

AGREEMENT FOR LEGAL REPRESENTATION

Benjamin Cunningham, residing at 2429 Southern Boulevard, Bronx, New York ("Client"), retains Daniel A. Eigerman, an attorney admitted to practice before the United States District Courts of the Southern and Eastern Districts of New York, the United States Circuit Court of Appeals for the Second Circuit, and the United States Supreme Court, as well as the Courts of New York State ("Counsel"), to represent him on his appeal to the Circuit Court of Appeals of the Second Circuit from the judgment of the United States District Court for the Southern District of New York entered August 11, 2011 in the matter of Cunningham v. DUSM McCluskey et al., District Court index number 05 CV 10169.

1. Services. The services to be performed by Counsel include: correspondence on Client's behalf, as necessary; conferences with Client regarding facts and evidence in support of the appeal; review of the District Court file; assembling an appendix of documents necessary to determine the appeal; the drafting of a principal appeal brief; analysis of the answering brief of the defendants-appellees; the drafting, as necessary, of Client's reply brief; application, as necessary, for oral argument; argument of Client's appeal before the Circuit Court of appeals, as necessary; drafting and

arguing any necessary motions to the Court of Appeals and drafting and arguing opposition to motions brought by the defendants-appellees; and all such other services as may reasonably be necessary to conduct the appeal in Client's interest.

2. Fee. Client agrees to pay Counsel for the professional services indicated above at the rate of \$ 300 per hour.

3. Costs and Disbursements. Client understands and agrees that the fee set forth in paragraph 2, above, does not cover the costs and disbursements of conducting the appeal. Such costs and disbursements may include, among other things, fees payable by law to the Court, the charges of appellate printers, and overnight courier or messengers.

4. Payment of Fee. Counsel acknowledges that Client has made an initial payment of \$ 4,000 toward Counsel's fee. Commencing on or about December 1, 2011, Counsel will provide Client within the first five days of each month a statement of the hours worked during the previous month and of the fee, if any, due therefor. Client agrees to pay any such amount within 15 days of the date of such statement.

5. Payment of Costs and Disbursements. Counsel will provide Client within the first five days of each month a statement of the costs and disbursements, if any, incurred during the previous month. Client agrees to

pay such costs and disbursements within 15 days of the date of such statement. Counsel will not incur a cost, or make a disbursement, in excess of \$ 100 without Client's prior approval.

6. Termination.

(a) Client understands and agrees that if Client at any time fails to make payment as described in paragraph 4 or 5, above, or if Client refuses to accept Counsel's advice as to the conduct of the appeal or fails to cooperate or assist in the conduct of the appeal, Client will by such failure or refusal automatically dismiss Counsel as his attorney.

(b) Client may dismiss Counsel as his attorney with or without cause at any time. If Client dismisses Counsel without cause Client shall be responsible to Counsel for Counsel's services performed until the date on which Counsel actually receives notice of the dismissal, at the rate of \$ 300 for every hour worked by Counsel, less amounts already paid.

7. Efforts, Outcome, Time of Adjudication. Counsel agrees to assert his best efforts on Client's behalf and to advance Client's matter diligently. Client acknowledges and agrees that Counsel has made no representation, and can make no representation, regarding the outcome of the appeal or the time that the Court may require to determine the appeal or may require or allow for any procedure.

8. Arbitration. In the event of a dispute between Client and Counsel relating to the fee, Client may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client on request.

9. Statement of Client's Rights. Client acknowledges that Client has read the Statement of Client's Rights, a copy of which is attached. Client and Counsel acknowledge that this Agreement is subject to the Statement of Client's Rights. If any provision, above, of this Agreement is not consistent with any obligation or responsibility set forth in the Statement of Client's Rights, the obligations and responsibilities of Client and Counsel shall will be as provided in the Statement of Client's Rights.

B. C.
Benjamin Cunningham
Date: NOVEMBER 7, 2011

Daniel A. Eigerman
Daniel A. Eigerman
Date: November 3, 2011



STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability



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