



### **Attorney-Client Retainer Agreement (EB-2 NIW)**

This attorney-client retainer agreement (hereafter referred as “Agreement”) is entered into by and between \_\_\_\_\_ (your name as it appears on passport) (hereafter referred to as “Client”) and NORTH AMERICA IMMIGRATION LAW GROUP (aka Chen Immigration Law Associates, P.C.) (hereafter referred to as “Attorney”).

#### **1. SCOPE AND DUTIES FOR I-140 PETITION:**

This representation includes advice and assistance to Client regarding I-140 EB-2 NIW petition, unlimited inquiries regarding the petition throughout the preparation process and during USCIS adjudication, drafting recommendation letters for case filing if applicable, drafting testimonial letters, drafting the petition letter, preparing the petition package, answering USCIS RFE (Request for Evidence) or NOID (Notice of Intent to Deny), and appealing the denial decision if applicable.

*\*Note (1) - The scope of representation is limited to the I-140 petition. Attorney’s responsibility does not go beyond the scope of services listed in this agreement.*

*\*Note (2) - RFEs, NOIDs or appeals may require extra recommendation or testimonial letters and legal briefs, which will be drafted and prepared by Attorney at no additional cost to Client.*

*\*Note (3) - Attorney will provide up to three revisions for each letter drafted, ensuring the Client's satisfaction. It should be noted that the vast majority of clients typically require only one or two revisions. However, should the number of revisions exceed three or if the revision is necessary due to Client's failure to provide comprehensive revision requests, Attorney reserves the right to charge an additional fee for further revisions.*

**2. CLIENT ENTITLED TO APPROVAL OR REFUND® POLICY:**

In the event that Client's case is denied by USCIS, Attorney will refund 100% of the attorney fees paid upon the Client's request. Once Client requests a refund, Attorney shall process it within seven (7) business days without delay. If Client does not wish to request a refund of the attorney fee, upon Client's request, Attorney will help Client appeal the denial decision or refile another case until the case is approved. Attorney will continue to refile the case unlimited times without charging any additional attorney fees until the case is approved. If Client decides to appeal the denial decision or refile another case, Attorney will refund the attorney fee submitted if the appeal is dismissed or the refiled case is denied.

*\*If Client chooses to pay the attorney fee in multiple installments, please be aware that the installment plan platform fee of \$200 associated with this payment option is non-refundable.*

**3. ATTORNEY REIMBURSING USCIS FILING FEE OR USCIS APPEAL FEE:**

If Client's case is denied and Client requests Attorney to appeal the denial decision or refile a new I-140 petition under the same category, Attorney will proceed without any additional attorney fee charges. Furthermore, Attorney will reimburse Client for either the USCIS filing fee of \$700 or the USCIS appeal fee of \$675, limited to one instance.

#### **4. EB-2 NIW SERVICE OPTIONS:**

Client may select one of the following options for I-140 EB-2 NIW case preparation:

##### **OPTION 1: SUBMITTING NO RECOMMENDATION LETTERS:**

Client opts to submit the I-140 EB-2 NIW petition without including recommendation letters in the initial NIW filing.

##### **OPTION 2: SUBMITTING TWO RECOMMENDATION LETTERS:**

Client opts to submit the I-140 EB-2 NIW petition with two (2) recommendation letters in the initial NIW filing.

##### **OPTION 3: SUBMITTING FOUR RECOMMENDATION LETTERS:**

Client opts to submit the I-140 EB-2 NIW petition with four (4) recommendation letters in the initial NIW filing.

**Please enter your preferred option: \_\_\_\_\_**

*\*\*Please note that the above option is for Attorney's initial understanding. Prior to the commencement of drafting the petition letter for Client's case, Client retains the flexibility to change the initially selected option without the need for a new agreement. The chosen option will be confirmed by the amount due in the second installment of the attorney fee.*

#### **5. TIMELINE FOR OPTION 1 (SUBMITTING NO RECOMMENDATION LETTERS):**

Upon obtaining the required information, Attorney will supply the initial draft of the petition letter for Client's review within ten (10) business days. Should Client request any modifications, Attorney will deliver an updated draft within one to three (1-3) business days

after acknowledging the receipt of the Client's proposed alterations. In the event that Client's case receives a RFE (Request for Evidence) or NOID (Notice of Intent to Deny) and Attorney deems recommendation letters essential, Attorney will prepare these letters during the RFE response stage without extra charge.

**TIMELINE FOR OPTION 2 (SUBMITTING TWO RECOMMENDATION LETTERS):**

Upon obtaining the required information, Attorney will supply the initial draft of the recommendation letters and petition letter for Client's review within fifteen (15) business days. Should Client request any modifications, Attorney will deliver an updated draft within one to three (1-3) business days after acknowledging the receipt of the Client's proposed alterations. In the event that Client's case receives a Request for Evidence (RFE) or NOID (Notice of Intent to Deny) and Attorney deems recommendation letters essential, Attorney will prepare these letters during the RFE response stage without extra charge.

**TIMELINE FOR OPTION 3 (SUBMITTING FOUR RECOMMENDATION LETTERS):**

Upon obtaining the required information, Attorney will supply the initial draft of the recommendation letters and petition letter for Client's review within fifteen (15) business days. Should Client request any modifications, Attorney will deliver an updated draft within one to three (1-3) business days after acknowledging the receipt of the Client's proposed alterations. In the event that Client's case receives a Request for Evidence (RFE) or NOID

(Notice of Intent to Deny) and Attorney deems recommendation letters essential, Attorney will prepare these letters during the RFE response stage without extra charge.

*\*Note (1) - The specified timelines of 10, 15, or 1-3 business days for case preparation commence on the business day following Attorney's confirmation of receiving the required documents. Business days include Monday through Friday, excluding public holidays and weekends.*

*\*Note (2) - By signing this retainer agreement, Client agrees to adhere to the established timeline, unless a separate expedited service agreement has been executed between Attorney and the Client.*

## **6. ATTORNEY FEES:**

**Please select your preferred payment option:**

- ☐ **Two-installment Payment Plan**
- ☐ **Upfront Payment Plan:** Receive a \$300 discount if you opt to pay in full.
- ☐ **Multiple-installment Payment Plan:** An additional \$200 installment plan platform fee will be charged to cover the cost incurred due to the multiple-installment platform.

**\*Attorney Fee for Two-installment Payment Plan:**

Client agrees to the following payment schedule:

1. Upon execution of the agreement, Client will pay an initial installment of \$2,500 as the attorney fee.

2. The second installment of the attorney fee is due when Attorney provides the first draft of the petition letter. The amount for this installment will be determined by the number of recommendation letters drafted by Attorney as part of the Client's petition:

- If Attorney does not draft any recommendation letters, the second installment will amount to \$1,700.
- If Attorney drafts 2 recommendation letters, the second installment will amount to \$2,000.
- If Attorney drafts 4 recommendation letters, the second installment will amount to \$2,300.

**\*Attorney Fee for Upfront Payment Plan:**

The payment structure agreed upon by Client is as follows:

1. Upon the signing of the agreement, Client will pay a first installment attorney fee of \$3,900.

2. The second installment of the attorney fee will be due when Attorney provides the first draft of the petition letter. The actual amount of the second installment is contingent on the number of recommendation letters Attorney drafts for Client's petition:

- If no recommendation letters are drafted by Attorney, the second installment will not be required (i.e., it will be zero).
- If Attorney drafts 2 recommendation letters, the second installment will be \$300.
- If Attorney drafts 4 recommendation letters, the second installment will be \$600.

Please note that these figures already include the \$300 attorney fee discount.

**\*Attorney Fee for Multiple-installment Payment Plan:**

1. Upon execution of this contract, Client will pay a fee of \$2,700 (including \$2,500 for the first payment of attorney services and \$200 for the installment plan platform fee),

payable through Stripe's '*buy now, pay later*' service. This amount can be split into up to 24 installments, which might carry an interest rate based on Client's eligibility assessed by the financial service platform.

2. The second installment of the attorney fee is due when Attorney provides the first draft of the petition letter. The amount for this installment will be determined by the number of recommendation letters drafted by Attorney as part of Client's petition:

- If Attorney does not draft any recommendation letters, the second installment will amount to \$1,700.
- If Attorney drafts 2 recommendation letters, the second installment will amount to \$2,000.
- If Attorney drafts 4 recommendation letters, the second installment will amount to \$2,300.

The second payment of attorney services could likewise be handled via the third-party financial service platform and has the potential to be divided into several installments with interest rates.

It is Client's responsibility to understand the terms and conditions of the financial service platform before choosing this payment method. If Client is ineligible for Stripe's '*buy now, pay later*' service, Client agrees to automatically switch to the 'Two-installment Payment Plan' stated above.

## **7. USCIS FILING FEES:**

Client agrees to pay the USCIS filing fee for I-140 petition (currently \$700 for one I-140 petition) upon case filing. If Client wishes to request Premium Processing for an I-140 petition (if applicable), Client agrees to pay the USCIS Premium Processing fee (currently \$2,500 for one premium processing request). The fees are subject to change by USCIS.

**8. REQUEST FOR EVIDENCE (RFE) OR NOTICE OF INTENT TO DENY (NOID):**

If the USCIS makes a request for additional evidence or issues a notice of intent to deny, Attorney shall respond to the RFE/NOID in a timely manner WITHOUT charging an additional attorney fee. In the event Attorney determines additional recommendation letters are necessary to respond to the RFE or NOID, Attorney agrees not to charge additional fees preparing recommendation letters. Client shall fully cooperate with Attorney and provide documents related to the RFE/NOID in a timely manner to respond to the RFE/NOID.

**9. CONFIDENTIALITY:**

Agreement creates attorney-client confidentiality between Client and Attorney. Information relating to the representation shall be held in confidence by Attorney except to the extent that such disclosure is reasonably necessary to the performance of the service or in the case of dispute between Attorney and Client.

**10. CLIENT COLLABORATION:**

Client agrees to collaborate fully with Attorney in the preparation for the I-140 petition. Such collaboration shall include, but not be limited to, the following:

**A. Providing Complete and Accurate Information:** Client shall provide Attorney with all information and documents required by Attorney for the I-140 petition and shall ensure that such information and documents are complete and accurate.

**B. Promptly Providing Information in the Event of RFE (Requests for Evidence) or NOID (Notice of Intent to Deny) issued by the USCIS:** Client shall respond promptly



to Attorney's requests for information or documents when an RFE (Requests for Evidence) or NOID (Notice of Intent to Deny) is issued by the USCIS.

**C. Client's Permission to Allow Attorney to Rectify Evident Mistakes in USCIS**

**Denials:** In cases where USCIS denies an application due to evident mistakes (e.g., no RFE was issued or received by Client or Attorney, but the denial notice cites failure to respond to the RFE as the reason for denial), Client agrees to allow Attorney to appeal, submit motions, and/or reach out to relevant parties, including but not limited to the Ombudsman, in an effort to correct the error and achieve a positive result. If the evident mistake cannot be corrected despite the Attorney's efforts, Attorney shall refund the attorney fee upon the Client's request.

**D. Paying Fees and Costs:** Client shall pay all fees and costs associated with the I-140 petition, as set forth in the retainer agreement, in a timely manner. Client understands and agrees that payment of the fee is an essential condition of Attorney's representation. If Client fails to pay the fee in accordance with the retainer agreement, the case preparation would be suspended until such time as the fee is paid in full.

**E. Miscellaneous:** Attorney and Client acknowledge that the attorney-client relationship is based on mutual trust and respect, and that any issues or concerns shall be best resolved through open and honest communication between Attorney and Client. Client is encouraged to promptly notify Attorney of any concerns or issues that may arise during the representation, and to work with Attorney in good faith to address any such concerns. In the event of a breakdown in the attorney-client relationship, Attorney may withdraw from the case upon written notice to Client.

## **11. EARLY TERMINATION:**

Client understands and agrees that either party may terminate the attorney-client relationship at any time, upon written notice to the other party. In the event that Client terminates the representation prior to completion of the scope of representation, Client agrees to pay a reasonable portion of the total attorney fee based on services provided prior to termination.

Such fees shall include but not be limited to the following:

- a)** A \$500 Client Packet fee that is non-refundable.
- b)** Administrative processing fee, which shall be calculated based on the costs incurred up to the date of receiving termination request.
- c)** Legal service fee, which shall be calculated based on the communication occurred and work completed up to the date of receiving termination request.

Client is responsible for the full payment of the remaining attorney fee after the first draft of the petition letter has been uploaded by Attorney. This obligation applies even if Client chooses not to file the petition with USCIS for any reason.

Client agrees to promptly pay any outstanding fees and costs owed to the firm within 30 days of receipt of the final invoice.

## **12. DISPUTE RESOLUTION:**

Client and Attorney agree that in the case of dispute, the complaining party should inform the other party with written notification, detailing the description and reasons of complaints. The other party shall respond to such a complaint in 30 days. If no resolution is reached, Client and Attorney agree to submit the matter to informal mediation. If after mediation, a

resolution has not resulted, Client and Attorney agree to submit the matter to binding arbitration, by and under the rules of the American Arbitration Association.

**13. MODIFICATIONS and PRIOR AGREEMENTS:**

Any modification of the Agreement must be in writing and signed by Client and Attorney.

This Agreement incorporates all prior agreements and understandings between Client and Attorney.

**14. EFFECTIVE DATE:**

This Agreement shall become effective upon Attorney's receipt of the first installment attorney fee.

**15. VALIDITY OF RETAINER AGREEMENT:**

Client acknowledges that this Agreement is valid for a period of 30 days from the date it is offered to Client. If Attorney has not received the signed Agreement and payment of the initial fee within 30 days of the date the Agreement is offered, this Agreement shall be considered null and void.

If Attorney has received the signed Agreement and payment of the initial fee within 30 days of the Agreement being offered, this Agreement shall remain in effect until the completion of the scope of representation, as set forth in the Agreement, or until earlier termination by either party in accordance with the terms of this Agreement.

Client acknowledges that failure to sign and return the Agreement and pay the initial fee within 30 days of the date of the Agreement being offered may result in the loss of Attorney's availability to provide representation. Client is encouraged to promptly sign and return the Agreement and pay the initial fee to ensure Attorney's availability to provide representation.

**16. REEVALUATION:**

If Client provides no information allowing their case to move forward for one (1) year and does not sustain the credentials that led to their positive evaluation for Approval or Refund® service, the Approval or Refund® guarantee may be reevaluated. At any time, Client may request a reevaluation and, upon confirmation of continued eligibility, this will extend the period before referenced for one (1) year from the date of confirmation.

**17. STEP AFTER I-140 APPROVAL:**

Please note that the I-140 process is a crucial part of the immigrant visa process, but it is not the only step. As the second step, Client will need to adjust his/her immigration status within the US (Form I-485) or undergo immigrant visa processing abroad. Approval of the I-140 does not guarantee Client's I-485 or immigrant visa application will be approved. In addition, a filed or approved I-140 does not provide any legal status or employment authorization.

Anything that is not listed in *Provision 1 Scope and Duties* is beyond the scope of this agreement and representation. Attorney is not required to help Client with any other parts of Client's/Client's dependent(s)' immigration needs, including but not limited to: answering any questions regarding I-485/immigrant visa processing, providing any information/reminders/ instructions of I-485/immigrant visa processing, and ensuring Client's or Client's dependent(s)' eligibility for I-485/immigrant visa processing.

One may be ineligible for I-485 if he/she is in the U.S. and fails to maintain valid visa status for 180 days or more or violated the terms/conditions of his/her visa status, including but not limited to unauthorized employment. A dependent child is only eligible to file I-485 or

proceed with immigrant visa processing based on the primary's I-140 case if the child obtains his/her green card by the age of 21 or protected by CSPA (The Child Status Protection Act).

If Client will adjust status within the US and chooses to not retain Attorney for the I-485 application, Attorney will provide a free Do-It-Yourself I-485 packet. If Client will undergo immigrant visa processing abroad and chooses not to retain Attorney for the immigrant visa application, Client understands that Attorney does not provide a Do-It-Yourself packet for the immigrant visa application.

Client acknowledges that Client has fully read and understood Agreement. By signing Agreement, Client agrees to the terms and conditions contained in it.

### **Execution**

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contracted Attorney:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NORTH AMERICA IMMIGRATION LAW GROUP**