

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

STEVEN A. AVERY,

Plaintiff,

v.

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

CASE NO. 04-C-986

DENIS 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 WALTER F. KELLY

STATE OF WISCONSIN }
 } SS.
MILWAUKEE COUNTY }

Walter F. Kelly, being first duly sworn, testifies and states as follows:

1. I am an attorney licensed to practice, inter alia, in the State of Wisconsin and the United States District Court for the Eastern District of Wisconsin.
2. Along with attorney Stephen M. Glynn I represented Steven A. Avery in connection with the above-captioned case beginning October 30, 2003 and continuing to the present.
3. Attached hereto as Exhibit A to this AFFIDAVIT is my letter agreement of October 31, 2003 with Steven A. Avery, sent by me to him on that date, and signed by him and returned

to me on November 4, 2003.

4. I met with Mr. Avery and his parents at the Wisconsin Innocence Project at the Remington Center of the University of Wisconsin Law School on October 30, 2003. I reached agreement with Mr. Avery on the terms of Exhibit A on that date and prepared and sent the letter agreement the following day.

5. As I had indicated to Mr. Avery I would do, I met with attorney Stephen M. Glynn on November 3, 2003, and he agreed to join in representing Mr. Avery.

6. I had no knowledge that Mr. Avery and his parents had met with attorneys Robert Gingras and Paul Kinne on October 30, 2003 until November 4, 2003 when I was informed by Professor Keith Findley of the Innocence Project that Mr. Kinne had informed him that such a meeting had occurred and that Mr. Kinne's law firm had a contract with Mr. Avery to represent him in connection with his wrongful incarceration in 1985.

7. Between November 4 and November 10, 2003, Mr. Avery confirmed to me and, to my knowledge, to Professor Findley that he wanted to be represented by Mr. Glynn and me and not by Mr. Gingras and Mr. Kinne. During that same period I spoke with Mr. Kinne and told him what Mr. Avery had told me about wanting to be represented by me. Mr. Kinne told me that Mr. Avery had told him only that he wanted to delay the case and that he was undecided about representation. Mr. Kinne informed me that Mr. Gingras was out of the office but suggested a phone conference between the three of us on November 10, 2003.

8. I spoke with Mr. Gingras and Mr. Kinne on November 10, 2003 at 10:30 a.m. Mr. Kinne stated that Mr. Avery had told Mr. Kinne recently that he was undecided about representation. I responded that I had spoken with Mr. Avery recently and related to him Mr. Kinne's statements to me; I told Mr. Kinne and Mr. Gingras that Mr. Avery disagreed with what

Mr. Kinne had represented to me to be Mr. Avery's statements to him, that Mr. Avery told me that he wanted me to represent him, and that Mr. Avery told me that "they", referring to Mr. Kinne and Mr. Gingras, had been calling him and he had been telling them that he wanted me, not them, to represent him.

9. Mr. Gingras and Mr. Kinne said that Mr. Avery was still undecided, and that they were going to meet with him on Wednesday, November 12, 2003.

10. I have read paragraphs 14 through 16 of Mr. Gingras' AFFIDAVIT. I did not tell Mr. Gingras that prior to Mr. Avery signing my letter agreement I knew that Mr. Avery had already signed a fee contract with his firm. In fact, my knowledge was to the contrary; I didn't even know of Mr. Avery's visit with Mr. Kinne and Mr. Gingras until late afternoon on November 4, 2003, when Professor Findley told me of his conversation with Mr. Kinne on that afternoon. I did not tell Mr. Gingras that Mr. Avery had fired his law firm; rather, I told him that under Wisconsin law Mr. Avery had a right to select whatever lawyer he wanted to represent him.

11. Mr. Gingras told me that he had a lien on the case; I told him that I thought under Wisconsin law such a lien was unenforceable, if the client did not agree to the representation and no work had been done on the case by the attorney seeking to enforce the lien.

12. Mr. Gingras proposed that we work together on the case; I told him that that was a "no-go", because I was already working with Mr. Glynn, but that I would double check with Mr. Avery about that.

13. I spoke with Mr. Avery the next day; he told me that he did not want to work with Mr. Gingras and Mr. Kinne and that he was not meeting with them the next day, Wednesday the 12th.

14. I have read paragraph 21 and Exhibit H of Mr. Gingras' AFFIDAVIT. In the final

sentence of the first paragraph of Exhibit H Mr. Gingras asserts that “[p]rior to signing that fee agreement, you were aware that Mr. Avery had an agreement with my firm to represent him with respect to his claims.” That statement is not true; I had no such awareness.

15. On April 7, 2004 Mr. Glynn and I completed the pre-filing investigation and research stated in my letter agreement of October 31, 2003 with Mr. Avery. By covering letter of April 8, 2004, Exhibit B to this AFFIDAVIT, we explained to Mr. Avery the most important aspects of his case, our opinions that his case was meritorious, albeit difficult, and our commitment to represent him; and we enclosed our AGREEMENT, Exhibit C to this AFFIDAVIT, which Mr. Avery signed on April 26, 2004.

16. Attached hereto as Exhibit D to this AFFIDAVIT is a letter of September 1, 2004 from Attorney Richard Cayo, representing Mr. Glynn and me, to attorney Gingras, who responded by letter of October 20, 2004, which is attached as Exhibit E to this AFFIDAVIT.

17. Attached hereto as Exhibit F to this AFFIDAVIT is the STATEMENT summary of Walter F. Kelly, S.C. for fees in this case.

18. Attached hereto as Exhibit G to this AFFIDAVIT is the COSTS summary of Walter F. Kelly, S.C. for costs incurred in this case.

19. Attached hereto as Exhibit H to this AFFIDAVIT is the STATEMENT of Glynn, Fitzgerald & Albee, S.C. for fees and expenses incurred in this case.

20. In Exhibit B to this AFFIDAVIT Mr. Glynn and I explained to Mr. Avery the difficulty of his case. As Exhibits F, G & H demonstrate, we worked hard to develop Mr. Avery’s claims both factually and legally; there can be no doubt that this case was extraordinarily challenging by any professional standard in the field of affirmative damages litigation to enforce constitutional rights pursuant to 42 U.S.C. § 1983. The difficulty of the case increased during its

development due to the necessity to obtain and analyze over 10,000 pages of records from multiple sources, including some reluctant sources, and to depose adversarially over 30 witnesses, many of them reluctant police witnesses. In addition, the case became complicated by issues concerning the politics of Wisconsin State Claims Board and legislative consideration of parallel claims by Mr. Avery, as well as by issues concerning the investigation conducted by the Attorney General of Wisconsin and her staff in response to a request from the District Attorney of Manitowoc County. Finally, in addition to the issues we described to Mr. Avery in our letter of April 8, 2004, there developed issues concerning the res judicata and collateral estoppel and indispensable parties affirmative defenses.

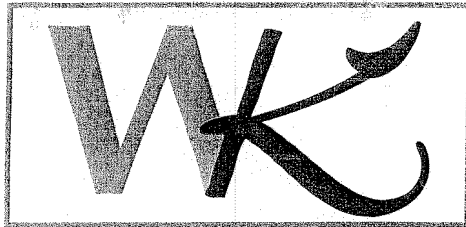
The above statements are true and accurate to the best of my recollection.

Dated this _____ day of March, 2006 at Milwaukee, Wisconsin.

Walter F. Kelly

Subscribed and sworn to before me
this ____ day of March, 2006.

Notary Public, State of Wisconsin.
My commission expires:_____



Also Admitted: Arizona & Massachusetts

WALTER F. KELLY, S.C.

Attorney at Law

Broadway Theatre Center
158 N. Broadway, Suite 600
Milwaukee, WI 53202
Phone: (414) 271-6989 • Fax: (414) 271-1511
Home Office Phone: (414) 962-7718

October 31, 2003

Steven A. Avery
12930 Avery Rd.
Two Rivers, WI 54241

Dear Steven:

It was a pleasure to meet and talk with you and your parents at the Law School on Thursday. This letter sets forth the terms and conditions of our agreement concerning representation in connection with possible civil suit negotiations and/or litigation challenging your wrongful conviction and incarceration.

We have agreed that I will represent you in investigation and research of your possible state and federal civil rights claims against Manitowoc County and its officials who may be legally responsible and liable for your wrongful conviction and imprisonment.

This investigation and research does not include whatever claims you may decide to pursue with the Wisconsin Claims Board and/or the Wisconsin Legislature, nor does it include your participation in legislative hearings to be conducted by the Judiciary Committee of the Wisconsin Assembly and/or any Task force that it may create. It is my understanding that your representation in regard to the Claims Board and the Legislature will continue to be conducted by Professor Keith A. Findley and his colleagues at the Wisconsin Innocence Project, and I will coordinate my research and investigation with the work of that group.

I have spoken briefly with my friend and colleague Attorney Stephen M. Glynn, and he has expressed an interest in joining this representation. We are meeting on Monday afternoon, and I will let you know about the results of that meeting.

We have agreed that this representation is exclusive and involves no immediate fee costs to you, and that should circumstances arise concerning settlement negotiations



Of Counsel

First, Blondis, Albrecht & Novotnak, s.c.

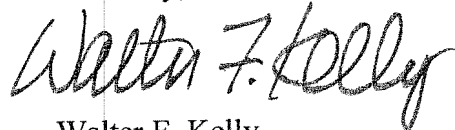
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Steven A. Avery
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and/or litigation of your case we will at that point assess our investigation and research findings and set further terms and conditions concerning fees and costs.

If these terms and conditions accurately reflect our discussions and agreement, please so indicate by signing and dating this letter agreement in the space provided below, retain the copy for your files, and return the executed original to me in the enclosed envelope.

Sincerely,



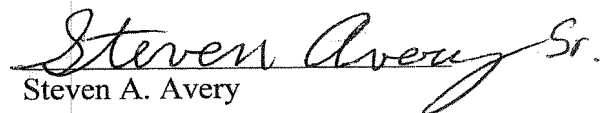
Walter F. Kelly

WFK:jm

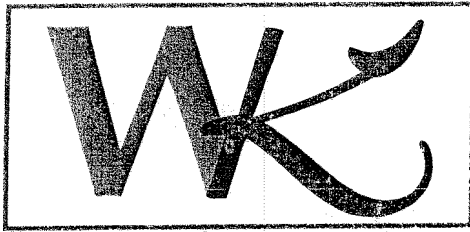
Enclosures

I APPROVE THE TERMS AND CONDITIONS SET FORTH ABOVE.

Dated: 11-4-03



Steven A. Avery



Also Admitted: Arizona & Massachusetts

WALTER F. KELLY, S.C.

Attorney at Law

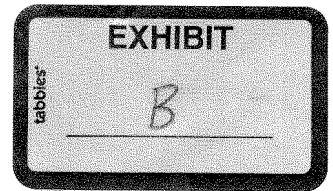
Broadway Theatre Center

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April 8, 2004

PERSONAL AND CONFIDENTIAL

Steven A. Avery
12930 Avery Rd.
Two Rivers, WI 54241

Dear Steven:

We have completed our pre-lawsuit investigation and research concerning your case. It is our opinion that you have a meritorious, albeit challenging, case for denial of your due process rights and loss of your freedom, reputation, and relationships.

The focus of your case will be on the behavior of the Sheriff, and perhaps the District Attorney, of Manitowoc County in failing to make a record of accurate information made available to him concerning another likely suspect, Gregory Allen, and failing to disclose that information meaningfully to your lawyers on a timely basis which would likely have resulted in either your non-prosecution, or acquittal or release. These failures were worsened by questionable identification, investigatory and victim/witness support practices by the Sheriff. We say "perhaps" the District Attorney because the information currently available concerning the interactions between the Sheriff and the District Attorney is incomplete and will require further discovery procedures. Certainly we know more about the Sheriff than the District Attorney from witnesses, the Attorney General's report, news stories, and the victim's statements.

To most people what was done to you seems so plainly wrong that it is difficult to understand why it will be so challenging to succeed in your suit for damages. The reason your case is so challenging is because of the concepts of immunity that Walt explained to you and your parents when you first met at the law school. The Sheriff has what is called "qualified immunity from suit," which means that we will have to show that he violated legal principles clearly established by the Constitution in 1985 in order to proceed successfully against him. For all but certain special functions of his office, the District Attorney has what is called "absolute immunity from suit," which means that no damage suit can be directed against him, no matter how outrageous his behavior, unless we can locate his behavior in one of those special functions. The County as a separate entity also will seek to avoid its responsibility on a legal theory that it has no liability for the individual acts of either the Sheriff or the District Attorney. We also

Of Counsel

First, Blondis, Albrecht & Novotnak, s.c.

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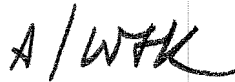
Steven A. Avery
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think that both the Sheriff and the District Attorney may try to shift the responsibility for the non-disclosure of the information concerning Mr. Allen onto your criminal defense lawyers, a maneuver that we believe not to be supported by the facts or the law. We are telling you these things so that you have a realistic understanding of how difficult your federal case is, yet we remain confident of its merit.

You may also have claims for violations of Wisconsin state law for false arrest, malicious prosecution, and false imprisonment. However, these claims are so restricted by statutes of limitations, state-law immunities, state-law defenses, and state-law damages limits that they are in our opinion not worth pursuing, especially because they might play into the hands of a defense tactic in your case that would be all too willing to push or even to concede the state-law violations in order to avoid responsibility for the more costly federal violations. For that reason we recommend against filing any state-law claims.

We are committed to represent you. We believe in your case and want to work with you to secure justice for the terrible losses you have suffered. For that reason we enclose an original and one copy of our agreement concerning representation. Please sign the original and return it to us in the enclosed envelope, retaining the copy for your files. We will sign, date and return a fully executed copy to you.

Sincerely,



Walter F. Kelly



Stephen M. Glynn

WFK:jm:etl

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

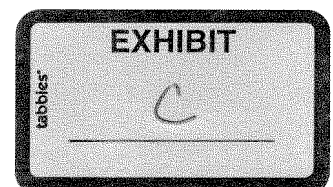
The attorneys will advise and represent the client in the case. This obligation extends through settlement, entry of judgment by a court, and interlocutory or regular appeal. Following either settlement or final judgment it shall not be necessary for the attorneys to perform any further services for 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

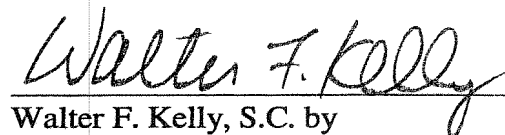
The client has the right at law to make all decisions regarding the settlement of the case, and the attorneys will not settle the case on the client's behalf without the client's prior authorization. If the client settles the case, even after the termination of representation, the client will inform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

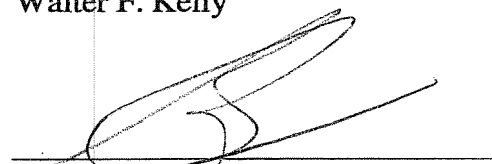
X. Conclusion

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

HALLING & CAYO, S.C.
ATTORNEYS AT LAW

GREGORY J. BANCHY
SCOTT N. BURNS
ROLAND C. CAFARO
RICHARD J. CAYO
PATRICIA L. GROVE
COURT COMMISSIONER
DAVID B. HALLING
CHRISTOPHER T. KOLB
CATHERINE A. LA FLEUR
JULIE A. NEUHAUS
MARK E. SANDERS
SEAN M. SPENCER
ROBERTA STEINER

320 EAST BUFFALO STREET
SUITE 700
MILWAUKEE, WISCONSIN 53202

TELEPHONE 414 271-3400

FACSIMILE 414 271-3841

September 1, 2004

Atty. Robert A Gingras
Gingras, Cates & Luebke, S.C.
131 West Wilson Street
Suite 610
P.O. Box 1808
Madison, WI 53701-1808

Re: Steven Avery
Your file 5781

Dear Mr. Bob:

Consistent with our discussion Monday, I am enclosing a copy of the *Tonn v. Reuter* decision. My position is that you get nothing here because the Averys were granted a right to rescind of which they timely availed themselves. Failing that, you still get nothing because there was no meeting of the minds with respect to your retention under circumstances where achieving same was clearly your responsibility. Failing both, you still fail to establish entitlement to *Tonn* treatment because you neither rendered the substantial services provided by the Bogue & Sanderson firm in *Tonn*, nor was your discharge without cause.

Even if you were to secure *Tonn* treatment, "fair allowance" for the services rendered by Attys. Kelly & Glynn will be the entire fee or very nearly the entire fee, if any, which will be garnered entirely by means of their work. If you receive anything, it will be for your efforts and the value conferred by the work you performed before discharge. I previously invited you to share, for the benefit of the party you claim is your client, any material you generated before discharge which might be of assistance in moving the Avery matter to a successful conclusion. Having heard nothing from you, I assume that either no such material exists or that you refuse to share it for the benefit of this client.

Page 2
September 1, 2004

I again invite you to identify the time you spent, the tasks performed and the results of same. Upon doing so, I will have a proposal for resolution of this matter which I think you may find acceptable.

Very truly yours,

HALLING & CAYO, S.C.

Richard J. Cayo

Enclosures

cc: Atty. Walter F Kelly
Atty. Stephen M. Glynn

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.

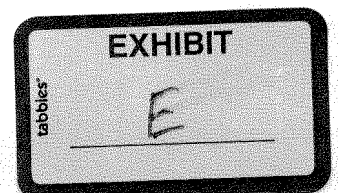
Second, you claim that there was no meeting of the minds between Mr. Avery and our firm relative to the fee agreement. While a "meeting of the minds" is required in any contract, it does not mean that parties must subjectively agree to the same interpretation at the time of contracting. *Management Computer 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



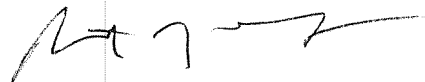
Atty. Richard J. Cayo
October 20, 2004
Page 2

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.

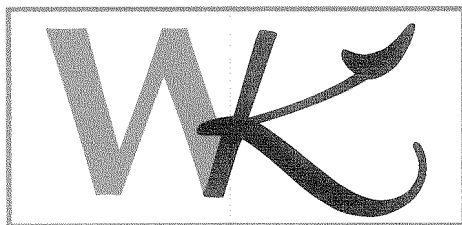
Very truly yours,

GINGRAS, CATES & LUEBKE, S.C.



Robert J. Gingras

/hps



Also Admitted: Arizona & Massachusetts

WALTER F. KELLY, S.C.

Attorney at Law

700 W. Michigan St., Suite 400

Milwaukee, WI 53233

Phone: (414) 271-6989 • Fax: (414) 271-8442

e-mail: attywfkelly@hotmail.com

March 1, 2006

STATEMENT- Time Spent- Avery (2003-06)

2003 (54.8 hours)

		<u>HOURS</u>
10/23/03	Conf. K. Casey-WIP & review clips of Avery case	0.3
10/27/03	Conf. K. Findley-WIP re civil case advise	0.5
10/29/03	Review press clips and check imm. law re: sheriff-prep UWLS Mtg.	3.0
10/30/03	Conf. WIP & Avery family-retain for exclusive eval.-fact and law prep for SMG	6.0
10/31/03	Rev. police acct. project cases, Qualif imm.; Conf. SMG; ret. letter to S.A.	2.4
11/03/03	Cases & Chi-7th Cir.-pol. acct. & conf SMG	3.7
11/04/03	Leg research-Brady cases-prosec imm & calls K.F., S.A., S.M.G. re 01/85 charges, Gundrum, A.G. & P.Kinne	3.1
11/05/03	Conf. S.A. re: Kinne; conf Kinne	0.2
11/06/03	Conf. Kinne; res re. Sh. Liability	1.1
11/10/03	Confs. Gingras, Kinne, Glynn	0.5
11/11/03	Conf. Avery re: Kinne, Gingras	0.2
11/14/03	Leg. res @ UWM re prosec. malp. & obstruction	2.5

Of Counsel

Hawks, Quindel, Ehlke & Perry, S.C.

700 W. Michigan St. • Suite 500 • Milwaukee, WI 53233

EXHIBIT

F

tabbles

WALTER F. KELLY S.C.

Steve Avery

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		<u>HOURS</u>
12/03/03	P.D. reports; review; legal res. on prosec. misconduct	1.5
12/10/03	Res. G. Allen & Prep A.G. conf and inv. rep.	0.3
12/11/03	Calls K.F., S.A., S.G. re A.G. report; Gundrum comm.	0.5
12/12/03	Mtg., prep. A.G. & file w/ S.G.-all matters; Mrs. Avery; Chi case file	4.5
12/16/03	Confs. & meeting w/Avery family & S.G.; media prep, coord reply w/ K.F. and J. Geske	6.2
12/17/03	A.G. report & confs. K.F., S.G., S.A., defense, media	0.9
12/18/03	A.G. report-facts & compare prior reports/documents	4.5
12/19/03	Res. immuns. re. A.G. report; S.G. conf; S.A. case summary	3.7
12/21/03	Madison-prep. S.A. legis. appearances	2.5
12/20/03	Conf. S.G. re: A.G. rept. defense discovery usage	0.2
12/22/03	S.A. app @ spec. leg. comm. & interviews	6.5

2004 (156.1 hours)

01/10/04	Prep & meet S.G. & files	4.0
01/12/04	Prep docs and conf. S.A.	1.5
01/13/04	State law claims, defenses, limits. laws & caps	1.5
01/19/04	Leg. research-st. of lims, claims, indemnity, state legal responsibility	2.0
01/20/04	Confs. S.G., K.F., J.G., S.A. re: mtg. P.B.	1.5
01/23/04	Conf. S.G. re press & S.A. claims	1.5

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		<u>HOURS</u>
02/04/04	Leg. res. re: A.G. rept. & prosec. Imm.	5.0
02/05/04	Leg. res. Re: Man. liability & prosec. imm. transfer	6.0
02/17/04	P.B. test, and U.W.L.S. for res. documents/files	7.0
02/24/04	U.W.L.S. docs file to S.G. for integrate case files @ GFA	6.0
03/09/04	Eval. docs & res. & prep. S.G. merits	3.0
03/12/04	<u>Brady</u> & Wis Law-S.G. conf. and theories/liab.	1.0
03/16/04	Leg. res. re: entity liab. & coll. sct & est res. jud.	4.0
03/29/04	Cont. leg. res. Re: jud. imm & Judge Hwood motions rulings & coll. est/res judicata	1.5
04/07/04	Eval. & draft & S.G. re S.A. op. letter & K	1.6
04/08/04	Op. letter eval. & K. Out to S.A.	0.5
04/19/04	Conf. P.B. re. S.A. & inv. & sheriff focus and drawing; eval § 1985 (2)	2.0
04/26/04	Confs. S.G., P.B., & J.G. & S.A. re: 04/08 letter; confs. WIP & K.F.	1.7
05/10/04	T. conf. S.G. re: P.B. & J.G.	0.2
05/17/04	T. conf. S.G. re: cancel P.B. & J.G.	0.2
06/17/04	Confs. WIP, S.G. & K.F. re: S of W comp. bd. draft & issues	0.2
06/23/04	Relate drafted fed. comp. to S of W comp. bd. claim	1.0
06/28/04	Conf. res. bd. claim; & liab. facts	2.4
07/15/04	Confs. S.G. & J.G. re: mtg w/ P.B. & S.A.	0.5
08/13/04	Drafting & S.G. re criminal aspects	1.5
08/19/04	Drafting and prep P.B. mtg. and facts	1.0

		<u>HOURS</u>
08/23/04	Prep. mtg P.B. & J.G./sources of info.	3.0
08/24/04	Mtg. S.G., J.G., P.B.-all matters	4.8
09/02/04	Prep conf. @ U.W.L.S. re: WCB & complaints & conf. S.G.	2.5
09/03/04	Conf. U.W.L.S. re: C.B. & complaint fed.case	5.0
09/09/04	Rev. docs file & conf. K.F. & S.G.	3.5
09/10/04	L. research & prep. conf.	2.0
09/13/04	Prep. conf. w. attorneys/Court	2.0
09/16/04	Rev. file docs & relate to comp.facts	10.0
09/17/04	Rev. police reports & relate to comp. facts	5.0
09/20/04	Draft comp. & compare A.G. & P.B. & clips	2.0
09/21/04	S.G. conf. & redraft comp.-Brady derivative theories	1.5
09/23/04	WCB & S.G. conf. & drafts	1.6
09/27/04	Drafting-WCB & Fed Ct & Strategies re Sequencing and conf S.G.	4.0
09/28/04	All supp. docs. review & drafts for Ct & WSCB	4.3
10/01/04	More drafting & strategies re WSCB & Fed Ct.	1.5
10/04/04	Final drafting prep. and rewrites	2.6
10/05/04	Final draft & confs. S.G. & S.A. & T.K.	1.7
10/06/04	All docs & forms & filing final drafts	3.9
10/07/04	Finalize all filings & media rels.	2.1
10/08/04	Coordinate all media distribution & contacts	2.5

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		<u>HOURS</u>
10/11/04	Medical records review; documents organize & review; media organize	1.7
10/12/04	Conf. S.A., release docs., file action, invest. docs. for S.A.	2.0
11/04/04	Records request & file documents	0.3
11/05/04	Records & corresp. & conf. K.F.	0.5
11/08/04	Corres. & recs. S.A.	0.3
11/09/04	Corres. & recs. & service	0.2
11/10/04	Records search & P.B. evidence files	0.5
11/21/04	File prep. & D of C recs.	3.0
11/26/04	Disc. prep & recs.	1.5
11/27/04	Conf. S.G. & all records & strategy	2.0
11/29/04	Conf. S.G. & discovery plan & med. records, pysch records, & presentence records	3.7
11/30/04	D of C records review; disc plan & conf. S.G.	4.0
12/02/04	Madison-WSCB Hrg & S.A., K.F., WIP Strategy Plan	5.0
12/03/04	WSCB Petition, Legislation for S.A. and rel to suit	2.3
12/06/04	All files org. & prep. disc.	0.5
12/07/04	Presentence discovery-D of C Hazelwood	0.4
12/08/04	Research PTSD damages	0.3
12/13/04	Corres. Ct & defense answers	1.0
12/14/04	Corres. Ct & conf. S.G. re: jud. Disqual.	0.7
12/16/04	Presentence S.A. & discovery	1.0

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		<u>HOURS</u>
12/20/04	Defense in case; legis. & poss. settlement	0.5
12/22/04	Texas case research-similar situation	0.3
12/28/04	Scheduling order & res. comp. cases	0.6
2005 (534.5 hours)		
01/01/05	Happy New Year- Conf. S.G. re: discov. plan, sch. order & legis. w. K.F.	1.8
01/03/05	S.G. & K.F. & confs re: legal relationship between WSCB, Fed. Ct. & S of W Party	0.4
01/10/05	Prep. docs; plan schedule & conf. S.G.	0.8
01/11/05	Prep. witnesses list & docs. for p.trial work	1.5
01/12/05	Rev. & prep. docs for ptrial	1.0
01/20/05	Leg. res. re. exculpatory evidence definition; file-work on docs; party defense	2.2
01/21/05	WIP docs. files & pldgs. & pretrial prep.	3.0
01/24-25/05	Pretrial docs review & prep	6.5
02/07/05	Docs preparation & review & conf. all issues S.G.	3.3
02/08/05	Mtg. S.G., prep for Attys. conf., strategy planning	5.6
02/09/05	Confs. Defense and S.G. re: pretrial plan	3.4
02/15/05	Prep. Court report for schedule order	1.0
02/17/05	Confs. S.G. & investigator-prep fact dev.	1.5

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		<u>HOURS</u>
02/18/05	Case plan, confs defense counsel & S.G.	1.5
02/21/05	Confs. J.G. & S.G. & sch. order	1.2
02/22/05	Final drafting-sch. order-Ct. & counsel	1.0
02/23/05	Final draft-S.O. to Court	2.3
02/24/05	Rule 26 report prep & confs S.A. & S.G.	1.5
02/25/05	Rule 26 docs & disclosures	3.0
02/26/05	Rule 26 docs & WIP docs	6.0
02/27/05	Rule 26 WIP docs and report	8.0
02/28/05	Rule 26 rept. prep & S.G. conf.	3.0
03/01/05	Final Rule 26 filing, prep for 03/03 conf with Ct.	2.5
03/02/05	Confs and email defense counsel and S.G. re: Rule 26 repts & prep for 03/03 conf. W/ Ct.	3.8
03/03/05	Conf w/ Ct. & review w. S.G.	1.0
03/04/05	Confs S.G. & defense counsel re: discovery and locales	1.6
03/07/05	Confs S.G. and defense counsel re: disc. defense docs. controls	0.4
03/08/05	Documents & discovery, all sources-conf. S.G.	1.2
03/09/05	Documents, inspection, confs. w. S.G., K.F., & A.A.	0.5
03/10/05	All issues, strategy conf. S.G.	1.7
03/21/05	Docs authorizations, privileges, legal research	1.0
03/22/05	Authorizations, witness addresses	1.5
03/23/05	Discovery plan & prep S.G.	1.0
03/24/05	All documents discovery to defense; search witnesses	0.5

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		<u>HOURS</u>
04/01/05	Conf. S.G. re: scheduling, docs., legal research, police misconduct workshop, authorizations	2.0
04/02/05	Plan deposition locales Madison & Manitowoc	0.5
04/06/05	Pleadings annotations-all facts and rel. legal issues	0.5
04/09/05	Drafting for depositions in Madison	3.0
04/11/05	Confs. Fox, A.G. office & service	2.5
04/12/05	Confs. A.G. attys re: investigation	1.5
04/13-14/05	Calls & drafts-A.G. scheduling	1.7
04/27/05	All deposition prep., ct. repr., & Madison	6.0
04/28/05	File org. for depositions and docs, correlate A.G. & W.I.P.	1.4
04/29/05	Prep A.G. discovery & depositions.	1.8
05/02/05	Docs review for A.G., search for WPD Investigators, Conf. K.F.	1.7
05/03/05	S.G., M.F., A.G. office, confs defense counsel re: A.G. discovery	3.9
05/04/05	Review M.Cty. Sh. & D.A. docs	6.0
05/07/05	Conf S.G. re: A.G. depositions/docs	2.7
05/09/05	Prep docs & depositions-A.G.	8.0
05/10/05	Prep depositions re: A.G. report & inv. notes	5.5
05/11/05	Prep depositions and docs-A.G.	12
05/12/05	Depositions A.G. and prep depositions	10.5
05/13/05	Depositions A.G.-confs. S.G., M.F., J.S.O.	7.0
05/14/05	Debrief A.G. depositions & strategy	1.5

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		<u>HOURS</u>
05/17/05	SPD offices & docs search	1.1
05/18/05	Docs review Man. Cty & legal res. re: Bergner & city	2.7
05/19/05	Prep & strategy conf. S.G.	2.6
05/21/05	01/85 SPD file re: S.A.	2.0
05/24/05	Legal research re: city, and SPD trial & app.cases	2.5
05/25/05	City, PD & depos. plans	3.4
05/26/05	Org. ex & docs file	1.5
05/31/05	Leg. res. on Brady & Police-new cases re scope	5.0
06/01/05	File prep. for police docs & MPD witnesses	1.6
06/02/05	File work MPD docs & witnesses	2.7
06/06/05	Prep & Mtg. S.G. re: witnesses, police records, city-county rels. and state law	2.7
06/08/05	Legal res. City-County rel.-state law	0.8
06/09/05	Police/Sheriff coop & documents	1.2
06/13-15/05	Subpoenas, police records, all depts., all docs	9.0
06/18/05	S.G. meeting re: disc. & entities issues	2.3
06/20/05	Corres. counsel re: invs. & witnesses	2.2
06/21/05	Conf. S.G. re: employees, indisp. party, Fed. Ct. opinion Bembenek	2.6
06/22/05	Discovery, conf. call, leg. research HCRCLL rev.	2.7
06/23/05	Discovery, SPD docs, indisp. pty. defense	1.2
06/27/05	Indisp. pty, City of Manitowoc legal issues, sched. deps.	1.5
06/28/05	Docs prep. re: S.A. & G.Allen & police records research	3.2

		<u>HOURS</u>
06/29/05	Defense's 1 st Ints. & RFPD & privileges	1.4
06/30/05	Leg. res. re: ind. pty & joinder of State/City	2.7
07/05/05	Police docs & depts. prep-S.G.	1.5
07/06/05	Conf. counsel for Muni Police & prep. depts.	6.0
07/07/05	All records custodians depts. prep & police counsel	3.2
07/08/05	Witness lists & invs. & depositions strategies	2.9
07/09/05	Conf. S.G. & ints, RFPDs, privileges A.G. & Rohrer	3.0
07/10/05	Conf. & prep. for police depts & A. Avery re: witnesses	4.5
07/11/05	SPD documents & prep. Rohrer documents & prep.	8.0
07/12/05	D.A., City, D of J & docs review	8.0
07/13/05	Records depts; WSCB & 1983 suit rel, Two Rivers recs.	8.0
07/14/05	Depositions police witnesses & disc. docs. issues	12.0
07/15/05	City Records issues & prep.	3.0
07/27/05	Corres., docs, city discovery	6.5
07/28/05	Conf. SG re: disc & city	1.5
07/29/05	Legal res. re: city & prep. depts.	5.2
08/01/05	Bolgert exs. & prep. disc. of Bolgert and crim. motions	8.0
08/02/05	Prep. depts. & rev. w.statements	4.4
08/04/05	Depositions police & inspect D.A. records	10.0
08/05/05	Depositions police, insp. D.A. records, inv. Beilke	7.8
08/09/05	Prep files fr. exhs. & witns. & doc review	1.6

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		<u>HOURS</u>
08/10/05	Mtg. S.G. re: city witnesses & disc. strategies	3.7
08/11/05	File prep; docs exchange; correspondence defense counsel	4.0
08/22/05	Prep depositions. Bolgert, Beilke, Peterson, Badker, Dvorak, review records for depositions.	2.8
08/23/05	S.G. conferences & disc prep	4.9
08/24/05	Depositions & depositions prep	8.5
08/25/05	Depositions & stipulations re scheduling	10.0
08/30/05	Documents org. & prep. depositions.	2.7
09/08/05	Files prep & org. & conf. S.G. re: cont. disc.	2.8
09/12-13/05	Review file; all legal research; res. jud. & interv. cause-conf. S.G.	8.0
09/14/05	Org. exhibits; conf. S.G. & new pldgs.	6.4
09/16/05	Disc. prep. & depositions.-file org, fact review	1.9
09/20/05	Depositions. review	0.5
09/21/05	Disc & depositions. prep.	3.7
09/22/05	Docs & depositions	12.0
09/26/05	Disc & depositions. prep.	5.3
09/28/05	Inv. reports & transcripts review	5.1
10/01/05	Conferences S.G. & depositions. prep.	2.7
10/03/05	Depositions. prep & plans	1.6
10/04/05	Depositions. prep & plans	4.3
10/05/05	Depositions. scheduling-conferences K.F. & S.G.	2.2

		<u>HOURS</u>
10/06/05	Deps. prep	1.9
10/07/05	Deps. prep. & service	3.5
10/10/05	Deps. prep.	3.6
10/11/05	Depositions	8.0
10/12/05	Deps. prep.	3.3
10/13/05	Depositions & plan schedule S.G.	11.0
10/14/05	S.G. conference re: discovery	2.5
10/18/05	Disc. prep & scheduling	2.4
10/19/05	Disc. prep & scheduling	0.4
10/20/05	Subpoenas, confs., witnesses, prep & tapes	3.0
10/24/05	Prep Bergner, Kusche	3.0
10/25/05	Bergner & Kusche prep	6.7
10/26/05	Kusche dep & Bergner ints.	12.0
10/27/05	Research on Kusche ex. and composites	1.5
10/28/05	Research Allen photos/police files & Kusche composite	6.5
10/30/05	Docs review MPD & legal res. on City	5.0
10/31/05	Ex. 154, disc prep. & am. complaint drafting	3.8
11/01/05	Dep, RFPD, XI Am Immunity & res.ex. 154	6.2
11/02/05	Ex. 154, prep deps, am. compl & City & 1986	4.3
11/05/05	SMG & SA & missing woman reports	3.0
11/07/05	Dep prep. Kocourek, motion & pldgs re: am.compl. & SA investigation	8.2

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		<u>HOURS</u>
11/08/05	Deps. prep. & S.A. investigation	6.5
11/16/05	Abate depositions-all counsel	0.5
11/17/05	Abate sch. depos.-all counsel, research	0.5
11/19/05	Confs. counsel & SG re: abate strategies & inv.	1.2
11/21/05	Conf prep. for SA & sch.	0.8
11/30/05	Legal research re: assgn. claims & survival & prep. stip.	1.1
12/06/05	S.A. Prelim. Hrg. & confs. Family re: civil case	8.0
12/07/05	Confs re: prelim. & rel. to civil case	0.5
12/08/05	Civil case-am. comp & city liability	2.9

2006 (8.3 hours)

01/03/06	Review all matters & prep. for settlement negs. w SG	1.2
01/04/06	Settlement discussions, R.P., C.C., & S.G.	0.5
01/07/06	S.G. & settle-all issues R.P.	1.5
01/09/06	S.G. & settle-all issues R.P.	1.5
01/13/06	S.G. & R.P. settlement R.P.	0.2
01/16/06	S.G. & settlement talks R.P.	0.3
01/17/06	S.G. & settlement, D.A. aspects, C.C.	1.2
01/18/06	S.G. & settlement discussions	0.4
01/19/06- 02/06/06	Confs S.G., S.A., M.F., J.S.O., R.P. re settlement and continuing jurisdiction	1.5

TOTAL HOURS: 753.70

Amount: \$226,110.00

**Walter F. Kelly SC
Attorney at Law**

Steven Avery Costs

07/16/2004	#1829	\$100.28	Omnidox Printing Service Inv. #WI65383
08/13/2004	#1840	\$21.12	1.800.CONFERENCE for conference call on 07/15/04
09/28/2004	MC	\$14.48	Fedex to Wisconsin Innocence Project
10/07/2004	MC	\$14.07	Fedex to client
10/14/2004	#1854	\$150.00	Filing fee-reimb. To Janice Morris, legal secretary
11/18/2004	#1868	\$29.40	Bureau of Health Services of DOC-medical records
12/06/2004	#1871	\$17.70	DOC-copy of records
03/29/2005	MC	\$52.41	Fedexes to A. Kaiser, T. Bascom, & A. Doyle
04/12/2005	#1916	\$50.00	Jennifer E Nashold-witness fee
04/12/2005	#1917	\$50.00	Deb Strauss-witness fee
06/15/2005	#1937	\$30.00	City of Manitowoc Records Custodian-witness fee
06/15/2005	#1938	\$30.00	City of Two Rivers Records Custodian-witness fee
		\$559.46	

Witness Fees

05/12/05 to 09/30/05, Check Nos. 1944-2021, Witnesses Lautenschlager, Bach, Tinker, Fallon, Lehmann, Burttest-Brist, Klimeurt, Dvorak, Welnicke, Meihnsner, Mertens, Belz, Jadowski, Kolanczyk, Yanda, Marcelle, Morris, Conrad, Nicholson, Kusche, Bergner, Brey and Ospedale

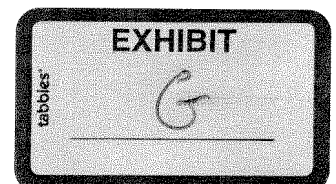
\$950.00

Court Reporters

Magne Script	\$1,713.50	#1967
	\$2,368.50	#1953
	\$4,663.00	#1999
	\$3,084.50	(current)
Gramman	\$282.60	#2028
Verbatim	\$81.00	#2060
		\$12,193.10

State Public Defender Records

File 1	\$28.79	#1963
Files 2 & 3	\$276.86	#1968



\$305.65

Copying of Documents

Action Legal Copy Service	\$134.26	#1955
FBABN & HQEP (2148 pp @ \$0.15/pp)	\$322.20	
Two Rivers PD	\$104.50	#2001

Travel, Food & Hotels

Madison Hilton	03/28/05	\$212.63
Madison Concourse	05/12/05	\$171.58
Ritrovo (Sheboygan)	07/15/05	\$31.35
Stefano (Sheboygan)	10/31/05	\$55.15
Madison (2) 360 miles @ \$0.35		\$126.00
Manitowoc (5) 1075 miles @ \$0.35		\$376.25
		<hr/>
		\$976.96

Costs Subtotals

\$559.46
\$950.00
\$12,193.10
\$305.65
\$134.26
\$322.20
\$104.50
\$976.96

Total COSTS: \$15,546.13

GLYNN, FITZGERALD & ALBEE, S.C.

ATTORNEYS AT LAW

STEPHEN M. GLYNN
MICHAEL J. FITZGERALD
CRAIG W. ALBEE

—
CAROL S. JOSTEN

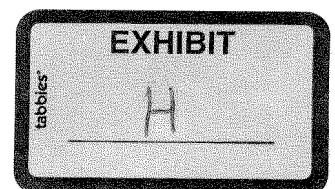
526 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202
TELEPHONE (414) 221-9600
FACSIMILE (414) 221-0600

February 24, 2006

Steve Avery

STATEMENT

	<u>HOURS</u>
11/3/2003 SMG Conference with Walt Kelly @ GFA	0.75
12/2/2003 SMG Review materials from WK	0.75
12/15/2003 SMG Conference with Keith Findley; Review materials from KF files	2.80
SMG Travel to/from Madison to review files	3.10
12/16/2003 SMG Travel to/from Manitowoc area to meet with client, witness; lunch, confer re case en route with WK	4.50
SMG Meet with client, witness at client's home	1.50
12/18/2003 SMG Review AG's report (.5); telephone conference with WK (.2); telephone conference with w/ client (.1); telephone conference with WK (VM) (.1)	0.90
12/19/2003 SMG Review more of AG's report (.2) telephone conferences with WK - VM (.2)	0.40



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	<u>HOURS</u>
12/20/2003 SMG Complete review of AG's report (.3) telephone conference with WK (.2)	0.50
1/10/2004 SMG Conference with co-counsel	2.00
1/19/2004 SMG Conference with Walt Kelly	1.60
1/23/2004 SMG Conference with WK	0.75
3/5/2004 CSJ Research re exculpatory information	1.00
4/5/2004 SMG Conference with WK	0.60
7/7/2004 CSJ Research re exculpatory information	0.70
8/4/2004 CSJ Review and index file	4.00
8/13/2004 SMG Conference with WK	1.50
8/23/2004 CSJ Research re exculpatory information	4.00
8/24/2004 SMG Conference with co-counsel; Conference with victim, atty; telephone conference with K. Findley	5.10
CSJ Review file re arguments	0.50
9/2/2004 SMG Conference with W Kelly	0.50
11/27/2004 SMG Conference with WK	1.80
11/29/2004 SMG Conference with W Kelly	0.50
11/30/2004 SMG Conference with W Kelly	1.60
12/10/2004 SMG Review answer filed by Kocourek	0.40

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	<u>HOURS</u>
12/10/2004 SMG Review answer filed by Vogel	0.40
12/13/2004 SMG Review letter from court regarding possible conflict	0.20
12/14/2004 SMG Telephone conference with WK re: court letter, refusal rules	0.30
12/17/2004 SMG Correspondence with court responding to conflict letter	0.50
12/21/2004 SMG Review letter from Attorney Pollen regarding conflict	0.20
12/22/2004 SMG Review letter from Attorney Kaiser regarding conflict	0.20
12/28/2004 SMG Rule 16 scheduling conference notice	0.20
1/1/2005 SMG Meeting with Walt Kelly	
2/8/2005 SMG Meeting with Walt Kelly; Rule 26 conference with all counsel	
SMG E-mail to Jack Schairer	0.20
2/10/2005 SMG Correspondence regarding Reesa Evans	0.30
SMG Review draft of Rule 26 conference report	0.20
2/17/2005 SMG Review 2nd draft of Rule 26 report	0.20
2/23/2005 SMG Review 3rd draft of Rule 26 report	0.20
2/24/2005 SMG Review final draft of Rule 26 report	0.10
2/25/2005 SMG Review Innocence Project Materials re: production	0.80

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	<u>HOURS</u>
2/26/2005 SMG Review files re preparation of report	3.20
2/27/2005 SMG Review files re preparation of report	6.00
2/28/2005 SMG Review final draft of report re R. 26; telephone conference with w/ WK	0.25
5/7/2005 SMG Conference with WK	2.50
5/9/2005 SMG Travel to Madison	3.00
SMG Review AG files in Madison	4.00
5/10/2005 SMG Conference w/ WK re documents, depos	0.25
5/11/2005 SMG Prepare for depositions	1.70
5/12/2005 SMG Depositions in Madison of DCI agents Strauss, Lehman, AAG Fallon	7.50
SMG Depositions in Madison -- Travel	1.50
SMG Depositions in Madison -- conferences w/ W. Kelly re depositions of 5/12 and upcoming on 5/13	2.50
5/13/2005 SMG Depositions in Madison -- DCI agents and AAG's	6.50
SMG Depositions in Madison -- DCI agents and AAG's: conferences with W. Kelly, other counsel (JS Olson, Mike Fox)	2.00
SMG Travel to MKE	1.50
CSJ Research re evidence issues	3.00
5/18/2005 CSJ Conference with SMG re research	0.10

	<u>HOURS</u>
5/19/2005 SMG Conference with W. Kelly	1.20
5/26/2005 SMG Travel to/from Manitowoc to review original of MTSO file	3.00
SMG Review original of MTSO file	1.50
6/6/2005 SMG Conference with W. Kelly re depos, legal research, documents	2.00
6/16/2005 SMG Skim over documents from Public Defender and Stefanic	0.80
6/21/2005 SMG Conference with W. Kelly; telephone conference with opposing counsel re conference call; telephone conference with K. Findley	1.75
SMG Closely review documents from Public Defender and Stefanic; telephone conference with W. Kelly re same	1.60
6/22/2005 CSJ Conference with SMG and W. Kelly	0.40
7/1/2005 CSJ Review article and case	2.50
7/4/2005 CSJ Research re liability	3.60
7/6/2005 SMG Conference with W. Kelly re interrogatories; review documents	6.50
7/9/2005 SMG Conference with W. Kelly; telephone conference with Arland Avery, client's uncle, re MCSD employees	3.25
7/10/2005 SMG Conference with WK re deposition subjects	1.60

			<u>HOURS</u>
7/11/2005	SMG	Deposition of SPD records custodian in Madison; travel	4.25
7/12/2005	SMG	Review documents from clerk and from sheriff; travel to Manitowoc	6.50
7/13/2005	SMG	Depositions of reps from clerk and from sheriff; travel to Manitowoc; Conference with client; Conference with WK	8.50
	CSJ	Research re liability	1.10
7/14/2005	SMG	Depositions of Two Rivers Pol. Dept. and Mtwc Pol. Dept. records custodians in Manitowoc; travel and confer with Walt Kelly	11.00
7/18/2005	CSJ	Research re liability	1.80
7/20/2005	CSJ	Research re liability	0.90
7/28/2005	CSJ	Research re liability	0.70
7/29/2005	CSJ	Research re liability	4.70
	CSJ	Conference with Walt Kelly	0.10
8/1/2005	SMG	Review materials re depositions; memo to staff re organizing materials for 8/4 and 8/5 depositions.	0.80
		Review AG documents; create chart	3.00
	CSJ	Research re liability	3.30
8/2/2005	CSJ	Research re liability	2.20
		Review AG documents; create chart	2.00

			<u>HOURS</u>
8/2/2005	SMG	Conference with Jim Bolgert in Sheboygan; travel; conference with Walt Kelly	3.50
8/3/2005	SMG	Prepare for depositions	1.40
	CSJ	Research re liability	3.10
8/4/2005	SMG	Depositions in Manitowoc; travel; conference with Walt Kelly; prepare for depositions on 8/5	10.50
	CSJ	Research re liability	8.20
8/5/2005	SMG	Prepare for and conduct depositions in Manitowoc; travel; conference with Walt Kelly	11.00
	CSJ	Research and prepare memorandum	5.00
8/9/2005	SMG	Telephone conference with C. Covelli office re scheduling review of DAd	
	SMG	Telephone conference with C. Covelli office re scheduling review of DA materials	0.20
8/10/2005	SMG	Conference with W. Kelly; telephone conferences with C. Covelli, T. Bascom, A. Doyle.	2.50
8/18/2005	SMG	File review for depositions	0.60
	SMG	Telephone conferences with defense counsel re inspections, depositions	0.50
	SMG	Review DA file copy @ Crivello offices; order copies	1.50

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	<u>HOURS</u>
8/23/2005 SMG Travel to/from Manitowoc to review DA files	3.00
SMG Review DA files, closed and 85FE118	3.00
8/24/2005 SMG Travel to manitowoc for depos	3.00
SMG Depos of J. Bolgert, Leroy Beilke	6.00
8/25/2005 SMG Depos of Badker, Petersen	4.00
SMG Travel to manitowoc for depos	3.00
9/1/2005 CSJ Research re liability	0.20
10/1/2005 SMG Conference with W. Kelly	2.00
10/3/2005 SMG Review videotaped depositions of Rohrer and M. Griesbach	2.25
10/4/2005 SMG Telephone conference with W. Kelly; review amended answer - Vogel; telephone conference with K. Findley office	0.50
10/9/2005 SMG Review tapes of Roher/Griesbach depos	1.30
10/10/2005 SMG Prepare for depos	1.10
10/11/2005 SMG Depos of James Lenk, Ramona Marcelle, Sandy Morris; travel; conferences with WK	9.75
10/13/2005 SMG Travel to/from Manitowoc; Conference with client, W. Kelly; Depositions Yanda, Nicholson, Conrad, Petersen (Sheriff), Colbern	11.50
10/26/2005 SMG Travel to Manitowoc; Conference with W Kelly; deposition of Gene Kusche; return to Grafton; telephone conference with witness	12.00

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		<u>HOURS</u>		
	T. Bergner; return to M'twoc; Meeting w/client w/ witness; travel to MKE			
11/9/2005	SMG telephone conferences with W. Kelly re scheduling depositions re new criminal case	0.40		
11/10/2005	SMG Conference with client at Chilton jail; travel	1.10		
	SMG telephone conferences with DA, court re scheduling Prelim. Hrg.	0.40		
11/11/2005	SMG Conference with client at Chilton jail; travel	1.40		
11/17/2005	SMG telephone conferences with W. Kelly, A. Kaiser, ASPD Erik Loy re scheduling depositions in light of new criminal case	0.80		
TOTAL FEES		286.50	<u>AMOUNT</u>	\$89,832.50

Attorney Summary		<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
<u>Name</u>				
Carol S. Josten		51.10	175.00	\$8,942.50
Paralegal		5.00	50.00	\$250.00
Stephen M. Glynn		230.40	350.00	\$80,640.00

EXPENSES:

12/12/2003	WPR Cassette Tape			15.00
11/5/2004	Action Legal Copy Service-transcript copies-for Attys Findley and Warden ck #4592			272.18
3/16/2005	Action Legal Copy Service ck #4806			7,767.60
3/29/2005	Federal Express ck #4846			81.10

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	<u>AMOUNT</u>
5/9/2005 Travel to Madison to review AG records: 167 mi. @ .405/mi	67.64
5/10/2005 Action Legal Copy Service ck #4898	134.26
5/12/2005 Travel to/from Madison for depositions: 164 mi. @.405/mi	66.42
5/13/2005 Concourse Hotel	175.09
5/16/2005 Concourse ck #4934	175.09
5/26/2005 Mileage to/from Manitowoc 215 miles at .405/mi	87.00
6/22/2005 MCI conference call ck #5038	84.71
7/12/2005 Mileage to/from Manitowoc 215 miles at .405/mi	87.00
7/13/2005 Mileage to Manitowoc 215 miles at .405/mile	87.00
7/14/2005 Mileage to Manitowoc 215 miles at .405/mile	87.00
7/19/2005 Clerk of Circuit Court ck #5026	31.25
7/27/2005 Kvidera Investigations ck #5033	2,104.30
8/19/2005 Crivello, Carlson and Mentkowski, S.C. - copies of DA file ck #5073	26.04
8/23/2005 Mileage to/from Manitowoc 215 miles at .405/mi	87.00
8/24/2005 Mileage to/from Manitowoc 215 miles at .405/mi	87.00
8/25/2005 Mileage to/from Manitowoc 215 miles at .405/mi	87.00
9/20/2005 Kvidera Investigations ck#5315	615.00
10/11/2005 Mileage to/from Manitowoc 215 miles at .485/mi	104.28
10/13/2005 Mileage to/from Manitowoc 215 miles at .485/mi	104.28
Kvidera Investigations ck #5355	555.05
11/9/2005 AmericInn	73.14

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	<u>AMOUNT</u>
TOTAL EXPENSES	<u>\$13,061.43</u>
TOTAL FEES AND EXPENSES	\$102,893.93
12/13/2004 Payment - thank you. Check No. 2963788	(\$136.09)
12/13/2004 Payment - thank you. Check No. C9115253	<u>(\$136.09)</u>
Total payments and adjustments	<u>(\$272.18)</u>
BALANCE DUE	<u><u>\$102,621.75</u></u>