Neal Puckett, Esq. Lic: VA Haytham Faraj, Esq. Lic: IL, MI, DC



Eric S. Montalvo, Esq. Lic: NJ, PA, DC

Debra D'Agostino, Esq. Lic: NY

The Law Firm of Puckett and Faraj, PC

AGREEMENT FOR LEGAL SERVICES

CLIENT: CHIEF PETTY OFFICER CRAIG SMITH

MATTER: General Courts-Martial - U.S. v. Craig Smith

- 1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to Craig Smith ("Client") in connection with allegations of assault and sexual assault in violation of the UCMJ. Representation shall terminate upon the rendering of a verdict and sentencing, if necessary, or any alternative resolution which results in a plea agreement or the withdrawal and dismissal of all or some of the charges.
- a. Client agrees that 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. 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 Flat Fee of \$15,000.00 plus \$1,000.00 travel expense advance. Total payment due now is \$16,000.00. If payment is made by check, work will not begin until the check "clears," (payment is made on the check by Client's bank)
- 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,