

## **CONTRACT FOR LEGAL SERVICES**

For Immigration Services Requiring an Application to Apply for Employment Authorization relating to

Sathyavathy Muthuvijayan

Today, a decision has been made to retain the legal services of GOEL & ANDERSON, LLC (G&A) to assist Sathyavathy Muthuvijayan to apply for employment authorization for her spouse, Elamaran Jayabarathy, through the filing of Form I-765, Application for Employment Authorization. Sathyavathy Muthuvijayan will be hereinafter referred to as "Client."

In consideration of the professional services to be rendered by G&A and its staff, the following fees, plus costs as noted on page 2 of this Agreement, shall be paid by Client as follows:

The full legal fee of \$350.00 for preparation of Form I-765 is due upon Client's submission of this executed Contract for Legal Services to G&A.

The aforementioned fees do not include professional services associated with responding to an Agency request for information. Professional services associated with responding to such an Agency request will be billed at an hourly rate of \$350.00, plus costs, as set forth in this Agreement.

This fee does not include professional services in connection with the rebuttal of a proposed denial, administrative appeal, or judicial review of any nature. Such additional services may be the basis for additional fees, but will be undertaken only after discussion and consent between the parties.

Client understands that no guarantee can be provided regarding how long the case will take nor whether the outcome will be successful.

Client agrees to cooperate fully with G&A and promises to keep G&A advised of changes of address, telephone number, employment, and all other relevant circumstances bearing on this case.

Client agrees that it is essential to advise G&A of all facts relating to the immigration objectives sought including past immigration history, personal background and employment (past, present, and future) of the parties involved. If the immigration benefit is not obtained because any party has concealed something or because of the delivery of false documents, G&A will not return fees paid and this matter will be closed in G&A's offices.

Client and G&A agree that it may be possible to terminate this contract, but only upon written notice to each other. G&A reserves the right to withdraw from the case if payments are not made as agreed upon and Client agrees that G&A may withdraw for nonpayment.

Client agrees that after completion of the case, G&A will store the client file at no charge to the client for seven (7) years at a location to be determined solely by G&A. At the end of the seven-year period, the file will be destroyed unless the Client requests a copy of the file in writing no less than 60 days earlier. Client agrees to pay the reasonable cost of file retrieval, photocopying, and shipment.

Client understands that invoices are due and payable upon receipt. Invoices not paid within 60 days will be assessed FINANCE CHARGES of 1% PER MONTH (A.P.R. 12%), or the maximum amount allowable by law, from the date of invoice until paid. In the event that payment is not made in a timely manner and collection efforts are required, Client agrees to reimburse G&A for court costs and attorney fees incurred in the collection of any unpaid balance due and owing to G&A that are reasonably incurred, whether G&A uses outside counsel or not.

Client understands that previously outlined legal and administrative fees do <u>not</u> include additional expenses, which are charged separately. Thus, Client agrees to reimburse G&A for all costs/expenses as follows, if applicable:

Government Filing Fees At actual cost

Translation Costs At actual cost (if needed)

Client understands that this is a legally enforceable contract that may be reviewed by independent legal counsel of Client's choice prior to signing.

Client and G&A have fully read this agreement and accept it in its entirety. Further, it is understood that the initial payment under this contract will not be held in a trust account and that there will be no refund of any payment made should a decision be made to terminate G&A's services.

GOEL & ANDERSON, LLC	DATE	SATHYAVATHY	DATE
		MUTHUVIJAYAN	



## Re: Confirmation of Dual Representation and Advance Waiver of Conflict of Interest.

## Dear EAD Applicant:

Goel & Anderson, LLC (G&A) has been retained by Tata Consultancy Services Limited (referred to hereinafter as "TCS") to represent both TCS and your spouse in obtaining H or L nonimmigrant status on the basis of the ongoing employment relationship between TCS and your spouse. This letter confirms our discussion with you about G&A attorneys undertaking joint representation of you (the EAD applicant), your spouse (in H or L status), and TCS in your immigration matter.

While separate legal representation is always advisable, you have consented to G&A jointly representing your common interests, which is limited to the above matter(s). In situations involving a mutual objective, as is the case here, one lawyer and firm can coordinate and communicate better among two or more clients, handle the matter more efficiently and lower total expenses. In such instances, conflicts or other problems between the parties to this "dual representation" are quite rare. However, in some instances, disputes can arise. Where this happens, such as if any party later get into a dispute with each other (you, your spouse, or TCS), neither party will be able to claim the attorney-client privilege against the other regarding communications with G&A attorneys and staff. Moreover, as G&A will have an equal duty of loyalty between each client, information bearing on your matter may be shared between you, your spouse, TCS, and G&A. You understand and agree that anything you tell or reveal to G&A and its staff, we may share with your spouse or their employer, TCS.

In addition, since G&A's contact with TCS is extensive and involves many immigration objectives and business needs, you agree that G&A may have to keep certain information about TCS confidential. Information that G&A may keep confidential may include financial information about TCS and/or immigration and personnel policies and decisions that might impact employment. You understand that G&A will follow TCS's direction with respect to the immigration strategies it wishes to pursue in relation to employment, and if at any point of time a conflict arises that would not make it possible for G&A to effectively represent you jointly with TCS, you would need to seek independent counsel. However, you also agree that in the event of such a conflict G&A may continue to represent TCS.

In the event of a conflict of interest arising, G&A attorneys will no longer be able to represent you and/or your spouse and we may be asked or required to take appropriate measures on behalf of TCS, such as notification to U.S. Citizenship and Immigration Services and other governmental agencies of the employment termination, which could result in the denial, withdrawal, or revocation of any petitions or applications that TCS may have filed on behalf of their employee. In such a situation, you should seek independent counsel as the denial, withdrawal, revocation, or lack of employer support for certain applications/petitions may either prevent or restrict your ability to keep or obtain certain immigration benefits.



Thank you for your attention to this matter. We look forward to working with you in obtaining a successful result to your immigration case in a timely and professional manner. If you have any questions or concerns in regard to this correspondence, please do not hesitate to contact me.

Sincerely,

GOEL & ANDERSON, LLC

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Vic Goel Attorney at Law