

Neal Puckett, Esq.  
BAR: VA

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



THE LAW FIRM OF PUCKETT AND FARAJ, PC

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February 26, 2010

**AGREEMENT FOR LEGAL SERVICES**

CLIENT: LCPL ROBERT GOENSE, USMC

MATTER: REPRESENTATION AT AN ARTICLE 32 HEARING FOR ALLEGED VIOLATIONS OF THE UCMJ

1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to LCpl Robert Goense ("Client") in connection with an Article 32 Hearing for an alleged assault with a deadly weapon, attempted murder, conspiracy to obstruct justice and fleeing the scene of a crime. Representation shall terminate upon conclusion of the Article 32 hearing, a negotiated disposition of the case or upon any other disposition of the case as directed by the government, before referral of charges to a Court-Martial.

a. Client understand and agrees that this engagement letter is limited to the Article 32 hearing. The Firm shall be entitled to a flat fee of \$15,000.00 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 include items such as, but not limited to: investigative services or experts not paid by the court; any required travel and lodging; and/or paralegal or 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. In the case of media exposure and the need to fund raise the legal fees the Client will manage the raising of funds separate and apart from the Firm. The Firm is not obligated or associated with any fund raising efforts. If there are any additional fees and expenses that remain due and such donations are not forthcoming, Client shall be obligated to make any additional payments except reasonable expenses incurred by the Firm.

c. The Attorney-Client relationship will begin when The Firm has received a signed copy of this Agreement and a retainer of \$15,000.00 that shall cover initial representation. In the event charges are referred to a judicial punishment such as a court-martial, an additional fee will be required and negotiated with the attorney.

2. Flat fees are earned upon negotiation of a contract and work performed on the

case. Fees will be earned in proportion to the work and at intervals not to exceed milestones in the judicial process until the full amount is transferred from the client trust account. These consist of, but are not limited to requests for medical evaluations; negotiations with government on separation terms; arraignment; pre-trial agreement negotiations; hearings (motion, Article 15, Article 32, military judge hearings, 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 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.

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, 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 law 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 or representation arises, you understand and agree that the laws of the Commonwealth of Virginia shall apply and that venue shall be in the court of proper jurisdiction in the Commonwealth of Virginia regardless of your state of residence.

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

10. 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.

Each Client and The Firm/Attorney has read this Agreement and agrees to all of its provisions.

Date: March 1, 2010

By: \_\_\_\_\_

  
Haytham Faraj, Esq  
For Puckett and Faraj, PC

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Client: Robert Goense  
By Mrs. Maureen Goense (Mother)