



THE LAW FIRM OF PUCKETT AND FARAJ, PC

THIS AGREEMENT is entered into between THE LAW FIRM OF PUCKETT & FARAJ, PC, referred to in this agreement as "the Law Firm," or as "the Firm," and **Mr. Richard W. Jenkins**, referred to in this agreement as "the Client." This agreement constitutes a legally binding contract and should be reviewed carefully.

NATURE OF SERVICES:

1. The Client retains the Law Firm to represent him in all military administrative and military justice matters including any Special court-martial that may occur in Afghanistan or some CONUS base as a result of alleged misconduct that has occurred as of the date of this agreement. This will include a personal appearance or hearing if required.
2. This representation agreement includes only those services specifically described in Paragraph 1, above, and no others. Unless otherwise expressly set forth in Paragraph 1, proceedings in Appellate Courts and post-judgment proceedings are expressly excluded from this agreement.
3. The Law Firm will keep the Client informed of the status of his or her case. The Client will be notified of any developments of substance affecting the Client's matter, including court appearances. The Law Firm will be available for such meetings or telephone discussions with the Client as may be required, to keep the Client apprised of such development. We do insist that appointments be made for personal visits to our office. We will render such legal advice as necessary to permit you to make informed decisions with respect to settlement issues, including an assessment of the risks that are inherent in litigation. The Client will be provided with copies of all Court documents and substantive correspondence affecting the Client's case, and the Client is encouraged to retain the same for future use.
4. The Client understands that he or she controls any ultimate decision to accept or reject any particular settlement proposal. Conversely, the Client understands that the Law Firm controls any decision which relates to ethical, strategic or tactical considerations, and the Client agrees to abide by the advice and decision of the Law Firm with respect to such issues. The Client authorizes the Law Firm to take any steps in which, in the sole discretion of the Firm, are deemed necessary or appropriate to protect the Client's interests in the matter.
5. The Client understands that no one particular attorney of the Law Firm is being retained but, rather, the Law Firm, as an entity, is undertaking legal representation of the Client pursuant to this Representation Agreement, and the Law Firm reserves the right to assign and delegate all aspects of such representation as the Law Firm, in its sole discretion, deems appropriate. Such assignment and delegation may include, but is not limited to, assignment of attorneys, preparation of pleadings, motions, disclosure demands and responses, settlement negotiations, preparation of agreements, preparation and conduct of examinations before trial, court

appearances, trial work, and any other matter deemed by the Law Firm to be appropriately delegated. Paralegals may be called upon to assist in document preparation, file organization, preparation and review of financial statements and data, and such other duties that are assigned by the Firm.

6. In order for us to begin our representation, you have agreed to pay us and we have agreed to accept a Fee Advance of **\$500.00**. If payment is made by check, the engagement will not commence until the collection of funds. Whether your case is a flat fee or charged by the hour, this retainer does not necessarily represent the amount of the overall fee which you may incur by virtue of our services. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out of pocket disbursements, such as printing and photocopying costs, postage, telephone calls or facsimile transmissions, court fees, messenger service, transcripts of depositions or court proceedings, expert witness fees, process service fees, electronic legal research fees (LEXIS-NEXIS) mileage, parking and tolls, which are incurred on your behalf.

7. The Client is hereby informed and agrees that all payments to the Firm by or on behalf of the client, including but not limited to flat fees and retainers, shall be deemed the property of the Firm upon receipt and will be deposited into the Firm's operating account and not the Firm's escrow or trust account. The Firm agrees to provide the Client with an accounting in the form of invoices of fees and expenses and other costs during the engagement and that upon the termination of the engagement, the Firm will refund to the client (or other appropriate person or entity) the amount of any flat fee or retainer that has not been earned as of that time.

8. In consenting to the above arrangement for the treatment of flat fees and retainers, the Client understands and acknowledges that, in the absence of the Client's informed consent, the Commonwealth of Virginia Rules of Professional Conduct require flat fees and retainer paid by or on behalf of the Client to be treated as property of the Client until legal fees are earned or expenses are incurred pursuant to the terms of this Agreement. Accordingly, absent such informed consent, the Firm would be obligated to maintain any flat fee or retainer in an escrow or trust account in which such flat fee or retainer would not be subject to any claim that might be asserted against the Firm.

9. The Client is hereby informed and acknowledges that other law firms might treat flat fees and retainers differently. Nevertheless, understanding the various considerations discussed herein and the implications involved, the Client knowingly and willingly consents to the above arrangement for the treatment of all flat fees and retainers paid to the firm by or on behalf of the client.

10. The Client agrees to pay for the services of the Law Firm, to be billed first against any retainer, in accordance with the Firm's Schedule of Hourly Rates in effect at the time the services are rendered. The Current Schedule of Hourly Rates is as follows:

Partners.....	\$ 300.00 - \$ 400.00 Per Hour
Counsel.....	\$ 200.00 - \$ 275.00 Per Hour
Associates.....	\$ 150.00 - \$ 175.00 Per Hour
Paralegals.....	\$ 100.00 Per Hour

11. The Client understands that if attorney fees and/or costs are collected by the LAW FIRM of PUCKETT & FARAJ, PC, as a result of legal representation undertaken on the Client's behalf, the Client is entitled to be reimbursed only the fees and/or costs that the Client has actually paid. However, should the award of costs and attorney fees exceed those fees that the Client has paid, LAW FIRM of PUCKETT & FARAJ, PC retains the difference.

12. The Client further understands that the hourly rates apply to all time expended relative to the Client's matter, including, but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the Client, or otherwise made or had on the Client's behalf or related to the Client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits, and affirmations, or any other documents, memoranda, or papers relative to the Client's file, review, preparation of time, travel time, and any other time expended on behalf of or in connection with the Client's matter. All time is charged to the client in one-tenth of an hour (.1) increments.

13. The Client understands and agrees that he or she shall be solely responsible for timely payment of any and all bills rendered by the Firm, whether with respect to time and services, disbursements, or any other costs and expenses incurred. Such disbursements are often substantial and may include, but are not limited to, the following: investigative services; service of process; courier service; certified or express mail, Federal Express or facsimile mail; travel and mileage; long distance telephone calls, court costs; stenographic services; filing fees; subpoena fees; retention of expert witnesses; appraisal reports, valuation reports; and such other expenses as may be required to effectively handle the Client's matter. The Client further understands that in the event any payment made by check is returned for insufficient funds the client shall be responsible for the amount of the dishonored check plus an administrative fee in the amount of thirty dollars (\$30.00).

14. You have been advised that in order for us to properly protect your interests, it may be necessary to retain outside experts such as medical providers (physicians, etc.), psychologists, appraisers, actuaries and accountants. You will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance, depending upon the requirements of the particular expert. No expert or appraiser shall be retained without your prior approval.

SUCCESSIVE RETAINERS

15. Unless other arrangements are made, after such time as any retainer is absorbed by services rendered or costs incurred on your behalf by the Law Firm, the Client agrees to replenish the retainer as requested by the Firm. **IT IS FIRM POLICY THAT, EXCEPT IN**

EMERGENCY CIRCUMSTANCES, NO SERVICES MAY BE PERFORMED IF THE CLIENT DOES NOT HAVE SUFFICIENT FUNDS ON ACCOUNT TO PAY FOR SUCH SERVICES.

BILLING

16. All balances billed are due within 30 days of the date of the invoice or billing statement. In the event any bill remains unpaid beyond the 30-day period referred to above, the Client agrees that the Firm may suspend or cease any work or services with respect to the Client's matter.

17. The Law Firm will send to the Client itemized billing statements which detail all fees and expenses on a periodic basis, generally monthly, but in no event less frequently than once every sixty (60) days. The Law Firm's billing statements will detail the services rendered, the attorney or staff member who provided such services, the amount of time expended with respect to each service, and the dollar amount charged for same, as well as the amount of type of any costs and disbursements incurred or paid by the Law Firm on the Client's behalf (see Paragraph 6, above, for a non-exclusive list of disbursements). Upon receipt of the Law Firm's billing statement, the Client shall review the same and promptly bring to the Law Firm's attention any objection or objections which the Client may have with respect to the bill. There will be no charge by the Law Firm for the time spent discussing the Client's bill.

DISCHARGE OR WITHDRAWAL OF REPRESENTATION.

18. You may, at any time subsequent to the execution of this Representation Agreement, discharge the Firm from acting as your attorneys for any reason or no reason. However, this right to discharge us is subject to the Court's inherent power to deny or accept your action should your matter then be in litigation. Should you discharge the Firm, it may have the right to decline to return to you the Firm's own work product to the extent the work product has not been paid for. The Client also understands that if he or she discharges the Law Firm, the Client will be charged only for time and/or disbursements actually incurred by the Law Firm up to the point of discharge. If, at any time, the Law Firm has not earned the full amount of any sum or sums advanced by the Client, such unearned sums will be returned to the Client. If the Firm is discharged, it shall have the right to make a copy of your file and charge you its customary copying costs. The Firm shall have a reasonable amount of time to allow for the copying of the entire file, and the original file must be picked up from the Firm's office during usual and customary business hours. A signed receipt for the file will be required.

19. You are advised that if, in the judgment of this Firm, there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, or if continued representation would cause the Firm to be out of compliance with the Commonwealth of Virginia Rules of Professional Conduct, we may decide to withdraw from this representation or make application to the Court in which your action is pending to be relieved as your attorneys. In such event, you will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this Firm at the time of our

discharge, we shall have the right, in addition to any other remedy, to seek a lien upon your file or any award to you as a result of the final order or judgment in your case to the extent permitted by the Commonwealth of Virginia Rules of Professional Conduct.

20. In the event that any bill from the Law Firm remains unpaid beyond a 30-day period, the Client agrees that the Law Firm may withdraw its representation, at the option of the Firm. In the event an action is pending, and absent your consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, the Client acknowledges that in connection with any such withdrawal application, the account delinquency shall be good cause for withdrawal.

FEE DISPUTES.

21. While we seek to avoid any fee disputes with our clients, and rarely have such disputes, in the event such a dispute does arise, the parties agree that the dispute shall be submitted for arbitration to the Fee Dispute Resolution Program (FDRP) of the Virginia State Bar.

OTHER GENERAL PROVISIONS.

22. The Client understands that there are many factors outside the control of the Law Firm which can affect the course and outcome of the case, as well as the amount of time and effort required to deal with the various issues involved. The Client further acknowledges that the Law Firm has in no way predicted the outcome or result of the Client's matter, not even in a broad or general way. The Client acknowledges that no promises have been made to the Client by the Law Firm other than that the Law Firm will use its best professional effort on behalf of the Client.

ACKNOWLEDGMENT AND UNDERSTANDING.

23. The Client acknowledges that he or she has read this Agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The Client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written Agreement.

24. The terms and provisions of this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

25. The Client acknowledges that he or she was provided with and has read the Statement of Clients Rights and Responsibilities, a copy of which was either already provided to the client or attached to this Retainer Agreement.

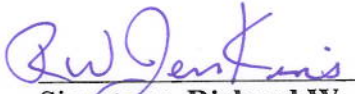
26. We have informed you that pursuant to court rule, we may be required, as your attorneys, to certify court papers submitted which contain statements of fact, and specifically to certify that

we have conducted a reasonable investigation of the matter and that the factual contentions have evidentiary support. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers.

27. You are aware of the hazards of litigation and acknowledge that we have made no guarantees in the disposition of any phase of the matter of which you have retained this office. If this fee arrangement meets with your approval, kindly sign your name and initial each page where indicated on the copy of this letter and return same to the Firm in the envelope enclosed for your convenience. If, pursuant to court rule, a copy of this Retainer Agreement is required to be filed with the Court in which your action is pending, you hereby grant permission for us to do so.

28. A signature acknowledges the fact that the Client has read this Agreement and agrees to all of its provisions.

Eric S. Montalvo, Esq., Partner
For: The Law Firm of Puckett & Faraj, PC


Signature: **Richard W. Jenkins**

Date

3-15-10
Date

Attachment:
Statement of Client's Rights and Responsibilities

Statement of Client's Rights and Responsibilities

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, color, national origin, religion, age, disability, sex, sexual orientation, gender identity or expression, personal appearance, marital status, family responsibilities, genetic information, matriculation or political affiliation.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship, the scope of the attorney's representation, and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is non-refundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based on the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the service of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court of your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for non-payment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.