

Declaration of David Demo

I, David Demo, do declare and say:

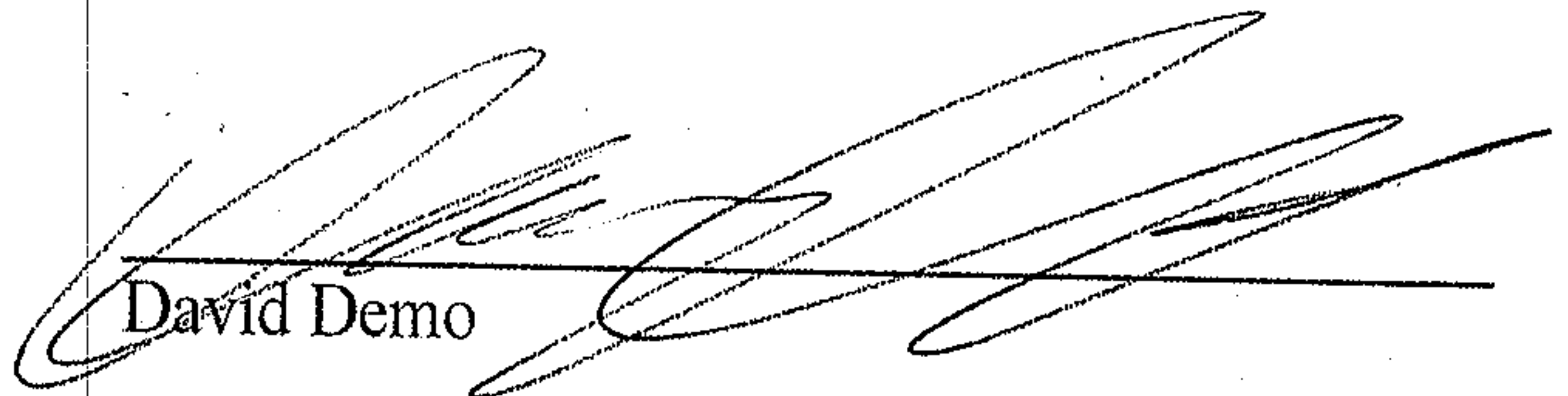
1. I am a twenty-five-year-old man and a resident of Cannonball, North Dakota, and I make this declaration in support of plaintiffs' request for injunctive relief against unconstitutional treatment of persons demonstrating against the Dakota Access pipeline. The information contained in this declaration is based on my personal knowledge and if called to testify, I could and would competently testify thereto.
2. I was born in Maine, and have indigenous Panobscott heritage, but was raised in New Hampshire.
3. I am a supporter of the movement to stop the Dakota Access Pipeline. I came to the water protectors' camp mid August 2016, to protest the pipeline's desecration of ancestral sacred and burial sites and its threat to the environment and water supply. I have been staying at the Sacred Stone camp the entire time.
4. I have been participating in prayer assembly and protest actions in the area of the water protectors' camp, and Bismark, and Mandan ever since I arrived here. I estimate I have participated in 20 or more actions. Prior to the end of October, the police responses at actions where I participated have not been nearly as violent and aggressive as we have seen more recently. I was not at the prayer assembly action on or about September 3, 2016, when there was reported use of attack dogs on water protectors. I was not at the prayer assembly action the week prior to October 27, when there were reported 140+ people arrested, so my general statement does not include those incidents of excessive force by police and security.
5. On October 27, 2016, I was at the north camp when police and security overran the camp, destroyed tents and a sweatlodge, destroyed property and sacraments, seized horses, seized

property, and arrested numerous people. Police shot young people on horses, and their horses, and pulled people out of sweat and fast ceremony. I've seen video footage of the incident when police clubbed a friend in the face.

6. On Sunday, November 20, 2016 at 8:30PM or 9:00PM (CT), I went to the bridge immediately north of Oceti Sakowin camp on Highway 1806 to peacefully protest and pray to stop the pipeline from going through the river and polluting the Missouri River.
7. It was a cold night and below freezing. I was in Bismarck that evening, but learned through an online video livestream that the police were being aggressive, using water cannons and riot weapons against peaceful water protectors. I approached the bridge, and the line of police, holding a go pro camera on a stick, filming the police behind the barbed wire. Within 5 minutes I was targeted with the water hose, and was thoroughly soaked for about 30 seconds, even though I was not threatening the police in any way. There was no warning that I would be soaked, no warning to get off the bridge, and no warning that projectiles would be fired against me. At the end of the approximately 30 seconds, one of the officers shot me with what seems to be a rubber bullet on my right hand, middle finger, the hand that was holding the video camera on a stick. I was there to observe what was going on, and continue the protest against the pipeline. I was not threatening the officers.
8. After I was hit by the rubber bullet, I went back behind the bridge to get first aid treatment from the medics. I returned to the bridge to give my brother Brad Demo the go pro camera, and he continued filming. I drove back to Sacred Stone camp to put on dry clothes, and I returned to the bridge to join the protest. I was able to keep myself from getting soaked while on the bridge by using a board or tarp to protect myself. I stayed there until approximately 5am.

9. I went to the IHS hospital in Fort Yates at approximately 6:30am, and received treatment for my hand where I was shot. There were broken knuckle bones, and I was told that I would need reconstructive surgery. I have a follow up orthopedic appointment on November 30, 2016.
10. I never heard an order to disperse while I was on the bridge the night of November 20, 2016. Officers only said to get away from the barbed wire. I did step back from the barbed wire when the officers requested it, but I was still targeted with the water cannon and munitions.
11. The events of November 20 were very traumatic. It is shocking to observe and experience such brutal, cruel excessive force by public officers. I hope that the court will help put a stop to this to protect our rights to peacefully protest, and to protect our water supply from contamination.
12. As a result of these events, I worry that I will be subjected to other abuses if I participate in further peaceful protest and prayer in support of the water protectors in Morton County. As a result of the actions of the Morton County Sheriff and assisting agencies, I am very nervous about participating in further First Amendment activity in opposition to the pipeline in Morton County even though I wish to gather and assemble peacefully with others who share my views.

I declare under penalty of perjury that the above is true and correct and that this declaration was signed this 22nd day of November, 2016, in Cannonball, North Dakota.


David Demo

AUTHORIZATION FOR THE RELEASE OF RECORDS

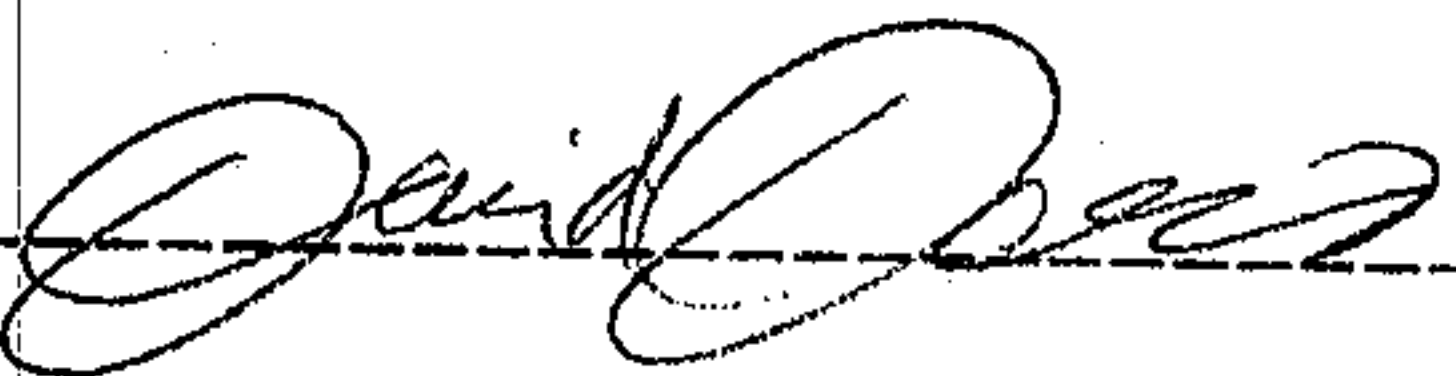
This document, a photocopy, or electronic copy thereof, is to authorize the following items to be released to my attorney, Rachel Lederman, and/or her employees. I verify that my attorney is authorized to communicate with doctors, psychiatrists, psychologists, other health care providers, social workers, probation officers, parole officers, prior attorneys, jail or prison authorities, employers, educators, and all other persons having information which she deems necessary in her representation of me. I further authorize my attorney to examine, inspect and photocopy all records, reports, correspondence, charts, X-rays, and any other documents pertaining to me. To the extent necessary, I waive my health information privacy rights provided by the Health Insurance Portability and Accounting Act (HIPAA).

Please release to Ms. Lederman and/or her employees:

1. All police records, including police reports, investigation reports and notes, field notes, diagrams, witness statements, and any other documents pertaining to me.
2. All prison or jail records pertaining to me, including all records pertaining to any health care I received in prison or jail.
2. All records, information, billing, and opinions of any physician, hospital, health professional, psychologist, psychiatrist, social worker or counselor pertaining to me. *INS foot notes*
3. All employment records, including attendance records and wage information pertaining to me.
4. All educational records pertaining to me.

This authorization shall be valid for two years from the date signed below. A copy of this authorization shall be as valid as the original.

Dated: 11-23-16

Sign and print name: David Dero 

Date of birth: 05 03 91

ATTORNEYS' EMPLOYMENT CONTRACT

The undersigned (hereinafter referred to as "clients") retain and employ Rachel Lederman and Brandy Toelupe (hereinafter referred to as "attorneys") to prosecute and/or settle all claims arising from law enforcement misconduct on ~~October~~ November 20th 2016. By signing this agreement, clients and attorneys agree to be bound by the following terms:

I. THE ATTORNEYS' DUTIES

The attorneys are obligated to advise and represent the clients with regard to the above-described matter, including settlement negotiations, filing of such legal action as may be advisable in the judgment of the attorneys, and prosecution of any such legal action through and including arbitration and/or trial of the action. After this point, it shall not be necessary for the attorneys to perform any further services for the client in the absence of a new retainer agreement (for example, representation in an appeal.)

If, in the absence of a new retainer agreement, the attorneys provide further services, the terms of this agreement will continue in effect.

II. THE CLIENT'S DUTIES AND LIABILITIES

A. Clients each agree to keep in touch with attorneys and to keep informed of their current address, telephone number, and other contact information at all times, and to provide attorneys with all information relevant to the case, such as the nature and status of any medical treatment that client is receiving as a result of a related injury. Clients agree to promptly provide all information and papers requested by the attorneys and to cooperate fully in any proceedings in connection with the case. Clients agree not to communicate directly with the court, the defendants, or the defendants' attorneys, or civilian or internal review investigators without attorneys' consent. Clients agree not to misrepresent or conceal any facts when communicating with attorneys.

B. The clients understand that if the defendants prevail in the case, the defendants may recover certain of their costs of litigation from the client.

C. If the defendants prevail and also demonstrates that the action was frivolous, unreasonable, groundless, or litigated in bad faith merely to harass or oppress the defendants, they may also recover their attorneys' fees from the client. The

attorneys will not be able to advocate for the interests of any one client in the resolution of such a dispute among them, and that there are other risks and disadvantages to common representation of multiple clients by a single lawyer.

7. Each client also understands that, ordinarily, the lawyer will be forced to withdraw from representing all of the clients if a non-waivable conflict of interest arises. A non-waivable conflict of interest is present when the interests of one client are directly adverse to the interests of another client.

IV. TERMINATION OF REPRESENTATION

A. The Attorneys' Right to Withdraw

The attorneys may withdraw from representing the clients with reasonable advance written notice and for good cause, specifically including the following:

1. If the client violates any of the duties in Section II above;
2. The client indicates an intention to give false testimony, or is found to have misrepresented or concealed facts which affect the value of the case;
3. The client directs the attorneys to file any paper, or insists on advancing any claim which attorneys reasonably believe might subject them to sanctions;
4. Client makes a fiscally unreasonable decision as to settlement of the case; or
5. Client fails to honor the financial obligations set forth in Section V of this agreement.

B. The Clients' Right to Discharge the Attorneys

The clients may discharge the attorneys, or direct the attorneys to discontinue the case, at any time for any reason.

C. Payments Required Upon Termination

If the attorneys withdraw or the client(s) discharge the attorneys, and the client(s) then resolves the case without retaining substitute counsel, the client(s) are obligated to pay to the attorneys their unpaid litigation expenses, and the full amount of their fees, as described in Section V below. If the attorneys withdraw or the client(s) discharge the attorneys, and the client then retains other counsel to handle the case, the client will pay the attorneys a pro rata share of any attorneys' fees paid out of any recovery at the termination of the case (such that each lawyer will receive an equal percentage -- whether equal to, greater than, or lesser than one

2. If the case results in the recovery of a single sum of money, without a separate award of attorneys' fees, the clients shall pay to the attorneys, as attorneys' fee, the following percentages of any recovery on client's claim. The attorneys' percentage will be calculated based on the gross recovery, and the litigation costs will be deducted from the clients' share of the recovery.

- One third of any amount recovered for the client if a claim is settled prior to commencement of arbitration or trial proceedings.

- 40% of any amount recovered for the client after commencement of arbitration or trial proceedings* and prior to any appeal of the outcome of a trial.

*The term "commencement of arbitration or trial proceedings" is defined as three months prior to the date first set for arbitration or trial.

This fee is not set by law but was negotiated between the attorneys and clients.

3. Any settlement offer of a fixed sum which includes a division proposed by the offering defendant(s) between damages and attorneys' fees, shall be treated by the clients and the attorneys as the offer of a single sum of money, and the division of the offer by the offeror into damages and attorneys' fees shall be completely disregarded by the client and the attorneys. If such an offer is accepted, it shall be treated as the recovery of a single sum of money and apportioned between clients and attorneys according to this section. This paragraph does not apply to any offer of attorneys' fees arising from settlement of claims for non-monetary relief, or to any offer of attorneys fees the defendants may make after judgment at trial in an effort to settle the attorneys' claim for attorney's fees.

6. If the civil rights claims in this case proceed to trial, or is settled for an amount that excludes attorneys' fees or costs, the attorneys may also make a motion for attorneys' fees payable by the other side. If such a motion is made and fees are awarded by the court which exceed the amount the attorney would receive under the contingency stated above, the attorney will recover 100% of the attorneys' fees awarded by the court and the client will recover 100% of the settlement or jury verdict in their favor. However, if the fees awarded by the Court are less than the contingency amount, then the attorneys' fees will be paid pursuant to the contingency percentages stated above: i.e., the attorneys' fees will be added to the settlement or jury verdict on behalf of the client and the combined amount will be subject to the contingency fee stated above.

However, if the damages judgment is received first, the full attorneys' fee and full

IX. POWER OF ATTORNEY

The clients hereby give the attorneys the power and authority to sign or endorse any and all pleadings, claims, settlement, drafts, checks, compromises, releases, dismissals, depositions, orders and other papers which the client could properly execute or endorse, and to receive on the clients' behalf any funds or other things of value to which the clients may be entitled because of any judgment covered or any settlement agreed upon in connection with the claims covered by this Agreement.

X. NOT TAX ADVISORS

Monetary compensation in cases subject to this agreement may represent taxable income upon which the client will be required to pay state and federal income taxes. The clients acknowledge that the attorneys do not possess expertise in tax law and that with regard to the tax treatment of any recovery the client is not relying and will not rely on any tax advice provided by the attorneys. The client is advised that to the extent tax advice is required by the client it should be provided by a tax professional retained and approved by the client and that the client is responsible for any taxes due and owing on any recovery obtained by the attorneys under the applicable state and federal tax codes.

Dated:

Attorney

David Demo

Client

Client Name: David Demo

Date of birth: 05-02-91

Address: 1548 valley Road Washington N.H 03280

Phone: 603 309 6406 Email: DavidmDemo@yahoo.com

Other contact info: lola Allen. Nana. 603 495 6078

Permanent emergency contact (like a relative who will always know where you are should we somehow lose touch with you):

Brqd Demo, Brother

603 831 9006

Attorney's Employment Contract