



## Attorney-Client Retainer Agreement

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

- 1. SCOPE AND DUTIES:** Pursuant to this Agreement, Client has retained Attorney to provide legal services in connection with the filing of an original immigration petition under the I-140 category of EB-2 NIW/ EB1A/ EB1B (circle one). This representation includes advice and assistance to Client regarding I-140 petition, **drafting up to six recommendation letters, drafting testimonial letters, drafting the petition letter, preparing the petition package, and answering USCIS Request for Evidence (RFE) or NOID (Notice of Intent to Deny) if applicable.** This Agreement does not obligate Attorney to provide services or representation in connection with any appeal to any administrative board or any judicial courts.
- 2. APPROVAL OR REFUND POLICY:** If Client's I-140 case is denied, Attorney will refund 100% of the attorney fee submitted.

3. **REFUND:** Client understands that only when a petition is officially denied by the USCIS may a refund be issued by Attorney. Client understands that filing fee paid to the USCIS is not refundable.
4. **NO GUARANTEE OF PETITION APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of the petitions. Attorney will refund 100% of the attorney fee as indicated in Provision 2 if the case is denied. However, a case approval is subject to a USCIS Officer discretion and being entitled to "Approval or Refund" service is not a guarantee of case approval.
5. **TIMELINE:** Attorney will produce the first drafts of all the recommendation letters for Client to review within **10 business days** after Client provides all necessary information. Necessary information will include Client's up-to-date CV, as well as information about Client's recommenders and a research summary, according to the instructions provided in the Client Packet. Necessary information may also include Client's publications, a link to Client's Google Scholar profile, etc. Attorney will produce the first draft of the petition letter within **10 business days** after Client provides Attorney with all of the signed recommendation letters to be submitted to the USCIS with the petition. Attorney will provide Client with revised drafts of the recommendation letters and the petition letter within 1-3 business days after Client provides Attorney with Client's proposed changes to the same. Attorney will file the case within **4 business days** after receiving all of the supporting materials for the petition. Any unreasonable delay on the part of Attorney constitutes breach of contract and Client has the right to request a refund.

**By signing this retainer agreement, Client acknowledges this timeline and agrees to it.**

- 6. LEGAL FEE:** Client agrees to pay flat FOUR THOUSAND AND EIGHT HUNDRED Dollars (\$4,800.00) for legal services. \$2,400 is due upon the execution of the agreement and the remaining \$2,400 is due upon case filing.
- 7. 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.
- 8. OWNERSHIP OF WORK PRODUCT:** Client understands that all information relating to this representation, including but not limited to samples, discussion of the case, evaluation results, advice, suggestion and tips to proceed and win the procedure, drafted recommendation letters, and drafted petition letter is attorney work product and the sole property of Attorney at ALL TIMES even after the termination of the representation. Disclosure of the mentioned information without Attorney's consent constitutes breach of the Retainer Agreement and may lead to termination of the representation or/and legal action to recover damages.
- 9. REQUEST FOR EVIDENCE (RFE):** If the USCIS makes a request for additional evidence, Attorney shall respond to the RFE in a timely manner **WITHOUT** charging an additional attorney's fee. Client shall fully cooperate with Attorney and provide documents related to the RFE in a timely manner.
- 10. WITHDRAWAL:** If Client withdraws the immigrant petition from the USCIS or withdraws attorney's representation any time after Attorney has submitted the same to the USCIS, Attorney's representation is complete and no refund of attorney fee is available.

- 11. EARLY TERMINATION:** If Client terminates the attorney-client relationship prior to completion of the scope of representation, then Client agrees to pay a reasonable portion of the total attorney fee based on services provided prior to termination.
- 12. MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.
- 13. PRIOR AGREEMENTS:** 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 as listed in Provision 6 above.
- 15. 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 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.
- 16. FILING FEES:** Client agrees to pay the filing fee for one I-140 petition: \$580.00. This fee is subject to change by USCIS.
- 17. MISCELLANEOUS:** Please note that the I-140 process is a crucial part of the immigrant visa process, but it is not the only step. Once your I-140 is approved, you will need to adjust your status within the US (Form I-485) or undergo immigrant visa processing abroad.

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

Which type of petition(s) are you retaining us to file for you at this time? Please check all that apply:

- ☐ I-140 filed under the category of EB-1A (Alien of Extraordinary Ability)
- ☐ I-140 filed under the category of EB-1B/OR (Outstanding Researchers and Professors) My US employer\_\_\_\_\_ (*please enter the name of the petitioning employer*) has agreed to serve as the petitioner for my I-140 filed under **EB-1B/OR**.
- ☐ I-140 filed under the category of EB-2 NIW (National Interest Waiver)

**\*\*What is the email address you have used to contact our firm?** \_\_\_\_\_

**\*\*How did you hear about our firm?** \_\_\_\_\_

**\*\*Please fill out your client record in the system under your client account, which we will create for you after this retainer agreement is signed and returned.**

**Retainer Agreement:**

Please fax (214-580-5532) or scan and email (support@wegreened.com) this retainer agreement back to us.

**Mail-in Payment – Preferred Method**

Please make your personal check payable *North America Immigration Law Group* and mail to our Ann Arbor office: 2723 South State St., Ste. 150, Ann Arbor, MI, 48104

**Bank Transfer –**

Account Name: *North America Immigration Law Group*

Associates Bank Name: Bank of America

SWIFT CODE: BOFAUS3N

Routing# (For Domestic; Ordering Checks; Direct Deposit/Automatic Payment): 072000805

Routing# (For Wire Transfer): 026009593

Account#: 3750 1030 8553

Bank Address: 3201 E Eisenhower Pkwy, Ann Arbor, MI 48108