

GINGRAS, CATES & LUEBKE, S.C.

"WE'LL BE WITH YOU EVERY STEP OF THE WAY"

October 20, 2004

ROBERT J. GINGRAS
JOHN L. CATES
MICHAEL J. LUEBKE
PAUL A. KINNE
ERIC J. HAAG

JAMIE STOCK-RETZLOFF
HEATH P. STRAKA

Atty. Richard J. Cayo
Halling & Cayo, S.C.
320 East Buffalo Street
Suite 700
Milwaukee, WI 53202

RE: Steven Avery

Dear Attorney Cayo:

I am in receipt of your September 1, 2004 letter, enclosing the *Tonn* decision. I am certainly fully aware of its central holding.

PERSONAL INJURY

PROFESSIONAL
MALPRACTICE

CIVIL RIGHTS

INSURANCE
MISCONDUCT

CLASS ACTION
LITIGATION

In your letter, you claim that Steven Avery was somehow granted the right to rescind the contract he entered into with my firm. This is patently false. There is no provision in the fee contract availing him the right to rescind. Moreover, Mr. Avery was certainly not told that he had a right to rescind the contract by either myself, or any member of my firm. In fact, paragraph 4 of the fee contract specifically states that our firm has a continuing lien in Mr. Avery's claim pursuant to sec. 757.36, Wis. Stats.

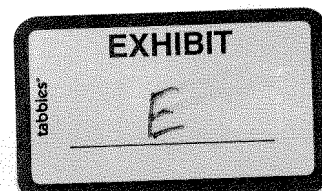
Second, you claim that there was no meeting of the minds between Mr. Avery and our firm relative to the fee agreement. While a "meeting of the minds" is required in any contract, it does not mean that parties must subjectively agree to the same interpretation at the time of contracting. *Management Computer Services v. Hawkins, Ash, Baptie*, 206 Wis.2d 158, 557 N.W.2d 67 (1996). When, as here, there is a written contract, the key is not necessarily what the parties intended to agree to, but what, in a legal sense, they did agree to, as evidenced by the language they saw fit. In any event, there is no doubt from my observations that Mr. Avery knew exactly what he was doing and retained us consistent with the terms of the contract.

The fee contract entered into by Mr. Avery and our firm is plain, simple and reasonable. Its terms are definite and well defined. I have no doubt that the fee contract would be held to be enforceable.

8010 Excelsior Drive
Suite 101
P.O. Box 1808
Madison, WI 53701-1808

Phone (608) 833-2632
Fax (608) 833-2874

gcl@gcllawyers.com
www.gcllawyers.com



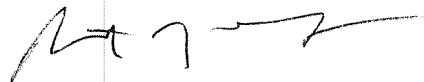
Atty. Richard J. Cayo
October 20, 2004
Page 2

Therefore, since the fee contract is enforceable and since we were discharged without cause, pursuant to the *Tonn* decision, we are entitled to our full contingent fee (40%), less a fair allowance for the services and expenses which would necessarily have been expended by our firm in performing the balance of the contract.

I look forward to hearing from you.

Very truly yours,

GINGRAS, CATES & LUEBKE, S.C.

A handwritten signature in black ink, appearing to read 'R. J. Gingras', with a stylized flourish at the end.

Robert J. Gingras

/hps