

Neal Puckett, Esq.  
BAR: VA

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



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

Debra A. D'Agostino, Esq.  
Lic: NY

**THE LAW FIRM OF PUCKETT AND FARAJ, PC**

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**RETAINER AGREEMENT FOR LEGAL SERVICES**

**CLIENT: SENIOR CHIEF PETTY OFFICER CRAIG SMITH**  
4223 Coral Berry Path  
Apt 104  
Gurnee, IL 60031

**MATTER: Legal Representation Regarding Allegations of Assault and Sexual Assault in violation of the UCMJ**

1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to Craig Smith ("Client") in connection with allegation of assault and sexual assault in violation of the UCMJ. Representation shall terminate upon completion of the Article 32 hearing. 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 \$10,000.00 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. Any consulting fees on this matter that have been paid previously to the Firm will be credited toward the total amount due. 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. Any attorney traveling overseas in support of a Client will be via business class airfare on a carrier of the Firm's choosing. Client agrees to pay for business class airfare in advance of travel.

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 the Initial Fee Advance of \$5,000.00. Client agrees that the remaining amount of \$5,000.00 must be received by the firm at least 30 days before the scheduled date of the Article 32 hearing for initial consultation with the Client. Client also agrees to pay the amount of \$500 as an advance on expenses to be incurred by the firm.

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. 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.

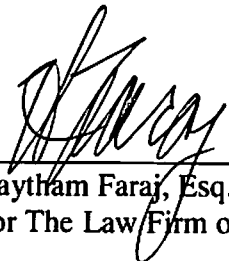
8. The Firm's Attorneys will use their best efforts in representing you in this matter, but The Client acknowledge that The Firm can give no assurances as to the final outcome and has made no guarantees as to the outcome.

9. 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.

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.

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:   
Haytham Faraj, Esq., /for  
For The Law Firm of Puckett and Faraj, PC

Client: BMSC Craig Smith

Date: 2/8/2011

Date: \_\_\_\_\_