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June 14, 2002

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

VIA FACSIMILE (505-281-7977)

Doug Copp
American Rescue Team International
P.O. Box 534
Sandia Park
Albuquerque, New Mexico 87047

Re: Doug Copp v. Demco, Inc.

Dear Mr. Copp:

You contacted our office this week to obtain confirmation of the financial details of the settlement we achieved in your federal court case here in San Francisco against Demco, Inc. and its Chief Executive Officer Patrick Callahan. You stated that you need this information to present as evidence of receipt of income pertaining to past employment services by you, in support of your claim for compensation for your disabling injuries that occurred due to your rescue work at the World Trade Center site following the terrorist attack of September 11, 2001.

We are happy to provide the information you need. However, we first must emphasize, and you should emphasize to whoever receives this information from you, that your settlement of your case against Demco was stated in the written settlement agreement to be strictly confidential. There is an exception in the event you are required to submit information about the settlement to an appropriate legal forum. It is probable that your need for

this information to support your injury compensation claim qualifies for this exception.

However, we are not entirely certain that your current need does qualify for such exception to confidentiality. Thus, it is your decision what you choose to do with this information. We are not responsible for any adverse consequences to you from Demco or Callahan if they should learn that you have disclosed this information. At minimum, you should strongly insist to whomever you provide this information that it be held in strictest confidence, used only for purposes of your injury claim, and that under no circumstances should Demco or Mr. Callahan be informed that you have released this information.

Please note that we have designated this letter, at the top of the previous page, as "Attorney-Client Privileged Communication." This is to make even more clear that we are not disclosing any of the information herein to any third party, and that it is entirely your decision to do so. The attorney-client privilege applicable to this letter belongs to you, and only you have the right to waive that privilege by releasing this letter as part of your World Trade Center injury claim. Moreover, by waiving the privilege as to the information in this letter, you most likely will have necessarily waived the privilege as to other information pertaining to the Demco case that was transmitted between you and this law firm. Again, it is entirely your decision whether you waive the privilege and release this letter.

As you will recall, in April 1998 we filed a federal court lawsuit here in San Francisco against Demco and Callahan alleging that those defendants failed to pay you percentage commissions that you earned for demolition business that you brought in to Demco and from which Demco earned revenue. These commissions were earned by you during work you performed for the defendants in 1994 and 1995.

You had a legitimate claim for commissions that, based on discovery and documentation in the case, appeared to be in excess of \$ 500,000. However, your financial resources were limited throughout 1998 and 1999, when the case was proceeding in Court, due to the fact that you by then were

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devoting all your time to your volunteer, unpaid rescue work as part of the American Rescue Team International.

The defendants made clear that the only way you would be able to obtain a six-figure amount of money from them was to spend tens of thousands of dollars on further pre-trial discovery, and then on a full trial. Although I believe we would have prevailed at trial, you decided that you simply did not have the financial resources to continue the battle.

Accordingly, you agreed to accept a settlement from Demco and Callahan in the amount of \$ 75,000, which, again, was substantially less than the reasonable value of your claim for unpaid commission compensation for the demolition business you brought to those defendants. Demco delivered those funds to my office on December 15, 1999. From that gross amount, this law firm received a \$ 25,000 attorney's fee (one-third of \$ 75,000 in accordance with your contract with this firm), this law firm received a further \$ 3,000 as reimbursement for out-of-pocket costs, and you received \$ 47,000 as your net share of the \$ 75,000. We delivered our check for that \$ 47,000 amount to you on December 17, 1999. In exchange, Demco and Callahan received from you a dismissal with prejudice of your case against them.

If we can provide any additional assistance or information with your World Trade Center injury claim, we will be more than happy to do so. Please do not hesitate to contact us, or have those responsible for paying such compensation contact us.

Yours very truly,


James Braden

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