Dear Future Co-Plaintiff,

Alaskans For Constitutional Rights has retained legal services for a public interest lawsuit on behalf of Alaskan businesses and individuals harmed by recent Covid 19 related mandates. We have paid for initial legal research in the amount of nearly $10,000 and continue to fundraise for legal fees on your behalf. We are asking that each business or individual donate a minimum of $500 to continue this effort. In addition to your financial investment, if there are other ways you feel you can contribute to fundraising efforts, please contact Chandra Caffoy at alaskanconstitutionalists@gmail.com.

AFCR is vigorously pursuing fundraising efforts on your behalf and will continue to raise awareness of these egregious actions toward businesses and individuals across our state. We do not intend to abandon you and want you to understand that we are continuing to help with fundraising. While we are tirelessly working, we need your help! We feel strongly that support is gained when the public has a name to identify with, such as Kriner’s Diner. The outpouring of support for this small business was undeniable and we expect Alaskans want to get behind you with that same vigor. With that in mind, we are asking your permission to share with the public your relationship with AFCR. We would like them to know they are not donating to a nameless cause but to you and your business.

Your homework READ the Attorney Introduction Letter and then do the following:

- Sign and return the attorney Engagement Letter
- Sign and return AFCR Litigation Assistance/Coordination Agreement
- Sign and return Relationship Consent Form
- Sign and return form Indication of CoPlaintiff Request Form
- Forward all documentation, P&L, projected losses (to show proof of losses)
- Send a check of a minimum donation of $500 to: PO Box 616, Anchor Point, AK 99556 (please make checks payable to AKUSA with AFCR in the memo line)

Send ALL completed forms to Chandra Caffoy at alaskanconstitutionalists@gmail.com

The attorneys will reach out to you when they have questions. Please refrain from contacting them. If you need to reach them, please reach out to Chandra first, as she is their requested point of contact at this time.

Let’s help each other!

Thank you,

Chandra Caffoy
(on behalf of the many donating & working with AFCR)
Chandra Caffroy  
Alaskans For Constitutional Rights  
Ms. Caffroy:

Enclosed with this letter you will find an Engagement Letter that is intended to be signed by the individual claimants wishing to become part of the public interest lawsuit we have discussed. Please share this cover letter along with the Engagement Letter, as it includes important information.

1. Any person or business wishing to be part of the public interest lawsuit should sign the Engagement Letter. The intention is that Alaskans For Constitutional Rights will pay for legal services. Alternatively, that person or business can hire counsel of their choice, but will be responsible for their own legal expenses. If anyone hires independent counsel, they are encouraged to have their attorney(s) coordinate with our office.

2. The prospective client must also indicate whether he/she/it wishes to be named as a co-plaintiff in the lawsuit. Under our analysis, this is necessary if the client wishes to obtain a damages award for unconstitutional takings/ eminent domain (e.g., business shut down due to health mandates).

3. Before including the prospective client as a named co-plaintiff, we must review the prospective client’s documentation establishing the amount of their damages and/or viability of that claim for damages. Appropriate damages evidence includes P&L statements or other documentation that would allow us (and the court) to ascertain damages. **IT IS IMPORTANT TO GET THIS INFORMATION TOGETHER ASAP.**

4. As we discussed, our analysis of the public interest factors leads us to the conclusion that this matter would qualify as a public interest lawsuit. Public interest litigants are protected against adverse attorney fee awards. However, there is always a chance that the judge may disagree, in which case there may end up being an adverse attorney fee award. It is extremely important that each client understand this risk.

5. I am expressly prohibited from soliciting new clients, pursuant to Alaska Rule of Professional Conduct 7.3. Under my analysis of that Rule, I am also not permitted to instruct, or even encourage you to solicit clients for me. It is very important to me that I maintain my professional obligations while pursuing this course of action. While you should freely give the Engagement Letter to any person who has already signed up or expressed an interest in joining, it is unethical for me to ask you to search for additional parties. If anyone contacts...
you of their own volition and wishes to join, you may share this cover letter and Engagement Letter.

6. As Alaskans For Constitutional Rights is intended as the entity paying for legal services, I will need you to sign each of the Engagement Letters that prospective clients sign.

7. Before filing suit, I will need the current outstanding invoice paid current ($4,865.00), and an additional retainer of $10,000.00 deposited. I encourage you to seek funding from individuals wishing to sign up for the litigation.

Sincerely,

/ls/ Michael Rose
Michael Rose, Esq.
Attorney-at-Law
ENGAGEMENT LETTER

In compliance with Alaska Bar rules, this letter will serve as a written agreement for ongoing legal services (the "Agreement"). This Agreement is made between [client name or business], as "Client," and North Star Law Group, LLC, as "Attorney."

Please note that this Agreement is a modified version of Attorney’s standard fee agreement. We are requiring anyone wishing to sign up for a public interest lawsuit regarding health mandates related to COVID-19 to sign this Agreement. Signing this Agreement formally establishes an attorney-client relationship. The legal fees incurred will be covered by Alaskans For Constitutional Rights. As such, many of the provisions of this Agreement are not directly applicable, but are included here as a reference and for full transparency regardless.

1. LEGAL SERVICES: Client employs Attorney to represent Client for the purposes of bringing constitutional claims against appropriate government agencies, due to COVID-19 related health mandates. Attorney will NOT provide services to Client for any other purpose unless Attorney and Client sign a separate Fee Agreement.

2. RATES: It is understood between Attorney and Client that Attorney’s services for Client and other commonly-situated Clients will be paid by Alaskans For Constitutional Rights ("Guarantor"). Client will not be charged individually, unless Attorney and Client specifically contract otherwise. By way of disclosure and information, Attorney describes its rates as follows. All hourly rates are billed in increments of one-tenth of an hour, with a minimum increment of one-tenth. The hourly rates for legal services performed are as follows:

(a) Non-appellate work (partner): $300.
(b) Non-appellate work (associate attorney): $250.
(c) Appellate work (partner and associate attorney): $325.

Additionally, Attorney reserves the right to charge an "emergency premium" upon request of legal services on an expedited or emergent basis (emergency premium will not be charged if the reason for the emergency is entirely of the making of Attorney). That premium increases the hourly rate for non-appellate work to $450 (partner) and $375 (associate attorney). Paralegal services, if required, are generally billed at the rate of $150 per hour. All rates in this
paragraph are subject to change from time to time based on market value for legal services, at Attorney’s discretion. Attorney agrees not to increase its rate in the middle of representation on any particular matter; any rate change will apply only to future matters. Attorney agrees to give reasonable notice to Client of any rate change.

3. **COSTS:** Costs and out-of-pocket expenses incurred on Client’s behalf for the limited purposes of this Agreement will be paid by Guarantor. These costs may include court-required fees, excessive postage, copy costs or other costs incidental to the handling of this matter. Attorney shall obtain prior approval before retaining experts or incurring extraordinary expenses. If any single cost or expense will exceed $300, Attorney may make arrangements for that expense to be billed directly to Guarantor for payment or require pre-payment of the expense by Guarantor. In the event Attorney fronts any expense, Guarantor agrees to reimburse it for all such expenses reasonably incurred, or to make timely payment to the originators of the bills.

4. **RETAIEN AGREEMENT:** Client is not required to maintain a separate retainer from Guarantor’s retainer with Attorney. However, Attorney may terminate representation of Client if sufficient funds (to be determined within the sole discretion of Attorney) are not maintained in the retainer. By way of disclosure, retainers will be deposited in the Attorney’s Client Trust Account. The retainer shall remain in the Client Trust Account until termination of the representation. After termination of the representation, the retainer shall be returned to client after deducting all amounts necessary to pay unpaid invoices. The Client and its Guarantor intend that funds held in the retainer are not to be available to attachment by other creditors of Client or Guarantor.

5. **BILLING:** Monthly statements shall be submitted to Guarantor. Failure of Guarantor to pay monthly bills within 30 days of the statement date will permit Attorney, at Attorney’s election, after notice to Client, to terminate representation. If termination occurs, Client agrees and understands that the funds held on retainer shall be used to pay unpaid invoices. A late charge on the amounts past due for 60 days or more after the statement date may be assessed at the rate of 10.5% per year or the maximum legal interest allowable under Alaska Statutes, whichever is higher. Excess legal funds will be credited to Guarantor. Statements might not issue if no charges were incurred in a particular month, or if charges total less than $200.00.

6. **TERMINATION:** Client may terminate this Agreement and obtain substitute counsel at any time prior to the completion of this matter. Attorney shall be entitled to all amounts then owed. Attorney may terminate this Agreement if Guarantor fails to pay invoices in a timely manner, fails to replenish retainer funds upon request, or otherwise fails to cooperate with Attorney in any manner which affects its ability to prosecute a matter in a professional and ethical manner. Client agrees to cooperate fully with Attorney in its investigation of any matter, and to provide Attorney with originals or copies of all relevant
documents, invoices, or other materials at all relevant in order to pursue the matter on Client’s behalf.

7. ETHICAL REPRESENTATION: Attorney will not pursue any matter, course of action, or undertaking, which, in its professional judgment, will violate any known ethical rule, duty, statute or similar obligation. Attorney retains full rights to guide and determine the course of any litigation or action taken on behalf of Client to ensure that ethical responsibilities and obligations are complied with, and to cease representation of Client if in Attorney’s opinion such action is required in order to comply with those duties.

8. LITIGATION EXPOSURE: Client acknowledges and understands that, in any matter involving litigation, collections, or other adversarial proceedings, it may become liable to the court or to an adverse party for attorneys’ fees and/or costs awarded to the adverse party, or for sanctions or fines under certain circumstances. These circumstances include, but are not limited to: failure to succeed in prosecuting the claim or cause of action; failure to comply with court rules or court orders, including the obligation to timely and fully provide document discovery or disclosures; or failure to be considered the prevailing party. Client understands and agrees that it is responsible for payment of any of the amounts assessed or awarded by the court.

9. FILE RETENTION: Subject to any circumstances or events beyond Attorney’s control, and subject to the transfer of the files to another attorney at Client’s written request, Attorney agrees to retain all significant components of the files relative to Attorney’s representation of Client matters for a reasonable period following the conclusion of any matter. During such time, Attorney will afford Client reasonable access to such files. Attorney will deliver to Client the originals of any documents provided by Client at the time Attorney closes its files, or upon sooner request. It is understood that certain documents prepared by Attorney or contained in the file(s) may constitute Attorney work-product, are owned by Attorney, and cannot be transferred or released by Client to any third party without Attorney’s prior express consent.

10. WAIVER OF CONFLICT: In the event Client is signing this Agreement jointly with another client of Attorney, Client hereby waives any confidentiality and conflict of interest that may arise out of that joint representation.

11. NO TAX ADVICE: Attorney will not be providing tax advice in connection with any task, project, or dispute or the resolution thereof. Client agrees to seek independent legal or accounting advice for all tax-related issues which may arise.

12. CONTACT: In order to manage and reduce litigation expense as much as possible, Client agrees to contact Attorney only through Guarantor’s identified contact individuals, which it may change from time to time. Attorney’s updates to Client shall take place through Guarantor.
13. INTEGRATION, VENUE, ATTORNEYS' FEES: This Agreement constitutes the full and complete agreement between Attorney and Client with respect to representation of Client. The laws of the State of Alaska shall govern this Agreement. Sole venue for any action or legal proceeding shall be in the Third Judicial District in the State of Alaska, at Anchorage. Client agrees it is responsible for all reasonable attorney fees, costs, or other expenses paid as a result of its breach of this Agreement.

By signing below, I acknowledge reading and accepting the terms set forth above and agree to be bound by same.

ACCEPTED this _____ day of ____________________, 20__.

I, Client, indicate the following:

______ I wish to be named individually as a co-Plaintiff in a public interest lawsuit against the governmental agency(ies) issuing health mandates that have detrimentally affected me and/or my constitutional rights.

______ If I am claiming economic damages from the health mandates, I agree to provide to Attorney (through Guarantor) all of the necessary documentation to establish that claim.

Client Name (printed)  Client Name (signed)

____________________  ______________________

Date

____________________  ______________________

Address

____________________

City, State, Zip

____________________  ______________________

Phone number  Email Address

Accepted by:

____________________

Alaskans For Constitutional Rights
"Guarantor"

____________________

Attorney Name (printed)  North Star Law Group, LLC

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Litigation Assistance/Coordination Agreement
Alaskans For Constitutional Rights

Executed this __________ day of __________, 2020 between ____________________ ("Individual," which may be a natural citizen of Alaska or an entity doing business in Alaska) and Alaskans For Constitutional Rights ("AFCR") (collectively, "Parties").

The Parties agree to the following:

1. Individual wishes to be included in the public interest lawsuit anticipated by AFCR (the "Lawsuit", which shall include any appeals or other subsequent matters related to the lawsuit itself).
2. Individual wishes to be named as a party in the Lawsuit.
3. Individual understands that the legal fees for the Lawsuit will be paid by AFCR.
4. Individual understands that AFCR has hired North Star Law Group, LLC as its Attorney for the Lawsuit.
5. Individual agrees to contribute a minimum donation of $500.00 upon signing this Agreement.
6. Individual agrees and understands that, once the initial retainer funds with Attorney are exhausted, further legal fees for the Lawsuit will be required of Individual and all other Individuals joining the Lawsuit. AFCR will at that time require Individual and all other Individuals joining the Lawsuit to contribute an additional donation sufficient to replenish the retainer agreement with Attorney.
7. Individual agrees to sign an Engagement Letter with Attorney; such will create an attorney-client relationship and privilege between Individual and Attorney. Individual agrees to cooperate with Attorney and with AFCR to the extent necessary to prosecute the Lawsuit (including, for instance, providing documents at the request of Attorney, being available for contact at the request of Attorney).
8. If funds remain in Attorney’s retainer at the conclusion of the Lawsuit, those funds will be returned to Individual and all other Individuals joining the Lawsuit on a pro rata basis depending on the donations contributed by each Individual. AFCR will keep a ledger of all donations.
9. If AFCR and/or Individual and/or other Individuals joining the Lawsuit are awarded attorney’s fees as prevailing parties to the Lawsuit, those attorney’s fees, after first covering any outstanding fees from Attorney and any outstanding court costs, shall be distributed to Individual and all other Individuals joining the lawsuit on a pro rata basis depending on the donations contributed by each Individual.
10. While it is unlikely AFCR and/or Individual and/or other Individuals joining the Lawsuit will have an award of attorney’s fees against them, in the event that attorney’s fees are assessed against them, Individual and all other Individuals joining the Lawsuit agree to pay such attorney fee award on a per capita basis (for clarity, this means that each Individual will be responsible for paying an equal share of the attorney fee award).
11. In the event that AFCR and/or Individual successfully prevails on a claim resulting in a damages award on behalf of Individual, and other Individuals joining the Lawsuit also successfully prevail
on a claim(s) resulting in a damages award, any partial collection of that judgment or those judgments will be distributed on a pro rata basis depending on the amount of the relative judgments. For example, if Individual A obtains a judgment for $50,000.00 and Individual B obtains a judgment for $100,000.00, and then Attorney collects $90,000.00, that $90,000.00 will be distributed $30,000.00 to Individual A and $60,000.00 to Individual B. Because any prospective recovery at this time is expected against government entities, it is unlikely that there will be a partial collection, but rather the judgment will (likely) be paid in full.

I agree to the terms above:

Date: __________

________________________
Individual (signature)

________________________
Individual (printed name)

Date: __________

________________________
AFCR (signature)

________________________
AFCR (printed name)
Indication to be named as co-plaintiff of public interest lawsuit with North Star Law Group

I __________________________ owner of __________________________ would like to be named in the public interest lawsuit and wish to obtain a damages award for unconstitutional takings/ eminent domain (e.g. business shut down due to health mandates).

Signed

Date
Permission to Share Relationship with AFCR and Public Interest Lawsuit

I ___________________ owner of ___________________ give permission to Alaskans For Constitutional Rights to make public my relationship with them and my involvement as a named co-plaintiff in the public interest lawsuit with North Star Law Group.

AFCR will not disclose financials. All information disclosed will be to aid in fundraising and gaining support from the public.

Please note, once a suit has been filed in court, your relationship to and interest in this case will be public.

_________________________________________  __________
Signed                                      Date