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**ATTORNEY CLIENT CORRESPONDENCE
PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

February 18, 2006

By Hand Delivery

Steven **A.** Avery
c/o Calumet County Jail
206 Court Street
Chilton, WI 53014

Re: ***State of Wisconsin v. Steven D. Avery***
Manitowoc County Case No. 2005 CF 381

Dear Steven:

You have asked me to represent you in defending charges which are currently pending in the Circuit Court for Manitowoc County, Wisconsin. The purpose of this letter is to explain the terms of my firm's engagement.

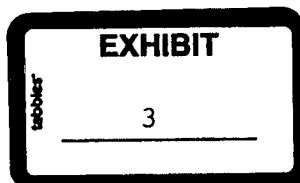
ENGAGEMENT OF HURLEY, BURISH & STANTON, S.C.

Any fee agreement must be of my firm, Hurley, Burish & Stanton, S.C. I am the attorney who will be assigned the case and, barring any unforeseen circumstances, will represent you. In the course of your defense, I may assign tasks to others within the firm or consult with others.

For example, law clerks may perform some research; our other associates may draft documents or appear for routine non-substantive motions (e.g., a Motion for Discovery); or I may consult with one of the partners. My billing rate is \$300.00 per hour (exclusive of costs). The billing rates of the associates and our law clerks are less.

MINIMUM FLAT FEE

As we have previously discussed, it is customary and appropriate, in criminal matters, for a



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HURLEY, BURISH & STANTON, S.C.

Steven D. Avery
February 18, 2006
Page 2

**ATTORNEY CLIENT CORRESPONDENCE
PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

minimum flat fee to be charged in advance of representation. You have agreed to pay a minimum flat fee of \$220,000.00, to hire our firm for your defense.

The minimum flat fee is a minimum fee in consideration of our representation of you. Whether this fee will suffice to cover attorney fees from now through the termination of litigation in the trial court is unknown. However, this amount would not cover the costs and attorney fees of an appeal or a retrial should either be necessary.

In addition to attorney fees, the minimum flat fee will cover some routine costs such as postage, telephone expenses, charges for photocopying, subpoenas, and witness fees (if travel for witnesses is not extraordinary).

The minimum flat fee amount represents our best present estimate of the foreseeable cost of your defense. It is possible, however, that your defense could cost a sum in excess of the fee even without going to trial. If your defense exceeds the minimum flat fee we have agreed that before proceeding further we will review the firm's attorney fees to determine whether any additional advance of fees is necessary. However, in entering into this agreement you are guaranteeing the payment of such fees should they become necessary. Should you decide not to pay additional fees or to not proceed any further, you hereby grant permission to the firm to withdraw from the case and to provide no further legal services to you.

Our fees take into consideration a number of factors and are not solely a function of the hours of work performed. These considerations include, but are not limited to, the following: the difficulty of your case; the seriousness of the charges and/or the potential charges; the amount of work ordinarily involved in a case of this nature; the possibility your representation may preclude the firm from accepting other clients or cases; the firm's inability to accept other cases because of the time, energy and resources devoted to your representation; the results which you hope to achieve; and the experience, reputation and expertise of myself, the firm, and its attorneys.

I do not anticipate that at the conclusion of the matter there would be any unused portion of the fee. The fee is a minimum fee for the completion of our work on the case. The fee, upon payment, becomes the property of the firm. No portion of the fee will be held in trust on your behalf with an intent to refund it once the matter is resolved. However, I may decide to refund part of the fee if, after the matter is concluded and I have reviewed the billing status, I feel that a refund is called for.

Steven D. Avery
February 18, 2006
Page 3

**ATTORNEY CLIENT CORRESPONDENCE
PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

EXPENSES

In addition to the minimum flat fee paid for attorney's services, there will be fees for expert witnesses, for investigators, for polygraph examinations or for psychological evaluations. These expenses are your responsibility to pay over and above attorney's fees. You have agreed to advance the sum of \$20,000.00 to be used by our firm for such expenses. This money will be deposited in my firm's trust account to cover costs and expenses. The monies will cover and expenses which include, but are not limited to: costs of hiring an investigator or experts; costs of obtaining medical records or other records; extraordinary copying or telephone costs; travel; videotaping services; depositions; transcripts; and extraordinary subpoena or witness fees. This money will be held in trust on your behalf and, if it is not used, will be returned to you. The firm may use the funds held in trust for your benefit in the best judgment of the firm, with periodic consultation with you, and shall provide an accounting to you of all such disbursements upon your request. Further, as part of this agreement, you have agreed to be responsible for these expenses in the event that they exceed \$20,000.00 and to provide such funds as needed throughout the process of the case. You further agree that, should there be insufficient funds in the trust account to cover costs and disbursements, and should the firm pre-pay any such costs and disbursements, you shall pay the firm for such costs and disbursements in addition to any minimum flat fee regardless of the outcome of the matter.

CONSULTATIONS

It is my and the firm's policy to consult with clients about defense strategy, and to keep them apprised of any developments in the case. Certain decisions that may arise will always be yours to make: for example, whether to accept a grant of immunity or a plea agreement (if offered by the State), whether to waive a trial by jury, or whether to testify at trial. Most other decisions, especially those involving trial strategy, will be made by me and, whenever possible, after consultation with you.

As a part of our work on your case we may consult, from time to time, with other attorneys outside of this firm about your case. Because such consultations often assist in our case preparation and in making decisions on strategy, you hereby authorize us to do so, so long as such consultations remain confidential.

DEFAULT AND WITHDRAWAL

We reserve the right to withdraw from our representation if you fail to cooperate with us, or if any

HURLEY, BURISH & STANTON, S.C.

Steven D. Avery
February 18, 2006
Page 4

**ATTORNEY CLIENT CORRESPONDENCE
PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

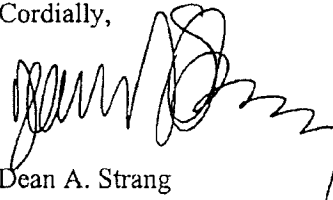
fact or circumstance develops which would, in our view, render our continuing representation unlawful or unethical. We are entitled to be paid for all services rendered and costs and expenses paid or incurred in the representation to the date of withdrawal. We also reserve the right to discontinue our representation if billed amounts are not paid when due.

You further agree that this firm has the right to withdraw as counsel upon timely written notice provided by the firm. If the firm does withdraw, it shall do so in a manner consistent with the firm's ethical and professional responsibilities.

CONCLUSION

If the terms of this agreement are acceptable to you, please sign both this original and the copy of the letter and return one to my office with your fee, keeping the other letter for your files.

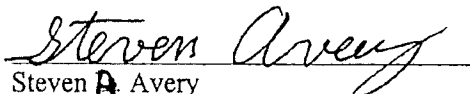
Cordially,



Dean A. Strang

ACCEPTANCE

I have read this letter and understand it. I ask the firm of Hurley, Burish & Stanton, S.C., to represent me in the defense of the pending charges in the Circuit Court for Manitowoc County, Wisconsin, Case No. 2005-CF-381, according to this letter. I agree to pay Hurley, Burish & Stanton, S.C. a fee of \$220,000.00. I also agree to pay deposit \$20,000.00 in the firm's trust account as a partial payment for expenses and the fees of investigators and expert witnesses.


Steven D. Avery