

#### 10451 Mill Run Circle, Suite 100, Owings Mills, Maryland 21117

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# PRIVILEGED AND CONFIDENTIAL CLIENT COMMUNICATION ATTORNEY WORK PRODUCT

Hello:

Thank you for contacting the Murthy Law Firm in connection with processing your immigration case/s. For your convenience, we have attached the standard <u>Legal Representation Agreement</u> for your review and signature, so that we may officially represent you. We are honored and delighted to help you.

Our experienced and knowledgeable team will work to assist you. Our firm is able to provide you with many valuable online resources. Among these are: our award-winning website, <a href="MurthyDotCom">MurthyDotCom</a>; the <a href="MurthyForum">MurthyForum</a>, where our attorneys and immigrants come together to exchange information and experiences; our weekly eNewsletter, the <a href="MurthyBulletin">MurthyBulletin</a>, recommended reading for all clients of our firm; and a secure <a href="Online Case Management">Online Case Management</a> (OCM) portal, where you can find updated information on your case/s and communicate with our office wherever you have access to the World Wide Web. It is my goal to ensure that we take excellent care of you.

We appreciate the opportunity to work with you. If you have any questions or comments, please feel free to contact us. We look forward to helping you.

We know your immigration matters! ®

Very truly yours,

Sheela Murthy President

# I-485 / Consular Processing Legal Representation Agreement – Murthy Law Firm

THIS AGREEMENT is entered into as of this day of Month, Year, by and between (hereinafter referred to as "Client") and the <b>Murthy Lav</b>
<b>Firm</b> , a professional corporation incorporated in the state of Maryland (hereinafter referred to as "Attorney or "Law Firm" or "Firm").
1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide lega services until Client returns a signed copy of this Agreement and pays the legal fees and costs called fo under the Agreement.
2. SCOPE AND DUTIES. Client engages Attorney to provide the following legal services for Client (and no other matter unless expressly agreed in writing between the parties):
<ul> <li>Preparation of I-485 Application to Adjust Status or Application for Immigrant Visa through Consular Processing.</li> </ul>
3. LEGAL FEES, EXPENSES AND METHOD OF PAYMENT. Client and Attorney agree that the legal fees for the services outlined above are:
<ul> <li>\$2200 towards the legal fees for the services set forth in section 2 above, payable as set forth in the attached Payment Schedule.</li> </ul>
<ul> <li>There are government processing fees and costs more fully outlined in the Payment Schedule which may change from time to time.</li> </ul>
4. OTHER TERMS AND CONDITIONS. The parties agree and affirm that all other terms and conditions governing this Agreement are more fully explained in the attached Addendum, which is incorporated herein by reference and shall be legally binding on the parties.
To ensure that this Agreement sets forth our understanding, <b>please return a copy of the entire Agreement signed by you</b> , with your date and initials on the payment schedule and addendum, along with all fees and costs, on or before thirty (30) days from the date of requesting this Agreement.
"Attorney"/ Law Firm MURTHY LAW FIRM
By: Date: Sheela Murthy, President
THE FOREGOING IS AGREED TO AND APPROVED BY:
"Client"
SIGNATURE DATE
Name / Title: Neatly write Full Name in Capital Letters (and title if representing a Company)

## I-485 / CONSULAR PROCESSING PAYMENT SCHEDULE

PROCESS	FEE	CONDITIONS	PAYMENT TERMS				
I-485 Application* / Consular Processing*	\$2200	Payable upon signing of Agreement.	Balance due upon signing of Agreement.				
OPTIONAL ADDITIONAL LEGAL FEES							
I-485* / CP* (dependent spouse)	\$1100	If requested.	Balance due upon receipt of invoice.				
I-485* / CP* (per dependent child)	\$1000	If requested.	Balance due upon receipt of invoice.				
I-824 Application* (to change from I-485 to CP)	\$500	If required.	Balance due upon receipt of invoice.				
I-131 Application* (per application, per applicant)	\$500	If requested.	Balance due upon receipt of invoice.				
I-765 Application* (per application, per applicant)	\$500	If requested.	Balance due upon receipt of invoice.				
Request for Evidence*  (per response)	\$750	If required.	Balance due upon receipt of invoice.				
Attend Interview at Baltimore USCIS (primary applicant)	\$2600	If requested.	Balance due upon receipt of invoice.				
Attend Interview at USCIS Office within 200 miles of Baltimore** (primary applicant)	\$5000	If requested.	Balance due upon receipt of invoice.				
Attend Interview at USCIS Office over 200 miles from Baltimore*** (primary applicant)	\$7000	If requested.	Balance due upon receipt of invoice.				
Attend Interview at USCIS Office (per dependent applicant when accompanying primary applicant)	\$250	If requested.	Balance due upon receipt of invoice.				

#### **DEPARTMENT OF HOMELAND SECURITY (DHS) FEES**

Please Note: The fees below are not included in the aforementioned Murthy Law Firm fees.

Fee for online filing, if available, may differ from those listed below.

\$1440 check, made payable to "Department of Homeland Security" upon filing each I-485 Application for applicant/s over the age of 14.

\$950 check, made payable to "Department of Homeland Security" upon filing I-485 Application for applicant/s under the age of 14.

\$590 check, made payable to "Department of Homeland Security" upon filing I-824 Application.

\$630 check, made payable to "Department of Homeland Security" upon filing each I-131 Application.

\$260 check, made payable to "Department of Homeland Security" upon filing each I-765 Application.

### **DEPARTMENT OF STATE (DOS) FEES**

Please Note: The fees below are not included in the aforementioned Murthy Law Firm fees.

\$345 Immigrant Visa fee, payable to "Department of State" via money order or DOS online payment, per applicant filing on the basis of an approved I-140 Petition – OR – \$325 Immigrant Visa fee, payable to "Department of State" via money order or DOS online payment, per applicant filing on the basis of an approved I-130 Petition.

\$120 Affidavit of Support fee, payable to "Department of State" via money order or DOS online payment, if filing on the basis of an approved I-130 Petition.

\$235 Immigrant Visa DHS Domestic Processing Fee for Consular Processing cases only, payable online at USCIS.gov/uscis-elis via check, credit or debit card after receiving the immigrant visa package from DOS and prior to departing for the United States.

- \* If an Audit, complex Request for Evidence (RFE), Notice of Intent to Deny (NOID) or similar query is received in connection with the filing submitted by Murthy Law Firm, then additional legal fees will be assessed. The legal fees will be due upon receipt of invoice from the Murthy Law Firm.
- \*\* Additional fees will apply. These fees will range between \$500 and \$750 depending on whether an overnight stay is required by the attorney.
- \*\*\* Additional fees will apply. This fee will be \$1500. No travel arrangements will be made prior to payment of invoice.

Initials	Q.	Data	

#### **ADDENDUM**

(To Legal Representation Agreement - Additional Terms and Conditions)

The following sections of the Agreement have certain additional terms that will continue to bind the parties as if they were incorporated as a part of the Agreement and the parties agree to be bound thereby:

1. SCOPE AND DUTIES. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of the progress of all matters, and shall respond to Client's inquiries. Any additional services requested by Client and not stated above will require a new written contract or written modification of this contract. Attorney agrees to notify Client promptly of all significant developments and to consult with Client in advance as to any significant decisions needed to be made for the case or representation to progress.

Client shall be truthful with Attorney, shall cooperate with Attorney, shall keep Attorney informed of developments, shall pay Attorney's fees and expenses on time, and shall keep Attorney advised of Client's address, telephone number and whereabouts. Client agrees that failure to provide material information that is critical to representation by Attorney in this matter, whether intentional or innocent, which would affect the strategy of the representation or any defenses or affirmative applications may result in an increase in fees or withdrawal from representation.

Representation does not include the provision of any other type of professional advice; including but not limited to: taxation, accounting, employment law, etc. U.S. immigration can have significant tax implications. Client is urged to retain independent advisors in these areas and any others outside the scope of this Agreement.

2. LEGAL FEES AND EXPENSES. The following services will be charged separately, at the then applicable rate, if and when the need arises: inquiries from the Department of State, U.S. Citizenship and Immigration Services, U.S. Department of Labor, waivers, criminal memos or addendums, additional services required due to government delays or inaction, or closure of consulates due to environmental, political, or other unforeseen reasons, litigation, exclusion or deportation hearings. Attorney reserves the right to increase these fees from time to time but must first provide Client with 30-day advance written notice. At that time, Client may elect to proceed or discontinue service pursuant to section/s 5 & 6.

If, during the course of case preparation, Client provides new information that materially impacts the work completed to date ("Change Order") and Attorney is required to amend work already prepared, Client will be assessed additional fees for that previously unanticipated additional work. Attorney agrees to notify Client of those Change Order fees before proceeding. Change Order Fees will be assessed based on the amount of work completed to date and the complexity of the amendment. Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this Agreement. Client understands and agrees that where delays, inactivity or other bureaucratic problems arise due to circumstances beyond Attorney's control, or caused by third parties, additional fees may be charged if such problems were not originally anticipated. Additional fees may be required due to subsequent changes in law or regulation that requires additional performance by Attorney and/or additional court or agency filings.

**3. METHOD OF PAYMENT.** Client agrees to pay all legal fees per the attached Payment Schedule. Before filing any stage, all fees must be paid in full. Client agrees to pay in full the amount of each bill, if money is due, within (15) FIFTEEN DAYS of the billing date. Any outstanding balances not paid when due as agreed will accrue an interest charge of eighteen percent (18%) per annum from the due date until paid. Attorney shall bill Client for time and costs incurred to collect bills past due for 30 days or longer.

CHECK ACCEPTANCE POLICY: Information on check must be preprinted by Financial Institution. Murthy Law Firm does not accept Payroll, Two-Party, Temporary or Starter checks. Murthy Law Firm reserves the right to refuse any check. A \$50.00 FEE WILL BE ASSESSED ON ANY CHECK RETURNED FOR ANY REASON.

- **4. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time with or without cause. However, Client agrees to provide Attorney with one week written advance notice of such discharge. Such notice shall be effective upon Attorney's receipt of written notice. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, Client's failure to provide truthful information, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.
- **5. CONCLUSION OF SERVICES.** When Attorney's services conclude or are terminated, all unpaid charges shall become immediately due and payable. Client will pay for all legal fees and costs incurred prior to conclusion or termination of services. All flat fees will be non-refundable once substantial services have been performed. For all cases that are closed prematurely, there is a minimum closure fee of \$250 that is nonrefundable from the legal fee. This closure fee covers the Firm's time expenditure in both opening and closing a case file. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any unused Client funds or property in Attorney's possession. Attorney will not, however, deliver any information constituting protected work product or privileged information. Client agrees to bear all photocopying and other costs for reproduction and delivery of the file. Attorney agrees to cooperate with any successor counsel to accommodate a smooth transition of the representation.
- **6. DISPUTE RESOLUTION.** Any dispute as to whether Attorney or Client has failed to honor this Agreement or as to the amount of legal fees may be arbitrated in conformance with applicable rules and regulations.
- 7. EFFORT AND OUTCOME; DISCLAIMER OF GUARANTEE. Attorney agrees to use reasonable efforts in representing Client. Client agrees and acknowledges that counsel may not and has not made any assurance or guarantee about the successful outcome of matters being handled by Attorney. Attorney's comments about the outcome of Client's matter are expressions of opinion only.
- **8. GOVERNING LAW, CONSENT TO JURISDICTION & PROMISSORY NOTE.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Maryland and the parties irrevocably and unconditionally agree that any suit, action or other legal proceeding arising out of this Agreement may be brought in any court of record of the State of Maryland in Baltimore County. In the event of any default by Client under this Agreement, Client agrees that this Agreement shall be construed as a promissory note, and all outstanding payments shall become immediately due and payable, at the option of Attorney, and Client agrees to pay all costs of collection, including forty percent (40%) for attorneys' fees, if placed in the hands of an attorney for collection. Demand or presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.
- **9. MODIFICATION.** This Agreement may be modified by subsequent written Agreement signed by the parties or by oral agreement where the parties carry it out.

# **CONTACT INFORMATION PAGE – MURTHY LAW FIRM**

(This form must be returned with the completed Legal Representation Agreement.)

BENEFICIARY INFORM (Applicant Seeking Immigratio	_					
Middle:	Last:					
Alternate Telephone:	eMail Address:					
-485 Application for Adjustment o	of Status (AOS) pending? □ Yes □ No					
BILLING INFORMATION						
Billing eN	Billing eMail Address:					
	(Applicant Seeking Immigration Middle:  Alternate Telephone:  -485 Application for Adjustment of BILLING INFORMAT					