

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
(Green Bay Division)**

STEVEN A. AVERY

Plaintiff,

-vs-

Case No: 04-C-986

MANITOWOC COUNTY,
THOMAS H. KOCOUREK, individually
and in his official capacity as Sheriff
Sheriff of Manitowoc County,

-and-

DENNIS R. VOGEL, individually with
respect only to his executive, administrative
and advice and counsel functions and in his
official capacity as District Attorney of
Manitowoc County

Defendants.

AFFIDAVIT OF MICHAEL R. FOX

Having been duly sworn and on oath, Michael R. Fox swears as follows:

1. Attached hereto as Exhibit A, is a true and correct copy of an affidavit from Allan K. Avery dated April 20, 2004.
2. Attached hereto as Exhibit B, is a true and correct copy of an affidavit by Dolores A. Avery dated April 20, 2004.
3. Attached hereto as Exhibit C, is a true and correct copy of an affidavit by Steven A. Avery dated April 20, 2004.
4. Attached hereto as Exhibit D, is a true and correct copy of a letter from Attorney Paul Kinne to Attorney Tracey Wood dated November 3, 2003.

Dated at Monona, Wisconsin this 14th day of March, 2006.

Respectfully submitted:

FOX & FOX, S.C.

/s/ Michael R. Fox
124 West Broadway
Monona, WI 53716
608/258-9588

AFFIDAVIT

State of Wisconsin }
 }
Manitowoc County }

Allan K. Avery, being first duly sworn upon an oath, states as follows:

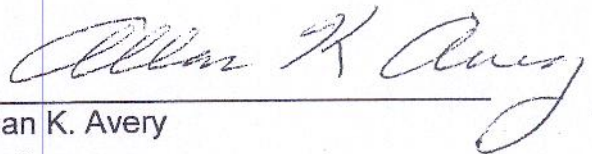
1. I am an adult resident of the State of Wisconsin whose mailing address is 12930 Avery Road, Two Rivers WI 54241. I am the father of Steven Avery.
2. On September 10, 2003, my son Steven was released from prison after serving nearly eighteen years for a crime he did not commit.
3. Steven's release from prison was secured through the efforts of The Wisconsin Innocence Project, whose lead lawyer was University of Wisconsin Law Professor Keith Findley.
4. After his release, Steven sought the services of a lawyer to help him obtain compensation for his wrongful imprisonment. Steven obtained information regarding legal assistance from a variety of sources including recommendations from lawyers.
5. On October 30, 2003 Steven had appointments to meet with Atty. Robert Gingras of the firm of Gingras, Cates & Luebke, S.C. at 11:00 AM and with Attys. Keith Findley and Walt Kelly of Milwaukee Wisconsin at 12:00 noon.
6. My wife, Dolores A. Avery and I accompanied Steven when he met with Atty. Gingras and his colleague, Mr. Kinne. The meeting started at approximately 11:00 AM and lasted less than one half hour.
7. During this meeting Steven signed an agreement with the law firm of Gingras, Cates & Luebke, S.C.



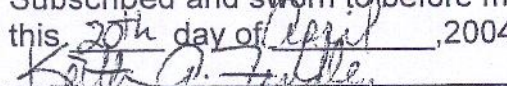
8. Before Steven signed the agreement, he told Attys. Gingras and Kinne that we had an appointment at 12:00 noon to meet with Mr. Findley and a lawyer Mr. Findley was recommending for the case.
9. When Steven said this, Atty. Gingras replied with words to the effect "It's fine if you decide to hire someone else. Just phone me"
10. Atty. Gingras said this to Steven both before and after he signed the agreement.
11. My wife was present when Atty. Gingras made these statements.
12. Steven told Mr. Gingras that he would let him know about his decision after meeting with Mr. Findley and the lawyer to whom Mr. Findley was going to introduce him.
13. When we left Mr. Gingras' office we met with Atty. Findley and Atty. Kelly at the UW Law School.
14. Mr. Findley said that Atty. Kelly was one of the best lawyers in Wisconsin for civil rights cases. After meeting with Mr. Kelly, Steven decided to hire him.

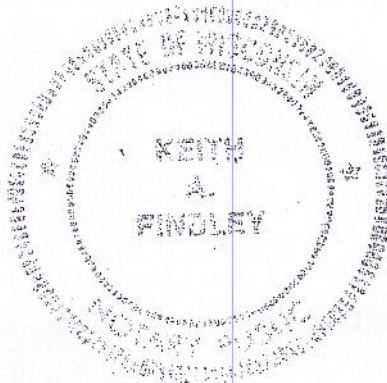
I make this affidavit in support of an effort to clarify who represents Steven in his matters.

Further affiant sayeth not


Allan K. Avery

Subscribed and sworn to before me
this 20th day of April, 2004.


Notary Public, State of Wisconsin.
My commission is permanent

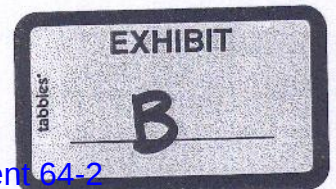


AFFIDAVIT

State of Wisconsin }
 }
Manitowoc County }

Dolores A. Avery, being first duly sworn upon an oath, states as follows:

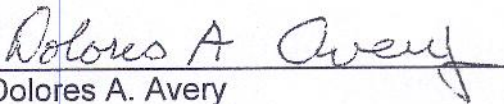
1. I am an adult resident of the State of Wisconsin whose mailing address is 12930 Avery Road, Two Rivers WI 54241. I am the mother of Steven Avery.
2. On September 10, 2003, my son Steven was released from prison after serving nearly eighteen years for a crime he did not commit.
3. Steven's release from prison was secured through the efforts of The Wisconsin Innocence Project, whose lead lawyer was University of Wisconsin Law Professor Keith Findley.
4. After his release, Steven sought the services of a lawyer to help him obtain compensation for his wrongful imprisonment. Steven obtained information regarding legal assistance from a variety of sources including recommendations from lawyers.
5. On October 30, 2003 Steven had appointments to meet with Atty. Robert Gingras of the firm of Gingras, Cates & Luebke, S.C. at 11:00 AM and with Attys. Keith Findley and Walt Kelly of Milwaukee Wisconsin at 12:00 noon.
6. My husband, Allan K. Avery and I accompanied Steven when he met with Atty. Gingras and his colleague, Mr. Kinne. The meeting started at approximately 11:00 AM and lasted less than one half hour.
7. During this meeting Steven signed an agreement with the law firm of Gingras, Cates & Luebke, S.C.

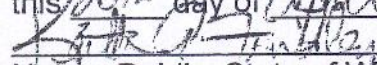


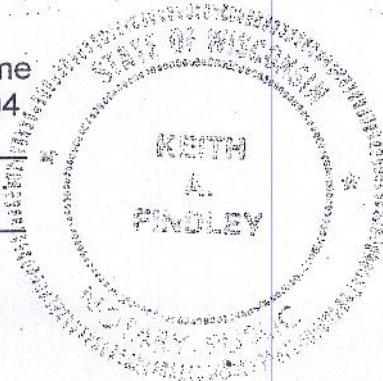
8. Before Steven signed the agreement, he told Attys. Gingras and Kinne that we had an appointment at 12:00 noon to meet with Mr. Findley and a lawyer Mr. Findley was recommending for the case.
9. When Steven said this, Atty. Gingras replied with words to the effect "It's fine if you decide to hire someone else. Just phone me
10. Atty. Gingras said this to Steven both before and after he signed the agreement.
11. My husband was present when Atty. Gingras made these statements.
12. Steven told Mr. Gingras that he would let him know about his decision after meeting with Mr. Findley and the lawyer to whom Mr. Findley was going to introduce him.
13. When we left Mr. Gingras' office we met with Atty. Findley and Atty. Kelly at the UW Law School.
14. Mr. Findley said that Atty. Kelly was one of the best lawyers in Wisconsin for civil rights cases. After meeting with Mr. Kelly, Steven decided to hire him.

I make this affidavit in support of an effort to clarify who represents Steven in his matters.

Further affiant sayeth not


Dolores A. Avery

Subscribed and sworn to before me
this 20th day of April, 2004.

Notary Public, State of Wisconsin.
My commission is permanent

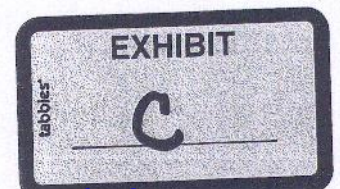


AFFIDAVIT

State of Wisconsin }
 }
Manitowoc County }

Steven Avery, being first duly sworn upon an oath, states as follows:

1. I am an adult resident of the State of Wisconsin whose mailing address is 12930 Avery Road, Two Rivers WI 54241.
2. On September 10, 2003, I was ordered released from prison after serving nearly eighteen years for a crime I did not commit.
3. My release from prison was secured through the efforts of The Wisconsin Innocence Project, whose lead lawyer was University of Wisconsin Law Professor Keith Findley.
4. After my release, I sought the services of a lawyer to help me obtain compensation for my wrongful imprisonment.
5. I obtained information regarding assistance from a variety of sources including recommendations from lawyers.
6. Atty. Findley said he would help me find a good lawyer and suggested I consider Atty. Walt Kelly of Milwaukee, Wisconsin. With my consent, Atty. Findley set up a meeting for me in Madison at his offices with Atty. Kelly for 12:00 noon on Thursday October 30, 2003.
7. Atty. Tracey Wood of the firm of Van Wagner & Wood, to whom I had been referred by a relative who conducted an internet search, recommended I consult Atty. Robert Gingras of the Madison, WI firm of Gingras, Cates & Luebke, S.C.



8. While in Madison, I met with Mr. Gingras and his colleague, Paul A. Kinne in the morning on October 30, 2003.
9. My father, Allan K. Avery and my mother, Dolores A. Avery were with me when I met with Attys. Gingras and Kinne. The meeting started at approximately 11:00 AM and lasted less than one half hour.
10. During this meeting I signed the "Contingent Fee Agreement" with the law firm of Gingras, Cates & Luebke, S.C., which is attached to this affidavit and labeled as Exhibit A.
11. Before I signed the agreement, I told attorneys Gingras and Kinne that I had an appointment at 12:00 noon to meet with Mr. Findley and a lawyer Mr. Findley was recommending I hire for my case.
12. When I said this to Atty. Gingras, he replied with words to the effect "It's fine if you decide to hire someone else. Just phone me"
13. Atty. Gingras said this to me both before and after I signed the "Contingent Fee Agreement".
14. My mother and father were present when Atty. Gingras made these statements.
15. I took Atty. Gingras' statement to mean that he would not hold me to the agreement he had asked me to sign if I decided to hire the lawyer I was scheduled to meet with when I left his office. I believed that signing the agreement before meeting with Mr. Findley and Mr. Kelly was simply a way to avoid returning to Mr. Gingras' offices to sign the agreement in the event I decided to hire him after meeting with Mr. Findley and Mr. Kelly.

16. I understood from Mr. Gingras' statement that I had the right to cancel the agreement by advising him that I wished to do so by phone. I relied on this belief in signing the agreement with his firm.
17. I told Mr. Gingras that I would let him know about my decision after meeting with Mr. Findley and the lawyer to whom Mr. Findley was going to introduce me.
18. When I left Mr. Gingras' office I met with Atty. Findley and Atty. Kelly at the UW Law School.
19. Mr. Findley told me that Atty. Kelly was one of the best civil rights lawyers in Wisconsin. I have great respect for Mr. Findley and have confidence in his advice. I liked Mr. Kelly. After meeting with Mr. Kelly I thought he would be best attorney for my case and decided to hire him.
20. During my meeting with Attys. Findley and Kelly I did not mention that I had signed an agreement with Atty. Gingras' firm.
21. Within a few days after October 30, 2003 I had a phone conversation with Atty. Gingras. I do not remember which of us initiated the call. I told Mr. Gingras that I had decided to hire the lawyer who had been recommended to me by Atty. Findley. Mr. Gingras tried to convince me to change my mind and hire him.
22. I believe I placed another call to Mr. Gingras during which I left a message on his recording machine to the effect: "I have decided to go with Mr. Kelly. I don't need you."
23. With my consent, Mr. Kelly has associated Atty. Stephen M. Glynn of the Milwaukee firm of Glynn Fitzgerald & Albee, S.C. to assist with my case. Mr. Glynn helped me with my case while I was incarcerated. I know and respect Mr. Glynn and approve of

his involvement in my matter upon the terms agreed to between Attys. Kelly and Glynn.

24. I wish to have Attys. Kelly and Glynn represent me. I do not wish to be represented by Atty. Gingras and his firm.

I make this affidavit in support of an effort to clarify who represents me in my matters. I have reviewed its contents with the help of Professor Findley.

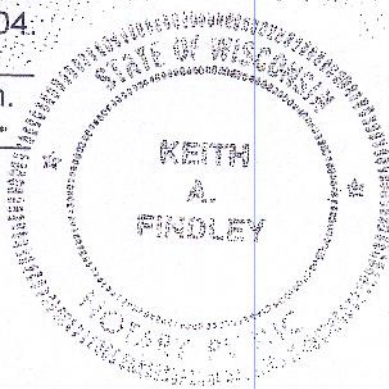
Further affiant sayeth not

Steven Avery Sr.
Steven Avery Sr.

Subscribed and sworn to before me
this 20th day of April, 2004.

Keith A. Findley
Notary Public, State of Wisconsin.

My commission is permanent



GINGRAS, CATES & LUEBKE, S.C.

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

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

ERIC J. HAAG
JAMIE A. STOCK
HEATH P. STRAKA

November 3, 2003

Tracey Wood
Van Wagner & Wood SC
10 E Doty # 701 PO Box 88
Madison, WI 53701-0088

Re: Steven Avery
Our File No.: 5781

Dear Tracey:

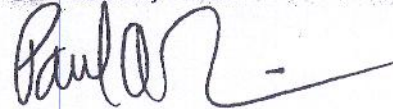
Bob Gingras and I met with Steve Avery on October 30, 2003. I mentioned to him that you might also be taking part in his representation with respect to any civil rights claims he might have arising out of his wrongful conviction. He said that would be absolutely fine.

The next question is, then, do you wish to be involved? Please give me a call at your earliest convenience so we can discuss it further.

Thank you.

Very truly yours,

GINGRAS, CATES & LUEBKE, S.C.



Paul A. Kinne

/klg
cc: Steve Avery

131 W Wilson Street
Suite 610
P.O. Box 1808
Madison, WI 53701-1808

Phone (608) 255-0061
Fax (608) 255-0675

gcl@gcllawyers.com
www.gcllawyers.com

