

CIVIL RIGHTS RETAINER AGREEMENT

November 28, 2007

Client Name:

Re: Retainer Agreement — Incident of

Dear _____ :

Thank you for requesting that we represent you in regards to the incident involving (insert name of Police agency) on _____. The terms of our agreement for representation and compensation are as follows:

1. By signing this letter agreement, you are retaining and employing Williamson & Krauss as your attorneys to prosecute any claims for damages you may have against (Name of Entity) and the involved officers arising from the foregoing situation. You are thereby empowering Williamson & Krauss to assert such claims and file such legal actions as we may deem advisable or appropriate under the circumstances.

2. We are representing you for a contingency fee. This means that you will not owe us any fees for our services unless we recover money on your behalf. The amount of your contingency fee will be the greater of:

- (a) Forty percent (40%) of all sums recovered on your behalf.
- (b) An amount equal to Williamson & Krauss's regular hourly rates for matters of this nature times the number of hours spent by the attorneys and legal assistants plus fifteen percent of the balance.
- (c) An amount equal to all court-awarded attorney's fees plus fifteen percent of all other sums recovered.

You understand that by electing to represent you for a contingency fee, Williamson & Krauss is undertaking the financial risk of this difficult and uncertain litigation. In lieu of the contingency fee provided by this agreement, you may elect to undertake the risk by agreeing to pay us our regular hourly rates on monthly billing.

3. We will not be responsible for any appeal absent a new agreement to prosecute an appeal on your behalf.

4. During the litigation of this matter, the court may award monetary sanctions to compensate us for extraordinary time spent to compel the opposing side to do what it is required, but refuses, to do. Such awards are not part of any recovery made on your behalf and belong solely to us.

5. You are required to pay the expenses of litigation, items such as filing fees, court reporter billings and copying charges, as they become due. If you are unable to do so, we may choose to pay such costs ourselves. We will be entitled to reimbursement of our advances from the gross recovery in addition to the contingency fee to which we are entitled pursuant to this fee agreement.

6. We are hereby given a lien on your claim and cause of action, and on any sum recovered by way of settlement or judgment for costs advanced and attorney's fees.

7. We may, in our discretion, employ medical experts and other technical experts whose expertise might further the successful prosecution of your claim, to examine and report on the facts of the case. We may also, in our discretion, employ outside investigators to look into the circumstances giving rise to your claim. All such experts and investigators report to us. You must cooperate as needed with such experts and investigators. Fees charged by such experts and investigators are out-of-pocket costs covered by paragraph 5, above, which may be advanced by us and charged against any recovery on the claim as advanced costs.

8. We may employ or associate additional lawyers who are not members of our firm to assist in the prosecution of your claim. If we do so, their time will be treated the same as if they were members of our firm for the purpose of this agreement.

9. If we succeed in recovering money on your behalf, we will deposit the funds in our client trust account, which is maintained in conjunction with the rules of the State Bar. For convenience, you agree that we can endorse, on your behalf, any settlement draft, but only for deposit into our client trust account. Before we disburse any funds therefrom, we will provide you an accounting of all sums to be paid from the recovery, and you will be provided the opportunity to approve or disapprove them. All undisputed sums will thereafter be disbursed forthwith, with all disputed sums held in trust until the matter is resolved.

10. By entering into this agreement with you, we are not making (and we will not be making) any warranties or representations to you concerning the outcome of your claims, and we do not guarantee that you will obtain any recovery or reimbursement for any costs expended by you in connection with the prosecution of your claim. Any statements we may make relating to the merits of your claim are statements of opinion only. Moreover, as we continue to investigate and develop the facts in your case, we may, either before or after filing suit, determine that we are no longer willing to go forward with the case. We may, accordingly, withdraw from representation of you at any time we deem appropriate so long as we do so in a manner that does not violate the applicable rules or unduly prejudice you.

11. You retain the legal right to discharge us as your attorneys at any time. If you discharge us during the pendency of this agreement, you will remain obligated to pay us that portion of the contingency fee due under Paragraph 2 of this agreement equal to the share of the total attorney work on the case that Williamson & Krauss performed up to the time of our discharge. By signing this agreement, you hereby agree that the reasonable amount of such fee shall be presumed to be at least the amount of our regular hourly rates times the number of hours worked.

12. The fee upon which we have agreed is not set by law but is negotiable between us.

13. You must keep us informed as to your whereabouts and the status of your injuries and other damages at all times during the pendency of this matter. You must cooperate in all respects when requested to do by this office. We will deem any substantial failure by you to conform to the requirements of this paragraph a breach of this agreement which relieves us of all obligations hereunder.

14. By law, the files in this matter belong to you. We will be happy to provide you with whatever copies you request during the pendency of our representation. At the conclusion of our representation, we will maintain the original or a copy of the file. You hereby agree that we may routinely destroy such files after seven years.

15. We have discussed with you that we may have a conflict of interest in representing you as well as other members of your family with regard to this matter. You may want to consult independent counsel regarding a potential conflict. By signing this fee agreement you represent that you are knowingly waiving any such conflict of interest, and that your consent to our representation under these circumstances is made on an informed basis. We may be negotiating a lump sum settlement for all your claims. If we do obtain a lump sum for your claims, you hereby consent to our allocating the recovery among you on an equitable basis and in our sole discretion.

16. This agreement comprises the entire contract between us, and is to be construed pursuant to the laws of the State of California.

Please review the foregoing terms. If you agree to them, please sign the original and the enclosed copy of the letter where indicated. Please keep the original and return the copy to us for our records. We look forward to working with you on this matter and sincerely hope that together we succeed in achieving all your objectives. We sincerely appreciate your confidence in us.

Very truly yours,

WILLIAMSON & KRAUSS

PETER M. WILLIAMSON, Esq.

I accept the foregoing retainer agreement and acknowledge receipt of the original retainer agreement, signed by all parties, this _____ day of _____, 2008.

CLIENT