



January 6, 2026

Pahrump Library District
701 East St.
Pahrump, NV 89048

Re: **Engagement Letter Authorizing Workplace Investigation**

Dear Board of Trustees,

I have been asked to conduct an independent investigation into allegations of unprofessional, unethical, and/or illegal workplace conditions existing at the Pahrump Community Library. This engagement letter is submitted for your consideration and sets forth the terms and scope of my representation. This will constitute a binding agreement between Sutton Law & Consulting Group (hereinafter, "Firm") and the Pahrump Library District (hereinafter, "Client") when accepted and executed by Client.

Scope of Representation

The Firm agrees to provide legal services to Client in the form of an impartial workplace investigation. The scope of the investigation will be to determine the facts related to the allegations made in the complaint(s) concerning alleged workplace misconduct. It is anticipated that the investigation will include interviews of the complainant(s), respondent(s), and any individuals identified as witnesses. All relevant documents, policies, tangible items, and applicable regulations will also be reviewed. Thereafter, unless otherwise directed, a report will be prepared documenting the results of the investigation. The report will set forth factual findings, and if requested, conclusions as to whether any personnel policy has been violated.

The Firm will provide Client, through its outside counsel, Rebecca Bruch, Esq., with a copy of the report but will not provide copies to either the complainant(s) or the respondent(s). Client, through its outside counsel, shall have sole discretion and the exclusive right to release copies of the report to the complainant(s) and/or the respondent(s) as permitted by Client's policies or applicable laws. All components of these investigative services will be protected by the attorney-client and work product privileges unless they are waived by Client.

If during the investigation, the Firm becomes aware of other potential claims that are outside the scope of this assignment, the Firm will inform Client through its outside counsel, Rebecca Bruch, Esq., but will not investigate those claims unless Client expressly directs, and only after this engagement letter is amended to expand the scope of the investigation or a separate written agreement is completed.

It is understood and agreed that the Firm will not act as an advocate for Client, the complainant(s), or the respondent(s). It is further understood and agreed that the Firm will not provide legal advice to Client with respect to what employment actions, if any, should be taken as a result of the investigative findings, nor will the Firm represent Client or the respondent(s) in any legal action or proceeding. To the extent it deems it necessary, Client shall utilize the services of in-house or





outside legal counsel for legal advice regarding the results of the investigation. The Firm will take all direction regarding this investigation from Rebecca Bruch, Esq.

Term and Termination

The term of this agreement will commence upon execution by Client, but the provisions will retroactively apply to any work performed by the Firm at Clients request prior to final execution. This agreement will conclude upon the delivery of the investigative report to Client through its outside counsel, Rebecca Bruch, Esq., unless terminated earlier as set forth immediately below.

Either party may terminate this agreement at any time without cause, subject to any ethical obligations applicable to the Firm. Termination shall be by written notice and shall be effective as of the date the non-terminating party receives such notice. If terminated by the Firm, all reasonable and practicable efforts will be made to protect Clients interests with respect to the matter that is the subject of this agreement. Should early termination occur pursuant to this paragraph, Client remains responsible for all fees and costs incurred by the Firm through the effective date of termination.

Client Responsibilities

Client's cooperation and assistance are vital to the timely completion of a full and fair investigation. Client agrees to take all reasonable steps necessary to ensure that all potential evidence, including but not limited to hard copy documents, electronically stored documents, e-mails, voice messages, text messages, and social media are preserved, including any electronic matter residing on personal devices of its employees, officers, and directors.

Client agrees to provide the Firm with access to its employees and other people within its control. Most interviews will be conducted remotely via video conference. If an interview must be conducted in person, the Firm may request Client's assistance in coordinating interviews and providing space for such interviews to take place. The Firm will confer with Client through its outside counsel, Rebecca Bruch, Esq., to reach agreement on the most suitable method for interviewing such witnesses, and any out-of-town travel must be preapproved by Client.

Client agrees to timely produce to the Firm all written materials, documents, and applicable policies in a timely manner and to advise the Firm of any change in contact information for any individual identified as an interviewee.

Fees and Costs

The investigation will be conducted by attorney Timothy B. Sutton, whose current billing rate is \$335.00 per hour. Fees are determined by multiplying the hourly rate above by the number of hours spent, measured in tenths of hours, or a fraction thereof. Billable fees apply to all time spent on the investigation, including, but not limited to, interviews, document review, personal and telephone conferences, preparing, analyzing, and reviewing correspondence and e-mails, preparing reports, and travel time to and from witness interviews and other meetings.





The total fees and costs will not exceed \$20,000.00 without further approval from Client. If that total sum is reached before the investigation is completed, the Firm will notify Client and provide an estimate for the remaining work necessary to complete the investigation. Client will have the option of terminating this agreement or authorizing the Firm to proceed.

Fees and costs will be billed at the conclusion of the investigation and will be documented by an itemized invoice stating the date of the work performed, a description of the work performed, and the amount of time spent on each item. Any costs included in the invoice will be itemized. Payment is expected within thirty days of the date of the invoice. No retainer is required.

If the Firm is required to provide testimony in any legal proceeding related to the subject matter of this investigation, Client will be billed at the applicable hourly billing rate for witness testimony, preparation time, travel time, and waiting time, without regard to the cap on fees stated immediately above. Client shall also be responsible for any costs incurred by the Firm for providing this service.

Choice of Law and Venue

This agreement will be governed and interpreted by the laws of the state of Nevada. The venue for resolution of any dispute between the Firm and Client, whether by mediation, arbitration, or litigation, shall be in Pahrump, Nye County, Nevada.

If the terms of this engagement letter are acceptable, please sign and return a copy to my office.

Sincerely,

Timothy B. Sutton, Esq.
Sutton Law & Consulting Group

Acknowledged and Agreed:

Pahrump Town Library Board

By: _____
Name: John Shewalter
Title: Chair
Date: _____

