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Retainer Agreement, 1982, July 29

Houseal, Willie H.

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W. H. H.

RETAINER AGREEMENT

WINNERSVILLE COALITION CONSULTANTS, an association organized within the City of Valdosta, does hereby retain Christopher Coates and such other attorneys as he may associate to bring a civil action in the United States District Court against the City of Valdosta, Georgia seeking to declare the present system of elections unconstitutional and violative of the Voting Rights Act of 1965 as amended. The remedy sought will be district elections and such other relief as may improve the access of minority voters to the electoral process. The association understands that other people will be represented in the same action and that Mr. Coates will not necessarily be in overall control of the combined litigation.

The association further understands that all attorneys participating in this action shall have the right to seek fees against the Defendants pursuant to 42 U.S.C. § 1988 or any other applicable law and that it has no claim on these fees. Additionally, it understands that with the other Plaintiffs it is jointly and severally liable for the costs of this action including filing fees, service fees, expert witness fees, deposition costs, copying costs, transportation costs and such other out-of-pocket expenses as may be incurred.

The association further agrees to cooperate fully with its attorneys in the preparation and trial of this case. If it refuses to cooperate, its attorneys will have the right to withdraw from this matter. In addition, this Retainer Agreement will cover only the trial stage of this litigation. The association's attorneys specifically reserve the right to decide whether or not to pursue any appeal which may be initiated by any party.

Christopher Coates reserves the right along with the American Civil Liberties Union to withdraw prior to trial of the issues should he or the ACLU be unable because of the multiple representation to have lead responsibility for the litigation. It is understood that this is unlikely and would only occur when other lead counsel withdraw and insufficient time is available for competent preparation by the ACLU and Mr. Coates.

This 29th day of July, 1983.

Willie Houseal
WILLIE H. HOUSEAL, EXECUTIVE DIRECTOR
WINNERSVILLE COALITION CONSULTANTS

Sworn to and subscribed
before me this 29th day
of July, 1983.

Robin Lee
NOTARY PUBLIC my commission expires: Notary Public, Georgia State at Large
My Commission expires Dec. 11, 1983

I accept the representation of WINNERSVILLE COALITION CONSULTANTS
under the terms and conditions set forth above.

CHRISTOPHER COATES, ACLU