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Attorneys At Law

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\*Immigration Law

1. **TERMS OF REPRESENTATION**

This ATTORNEY-CLIENT AGREEMENT ("Agreement") for legal representation is entered into by and between JOHAN MAURICIO SARMIENTO MORENO (Client) and LAW OFFICE OF PEMA LHAMU BHUTIA PC (Attorney).

I, the undersigned client, herby authorize Attorney to represent in connection with the following matter:

SIJS

1. **I UNDERSTAND I HAVE THE FOLLOWING RIGHTS AS A CLIENT:**
2. To be kept informed by the Attorney about any important developments in my case.
3. To be consulted by Attorney or legal staff before any significant decision is made or action taken on my behalf.
4. To expect that Attorney or legal staff under the guidance of Attorney will pursue my case with all reasonable diligence. And will maintain the confidentiality of all information that I share with my legal representative. No documents in my file be released to anyone other than myself without my consent.
5. To be informed in writing if the Attorney withdraws as my legal representative for any reason, and to be provided with any original documents belonging to me.
6. **I UNDERSTAND I HAVE THE FOLLOWING RESPONSIBILITIES AS A CLIENT:**
7. To attend all scheduled appointments with my legal representative, or to call to reschedule an appointment if I cannot attend.
8. To be truthful in all my communications with my legal representative.
9. To inform my legal representative of all changes of address, telephone number and any circumstances within **10 days** of any change.
10. To cooperate in assisting my legal representative in obtaining requested documents or information needed for my case.
11. To respond to letters from my legal representative asking me to call them.
12. To attend all USCIS interviews, court hearing or other appointments scheduled in my case with the USCIS or the Immigration Court, or at any other Court and location.
13. To make all payments to the Attorney as agreed upon in the payment plan written at **Part E,** below. Any changes to the payment plan will not be in effect unless agreed to by both Attorney and Client in writing.
14. I agree to pay any bank charged penalty on returned checks.
15. **I FURTHER UNDERSTAND THE FOLLOWING:**
16. The Attorney **CANNOT GUARANTEE** that will be granted the benefit that I am seeking in the above matter, even after the Attorney successfully files all necessary applications and documents.
17. If I am in the United States without legal immigration status, I am always subject to deportation or removal by the Immigration and Customs Enforcement (ICE). If I am not already in deportation or removal proceedings at the time that the Attorney agrees to represent me, the Attorney may not be able to protect me from deportation or removal and will make an independent decision whether to represent me in my deportation or removal proceedings.
18. That the Attorney may withdraw as my legal representative and close my case at any time, if I fail to provide truthful information or documentation to my legal representative or fail to comply with my responsibilities in **Part C,** above, or fail to comply with the agreed upon payment plan in **Part E**, below.
19. That if my case involves several steps, the Attorney is not obligated to represent me all steps of the process beyond those agreed to a **Part A,** above. The Attorney may withdraw from representing me in any additional stages, or the Attorney and client may make a new agreement, effective only after putting in writing, for continued representation for an addition or new steps not described in **Part A,** above.
20. **LEGAL FEE & PAYMENT PLAN**

Client agrees to pay for the legal services as follows: Upon the execution of the Agreement, Client shall pay flat attorney fee of **$ 11,000.00 to Attorney**. Please be advised that the client is responsible for any fees that are accrued, these include, but are not limited to; certified copies of certain documents; certified translations of documents or fingerprints certificate.

**The initial payment is $3,000.00 to start the case on 01/13/2025, and the rest of the payment will be in monthly payments of $500.00, starting on 02/13/2025.**

If this agreement is terminated by either client or Attorney, then the attorney’s fee will be calculated an **hourly basis.**

*Presently, the hourly rates is $450 per hour for Attorney and $250 per hour for Paralegal. The Attorney will issue bills for the time devoted to your case. If the client owes fees, then the client must pay the owed fee to the Attorney within 5 days of the termination of this agreement. And if the Client has overpaid to Attorney, then Attorney will refund the exceeded amount to the Client via check within 5 days of the termination of this agreement.*

**NOTE FOR ASYLUM CASES:**

1. **If you do not pay for 3 months continuously, you implicitly agreed that our office may withdraw our legal representation in your case.**
2. **Before applying for your work permit you must pay 70% of the total amount of your case.**
3. **Before the last INDIVIDUAL hearing you must pay 100% of your case outstanding balance.**
4. **All USCIS fees are subject to change without notice.**
5. **All asylum clients must bring their personal statement within 15 days of their (after) Master hearing or Written Pleadings submitted to the court.**

**NOTE FOR SIJS CASES:**

1. **If you do not pay for 3 months continuously, you implicitly agreed that our office may withdraw our legal representation in your case.**
2. **Before submitting the USCIS application I-360 after Family court SIJS determination you must pay 80% of the total amount of your case.**
3. **Before submitting the USCIS application I-765 after I-360 approval you must pay 100% of the outstanding balance of your case.**
4. **The green card application I-485 IS NOT INCLUDED in this agreement.**
5. **All USCIS fees are subject to change without notice.**

**NOTE FOR USCIS CASES:**

1. **Please note that all cases in this category do not include the accompanying of**

**counsel for interview appointment (if apply).**

1. **This agreement includes the services of filling paperwork to USCIS and NVC excluding government fee.**
2. **That’s not include the services outside the country or consular embassy.**
3. **All USCIS fees are subject to change without notice.**

GOVERNING LAW AND JURISDICTION: This Agreement shall be governed and construed under the laws of the State of New York. Client consents to the jurisdiction of the State of New York for any litigation regarding this Agreement.

By signing Agreement, Client hereby agrees to the terms and conditions set forth herein.

**CLIENT CONTACT INFORMATION**

Client Name:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client Day Time Phone Number:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Attorney Signature

Date: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_