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

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



THE LAW FIRM OF PUCKETT AND FARAJ, PC

July 2, 2010

AGREEMENT FOR LEGAL CONSULTING SERVICES

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. JAMES PAPAS on behalf of MR. GREGG PAPAS, referred to in this agreement as "the Client." This agreement constitutes a legally binding contract and should be reviewed carefully.

- 1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal representation to the Client in effecting a discharge from the U.S. Marine Corps. Representation shall terminate upon mutual agreement between the Firm and the Client or upon effectuation of Client's discharge from the U.S. Marine Corps. The Client understands that no particular attorney or expert of The Firm is being retained, but rather The Firm, as a whole, is providing legal representation to the Client in accordance with this agreement.
- a. Client agrees that The Firm shall be entitled fees billed hourly in increments of .1 hr, 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. A fee advance will be determined on a per case basis and identified in a memorandum to this agreement. Other expenses or costs including items such as, but not limited to: office meetings, telephone calls, emails and faxes, either to or from Client or on Client's behalf related to representation of Client, 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. The Client and the Firm can agree to deviate from the below listed schedule of fees on a case-by-case basis. 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 subject to modification as listed in this paragraph. Any specific consulting needs that require an expert will be charged at the expert's rate. Attorney rates will be charged at the counsel or partner rate as listed below. 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

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. Fee advances will be required for each case and detailed in a memorandum of agreement for each case. 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 agrees that all 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 fee advance that has not been earned as of that time. Client knowingly and willingly consents to this arrangement for the treatment of all fees paid to The Firm.
- 3. Client understands and agrees that after such time as any retainer is depleted by services rendered or costs incurred on Client's behalf by The Firm, Client agrees to replenish the retainer requested by The Firm. No services may be performed if the Client does not have sufficient funds on account to pay for such services.
- 4. 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.
- 5. 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.
- 6. 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.
 - 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. 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.
- 10. 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.
- 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.

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.	Client: Mr. James Papas
for the Law Firm of Puckett & Faraj, PC	for Mr. Gregg Papas
Date:	Date: