

AGREEMENT
OF
STEVEN A. AVERY
AND
WALTER F. KELLY, S.C.
AND
GLYNN, FITZGERALD & ALBEE, S.C.

I. Introduction

Steven A. Avery ("the client"), by signing this agreement, retains Walter F. Kelly, S.C. and Glynn, Fitzgerald & Albee, S.C. ("the attorneys"), to advise and represent the client in the client's case ("the case") against Manitowoc County, former Manitowoc County Sheriff Thomas Kocourek, and any other persons who may be liable for the client's injuries and feasibly proceeded against ("the defendants"). By signing this agreement, the client and the attorneys agree that this agreement supercedes all prior agreements between them, and they agree to the following terms.

II. The Attorneys' Duties

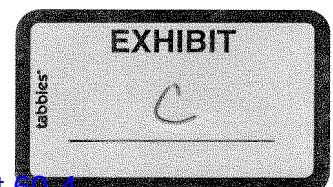
The attorneys will advise and represent the client in the case. This obligation extends through settlement, entry of judgment by a court, and interlocutory or regular appeal. Following either settlement or final judgment it shall not be necessary for the attorneys to perform any further services for the client without a new agreement.

III. The Client's Duties and Liabilities

A. The client agrees to provide all information and papers requested by the attorneys and to cooperate fully in any proceedings related to the case, including but not limited to attending scheduled meetings and hearings, answering interrogatories, appearing for depositions, and participating in judicial or other proceedings as may arise from time to time in the case. The client also agrees not to misrepresent or conceal any facts when communicating with the attorneys. The client agrees not to communicate with the court, with other parties to the case, or with the news media, without the attorneys' consent.

B. The client understands that if the defendants prevail in the case, the defendants may recover certain of their costs of litigation from the client.

C. If the defendants prevail and also demonstrate that the client's case was frivolous, or litigated in bad faith merely to harass or oppress the defendants, they may also recover their attorneys' fees from the client. The attorneys and the client agree that in their best judgment after reasonable investigation the case is meritorious, is not frivolous, and is not intended to harass or oppress the defendants.



IV. Termination of Representation

A. The Attorneys' Right to Withdraw

The attorneys may withdraw from representing the client if:

- 1) The client violates any of his duties in Section III (the previous section);
- 2) The client indicates an intention to give false testimony, or is found to have misrepresented or concealed facts;
- 3) The attorneys are required or authorized by law to withdraw from the client's case; or,
- 4) The client makes an economically unreasonable decision to reject a prospective settlement of the case.

The client and the attorneys are agreed at the outset that should it become possible to settle the case on reasonable terms, this course should be taken. They also agree that the reasonable settlement value of the case depends on the probability of winning and on the amount of damages that will likely be awarded. The client understands that perfect justice cannot be achieved in any legal system, that even cases that appear strong can often be lost, and that chance and the prejudices of judges and jurors affect the outcomes of trials. In one sense, the attorney-client relationship represents a partnership to achieve an economic result, and the "partnership" created by this agreement recognizes that there is no economic value in rejecting a reasonable prospective settlement in order to have its day in court.

If the attorneys withdraw, they will give the client reasonable advance notice in writing of their intentions.

B. The Client's Right to Discharge the Attorneys

The client may discharge the attorneys, or direct the attorneys to discontinue the case, at any time. If the attorneys have appeared as counsel of record for the client in any court they will promptly move for an order in accordance with the client's decision to discharge them or discontinue the case.

C. Payments Required Upon Termination

If the attorneys withdraw or the client discharges the attorneys, and the client then retains other counsel to handle the case, the client will pay the attorneys such fees as are permitted by the law of Wisconsin and the terms of this agreement.

V. Costs and Disbursements

The attorneys will pay the expenses, costs and disbursements of the client's case by advancing them, and the expenses, costs and disbursements will be deducted from the proceeds of any recovery.

VI. Payments Required When the Case is Finished

A. Litigation Expenses

The attorneys will have discretion to incur litigation and other out-of-pocket expenses and disbursements in the prosecution of the case. If there is a recovery in the case, the client is responsible for such expenses and disbursements out of the client's share of the recovery. If there is no recovery, the client is not responsible for these expenses and disbursements. These expenses and disbursements include (but are not limited to) such items as the fees paid to courts, court reporters, lay and expert witnesses, investigators and process servers, the attorneys' travel expenses, long distance telephone, facsimile transmission and photocopying charges, courier or messenger service, computer database access charges, and the cost of special exhibits, demonstrative evidence and supplies purchased for the case.

B. Attorneys' Fees

- 1) The client understands that, given the financial means, the client could retain the attorneys to represent the client by paying all litigation expenses as they are incurred, and by compensating the attorneys on a monthly basis at the attorneys' regular hourly rates. The client expressly declines to do so, lacking the financial means, and chooses the terms of this agreement instead.
- 2) Any settlement offer of a fixed sum which includes a division proposed by the offering defendants between damages and attorneys' fees shall be treated by the client and the attorneys as the offer of a single sum of money, and the division of the offer by the offeror into damages and attorneys' fees shall be completely disregarded by the client and the attorneys. If such an offer is accepted, it shall be treated as the recovery of a single sum of money to be apportioned between the client and the attorneys according to this agreement.
- 3) The client recognizes that a separate recovery of fees, costs, expenses and disbursements could be larger than the recovery of damages for the client, and that after a certain point in time accrued attorneys' fees, costs, expenses and disbursements could become a larger component of the settlement value of the case than the client's prospective damages award.
- 4) If the case results in a recovery, whether by settlement or judgment, the attorneys' fees shall be contingent fees as follows:

- (A) Thirty-three and one-third percent (33-1/3%) of the recovery if it is recovered more than one month prior to scheduled trial of the case, unless an interlocutory appeal has occurred, in which event the contingent fee shall increase to forty percent (40%) of the recovery for the period preceding one month prior to scheduled trial;
 - (B) Forty percent (40%) of the recovery if it is recovered later than one month prior to scheduled trial of the case and prior to any non-interlocutory appeal, unless an interlocutory appeal has occurred, in which event the contingent fee shall increase to forty-two percent (42%) of the recovery later than one month prior to scheduled trial of the case and prior to any non-interlocutory appeal;
 - (C) Forty-five percent (45%) of the recovery if it is recovered during or after a non-interlocutory appeal.
- 5) In the event that the attorneys recover for the client a sum of money, the attorneys' fees for their services shall be paid immediately out of this sum, even if a separate recovery of attorneys' fees is contemplated. If, after recovery of damages, the attorneys secure a separate recovery of attorneys' fees, costs, expenses and disbursements, this separate recovery shall be refunded to the client to the extent that the sum of this separate recovery and any attorneys' fees, costs, expenses and disbursements previously paid exceeds the attorneys' fees, costs expenses and disbursements as defined above.

VII. Assignment and Lien

- 1) The client hereby assigns to the attorneys all rights and interests the client may have in any claims against the defendants for costs, expenses, disbursements and attorneys' fees based on the attorneys' work.
- 2) The client expressly authorizes the attorneys to prosecute any such claim for attorneys' fees, costs, expenses and disbursements in their own names.
- 3) The client expressly authorizes the attorneys' share of any recovery to be paid directly to the attorneys by the defendants.
- 4) The client hereby gives the attorneys a continuing lien on the client's claim and the proceeds thereof for the amount of the attorneys' fees, costs, expenses and disbursements for which the client is obligated under this agreement pursuant to Section 757.36 of the Wisconsin Statutes.

VIII. Confidentiality

The client understands that the attorneys may consult with other attorneys, experts in other fields, investigators and others concerning the case. The client authorizes the attorneys to consult with such persons and to divulge to them such privileged information as is necessary to enable them to assist the attorneys in connection with the case.

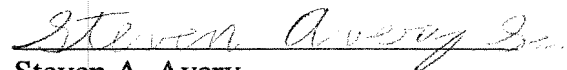
IX. Settlement of the Case

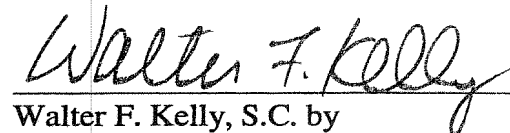
The client has the right at law to make all decisions regarding the settlement of the case, and the attorneys will not settle the case on the client's behalf without the client's prior authorization. If the client settles the case, even after the termination of representation, the client will inform the attorneys at the earliest possible moment.

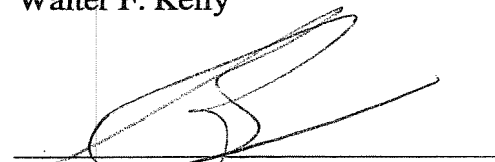
X. Conclusion

By signing this agreement, the client and the attorneys signify that they have read and understand its terms, and that they agree to be bound by it.

Dated this 26th day of 4 - April, 2004 at Milwaukee, Wisconsin.


Steven A. Avery


Walter F. Kelly, S.C. by
Walter F. Kelly


Glynn, Fitzgerald & Albee, S.C. by
Stephen M. Glynn