

=== COVER PAGE ===

TO: _____

FROM: V C E

FAX: 908-281-4026

TEL: 908-281-4026

COMMENT: URGENT

From: Kenneth F. Nicholson <kenneth@puckettfaraj.com>

To: hillsballcoach@aol.com

Cc: eric@puckettfaraj.com

Subject: Follow up Fee Agreement

Date: Mon, May 10, 2010 3:33 pm

Attachments: VanCleef-FA.doc (79K)

Good Day Mr. Van Cleef, I have search my emails and I cannot fine your Fee Agreement. So, I am sending you another copy of the Fee Agreement. Thank you for contacting the Law Firm of Puckett & Faraj PC to represent you regarding filing your discharge upgrade application. Per your discussion with Mr. Montalvo, please print, date and sign the attached documents and return to us (via Fax 202-318-7652, Email PDF marcy@puckettfaraj.com and kenneth@puckettfaraj.com or hard copy via USPS – address below).

Along with the contract, please send a retainer, in the form of a cashiers check or money order made out to "The Law Firm of Puckett & Faraj, PC" or wire transfer (routing numbers available on request) in the initial amount of \$1,500.00. The remainder of the flat fee (\$1,500.00) will be due no later than June 1, 2010. You can wire transfer the funds from your bank to ours, and I can provide you those procedures on request. If you prefer, you may charge the fees to a credit card. Simply call me during my business hours for me to take the fee over the phone and charge your credit card.

If you have any questions, I am available from 9 AM to 5 PM Eastern Time, Monday through Friday at 888-970-0005, Ext 3. Thank You.

Mailing Address:

The Law Firm of Puckett & Faraj, PC
2181 Jamieson Ave, Suite 1505
Alexandria, VA 22314

Respectfully,

KENNETH F. NICHOLSON
OFFICE MANAGER/LEGAL SECRETARY

KENNETH@PUCKETTFARAJ.COM
(202) 285-5153 PHONE
(202) 318-7652 FAX

DC | CA | MI | VA
WWW.PUCKETTFARAJ.COM

PRACTICE IS LIMITED TO MATTERS AND PROCEEDINGS BEFORE SPECIAL COURTS - FEDERAL COURTS - AGENCIES.
CONFIDENTIALITY / PRIVILEGE NOTICE: THIS TRANSMISSION, INCLUDING ATTACHMENTS, IS INTENDED SOLELY FOR THE USE OF THE DESIGNATED RECIPIENT(S). THIS TRANSMISSION MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL AND/OR PRIVILEGED OR OTHERWISE PROTECTED FROM DISCLOSURE. THE USE OR DISCLOSURE OF THE INFORMATION CONTAINED IN THIS TRANSMISSION FOR ANY PURPOSE OTHER THAN THAT INTENDED BY ITS TRANSMITTAL IS STRICTLY PROHIBITED. IF YOU ARE NOT AN INTENDED RECIPIENT OF THIS TRANSMISSION, PLEASE IMMEDIATELY DESTROY ALL COPIES RECEIVED AND NOTIFY THE SENDER.

Call me
908-803 9287
Retainer to go
on credit card

5/11/2010 7:28 AM

Neal Puckett, Esq.
BAR: VA

Eric S. Montalvo, Esq.
BAR: NJ, PA, DC (Pending)

Haytham Faraj, Esq.
BAR: IL, MI, DC



THE LAW FIRM OF PUCKETT AND FARAJ, PC

AGREEMENT FOR LEGAL SERVICES

CLIENT: MR. ROBERT VAN CLEEF

MATTER: Representation for Legal Services Regarding Naval Board of Correction for Military Records

1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to **Mr. Robert Van Cleef** ("Client") in connection with an Appeal to the Naval Board of Correction for Military records which will include a personal appearance before the Board. Any other matters that surface during the representation of the aforementioned appeal will require a separate fee agreement. Representation shall terminate upon clarification and resolution of the Army administrative actions. The Client understands that no particular attorney of The Firm is being retained, but rather The Firm is undertaking legal representation of the Client according to this agreement. The Firm reserves the right to assign and delegate all aspects of such representation as The Firm deems appropriate. Delegation may include assignment of attorneys and any legal or paralegal work deemed necessary by The Firm to properly represent the Client.

a. Client agrees that The Firm shall be entitled to a flat fee of **\$3,000.00** plus all costs, fees, or other charges actually paid or incurred by The Firm in the course of such representation, regardless of the outcome of the matter. Other fees or costs including items such as, but not limited to: investigative services or experts, any required travel, transportation and lodging, printing and photocopying, postage, phone calls and faxes, transcription services and electronic legal research fees.

b. If The Firm is released prior to the final disposition of the case, you further agree that the fees shall be earned for all work accomplished to that agreed upon date, as assessed by the attorneys.

c. The Attorney-Client relationship and any work on Client's case will begin when The Firm has received a signed copy of this Agreement and an initial fee advance of \$1,500.00. The remainder of the flat fee (\$1,500.00) will be due no later than June 1, 2010. If payment is made by check, work will not begin until the check "clears," (payment is made on the check by Client's bank). Client understands and agrees that if Client is allowed to pay an initial portion of the flat fee and a subsequent payment at a later date, no services will be performed after that due date until final payment is received.

2. Client understands and that all flat fees are deemed the property of The Firm upon receipt and will deposited or transferred immediately into The Firm's operating account. The

Firm will provide the Client with an accounting in the form of invoices of fees and expenses and other costs. Upon termination of representation, The Firm will refund to the Client the amount of any flat fee that has not been earned as of that time. Fees will be earned in proportion to the work and at intervals corresponding to milestones in the judicial process. These consist of, but are not limited to, requests for medical evaluations; negotiations with government on separation terms; arraignment; pretrial agreement negotiations; hearings (motions, Article 15, Article 32, Article 39a hearings, trial sessions, etc); meetings and all means of communications with Client, witnesses, investigators, government trial and defense co-counsel attorneys; and non-judicial and judicial hearings and trials to include non-judicial and administrative proceedings and summary, special and general courts-martial. Fees can be earned in total, commensurate with the amount of work during pre-trial phases, at any time up to and through the final disposition of a case. Client knowingly and willingly consents to this arrangement for the treatment of all flat fees paid to The Firm.

3. The Firm will not obligate Client for any expenses in excess of \$500 without the Client's prior approval. This includes airfare for business class for travel to the theater of operations.

4. You understand and agree that the charges for legal services include, but are not limited to: Court appearances, conferences, telephone calls, emails, correspondence, legal research, depositions, motions, reading and reviewing of file materials, travel and preparation for trial.

5. The Firm may withdraw from representation in this matter if you: insist upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; personally seek to pursue an illegal course of conduct; insist that The Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; render it unreasonably difficult for The Firm to carry out its employment; insist that an Attorney engage in conduct that is contrary to his or her judgment but not prohibited under the disciplinary rules; or deliberately disregard any agreement or obligation to The Firm as to the timely payment of expenses or fees as required by this agreement for services rendered. The Firm will also have the right to withdraw from the case if you fail to make the payments required by this agreement or if you misrepresent or fail to follow my advice. In any of these events, or if you instruct us to withdraw, you agree to be responsible for a substitution of counsel. If The Firm withdraws in accordance with this section of this agreement or pursuant to your instructions you understand and agree that you will be responsible for payment of all time expended to date. In the event there is a question, concern or complaint, you shall direct it to the lead attorney responsible for your case or anyone of The Firm partners.

6. If any dispute as to payment arises, The Client and The Firm agree that the dispute shall be submitted for arbitration to the Fee Dispute Resolution Program (FDRP) administered by the Virginia State Bar.

7. You agree to give The Firm full power and authority to prepare, endorse, execute and/or file, on your behalf, all complaints, claims, contracts, checks, settlements, drafts,

compromises, releases, verifications, deposits, and orders that, in my opinion, are necessary in connection with this matter. It is expressly agreed that no terms of settlement, plea, or compromise will be agreed to on your behalf without your prior consent.

8. If at any time you become dissatisfied with The Firm's handling of this matter, you should not hesitate to inform The Firm immediately so that the problem is addressed and resolved in order to maintain a good relationship with you. You may terminate The Firm's representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred.

9. The Firm's Attorneys will use their best efforts in representing you in this matter, but The Client acknowledge that The Firm can give no assurances as to the final outcome and has made no guarantees as to the outcome.

10. The Firm's Attorneys will expect good communication and cooperation with you in order for them to represent you properly. This means promptly responding to requests for documents, evidence, witnesses, and points of contact, among other things. If there is any change in your address or telephone number, please notify us immediately.

11. If it is necessary to cause suit to be filed for collection of any sums due to The Firm from you under this agreement, you shall pay the reasonable attorneys fees together with Court costs for collection.

12. If the foregoing terms are acceptable, please sign and return one copy of this letter. I look forward to working with you.

The Client has read this entire Agreement, has had full opportunity to consider its terms, understands its terms and agrees to all of its provisions.

By: _____
Eric S. Montalvo, Esq., /or
For The Law Firm of Puckett and Faraj, PC


Client: Robert Van Cleef

Date: _____

Date: 5/11/10