

RETAINER AGREEMENT

PLAINTIFF
EXHIBIT
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1. It is hereby agreed by the undersigned that AVILA & TOMIC LLC ("Attorneys") will represent AARON PATTERSON ("Client") in connection with Client's claims arising out of civil rights violations and any and all claims against the City of Chicago specifically the Chicago Police Department, specific officers, Cook County, specifically the State's Attorney regarding but not limited to Case No. C 4433. This representation shall include negotiation and exploration of the possibility of a settlement satisfactory to the Client, or, if necessary, filing and pursuing a civil rights lawsuit on Client's behalf.
2. In consideration for such services, including, if necessary, representation at a trial on the merits, Attorneys shall receive a percentage of the gross value of any and all judgment(s), award(s) or settlement(s) (collectively "Recovery") received by the Client (hereafter, the "Contingent Fee"), in addition to and apart from the Statutory Fees discussed below. These attorney fees are free and clear of any other liens of claims specifically but not limited to claims by any other attorneys previously on this case or any other related case.
3. Client is advised and understands that the out-of-pocket costs necessary to pursue the litigation will likely run into the thousands of dollars, and Client authorizes Attorneys to incur all expenses which they deem necessary to prosecute Client's claim. These out-of-pocket costs ("Costs") involved in prosecuting this action may include but are not limited to: filing fees, copies, research, expert witness expenses, deposition transcripts, process server fees, computer research, messenger service fees, travel costs, and third party copying expenses, etc.
4. Client has been advised and understands that Attorneys are willing and able to represent Client under the following terms:

The Client agrees that Avila and Tomic LLC shall be entitled to 33.33% of any Recovery ultimately received. The 33.33% recovery that Avila and Tomic LLC shall be entitled to receive shall be free of any and all other attorney's liens or fees associated with this case.

5. If for any reason the Client does not recover any money as a result of litigation brought on Client's behalf by the Attorneys, Client shall not owe Attorneys any compensation for Attorneys' hourly time expended working on Client's case. However, if Client decides to terminate representation with Avila & Tomic LLC and subsequently receives a settlement in this case after said termination than Avila & Tomic LLC will have a right to a portion of the settlement recovery not only for the Quantum Meruit amount of time in this case but also for a percentage of the settlement amount due to the value of Avila & Tomic in this case.

6. In addition to the Contingent Fee described above, Client has been advised and understands that under the applicable federal statute, 42 U.S.C. § 1988, in the event Client is ever the prevailing party with respect to litigation, EITHER BY SETTLEMENT OR BY JUDGMENT, the Attorneys are entitled by federal statute to petition the Court for an award of attorneys' fees against the Defendants for Attorneys' total reasonable billable hours at a fair market rate for attorney services (hereafter, the "Statutory Fees"). Client agrees that Attorneys shall have the right to apply for and collect any Statutory Fees, and Client expressly agrees not to waive, either in full or part, the right to seek Statutory Fees. Any interest Client may have in the Statutory Fees is assigned to Attorneys; Client further agrees

that any future interest Client may acquire in the Statutory Fees will be assigned to Attorneys. Client further agrees that Attorneys may intervene to protect their interest in an award of Statutory Fees. Client also understands that without this additional financial incentive, it would not be as economically feasible for Attorneys to pursue this litigation vigorously on behalf of the Client. In the event Attorneys are entitled under 42 U.S.C. 1988 to those Statutory Fees as prevailing parties, the Statutory Fees shall be paid by the Defendants in this litigation, and under no circumstances by the Client, except in the event that Client breaches this Agreement and elects (without consent of Attorneys) to accept any settlement that does not include all or a portion of these Statutory Fees, in which case Client shall be obligated to compensate Attorneys in full for the value of any Statutory Fees not received by Attorneys.

7. Attorneys and Client agree to adopt this fee arrangement because it is the opinion of all of the undersigned that this fee arrangement maximizes not only the Attorneys' financial incentive to prevail for Client, but this arrangement also maximizes Attorneys' incentive to endeavor to obtain the maximum possible amount of compensation/recovery/settlement from the Defendants. Specifically, but not limited to, the timing of entry of Avila & Tomic LLC, their superior negotiating skills, and approach to this case uniquely increase their value and the value for the client.

8. Client has been advised and understands that under the applicable federal statute, any Defendants would be entitled to petition the court for their out-of-pocket costs in the event those Defendants prevail in any legal action, and Client understands and acknowledges that Client, not Attorneys, would be responsible for any such court-ordered award of defense costs.

9. Attorneys are not tax lawyers, nor do they have any expertise in matters relating to taxation. Accordingly, the scope of Attorneys' representation of Client does not include tax matters, and Attorneys will offer no advice to Client relating to tax implications of settlement verdicts in this matter. Instead, Client is encouraged to seek assistance in all matters relating to taxation from independent tax professionals selected by the Client. Moreover, Attorneys are not necessarily criminal lawyers, and while they may assist in other collateral criminal cases, that they are not lawyers of record nor liable for any other criminal matters the client has pending.

10. Client recognizes that just as there is a substantial variation in the billing rates of, for instance, corporate attorneys or commercial attorneys, so too there is variation in the compensation structures of civil rights attorneys, and there may well be other attorneys in the Chicago area willing to represent Client pursuant to a different compensation arrangement. Client further recognizes and understands that the undersigned Attorneys are accepting a considerable financial risk in undertaking this representation in that Attorneys will receive absolutely no compensation for their time and efforts if Client does not prevail, and there are other cases which Attorneys could be pursuing if Attorneys did not take Client's case. Accordingly, the parties adopt the compensation structure set forth herein as an inducement for Attorneys to take and pursue this case.

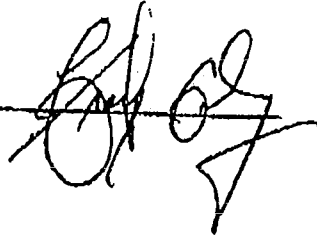
11. Client understands that at this point it may be in his best interest to settle this matter and will make a good faith effort to listen and cooperate with his attorneys. Moreover, Client understands that attorneys did not enter into this case from the inception and are still entitled to one third of settlement or award proceeds and attorneys are not liable for the actions or inaction of previous attorney(s). Lastly, Client is aware that there

are or may be other financial claims on his potential ultimate settlement and/or award specifically but not limited to loans to the client, other attorneys fees on this case, and other attorneys fees on other cases and that any and all of these claims may, are or could be made on his settlement/award. These claims by third parties are not against any monies earned by Avila & Tomic LLC.

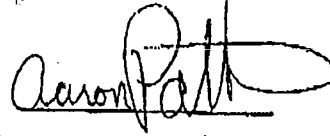
AVILA & TOMIC LLC, ATTORNEYS:

BY:

Dated:



CLIENT:



Dated: May 30, 2006

AARON PATTERSON

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JOINT VENTURE AGREEMENT

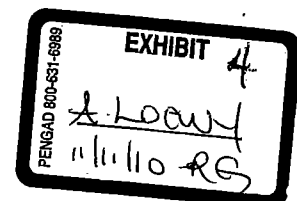
THIS AGREEMENT is made on the 10th day of January, 2007, by and between Barry & Loewy LLP, a Texas limited liability partnership having its principal place of business in Austin, Texas (hereinafter referred to as "B&L") and Avila Tomic & Associates, having its principal place of business in Chicago, Illinois (hereinafter referred to as "ATA").

WHEREAS, B&L and ATA (collectively the "Firms") have agreed to represent Aaron Patterson ("Client") in pursuit of all of his claims, currently pending and/or to be filed, against all Defendants, including, but not limited to, Jon Burge, James Pienta, William Marley, Raymond Madigan, William Pedersen, Daniel McWeeny, Joseph Danzl, Peter Troy, William Lacy, Richard Devine, Terry Hillard, Leroy Martin, Gayle Shines, Thomas Needham, City of Chicago, Cook County, and Cook County State's Attorneys' Office, and any other responsible parties ("Defendants") concerning the torture and wrongful imprisonment of Client, and any other relevant acts (the "Litigation").

WHEREAS, the Firms desire to share the responsibilities for the Litigation equally on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Firms agree as follows:

1. B&L and ATA desire to bring claims against all Defendants and will make a good faith effort to equally share the work between Firms.
2. It is agreed and understood that the Litigation shall require that the Firms incur certain third-party expenses such as investigation costs, consultant fees, court costs, trial exhibit costs, deposition costs, expert witness fees, travel costs, alternative dispute resolution costs, and other expenses for which third parties will bill Firms ("Out-of-Pocket Expenses"); and that Firms will also incur in-house expenses such as duplication costs, facsimile costs, delivery fees, automated legal research fees, mailing and postage costs, telephone charges, and other expenses ("Firm Expenses") resulting from the Litigation. Each Firm agrees to pay its own Firm Expenses. B&L agrees to pay all Out-of-Pocket Expenses. Any Out-of-Pocket expenses not

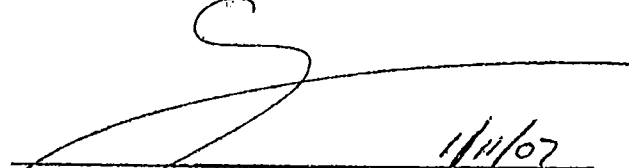


specifically enumerated above must be approved by Adam J. Loewy of B&L before they are incurred and B&L made responsible for payment.

3. It is agreed and understood that both parties entering into this Agreement shall pay their own Firm Expenses incurred in pursuit of the Litigation.
4. After each Firm is reimbursed is Out-of-Pocket and Firm Expenses, the Firms shall spilt any remaining recovery from the Litigation in the following manner. Recovery means the 1/3 attorneys' fees referenced and defined in the Retainer Agreement between Avila & Tomic LLC and Aaron Patterson (dated May 30, 2006): B&L shall receive 50% of the attorneys' fees and ATA shall receive 50% of the attorneys' fees.
5. B&L and ATA agree to this joint venture and agree to continue this venture until one party decides that the litigation is no longer profitable. If a party abandons the Litigation (voluntarily, or involuntarily, such as if fired by the Client), that party shall have the right to recover its Out-of-Pocket and Firm Expenses plus a reasonable percentage of any recovery for all work performed in pursuit of the Litigation from any recovery resulting from the Litigation, including, but not limited to, any settlement or judgment against the Defendants. Recovery of either parties' Out-of-Pocket and Firm Expenses plus a reasonable hourly rate for work performed in furtherance of the Litigation in which the Firms had worked on together is solely dependant upon a recovery being made in the Litigation. Neither Client nor the non-abandoning firm are responsible for the abandoning firm's Out-of-Pocket and Firm Expenses if a recovery in the Litigation is not made.
6. B&L and ATA may decide that it is appropriate to associate other law firms to help prosecute the Litigation. B&L and ATA, upon unanimous agreement, may associate other counsel and dilute their stakes in this venture proportionally in order to compensate any newly associated law firm. This provision's intent is so that B&L and ATA are diluted equally if any such association is made.
7. Any disputes arising out of this Joint Venture Agreement shall be resolved, by final and binding arbitration conducted in Austin, Texas, administered by and in accordance with the then existing Streamlined Rules of Practice and Procedure in Arbitration of J•A•M•S/ENDISPUTE, and any judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction to do so.
8. This Joint Venture Agreement is prefaced on the express understanding as outlined in the Retainer Agreement between Avila & Tomic LLC and Aaron Patterson (dated May 30, 2006) that the attorneys' fees (1/3 of the total recovery from all Defendants) is "free and clear" of any prior existing monetary and/or attorney's liens.


IN WITNESS WHEREOF, the Firms hereto to this three (3) page Joint Venture Agreement have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, on the date and year first above written.

BARRY & LOEWY LLP



Carl R. Barry Date 11/11/07

AVILA TOMIC & ASSOCIATES



Frank B. Avila Date Dec. 10, 2007