

Exhibit A

RICHARD D EMERY
ANDREW G CELLI, JR
MATTHEW D BRINCKERHOFF
JONATHAN S. ABADY
ILANN M MAAZEL
ERIC HECKER
GWYNETH BURN
MARIANN MEIER WANG
KATHERINE ROSENFELD
ANDREW WILSON
ALBA MORALES

EMERY CELLI BRINCKERHOFF & ABADY LLP

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May 23, 2006

Emil Mann, Jr.
7 Revere Road
Monroe, NY 10950

Re: *Retainer Letter Agreement*

Dear Emil:

This letter reflects and confirms our agreement pursuant to which you have engaged Cochran Neufeld & Scheck LLP, Emery Celli Brinckerhoff & Abady LLP, and Catalano & Plache PLLC (collectively "the Firms") to represent you in accordance with the terms of this Retainer Agreement.

You have engaged the Firms to prosecute or adjust a suit for civil rights violations and related causes of action arising from the unjust fatal shooting of your father, Emil Mann, Sr. ("the Claim"). We anticipate filing a petition with the New Jersey Surrogate Court to have you appointed executor of Emil Sr.'s estate so that you can pursue the Claim on behalf of the estate. You have engaged the Firms to represent you in your anticipated role as executor of your father's estate.

You agree that the Firms have agreed to undertake your representation subject to their investigation of the facts. You agree that if the Firms determine, in their sole judgment, that it is not feasible to prosecute the Claim, the Firms are permitted to cease all work on the Claim and are authorized to discontinue your representation, upon written notice to you at your last known address, by regular mail.

You agree that the Firms' fees will be the greater amount of either (A) any attorneys' fees which may be awarded to the firms and paid pursuant to statute, court order, and/or settlement, or (B) a variable percentage (as described in the remainder of this paragraph) of the total of: (i) any award, judgment, or settlement resolving the matter that is actually received by you, and (ii) any attorneys' fees which may be awarded to the firms and paid pursuant to statute, court order, and/or settlement. The variable percentage applicable to the preceding sentence will be: (i) thirty-three and one-third percent (33 1/3%) on the first \$500,000 recovered; thirty percent (30%) of the next \$500,000 recovered; twenty-five percent of the next \$500,000 recovered; and twenty percent (20%) of the next \$500,000 recovered. Pursuant to New Jersey law (*see* Rules 1:21-7(c)(5) and 1:21-7(f) of the Rules Governing the Courts of the State of New Jersey), the Firms must submit an application to the court for attorneys' fees on any money recovered above the first \$2,000,000.00, and the amount of such fees is within the discretion of the court. You agree that it will be fair and reasonable for the Firms to collect

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thirty-three and one-third percent (33 1/3%) of any money recovered above the first \$2,000,000.00, and you agree to support an application by the Firms to the court to receive such a fee. The Firms acknowledge that your support of their application to the court to collect 33 1/3% of any money recovered above the first \$2,000,000.00 is not binding on the court, and that the court has discretion to set a reasonable fee, as the circumstances warrant, on any money recovered above the first \$2,000,000.00. The Firms agree that, notwithstanding any other provision in this Retainer Agreement, in no event will the Firms' fees exceed the limits on contingency fees set forth in Rule 1:21-7 and in Rule 1.5 of the New Jersey Rules of Professional Conduct.

You consent to the joint participation of the Firms in prosecuting the Claim, and you acknowledge and agree that any attorneys' fees will be divided among the Firms. The Firms agree that they shall not collectively or separately receive any attorneys' fees in excess of those payable to the Firms pursuant to the previous paragraph of this Retainer Agreement. For your information, the Firms will divide any attorneys' fees among themselves as set forth in the remainder of this paragraph. Catalano & Plache shall receive 16.65% of the 33.3% attorneys' fees on the first \$500,000.00 recovered; 15% of the 30% attorneys' fees on the next 500,000.00 recovered; 12.5% of the 25% attorneys' fees on the next 500,000.00 recovered; 10% of the 20% attorneys' fees on the next 500,000.00 recovered; and, should the Claim result in a recovery in excess of two million dollars, Catalano & Plache's share of the fees on such excess amount shall be determined pursuant to the same formula (*i.e.*, Catalano & Plache's percentage share shall be half of the percentage that the attorneys' fees are with respect to the recovery).¹ The remaining fees will be divided between Cochran Neufeld & Scheck and Emery Celli Brinckerhoff & Abady based on those firm's pro rate share of the number of attorney hours spent prosecuting the claim, except that (a) Emery Celli Brinckerhoff & Abady shall receive 90% of its pro rata share, with the remaining 10% going to Cochran Neufeld & Scheck, and (b) if the total number of hours spent by Cochran Neufeld & Scheck and Emery Celli Brinckerhoff & Abady is, collectively, less than 500, those two firms will split their collective share of the attorneys' fees equally. In addition to all of the foregoing, the Firms will retain local New Jersey counsel to assist them in the prosecution of the Claim. The Firms will pay local New Jersey counsel by the hour, and such costs will be borne proportionately by each of the Firms based on their respective share of the total attorneys' fees; provided, however, that if the local New Jersey counsel's fees exceed \$50,000, any excess will be borne proportionately by Cochran Neufeld & Scheck and Emery Celli Brinckerhoff & Abady but not by Catalano & Plache.² Should you have any additional questions or require further clarification regarding this fee-sharing arrangement, please feel free to ask.

¹ For example, if the court determines that the attorneys should receive 30% of the recovery above the first \$2 million, Catalano & Plache shall receive 15% of that 30% fee. If the court determines that the attorneys should receive 40% of the recovery above the first \$2 million, Catalano & Plache shall receive 20% of that 40% fee. And if the court determines that the attorneys should receive 10% of the recovery above the first \$2 million, Catalano & Plache shall receive 5% of that 10% fee.

² Cochran Neufeld & Scheck and Emery Celli Brinckerhoff & Abady shall be responsible for identifying and retaining suitable local New Jersey counsel.

You acknowledge and agree that you, as the client, will be ultimately responsible for paying all disbursements made in connection with the institution and prosecution of the Claim, including photocopying and reproduction costs, messengers, long-distance telephone and telecopier charges, court costs, travel expenses, stenographic expenses, expert witness fees, facsimile transmission fees, mailing costs, electronic legal research charges, and other similar out-of-pocket expenses. During the course of prosecuting the Claim, the Firms will advance monies for such disbursements and expenses with the understanding that they will be reimbursed for same. At the conclusion of the case, the Firms' fees shall be computed on the net sum recovered after deducting such disbursements in accordance with N.J. Ct. R. 1:21-7(d). You will be provided with a signed closing statement upon the conclusion of this matter if a recovery is obtained as provided in N.J. Ct. R. 1:21-7(g).

You agree that, in order to enable the Firms to advocate effectively for your interests, you have an affirmative obligation to assist and to cooperate with the Firms during their representation of you. For example, you may be asked to furnish certain documents or information, or you may be required to attend depositions or court appearances. Consequently, you agree that you will provide requested documentation or information promptly. You agree that, if necessary, you will make your best effort to attend depositions or court appearances as requested by the Firms. You understand and agree that if you do not cooperate with the Firms reasonable, such non-cooperation will be, at the discretion of the Firms, ground for the withdrawal of the Firms from your representation.

By executing this letter, you agree that if any dispute between you and the Firms arises regarding this Retainer Agreement, our relationship with you, fees, malpractice, or our performance of any current or future legal services (whether those services are the subject of this particular agreement or otherwise), that dispute will be resolved by binding arbitration in a forum deemed appropriate by the parties or in accordance with N.J. Ct. R. 1:20A. Arbitration is a process by which both parties to a dispute agree to submit the matter to an arbitrator and abide by the arbitrator's decision. There are several important differences between a court proceeding and an arbitration. For instance, in an arbitration there is no right to a trial by jury, or appellate review; the rules of evidence and procedure are less formal there is typically less discovery and no right to compel production of witnesses; there may be fees payable to the arbitrator and the proceeding is typically less public. Arbitration usually results in a decision much more quickly than proceedings in court. Of course, we encourage you to ask us any questions you have about this process and to discuss the advisability of arbitration with other counsel or any advisors.

By executing this agreement, you agree and the Firms agree that any dispute as to legal fees will be resolved by arbitration in a forum deemed appropriate by the parties or in accordance with N.J. Ct. R. 1:20A.

You acknowledge that, before signing this Retainer Agreement, you have received and read it, been given an opportunity to ask questions, and understand each of the provisions set forth herein. You acknowledge that we have advised you to have independent counsel review all aspects of this retainer; however, it is your decision as to whether you wish to do so.

EMERY CELLI BRINCKERHOFF & ABADY LLP

If this letter accurately sets forth our agreement, please sign on the line above your name and return a fully-executed copy and retain the other for your file.

Very truly yours,



Eric Hecker

ACCEPTED AND AGREED:



Emil Mann, Jr.

Dated: 6/15/06

ACCEPTED AND AGREED:

Cochran Neufeld & Scheck LLP

Dated: _____

ACCEPTED AND AGREED:

Catalano & Plache PLLC

Dated: _____

EMERY CELLI BRINCKERHOFF & ABADY LLP

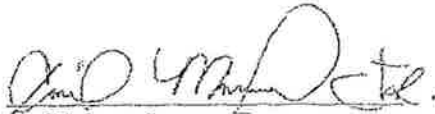
If this letter accurately sets forth our agreement, please sign on the line above your name and return a fully-executed copy and retain the other for your file.

Very truly yours,



Eric Hecker

ACCEPTED AND AGREED:



Emil Mann, Jr.

Dated: 6/3/06

ACCEPTED AND AGREED:

Cochran Neufeld & Scheck LLP

Dated: _____

ACCEPTED AND AGREED:



Catalano & Plache PLLC

Dated: 6/7/06

EMERY CELLI BRINCKERHOFF & ABADY LLP

If this letter accurately sets forth our agreement, please sign on the line above your name and return a fully-executed copy and retain the other for your file.

Very truly yours,



Eric Flecker

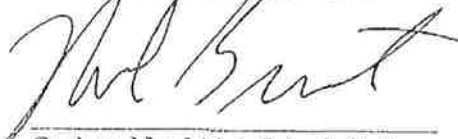
ACCEPTED AND AGREED:



Emil Mann, Jr.

Dated: 6/3/06

ACCEPTED AND AGREED:



Cochran Neufeld & Scheck LLP

Dated: 6/6/06

ACCEPTED AND AGREED:

Catalano & Plache PLLC

Dated: _____