

CHESTNUT, SANDERS,
SANDERS, PETTAWAY &
CAMPBELL, L.L.C.
One Union St.
Selma, AL
36701

LAW OFFICES OF
JAMES SCOTT FARRIN
4819 Emperor Blvd.,
Suite 200
Durham, NC
27703

McEACHIN & GEE LLP
4719 Nine Mile Rd.
Richmond, VA
23223

POGUST, BRASLOW &
MILLROOD, LLC
161 Washington St.
Suite 1520
Conshohocken, PA
19428

CONLON, FRANTZ &
PHELAN, LLP
1818 N St, N.W.,
Suite 400
Washington, DC
20036

STINSON MORRISON
HECKER
1150 18th St., N.W.,
Suite 800
Washington, DC
20036

HENINGER, GARRISON &
DAVIS LLC
PO Box 11310
2224 1st Avenue N
Birmingham, AL
35202

CALTON & RUTLAND
LLC
Post Office Box 696
Eufaula, AL
36027

LAW OFFICES OF
CALTON & CALTON
226 East Broad Street
Eufaula, AL
36027

4819 Emperor Blvd., Suite 200 Durham, NC 27703
www.blackfarmerclaims.com
1 (866) 472-7826

BLACK FARMERS LITIGATION RETAINER AGREEMENT

I, the undersigned (“Client”), hereby retain jointly the Law Offices of Chestnut, Sanders, Sanders, Pettaway & Campbell, L.L.C.; the Law Offices of James Scott Farrin; McEachin & Gee LLP; Pogust, Braslow & Millrood, LLC; Conlon, Frantz & Phelan, LLP; and Stinson Morrison Hecker, LLP (collectively the “Law Firms”) to represent me in my claim for damages against the United States Department of Agriculture for discrimination in the processing of applications for participation in federal farm credit or benefit programs between January 1, 1981 and December 31, 1996. My claim in the *Pigford I* case was not decided, and I understand that the law has been revised, pursuant to the 2008 Farm Bill, to permit me to pursue my *Pigford* claim now.

Client Responsibilities: The Client is responsible for assisting the Law Firms in acquiring proof related to substantiating the Client’s claim. Further, the Client shall inform the Law Firms if there are any changes in the contact information listed below. The toll-free phone number for the Law Firms is **1-866-472-7826**.

Attorneys’ Fees: The Law Firms shall be paid a fee of twenty percent (20%) of any gross amounts recovered on behalf of the Client by way of suit and/or settlement (“Fees”), and shall be reimbursed from such gross recovery for expenses incurred on behalf of the Client, including a pro rata portion of expenses incurred on behalf of all of the clients of the Law Firms. The Law Firms will advance the expenses of the litigation, and because of the Client’s financial circumstances, the Client will not be responsible for expenses unless money is awarded to the Client. The Law Firms will make a reasonable attempt to obtain an award of attorney’s fees and expenses from the Defendant. If the Law Firms are awarded fees of less than twenty percent (20%) of the Client’s gross recovery, the difference will be paid to the Law Firms from the Client’s award. In addition, the Law Firms have agreed to divide the Fees among themselves, but this will not affect the Client’s recovery or the amount paid in Fees. The Client will be informed of the specific division of fees at the time that the Law Firms disburse any recovery to the Client.

Affiliate Counsel: The Law Firms may affiliate with other law firms to assist them, under the supervision of the Law Firms, in the prosecution of the Client’s claim. The Client will not be charged any additional fees for such affiliated counsel.

Right to Terminate: The Law Firms will fully investigate the Client’s claims, and if, in the Law Firms’ opinion, the claim does not have adequate basis, the Law Firms shall have the right, at any time, to terminate their representation of Client by notifying the Client in writing by mail at the Client’s last known address.

THIS AGREEMENT SUPERCEDES ALL PREVIOUSLY EXECUTED AGREEMENTS FOR PROVISION OF LEGAL SERVICES WITH RESPECT TO THIS CLAIM.

SIGNED AND AGREED ON _____, 2008

CLIENT SIGNATURE

CLIENT NAME (PRINTED)

CLIENT ADDRESS

HOME PHONE AND CELL PHONE

CLIENT E-MAIL

PIGFORD I TRACKING NUMBER

CLIENT SOCIAL SECURITY NUMBER

FOR THE LAW FIRMS