

*This contract is wrong. Greg Cummings told DeShon Thomas this contract was right. At the time of signing this contract, DeShon Thomas was charged with Possession of Drug Paraphernalia, Cultivation of Marijuana, 2 counts of 1st Degree Murder and Possession of a Firearm by a Juvenile Delinquent.

AUTHORITY TO REPRESENT
AND
CONTRACT FOR SERVICES

I, CARISSA CHAMBERS, do hereby retain Gregory J. Cummings as attorney at law to represent my son, DESHON THOMAS in the following:

Cultivation of Marijuana, Leon County
and
Second Degree Murder, Leon County, Florida
or
First Degree Murder, State NOT seeking the Death Penalty

and empower Gregory J. Cummings to take all legal steps to represent his interests as may be advisable in his judgment, and to effect a final compromise, subject to his approval in the matter.

1) In consideration of the services rendered and to be rendered I agree to pay Gregory J. Cummings as follows:

Fixed fee of \$35,000 as a retainer and NON-REFUNDABLE MINIMUM FEE for both cases up to trial. In addition to the non-refundable retainer attorney's fee a separate trial fee of \$2,000 shall be charged per trial in the cultivation of marijuana case and a separate trial fee of \$15,000 shall be charged per trial in the murder case.

2) a. I have deposited with Gregory J. Cummings \$ ~~\$15,000~~ ^{11,000} towards payment on the fixed fee of \$ 35,000. I agree to pay Gregory J. Cummings the balance of \$ ~~\$20,000~~ ^{24,000} at the rate of \$1,000 per month on the first of every month starting May 1, 2011 for eleven months with a balloon payment of ~~\$9,000~~ ^{13,000} due on March 1, 2011.

b. I further agree to pay Gregory J. Cummings \$15,000 thirty days in advance for trial fees unless otherwise agreed to by a separate written agreement.

3) Although the court may declare partial indigency for the purposes of costs, in the event this does not occur I agree to pay the necessary expenses separately as incurred for all costs, including but not limited to, employment of investigators and expert witnesses, computer research time, court costs, costs of service of process, witness subpoenas, witness fees, transcription of deposition costs, court reporter expenses, photo copying, long distance telephone charges, travel expenses including mileage at the state rate \$.044/mile and necessary related expenses for the proper defense in this action.

4) It is agreed and understood that all legal fees and costs shall be billed monthly. I agree to pay the balance due within ten days of receipt of the bill. Past due fees and costs shall accrue interest at the rate of eighteen percent (18%).

- 5) I acknowledge that Gregory J. Cummings has made no warranties as to the successful termination of the cause of action, except that he has promised to render his best professional skill, and all expressions made by him relative hereto are matters of his opinion only.
- 6) I agree to contact Gregory J. Cummings immediately upon receipt of any Court or other official notice. I further agree to cooperate fully with Gregory J. Cummings in this representation.
- 7) This Agreement and NO OTHER comprise the entire contract between Gregory J. Cummings and Carissa chambers on behalf of her son, Deshon Thomas.
- 8) I agree that in the event any bill for legal fees agreed upon, monthly payments or costs, or any portion thereof remains past due for fifteen (15) days, Gregory J. Cummings shall have the unconditional right to terminate his services and withdraw from the case. In such event, Gregory J. Cummings may file a motion to withdraw as counsel without objection. The fact that Gregory J. Cummings allows the existence of past due outstanding invoices or accepts late payments shall not be construed as a waiver of this provision.
- 9) It is agreed and understood that if Gregory J. Cummings must institute legal action to recover any outstanding bills for costs and services incurred in this matter, I agree to pay all costs and reasonable attorney's fees of that action.
- 10) It is agreed that should legal action be instituted that venue or jurisdiction shall be in Leon County, Florida.
- 11) The laws of the State of Florida shall govern the construction and interpretation of this Agreement.
- 12) SHOULD THE GRAND JURY RETURN AN INDICTMENT FOR FIRST DEGREE MURDER AND SHOULD THE STATE SEEK THE DEATH PENALTY THEN A SECOND ATTORNEY MUST BE RETAINED. THE SELECTION OF THIS SECOND ATTORNEY SHALL BE AT THE DISCRETION OF GREGORY J. CUMMINGS. MR. CUMMINGS AGREES TO SEEK APPOINTED COUNSEL FOR THIS SECOND ATTORNEY IF MY SON QUALIFIES. IF THE COURT FINDS THAT MY SON DOES NOT QUALIFY FOR APPOINTMENT OF SECOND CHAIR COUNSEL I AGREE TO PAY ATTORNEY FEES OF \$15,000 TO GREGORY J. CUMMINGS FOR THIS SECOND ATTORNEY WITHIN 15 DAYS OF NOTICE BY MR. CUMMINGS. MR. CUMMINGS AGREES TO BE RESPONSIBLE FOR RETAINING AND PAYING THIS SECOND ATTORNEY ONCE PAYMENT OF THE \$15,000 IS MADE TO HIM.

PAYMENT OF THE RETAINER AND ORIGINAL ATTORNEY'S FEES AND COST DEPOSIT OR CLIENT'S OR PARENT'S SIGNATURE HEREON SHALL CONSTITUTE ATTORNEY'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO EACH OF THE ABOVE TERMS AND CONDITIONS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Dated this 12 day of March, 2011, at Tallahassee, Leon County, Florida.



GREGORY J. CUMMINGS
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