future appeals before the U.S. Supreme Court.
4. This Representation extends to any additional opposing party or parties that may be added later to the extent necessary to represent fully Client’s defenses arising from the same set of circumstances giving rise to the Matter.
5. ADF will provide Representation concerning the Matter without charge and will cover its travel expenses, admission fees, copying charges, and mailing expenses. Client will cover all other costs associated with litigating this matter.
6. Client understands that ADF will retain or destroy files related to this Representation in accordance with the Client File policy attached as Exhibit A, which is incorporated herein by reference.
7. Client will be truthful at all times and reveal to ADF all information necessary and relevant to the Representation and shall fully cooperate in all legal proceedings, including preserving evidence as described in Exhibit B, Litigation Hold Notice. If ADF believes, in its sole judgment, that the Client is not cooperating fully in the Representation, the Client agrees that ADF and the participating attorneys allied with ADF may withdraw from the Matter in accordance with applicable rules of professional conduct.
8. ADF does not currently anticipate any conflict between Client’s objectives in this Matter and its own strategic objectives. In the event a conflict arises, and Client is unwilling to waive the conflict in writing, ADF will seek to withdraw from this Matter in accordance with the applicable rules of professional conduct.

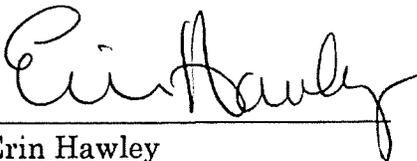
9. ADF represents only the specific Client in this Matter, and its representation does not extend and shall not be deemed to extend to any other affiliate, division, agency, or official of the State of Idaho, or any person or entity other than Client absent ADF's written agreement. ADF represents many other clients in lawsuits against state and local governments, universities, school districts, and schools, and it is possible that during the time ADF is representing Client in this Matter, some of ADF's current or future clients will have disputes with the State of Idaho or local governments, universities, school districts, or schools in Idaho. Client agrees that ADF may in the future undertake to represent existing or new clients in any matter, including litigation, so long as those matters are not substantially related to ADF's work for Client in this Matter and so long as no information obtained in this Matter is used against Client.
10. Client understands that the ethical rules governing the practice of law limit the ability of ADF to subsidize expenses associated with lawsuits and administrative proceedings. Therefore, Client agrees to pay ADF for any out of pocket costs and expenses incurred to pursue the Matter. However, ADF retains the right to forgive the reimbursement of costs and expenses if consistent with the ethical rules addressing pro bono public services. Additionally, Client understands that in some circumstances participating in a judicial proceeding may result in a settlement agreement or court order that calls for payments related to claims and/or certain costs or attorney's fees. Client understands that ADF cannot accept responsibility for any such fees, costs or awards imposed on Client by the court or agreed to in a settlement.
11. Client understands that ADF may seek attorney's fees and costs from the opposing party or parties via agreement or court or administrative body order to compensate for all attorney time, staff time, and costs expended with respect to the Representation. ADF and Client will split fees awarded pro rata based on each attorney's respective work.
12. Client understands that the Representation will include communication with the media, and that such communications may directly affect the success of the Representation. Client therefore agrees to consult with ADF regarding public statements related to the Representation and when interacting and communicating with the media.
13. Communications between ADF and Client are generally confidential and subject to attorney-client privilege, regardless of the method used. Neither Client nor ADF may be required to disclose attorney-client communication in discovery or at trial absent a waiver of the privilege. The privilege may be waived if the communications are disclosed to a third party. Accordingly, Client agrees not to disclose our communications to third parties, whether orally or by forwarding to or copying third parties on communications, without

first obtaining approval from ADF. Client will notify ADF in advance of responding to any public records request for communications relating to the Matter, and Client will do so sufficiently in advance of the response deadline to enable ADF to oppose or otherwise respond to such request.

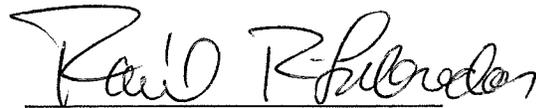
14. Client understands that effective public advocacy may have a beneficial impact on the Representation as well as on the long-term consequences of the Matter. Client therefore agrees to cooperate as much as possible, upon the request of ADF, in the publicizing of non-privileged and non-confidential information relating to the Representation. Client agrees to allow ADF to use non-confidential information in materials intended to communicate with supporters of ADF and in furtherance of the mission of ADF.
15. The Client has had opportunity to seek independent legal counsel and seek clarification of any terms set forth in this Contract. The foregoing Contract is understood, accepted, and agreed to this 7th day of November 2023.

Alliance Defending Freedom

Client



Erin Hawley
Sr. Counsel
VP of Center for Life & Center
for Regulatory Practice



The Hon. Raul Labrador
Attorney General
State of Idaho

Date:

11-7-23

Date:

11/7/2023



Alliance Defending Freedom Contract of Legal Representation

1. Alliance Defending Freedom (“ADF”) is a civil liberties, education, and legal defense organization that provides legal representation.
2. I, Raul Labrador, in my official capacity as Idaho Attorney General (hereinafter “Client”), having full authority to enter into this Contract do hereby retain ADF, including ADF staff attorneys and such other attorneys as ADF may ally with to assist in this matter to provide legal representation (“Representation”) in connection with the matter described below (the “Matter”).
3. The Matter concerns the defense of Idaho’s Vulnerable Child Protection Act in *Poe v. Labrador* before the U.S. Court of Appeals for the Ninth Circuit and in potential future appeals before the U.S. Supreme Court.
4. This Representation extends to any additional opposing party or parties that may be added later to the extent necessary to represent fully Client’s defenses arising from the same set of circumstances giving rise to the Matter.
5. ADF will provide Representation concerning the Matter without charge and will cover its travel expenses, admission fees, copying charges, and mailing expenses. Client will cover all other costs associated with litigating this matter.
6. Client understands that ADF will retain or destroy files related to this Representation in accordance with the Client File Policy attached as Exhibit A, which is incorporated herein by reference.
7. Client will be truthful at all times and reveal all information necessary and relevant to the Representation and shall fully cooperate in all legal proceedings, including preserving evidence as described in Exhibit B, Litigation Hold Notice. If ADF believes, in its sole judgment, that the Client is not cooperating fully in the legal representation, the Client agrees that ADF and the participating attorneys allied with ADF may withdraw from the Matter in accordance with applicable rules of professional conduct.
8. ADF does not currently anticipate any conflict between Client’s objectives in this Matter and its own strategic objectives. ADF understands and agrees that Client has primary responsibility for litigation strategy in this matter. In the event a conflict arises, and Client is unwilling to waive the conflict in writing,

ADF will seek to withdraw from this Matter in accordance with the applicable rules of professional conduct.

9. ADF represents only the specific Client in this Matter, and its representation does not extend and shall not be deemed to extend to any other affiliate, division, agency, or official thereof, or any person or entity other than Client absent ADF's written agreement. ADF represents many other clients in lawsuits against state and local governments, universities, school districts, and schools, and it is possible that during the time ADF is representing Client in this Matter, some of ADF's current or future clients will have disputes with the State of Idaho or local governments, universities, school districts, or schools in Idaho. Client agrees that ADF may in the future undertake to represent existing or new clients in any matter, including litigation, so long as those matters are not substantially related to ADF's work for Client in this Matter and so long as no information obtained in this Matter is used against Client.
10. Client understands that the ethical rules governing the practice of law limit the ability of ADF to subsidize expenses associated with lawsuits and administrative proceedings. Therefore, Client agrees to pay ADF for any out-of-pocket costs and expenses incurred to pursue the Matter. However, ADF retains the right to forgive the reimbursement of costs and expenses if consistent with the ethical rules addressing pro bono public services. Additionally, Client understands that in some circumstances participating in a judicial proceeding may result in a settlement agreement or court order that calls for payments related to claims and/or certain costs or attorney's fees. Client understands that ADF cannot accept responsibility for any such fees, costs, or awards imposed on Client by the court or agreed to in a settlement.
11. Client understands that ADF may seek attorney's fees and costs from the opposing party or parties via agreement or court or administrative body order to compensate for all attorney time, staff time, and costs expended with respect to the Representation. ADF and Client will split fees awarded pro rata based on each attorney's respective work.
12. Client understands that the Representation may include communication with the media, and that such communications may directly affect the success of the Representation. Client therefore agrees to consult with ADF regarding public statements related to the Representation and when interacting and communicating with the media.
13. Communications between ADF and Client are generally confidential and subject to attorney-client privilege, regardless of the method used. Neither Client nor ADF may be required to disclose attorney-client communication in discovery or at trial absent a waiver of the privilege. The privilege may be waived if the communications are disclosed to a third party. Accordingly, Client agrees not to disclose our communications to third parties, whether

orally or by forwarding to or copying third parties on communications, without first obtaining approval from ADF. Client will notify ADF in advance of responding to any public records request for communications relating to the Matter, and Client will do so sufficiently in advance of the response deadline to enable ADF to oppose or otherwise respond to such request.

14. Client understands that effective public advocacy may have a beneficial impact on the Representation as well as on the long-term consequences of the Matter. Client therefore agrees to cooperate fully, upon the request of ADF, in the publicizing of non-privileged and non-confidential information relating to the Representation. Client agrees to allow ADF to use non-confidential information in materials intended to communicate with supporters of ADF and in furtherance of the mission of ADF.
15. Client has had the opportunity to seek independent legal counsel and seek clarification of any terms set forth in this Contract. The foregoing Contract is understood, accepted, and agreed to as of the dates indicated below.

Alliance Defending Freedom

Client



Jonathan Scruggs
Senior Counsel, Vice President of
Litigation Strategy & Center for
Conscience Initiatives



The Hon. Raul Labrador
Attorney General
State of Idaho

Date: 01/21/2024

Date: January 18, 2024



Exhibit A

Client File Policy

Client is the owner of the file related to this matter and is entitled to receive a copy or request the transfer of the file during the representation consistent with governing law or rules of professional responsibility. The client file is defined as the papers and property received or created in connection with the representation (except the items excluded below) as well as any materials that governing law or rules of professional responsibility require as part of the client file. This includes, but is not limited to:

- Materials provided by the Client to ADF;
- Pleadings;
- Investigative or discovery documents (e.g., deposition transcripts, expert reports, medical records, and photographs);
- Discovery requests and responses;
- Formal legal memoranda addressing an issue in the case;
- Correspondence with the tribunal, opposing counsel, and other non-ADF counsel involved in the case;
- Attorney notes regarding facts and timelines pertaining to the case.

The client file shall not include the following:

- ADF's internal practice management materials;
- Conflict checks;
- Personnel assignments;
- Templates;
- Information related to another client's case;
- Internal communications and office memoranda prepared for internal management decisions (e.g., conflicts of interest);
- Personal attorney work-product;
- Attorney notes regarding thoughts, ideas, impressions, or questions;
- Extraneous material;
- Internal communications and office memoranda discussing potential legal theories;
- Duplicate copies; and
- Working documents that are not potentially significant, legally operative, or do not possess intrinsic value.

Upon receiving a request to transfer the file, ADF may make copies of documents that it deems relevant for its records before transferring the file to Client or its designee. If ADF transfers a file to Client or its designee, ADF shall have no further obligation to Client concerning the file.

To the extent possible, ADF will maintain the Client file in electronic format and, upon request, will provide Client or its designee with copies of the file in a digital format. If Client requests a paper copy, Client agrees to pay the reasonable costs of preparing and copying the file, including reasonable labor and expenses.

ADF intends to return any valuable Client property such as original Client materials with intrinsic value in their original form and any material with pecuniary or known sentimental value obtained during the representation when it is no longer necessary for ADF to retain the materials in their original format.

Upon resolution of the matter giving rise to the creation of the Client file, the file will be converted to a closed file. At that time, ADF is free to immediately destroy any materials not part of the Client file as defined above.

If ADF possesses valuable Client property when representation ends, ADF will attempt to return that property or notify Client at its last known address of the need to collect the property or provide instructions for its disposition. If Client directs ADF to store the property, Client agrees to pay the reasonable storage fees. If Client fails to collect the property or provide instructions for its disposition within 90 days, Client hereby authorizes ADF, if possible, to digitalize the property and destroy the original, consistent with ethical limitations. ADF will not destroy property that must be preserved to reasonably protect Client's interests but will charge for its storage.

The closed Client file, maintained in a digital format, will be deleted after seven years, unless governing law or rules of professional responsibility require a longer period of retention. ADF will notify Client at the last known address 90 days before destroying the Client file.

If Client requests a copy of the closed file before it is destroyed, ADF will provide it to Client in digital format. If Client requests a paper copy of the closed file, Client agrees to pay the reasonable costs of preparing and copying the file, including reasonable labor and expenses.



Exhibit B Litigation Hold Notice

As we have discussed, you can reasonably anticipate becoming involved in future litigation. This notifies you of your new obligation to preserve all documents relevant to this anticipated litigation.

What is my obligation?

You are now under a legal obligation to preserve any relevant documents that are within your possession, custody, or control. This means that 1) you cannot destroy, conceal, or alter these documents and 2) you must take affirmative steps to ensure that these documents are not automatically or accidentally destroyed, concealed, or altered by you or by someone else.

What happens if I fail my obligation to preserve documents?

For serious, intentional and/or repeat violations, courts can fine you, summarily rule against you in your lawsuit, prevent you from introducing favorable evidence during litigation, hold you in contempt of court, or require you to pay the attorneys' fees of the opposing party. While courts rarely impose sanctions for honest mistakes and often reserve severe sanctions for large corporations experienced in litigation, courts will penalize any litigant who intentionally or unreasonably fails to preserve relevant documents.

What types of documents does this obligation cover?

The obligation to preserve relevant documents encompasses all "documents, data, and tangible things." This broad definition covers originals and drafts, hard copies, and electronic documents. Examples of documents in hard copy include but are not limited to:

- Letters and faxes;
- Pictures;
- Memoranda; and
- Physical files and policies.

Examples of electronic documents include but are not limited to:

- Emails and email attachments;
- Text messages;
- Social media messages (Facebook posts, twitter messages, etc.);

- Programs and files on computers (Word documents, Excel documents, contact and calendar files stored in Outlook, etc.);
- Files and data on smart phones, iPhones, tablets, and similar devices;
- Files on CDs, flash-drives, floppy disks, or backup tapes;
- Voice and phone messages;
- Files and information on website and blogs;
- Files and data stored in the “cloud” (e.g., data saved on the internet on a program controlled by third parties, such as Gmail or Dropbox)
- Messages communicated over instant messaging programs;
- Files showing the history of programs and files, including programs used to access the internet (e.g., your web browser history); and
- Metadata: the information contained in a computer file that provides information about that file, such as who created the file, when the file was created and modified, etc. To avoid destroying or altering metadata, please do not alter the form of any document but keep the document in its current format (e.g., do not convert a Word document to a PDF document and then delete the original Word document).

If you have any questions about what type of documents you must preserve, do not destroy the documents in question but ask one of your Alliance Defending Freedom attorneys first.

Which documents does this obligation cover?

You are under an obligation to preserve any documents that are relevant to the litigation, are reasonably calculated to lead to the discovery of admissible evidence, are reasonably likely to be requested by the opposing party during litigation and/or are the subject of pending discovery requests. In other words, you must preserve any documents that relate in any way to the lawsuit, the subjects of the lawsuit, the persons involved in the lawsuit, and to the activities involved in the lawsuit. Here are some examples of relevant documents you must preserve (these examples are not exclusive):

- All documents discussing or related to Idaho’s Vulnerable Child Protection Act.
- All documents related to your interactions with any parties in this Matter.
- All documents discussing or related to this Matter.

Your preservation obligation applies to all relevant documents, whether those documents were created in the past or in the future, by you or someone else. If you have any questions about which documents are relevant to the lawsuit and which documents you must preserve, do not destroy the documents in question but ask one of your Alliance Defending Freedom attorneys first.

What must I do now to preserve relevant documents?

Because you are obliged to preserve and to reasonably ensure the preservation of documents (*i.e.*, ensure that others do not destroy documents), you must immediately take the following steps to comply with your legal obligations.

1. Suspend the destruction and modification of any relevant document. If you must modify a potentially relevant document in the ordinary course of your business, professional, or personal activities, you must retain a copy of the unmodified version of the document or data as well.
2. Determine whether you have in your possession, custody, or control any relevant papers or electronic data and discuss with your Alliance Defending Freedom attorney plans to preserve and/or transmit those documents to Alliance Defending Freedom. In making this determination, please search your office and home computers, telephones, office files, home files, and any other location you think relevant documents may be found.
3. Suspend any automatic document destruction/modification policy and suspend automatic document destruction/modification feature of any program in which relevant documents may be found. For example, many email programs will automatically delete emails 90 days after that email was received. Please check your computer programs to make sure you are aware of automatic deletion features and suspend those features.
4. Inform anyone (spouse, family member, employee, etc.) with access to your data and your documents about your legal obligation and instruct them not to destroy or modify any data without your permission.

How long am I obliged to preserve documents?

You are under a legal obligation to preserve documents from now until the end of litigation. Continue to preserve documents as specified in this notice until you are informed you may stop by an Alliance Defending Freedom attorney.

Conclusion

The obligation to preserve documents is a vital aspect of litigation that you must take very seriously. If you have any questions about your obligations or if any part of this notice is unclear, please do not hesitate to contact your attorneys at Alliance Defending Freedom.

Acknowledgement

I acknowledge that I have read the above Litigation Hold Notice. I will immediately conduct a reasonable search for responsive paper documents and electronic data. I will preserve such electronic data and paper documents. I will not delete any data from any locations that I believe may contain responsive electronic data. I understand that this preservation obligation is ongoing and requires the continuing

preservation of data, including data created or received both before and after receipt of this Notice.

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

The Hon. Raul Labrador
Attorney General
State of Idaho

Date: January 18, 2024



Alliance Defending Freedom Contract of Legal Representation

1. Alliance Defending Freedom (“ADF”) is a civil liberties education and legal defense organization that provides legal representation.
2. I, Raul Labrador, in my official capacity as Idaho Attorney General (hereinafter “Client”) having full authority to enter into this Contract, do hereby retain ADF, including ADF staff attorneys and such other attorneys as ADF may ally with to assist in this matter to provide legal representation (“Representation”) in connection with the matter described below (the “Matter”).
3. The Matter concerns defending the Client in *State of Washington et al. v. United States Food & Drug Administration et al.* before the Eastern District of Washington.
4. This Representation extends to any additional opposing party or parties that may be added later to the extent necessary to represent fully Client’s defenses arising from the same set of circumstances giving rise to the Matter.
5. ADF will provide Representation concerning the Matter without charge and will cover its travel expenses, admission fees, copying charges, and mailing expenses. Client will cover all other costs associated with litigating this matter.
6. Client understands that ADF will retain or destroy files related to this Representation in accordance with the Client File policy attached as Exhibit A, which is incorporated herein by reference.
7. Client will be truthful at all times and reveal to ADF all information necessary and relevant to the Representation and shall fully cooperate in all legal proceedings, including preserving evidence as described in Exhibit B, Litigation Hold Notice. If ADF believes, in its sole judgment, that the Client is not cooperating fully in the Representation, the Client agrees that ADF and the participating attorneys allied with ADF may withdraw from the Matter in accordance with applicable rules of professional conduct.
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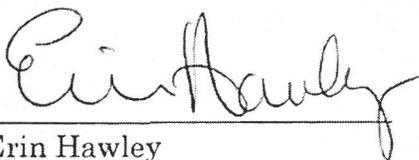
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first obtaining approval from ADF. Client will notify ADF in advance of responding to any public records request for communications relating to the Matter, and Client will do so sufficiently in advance of the response deadline to enable ADF to oppose or otherwise respond to such request.

14. Client understands that effective public advocacy may have a beneficial impact on the Representation as well as on the long-term consequences of the Matter. Client therefore agrees to cooperate as much as possible, upon the request of ADF, in the publicizing of non-privileged and non-confidential information relating to the Representation. Client agrees to allow ADF to use non-confidential information in materials intended to communicate with supporters of ADF and in furtherance of the mission of ADF.
15. The Client has had opportunity to seek independent legal counsel and seek clarification of any terms set forth in this Contract. The foregoing Contract is understood, accepted, and agreed to this 7th day of November 2023.

Alliance Defending Freedom

Client



Erin Hawley
Sr. Counsel
VP of Center for Life & Center
for Regulatory Practice



The Hon. Raul Labrador
Attorney General
State of Idaho

Date: 11-7-23

Date: 11/14/2023



Exhibit A Client File Policy

Client is the owner of the file related to this matter and is entitled to receive a copy or request the transfer of the file at any time during the representation. Consistent with Corporate Policy, the following information is not deemed part of the file and will not be returned to Client or transferred to a designee:

- Extraneous Material;
- Duplicate Copies;
- Attorney notes that are not ordinarily maintained by the attorneys;
- Working Documents that are not Potentially Significant, Legally Operative, or do not possess Intrinsic Value; and
- Internal Practice Management Memoranda.

Upon receiving a request to transfer the file, ADF may make copies of documents that it deems relevant for its records prior to transferring the file to Client or its designee. If ADF transfers a file to Client or its designee, ADF shall have no further obligation to Client with respect to the file.

To the extent possible, ADF will maintain the entire Client file in electronic format and will provide Client or a designee with copies of the file in a digital format unless Client request a hard copy. If Client requests more than one hard copy, Client agrees to pay the reasonable costs of preparing and copying the file, including reasonable labor and expenses.

ADF intends to return any valuable Client property when it is no longer necessary for ADF to retain the materials in their original format. This includes original Client materials with intrinsic value in their original form and any material with pecuniary or known sentimental value created or obtained during the representation to Client. If ADF possesses valuable Client property when representation ends, ADF will attempt to return the material or notify Client at its last known address of the need to collect the material or provide instructions for its disposition. If Client directs ADF to store the materials, it agrees to pay the reasonable storage fees. If Client fails to collect the materials or provide instructions for their disposition within 90 days, it hereby authorizes ADF to digitalize the material and destroy the originals, consistent with ethical limitations. ADF will not destroy materials that must be preserved to reasonably protect Client's interests, but will charge for their storage.

Upon resolution of the matter giving rise to the creation of the Client file, Client is entitled to receive an electronic or hard copy of the Client file upon request. At that

time the file will be converted to a closed file. Consistent with this policy, all of the closed file may be maintained in a digital format, which will be deleted after 7 years (the overriding consideration when closing or destroying a file is the ADF responsibility to protect Client's interests). In addition, materials not part of the file as defined by the ADF Corporate Policy described above will be destroyed. ADF will notify Client at the last known address 90 days prior to destroying the Client file.

If Client requests a copy of the closed file at any time prior to the date that materials are subject to destruction, ADF will take reasonable steps to make a duplicate copy of the Client file and provide it to Client in a timely manner. Upon request, ADF will produce the closed file in a paper format and charge Client its reasonable expenses, including labor and out-of-pocket costs.



Exhibit B Litigation Hold Notice

As we have discussed, you are either involved in litigation or can reasonably anticipate becoming involved in future litigation. This notifies you of your new obligation to preserve all documents relevant to this litigation.

What is my obligation?

You are now under a legal obligation to preserve any relevant documents that are within your possession, custody, or control. This means that 1) you cannot destroy, conceal, or alter these documents and 2) you must take affirmative steps to ensure that these documents are not automatically or accidentally destroyed, concealed, or altered by you or by someone else.

What happens if I fail my obligation to preserve documents?

For serious, intentional and/or repeat violations, courts can fine you, summarily rule against you in your lawsuit, prevent you from introducing favorable evidence during litigation, hold you in contempt of court, or require you to pay the attorneys' fees of the opposing party. While courts rarely impose sanctions for honest mistakes and often reserve severe sanctions for large corporations experienced in litigation, courts will penalize any litigant who intentionally or unreasonably fails to preserve relevant documents.

What types of documents does this obligation cover?

The obligation to preserve relevant documents encompasses all "documents, data, and tangible things." This broad definition covers originals and drafts, hard copies, and electronic documents. Examples of documents in hard copy include but are not limited to:

- Letters and faxes;
- Pictures;
- Memoranda; and
- Physical files and policies.

Examples of electronic documents include but are not limited to:

- Emails and email attachments;
- Text messages;
- Social media messages (Facebook posts, twitter messages, etc.);

- Programs and files on computers (Word documents, Excel documents, contact and calendar files stored in Outlook, etc.);
- Files and data on smart phones, iPhones, tablets, and similar devices;
- Files on CDs, flash-drives, floppy disks, or backup tapes;
- Voice and phone messages;
- Files and information on website and blogs;
- Files and data stored in the “cloud” (e.g., data saved on the internet on a program controlled by third parties, such as Gmail or Dropbox)
- Messages communicated over instant messaging programs;
- Files showing the history of programs and files, including programs used to access the internet (e.g., your web browser history); and
- Metadata: the information contained in a computer file that provides information about that file, such as who created the file, when the file was created and modified, etc. To avoid destroying or altering metadata, please do not alter the form of any document but keep the document in its current format (e.g., do not convert a Word document to a PDF document and then delete the original Word document).

If you have any questions about what type of documents you must preserve, do not destroy the documents in question but ask one of your Alliance Defending Freedom attorneys first.

Which documents does this obligation cover?

You are under an obligation to preserve any documents that are relevant to the litigation, are reasonably calculated to lead to the discovery of admissible evidence, are reasonably likely to be requested by the opposing party during litigation and/or are the subject of pending discovery requests. In other words, you must preserve any documents that relate in any way to the lawsuit, the subjects of the lawsuit, the persons involved in the lawsuit, and to the activities involved in the lawsuit. Here are some examples of relevant documents you must preserve (these examples are not exclusive):

All documents related to enactment of the statutes challenged by Plaintiffs.

All documents related to enforcement of the statutes challenged by Plaintiffs.

Your preservation obligation applies to all relevant documents, whether those documents were created in the past or in the future, by you or someone else. If you have any questions about which documents are relevant to the lawsuit and which documents you must preserve, do not destroy the documents in question but ask one of your Alliance Defending Freedom attorneys first.

What must I do now to preserve relevant documents?

Because you are obliged to preserve and to reasonably ensure the preservation of documents (*i.e.*, ensure that others do not destroy documents), you must immediately take the following steps to comply with your legal obligations.

1. Suspend the destruction and modification of any relevant document. If you must modify a potentially relevant document in the ordinary course of your business, professional, or personal activities, you must retain a copy of the unmodified version of the document or data as well.
2. Determine whether you have in your possession, custody, or control any relevant papers or electronic data and discuss with your Alliance Defending Freedom attorney plans to preserve and/or transmit those documents to Alliance Defending Freedom. In making this determination, please search your office and home computers, telephones, office files, home files, and any other location you think relevant documents may be found.
3. Suspend any automatic document destruction/modification policy and suspend automatic document destruction/modification feature of any program in which relevant documents may be found. For example, many email programs will automatically delete emails 90 days after that email was received. Please check your computer programs to make sure you are aware of automatic deletion features and suspend those features.
4. Inform anyone (spouse, family member, employee, etc.) with access to your data and your documents about your legal obligation and instruct them not to destroy or modify any data without your permission.

How long am I obliged to preserve documents?

You are under a legal obligation to preserve documents from now until the end of litigation. Continue to preserve documents as specified in this notice until you are informed you may stop by an Alliance Defending Freedom attorney.

Conclusion

The obligation to preserve documents is a vital aspect of litigation that you must take very seriously. If you have any questions about your obligations or if any part of this notice is unclear, please do not hesitate to contact your attorneys at Alliance Defending Freedom.

Acknowledgement

I acknowledge that I have read the above Litigation Hold Notice. I will immediately conduct a reasonable search for responsive paper documents and electronic data. I will preserve such electronic data and paper documents. I will not delete any data from any locations that I believe may contain responsive electronic data. I understand that this preservation obligation is ongoing and requires the continuing

preservation of data, including data created or received both before and after receipt of this Notice.

Signature

Date

From: [Kamala Reeve](#)
To: [Brenna Ehrlich](#)
Subject: RE: Public Records Request: Rolling Stone
Date: Friday, April 26, 2024 2:04:35 PM
Attachments: [Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)
[image001.png](#)
[image002.png](#)
[ADF 20231115 U.S. v. Idaho Contract.pdf](#)
[ADF Poe v Labrador.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)

Brenna,

Attached are all requested documents. Have a great day!

 **Kami Reeve | Public Information Specialist**
Attorney General Raúl Labrador
Office of the Attorney General | State of Idaho
O: 208-334-2400 | W: ag.idaho.gov

From: Brenna Ehrlich <behrlich@rollingstone.com>
Sent: Wednesday, April 24, 2024 10:11 AM
To: Kamala Reeve <Kamala.Reeve@ag.idaho.gov>
Subject: Public Records Request: Rolling Stone

You don't often get email from behrlich@rollingstone.com. [Learn why this is important](#)

Dear Ms. Reeve,

This is a request under the Freedom of Information Act.

I request that a copy of the following documents [or documents containing the following information] be provided to me: Copies of all contracts and agreements between the Idaho Attorney General and the Alliance Defending Freedom.

In order to help to determine my status to assess fees, you should know that I am the Chief Research Editor at Rolling Stone.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in my commercial interest.

Thank you for your consideration of this request.

Sincerely,

Brenna Ehrlich



Brenna Ehrlich

Chief Research Editor

475 Fifth Ave., 10th Floor, New York, NY 10017

AMERICAN
OVERSIGHT

ID-AG-24-0467-A-000024

behrlich@rollingstone.com

From: [BryonAnn Green](#)
To: [Yvonne Dunbar](#)
Subject: RE: Records request - Alliance Defending Freedom representation
Date: Friday, November 17, 2023 2:49:28 PM
Attachments: [image001.png](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)
[20231115 U.S. v. Idaho Contract signed.pdf](#)
[State of Washington v. FDA Contract of Legal Representation signed.pdf](#)

Hi Yvonne,

There are three ADF matters:

1. Roe v. Critchfield (Appeal matter) – John Bursch and Lincoln Willson are the appointed SDAGs;
2. U.S. v. State of Idaho – John Bursch is appointed as SDAG and;
3. State of Washington et al. v. U.S. Food & Drug Administration et al. – Lincoln Wilson is appointed as SDAG.

Contracts are attached. The appointments have not been signed and returned from the Executive Office yet. Would you like me to expedite?

Thank you,



BryonAnn Green | Paralegal
State General Counsel & Fair Hearings Division
Office of the Attorney General | State of Idaho
O: 208-332-3091 | W: ag.idaho.gov

From: Yvonne Dunbar <Yvonne.Dunbar@ag.idaho.gov>
Sent: Friday, November 17, 2023 1:55 PM
To: BryonAnn Green <BryonAnn.Green@ag.idaho.gov>
Subject: FW: Records request - Alliance Defending Freedom representation

Good afternoon,

When you have an opportunity, can you please send me copies of all of the ADF contracts as well as the signed SDAG appointments and letters forwarding the appointments?

Thank you!



Yvonne Dunbar | Division Chief
State General Counsel & Fair Hearings Division
Office of the Attorney General | State of Idaho
O: 208-854-8086 | W: ag.idaho.gov

From: Daniel Estes <Daniel.Estes@ag.idaho.gov>
Sent: Friday, November 17, 2023 1:34 PM
To: Yvonne Dunbar <Yvonne.Dunbar@ag.idaho.gov>
Cc: Haline Anderson <Haline.Anderson@ag.idaho.gov>
Subject: FW: Records request - Alliance Defending Freedom representation

Hi Folks,

A PRR came in last night from Kyle Pfannenstiel at the Idaho Capital Sun. Due date would be...
Tuesday, November 21st.

Thanks so much!

-Dan



Dan Estes | Public Information Officer
Attorney General Raúl R. Labrador
Office of the Attorney General | State of Idaho
O: 208-334-4112 | C: 208-996-4491 | W: ag.idaho.gov

From: Kyle Pfannenstiel <kpfann@idahocapitalsun.com>
Sent: Thursday, November 16, 2023 4:48 PM
To: Daniel Estes <Daniel.Estes@ag.idaho.gov>
Subject: Fwd: Records request - Alliance Defending Freedom representation

You don't often get email from kpfann@idahocapitalsun.com. [Learn why this is important](#)

----- Forwarded message -----

From: **Kyle Pfannenstiel** <kpfann@idahocapitalsun.com>
Date: Thu, Nov 16, 2023 at 4:36 PM
Subject: Records request - Alliance Defending Freedom representation
To: <phil.skinner@ag.idaho.gov>

Hi Phil,

I'm filing a public records request for a contract and/or document outlining the appointment of attorneys with the Alliance Defending Freedom as special deputy attorneys general, which could include appointments for Lincoln Davis Wilson and John J. Bursch.

Please let me know if I can clarify any aspects of my request.

Thanks,

--

Kyle Pfannenstiel
Reporter | [Idaho Capital Sun](http://IdahoCapitalSun.com)

(208) 329-8947 | kpfann@idahocapitalsun.com

he/him

--

Kyle Pfannenstiel

Reporter | [Idaho Capital Sun](https://www.idahocapitalsun.com)

(208) 329-8947 | kpfann@idahocapitalsun.com

he/him

From: [Daniel Estes](#)
To: [Chris Geidner](#)
Subject: Public Records Request
Date: Friday, December 8, 2023 4:03:00 PM
Attachments: [CK 2023.11.15 Idaho EMTALA Engagement Letter - final signed.pdf](#)
[image001.png](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)
[Cooper Kirk - Idaho Engagement Letter.pdf](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)

Hi Chris,

Here are the documents for your Public Records Request. Please let me know if you have any questions.

Best regards,

Dan



Dan Estes | Public Information Officer

Attorney General Raúl R. Labrador

Office of the Attorney General | State of Idaho

O: 208-334-4112 | C: 208-996-4491 | W: ag.idaho.gov

From: [Daniel Estes](#)
To: [Stevenson, Ian](#)
Subject: Public Records Request #2
Date: Friday, December 8, 2023 4:00:00 PM
Attachments: [CK 2023.11.15 Idaho EMTALA Engagement Letter - final signed.pdf](#)
[image001.png](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)
[Cooper Kirk - Idaho Engagement Letter.pdf](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)

Hi Ian,

Here are the documents for your second PRR for contracts and agreements between Cooper & Kirk, Alliance Defending Freedom, and the Idaho Attorney General's Office. I'll try to get the first one over to you on Monday.

Best,
Dan



Dan Estes | Public Information Officer
Attorney General Raúl R. Labrador
Office of the Attorney General | State of Idaho
O: 208-334-4112 | C: 208-996-4491 | W: ag.idaho.gov

From: [Kamala Reeve](#)
To: [Stevenson, Ian](#)
Subject: Response to 01172024 Public Records Request
Date: Friday, January 26, 2024 11:52:00 AM
Attachments: [Final Response Stevenson 01172024.pdf](#)
[image001.png](#)
[Roe v. Critchfield1_ADF Contract of Legal Representation.pdf](#)
[ADF 20231115_U.S. v. Idaho Contract_signed.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation_signed.pdf](#)
[CK 2023.11.15 Idaho EMTALA Engagement Letter - final_signed.pdf](#)
[Legal Services Agreement - Schaerr \(signed by GS\).pdf](#)

Good afternoon,

Attached you will find our office response to your Public Records Request along with responsive documents. If you have any questions feel free to reach out.



Kami Reeve | Public Information Specialist
Attorney General Raúl Labrador
Office of the Attorney General | State of Idaho
O: 208-334-2400 | W: ag.idaho.gov

From: [Daniel Estes](#)
To: [Haline Anderson](#); [Kamala Reeve](#)
Subject: FW: Public Records Requests
Date: Thursday, January 25, 2024 10:21:00 AM
Attachments: [Fwd Public Records Request.msg](#)
[image001.png](#)
[2nd public records request.msg](#)
[Public records request.msg](#)
[Records request - US Supreme Court case.msg](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)
[CK 2023.11.15 Idaho EMTALA Engagement Letter - final signed.pdf](#)
[Cooper Kirk - Idaho Engagement Letter.pdf](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)
[PRR - Maldonado.pdf](#)
[SDAG Bill Guideline Memo - Cooper Kirk.pdf](#)
[SDAG Billing Guidelines for Cooper Kirk.pdf](#)
[Tiffany Gilman Letter PRR.pdf](#)
[Gilman Final Response.pdf](#)

Here is Kyle Pfannenstiel's request...which was a request for all other requests that were approved. The attachments have the ADF contracts that he initially was looking for and had been approved for release.

-Dan

From: Daniel Estes
Sent: Tuesday, December 12, 2023 2:41 PM
To: Kyle Pfannenstiel <kpfann@idahocapitalsun.com>
Subject: Public Records Requests

Hi Kyle,

Thanks for the phone call earlier, and for your patience in me getting these back to you. Attached, please find the Public Records Requests themselves (excluding your own), and the documents that were compiled. I am still compiling one of the requests that asks for all tort claims filed against the AG between September 1 and November 24, and I will likely send that to you at the same time it goes to the requestor. Again, thanks for your patience. We'll get this process ironed out quickly as I learn the ropes.

Best regards and safe travels over to Idaho Falls for the holiday!

-Dan



Dan Estes | Public Information Officer
Attorney General Raúl R. Labrador
Office of the Attorney General | State of Idaho
O: 208-334-4112 | C: 208-996-4491 | W: ag.idaho.gov

From: [Daniel Estes](#)
To: [Kyle Pfannenstiel](#)
Subject: Public Records Requests
Date: Tuesday, December 12, 2023 2:40:00 PM
Attachments: [Fwd Public Records Request.msg](#)
[image001.png](#)
[2nd public records request.msg](#)
[Public records request.msg](#)
[Records request - US Supreme Court case.msg](#)
[ADF 20231115 U.S. v. Idaho Contract signed.pdf](#)
[ADF State of Washington v. FDA Contract of Legal Representation signed.pdf](#)
[CK 2023.11.15 Idaho EMTALA Engagement Letter - final signed.pdf](#)
[Cooper Kirk - Idaho Engagement Letter.pdf](#)
[Roe v. Critchfield1 ADF Contract of Legal Representation.pdf](#)
[PRR - Maldonado.pdf](#)
[SDAG Bill Guideline Memo - Cooper Kirk.pdf](#)
[SDAG Billing Guidelines for Cooper Kirk.pdf](#)
[Tiffany Gilman Letter PRR.pdf](#)
[Gilman Final Response.pdf](#)

Hi Kyle,

Thanks for the phone call earlier, and for your patience in me getting these back to you. Attached, please find the Public Records Requests themselves (excluding your own), and the documents that were compiled. I am still compiling one of the requests that asks for all tort claims filed against the AG between September 1 and November 24, and I will likely send that to you at the same time it goes to the requestor. Again, thanks for your patience. We'll get this process ironed out quickly as I learn the ropes.

Best regards and safe travels over to Idaho Falls for the holiday!

-Dan



Dan Estes | Public Information Officer
Attorney General Raúl R. Labrador
Office of the Attorney General | State of Idaho
O: 208-334-4112 | C: 208-996-4491 | W: ag.idaho.gov



April 30, 2024

VIA EMAIL

Office of the Idaho Attorney General
Attn: Public Records Custodian
700 W. Jefferson Street, Suite 210
P.O. Box 83720
Boise, Idaho 83720
kamala.reeve@ag.idaho.gov

Re: Public Records Act Request

Dear Public Records Custodian:

Pursuant to Idaho's Public Records Act, as codified at Chapter 1 of Title 74 of the Idaho Code, I.C. T. 74, Ch. 1, American Oversight makes the following request for records.

Requested Records

Pursuant to Section 74-103(1) of the Idaho Code, American Oversight requests that the Office of the Idaho Attorney General produce the following records within three working days, or, if a longer period of time is needed and American Oversight is so notified, within ten working days:

1. Complete copies (including any attachments) of any contract, formal or informal agreement, statement of work, memorandum of understanding, or other written agreement between (a) Attorney General Raúl Labrador, Attorney General Lawrence Wasden, and/or the Office of the Idaho Attorney General, and (b) Alliance Defending Freedom.
2. Complete copies (including any attachments) of any invoice received from or records reflecting any payment made to Alliance Defending Freedom.

For both parts of this request, provide all responsive records from June 1, 2022, through the date the search is conducted.

Please notify American Oversight of any anticipated fees or costs in excess of \$100 prior to incurring such costs or fee.

Guidance Regarding the Search & Processing of Requested Records

In connection with its request for records, American Oversight provides the following guidance regarding the scope of the records sought and the search and processing of records:



- Please search all locations and systems likely to have responsive records, regardless of format, medium, or physical characteristics.
- In conducting your search, please understand the terms “record,” “document,” and “information” in their broadest sense, to include any written, typed, recorded, graphic, printed, or audio material of any kind. We seek records of any kind, including electronic records, audiotapes, videotapes, and photographs, as well as letters, emails, facsimiles, telephone messages, voice mail messages and transcripts, notes, or minutes of any meetings, telephone conversations or discussions.
- Our request for records includes any attachments to those records or other materials enclosed with those records when they were previously transmitted. To the extent that an email is responsive to our request, our request includes all prior messages sent or received in that email chain, as well as any attachments to the email.
- Please search all relevant records or systems containing records regarding agency business. Do not exclude records regarding agency business contained in files, email accounts, or devices in the personal custody of your officials, such as personal email accounts or text messages. Records of official business conducted using unofficial systems or stored outside of official files are subject to Idaho’s Public Records Act if they were “prepared” by your agency, including by an employee of your agency.¹
- In the event some portions of the requested records are properly exempt from disclosure, please disclose any reasonably segregable non-exempt portions of the requested records.² If a request is denied in whole, please state specifically why it is not reasonable to segregate portions of the record for release.
- Please take appropriate steps to ensure that records responsive to this request are not deleted by the agency before the completion of processing for this request. If records potentially responsive to this request are likely to be located on systems where they are subject to potential deletion, including on a scheduled basis, please take steps to prevent that deletion, including, as appropriate, by instituting a litigation hold on those records.

If you have any questions regarding how to construe this request for records or believe that further discussions regarding search and processing would facilitate a more efficient production of records of interest to American Oversight, please do not hesitate to contact American Oversight to discuss this request. American Oversight welcomes an opportunity to discuss its request with you before you undertake your search or incur search or duplication costs. By working together at the outset, American Oversight and

¹ See I.C. § 74-101(13); *cf. Cowles Pub. Co. v. Kootenai Cty. Bd. of Cty. Comm’rs*, 144 Idaho 259, 263 (2007).

² I.C. § 74-112.

your agency can decrease the likelihood of costly and time-consuming litigation in the future.

Where possible, please provide responsive material in an electronic format by email. Alternatively, please provide responsive material in native format or in PDF format on a USB drive. Please send any responsive material being sent by mail to American Oversight, 1030 15th Street NW, Suite B255, Washington, DC 20005. If it will accelerate release of responsive records to American Oversight, please also provide responsive material on a rolling basis.

Conclusion

American Oversight is a 501(c)(3) nonprofit with the mission to promote transparency in government, to educate the public about government activities, and to ensure the accountability of government officials. American Oversight uses the information gathered, and its analysis of it, to educate the public through reports, press releases, or other media. American Oversight also makes materials it gathers available on its public website and promotes their availability on social media platforms, such as Facebook and Twitter.³

We share a common mission to promote transparency in government. American Oversight looks forward to working with your agency on this request. If you do not understand any part of this request, please contact Loree Stark at records@americanoversight.org or (304) 913-6114.

Sincerely,

/s/ Loree Stark

Loree Stark
on behalf of
American Oversight

³ American Oversight currently has approximately 16,000 followers on Facebook and 111,200 followers on Twitter. American Oversight, Facebook, <https://www.facebook.com/weareoversight/> (last visited Apr. 23, 2024); American Oversight (@weareoversight), Twitter, <https://twitter.com/weareoversight> (last visited Apr. 23, 2024).



Alliance Defending Freedom Contract of Legal Representation

1. Alliance Defending Freedom (“ADF”) is a civil liberties education and legal defense organization that provides legal representation.
2. I, Raul Labrador, in my official capacity as Idaho Attorney General (hereinafter “Client”) having full authority to enter into this Contract, do hereby retain ADF, including ADF staff attorneys and such other attorneys as ADF may ally with to assist in this matter to provide legal representation (“Representation”) in connection with the matter described below (the “Matter”).
3. The Matter concerns defending the Client in *Roe v. Critchfield* before the U.S. Court of Appeals for the Ninth Circuit and in potential future appeals before the U.S. Supreme Court.
4. This Representation extends to any additional opposing party or parties that may be added later to the extent necessary to represent fully Client’s defenses arising from the same set of circumstances giving rise to the Matter.
5. ADF will provide Representation concerning the Matter without charge and will cover its travel expenses, admission fees, copying charges, and mailing expenses. Client will cover all other costs associated with litigating this matter.
6. Client understands that ADF will retain or destroy files related to this Representation in accordance with the Client File policy attached as Exhibit A, which is incorporated herein by reference.
7. Client will be truthful at all times and reveal to ADF all information necessary and relevant to the Representation and shall fully cooperate in all legal proceedings, including preserving evidence as described in Exhibit B, Litigation Hold Notice. If ADF believes, in its sole judgment, that the Client is not cooperating fully in the Representation, the Client agrees that ADF and the participating attorneys allied with ADF may withdraw from the Matter in accordance with applicable rules of professional conduct.
8. ADF does not currently anticipate any conflict between Client’s objectives in this Matter and its own strategic objectives. In the event a conflict arises, and Client is unwilling to waive the conflict in writing, ADF will seek to withdraw from this Matter in accordance with the applicable rules of professional conduct.

9. ADF represents only the specific Client in this Matter, and its representation does not extend and shall not be deemed to extend to any other affiliate, division, agency, or official of the State of Idaho, or any person or entity other than Client absent ADF's written agreement. ADF represents many other clients in lawsuits against state and local governments, universities, school districts, and schools, and it is possible that during the time ADF is representing Client in this Matter, some of ADF's current or future clients will have disputes with the State of Idaho or local governments, universities, school districts, or schools in Idaho. Client agrees that ADF may in the future undertake to represent existing or new clients in any matter, including litigation, so long as those matters are not substantially related to ADF's work for Client in this Matter and so long as no information obtained in this Matter is used against Client.
10. Client understands that the ethical rules governing the practice of law limit the ability of ADF to subsidize expenses associated with lawsuits and administrative proceedings. Therefore, Client agrees to pay ADF for any out of pocket costs and expenses incurred to pursue the Matter. However, ADF retains the right to forgive the reimbursement of costs and expenses if consistent with the ethical rules addressing pro bono public services. Additionally, Client understands that in some circumstances participating in a judicial proceeding may result in a settlement agreement or court order that calls for payments related to claims and/or certain costs or attorney's fees. Client understands that ADF cannot accept responsibility for any such fees, costs or awards imposed on Client by the court or agreed to in a settlement.
11. Client understands that ADF may seek attorney's fees and costs from the opposing party or parties via agreement or court or administrative body order to compensate for all attorney time, staff time, and costs expended with respect to the Representation. ADF and Client will split fees awarded pro rata based on each attorney's respective work.
12. Client understands that the Representation will include communication with the media, and that such communications may directly affect the success of the Representation. Client therefore agrees to consult with ADF regarding public statements related to the Representation and when interacting and communicating with the media.
13. Communications between ADF and Client are generally confidential and subject to attorney-client privilege, regardless of the method used. Neither Client nor ADF may be required to disclose attorney-client communication in discovery or at trial absent a waiver of the privilege. The privilege may be waived if the communications are disclosed to a third party. Accordingly, Client agrees not to disclose our communications to third parties, whether orally or by forwarding to or copying third parties on communications, without

first obtaining approval from ADF. Client will notify ADF in advance of responding to any public records request for communications relating to the Matter, and Client will do so sufficiently in advance of the response deadline to enable ADF to oppose or otherwise respond to such request.

14. Client understands that effective public advocacy may have a beneficial impact on the Representation as well as on the long-term consequences of the Matter. Client therefore agrees to cooperate as much as possible, upon the request of ADF, in the publicizing of non-privileged and non-confidential information relating to the Representation. Client agrees to allow ADF to use non-confidential information in materials intended to communicate with supporters of ADF and in furtherance of the mission of ADF.
15. The Client has had opportunity to seek independent legal counsel and seek clarification of any terms set forth in this Contract. The foregoing Contract is understood, accepted, and agreed to this 27th day of October 2023.

Alliance Defending Freedom

Client

John J Burch

John Burch
Sr. Counsel
VP of Appellate Advocacy

Date: 10/31/23

Raul R. Labrador

The Hon. Raul Labrador
Attorney General
State of Idaho

Date: 10/31/23