

Neal A. Puckett, Esq.  
Lic: VA

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Lic: DC, IL & MI



THE LAW FIRM OF PUCKETT AND FARAJ, PC

February 26, 2010

**AGREEMENT FOR LEGAL SERVICES**

CLIENT: PFC ZACHARY THOMPSON, USMC

MATTER: Representation for Special Court-Martial (SPCM)

1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to PFC ZACHARY THOMPSON, USMC ("Client") in connection with the above matter. Representation shall terminate upon adjournment or any other negotiated disposition of the case. Legal services are limited to representing and negotiating a separation in lieu of trial for client. If the separation authority denies that request, Attorney will negotiate a pretrial agreement for Client.

Client agrees to pay The Firm \$2500.00 Flat Fee for the legal services 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. For full accounting of fees, if the Firm is released prior to the SPCM, you further understand and agree that the fees shall be earned at the following rates:

- a. Attorney hourly service fee of \$450 for all attorney time spent on legal research and analysis; development of legal correspondence; negotiating with the government and advising or counseling the Client;
- b. Paralegal services at the rate of \$100 per hour, and for investigator services at \$50 per hour; and
- c. 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.

The Attorney-Client relationship will begin when The Firm has received a signed copy of this Agreement and a retainer of \$1,000.00. Client agrees to pay the remaining \$1500 in \$500 installments due on April 1<sup>st</sup>, May 1<sup>st</sup> and June 1<sup>st</sup> 2010, respectively. Travel overseas to Japan, if required, will be by business class airfare on a carrier of choice by the Firm.

Additional or modified terms:

2. The Firm will not obligate Client for any expenses in excess of \$500 without the Client's prior approval.

3. You understand and agree that the charges for legal services include, but are not limited to: emails, conferences, telephone calls, correspondence, legal research, reading and reviewing of file materials.

4. 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, at the hourly rate of \$450 per hour for attorney services, \$100 per hour for paralegal work, and \$50 per hour for investigators. 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.

5. 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. You further understand and agree that disputes shall first be referred to alternative dispute resolution (ADR) in the Commonwealth of Virginia and that the prevailing party shall be entitled to recover all fees and expenses resulting from the dispute whether at ADR or Judicial action.

6. 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.

7. 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.

8. 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.


9. 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.

10. 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.

11. 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: \_\_\_\_\_

By:   
\_\_\_\_\_  
Neal A. Puckett  
For Puckett and Faraj, PC

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Client: Holly Stafford as guarantor  
of payment for Client, Zachary Thompson