

TERMS AND CONDITIONS OF REPRESENTATION

Attorneys' Responsibilities

Wasden Bantias, LLC ("Attorneys") agrees to file and pursue a group case to compel United States Citizenship and Immigration Services to make final decisions on OPT EADs for both initial OPT applicants and STEM OPT Extension applicants. Attorneys will also pursue an order to compel USCIS to issue receipts for all OPT applications. This contract includes all steps reasonable to file, organize, and prosecute an lawsuit in a United States District Court. These steps will include a complaint, a motion for a preliminary injunction, a motion for class certification, a response to a motion to dismiss (if required), and a motion for summary judgment (if required).

Client Responsibilities

_____ ("Client") agrees to cooperate with the prosecution this case. Client further agrees to gather and provide the necessary information and paperwork needed to pursue this action. Client agrees to pay the fees described below at the time of execution of the contract as required by the Attorneys below. Client agrees that Attorneys may discuss this case with other clients. Client agrees to work together with the other Clients in this case to gather the necessary information to ensure timely acquisition and organization of the necessary information and documents for this case.

**TOTAL COST: \$927 via credit card
(No additional fees will be due)**

I agree to comply with the Client's responsibilities above and the terms and conditions below, and I agree to remit payment and information as required by the attorneys.

Date:

Name:

Address:

Phone:

Email:

Flat Fee Notice

These attorneys' fees, due at the time of signing, are flat fees and considered as immediately earned at the time of payment. As such, Attorneys reserve the right to move these fees to its operating account upon payment. By signing this agreement, you understand these fees will not necessarily be held in a trust account until the completion of the scope of work above. You, of course, have the right to terminate Attorneys at will. If you terminate our representation, you may be entitled to a refund of the unearned portion of the fee on the terms below.

Conflicts

It is understood and agreed that the Attorneys may represent other persons and companies whose general interests may be adverse to you so long as there is no actual and direct conflict of interest in our doing so. If a conflict arises that precludes the Attorneys from continuing to represent both parties, we will likely be unable to represent either party thereafter. In this unlikely scenario, the Attorneys will do their best to recommend other legal counsel competent to serve you.

TERMS AND CONDITIONS OF REPRESENTATION

Termination

You are free to terminate the Attorneys at any time during their representation. However, should you choose to terminate the Attorneys, we will consider as earned any time spent on your case at an hourly rate of \$450 per hour (up to the amount of the total cost) and return the remaining balance. If you have a balance due one year after signing this agreement, that balance will become due immediately, and any payments thereafter will be charged a monthly finance fee of 10% of the remaining balance. Should collections or litigation become necessary to recover any unpaid balance, you will be responsible for any costs, expenses, and reasonable attorney's fees (at a rate of \$450 an hour) for such efforts.

The Attorneys have the same right, subject to our obligation to give you reasonable notice to arrange alternative representation, and when required, to obtain the permission of the judge before whom a litigation matter is pending.

Attorneys' Fees

As part of this representation agreement, if the Attorneys are successful in getting an award of attorney's fees and costs under the Equal Access to Justice Act or any other provision of law, or reaching a settlement agreement with the Defendant that includes a payment of attorney's fees, you agree to assign any and all remaining fees to the Attorneys. Please note that any fee award acquired during the course of this litigation belongs to you. By signing this representation agreement, you are agreeing to give up your right to any such award and assign it to the Attorneys.

Full Disclosure

You, the Plaintiff, agree to disclose fully any details about the pending petitions that are material to the case. This includes but is not limited to any known deficiencies in the applications, fraud, misrepresentations, or material omissions in the pending applications. If the Attorneys discover any information during the prosecution of this case that Plaintiff failed to disclose which precludes the Attorneys from continuing to represent the Plaintiff and comply with the Attorneys' rules of ethics or professional responsibility, you agree that the Attorneys may withdraw and you are entitled to no refund of any portion of any payment.

Dispute Resolution

In the unlikely event that a dispute arises between Client and the Attorneys, each agrees to try to resolve the issues amicably between them. **If that fails, Client and the Attorneys will seek to**

TERMS AND CONDITIONS OF REPRESENTATION

arbitrate the matter through a mutually agreed upon arbitrator located in South Carolina consistent with South Carolina law.

Client Communication

Attorneys will promptly and affirmatively update Client of all significant and material changes in the case. Clients agree to keep written and telephonic status inquiries about their case within reason. If the number or scope of the Client's inquiries or non-emergency communications exceeds a reasonable amount, Attorneys reserve the right to bill the Client by the hour at \$450 an hour for time responding to such requests and communications.

Attorney-Client Privilege in Joint Representation Cases

Please be aware that special rules apply to attorneys jointly representing more than one client in the same matter. An important rule relates to the attorney-client privilege. **As between commonly or jointly represented clients, the attorney-client privilege does not apply.** In other words, in this case in which you are a jointly represented client along with other clients in the same matter, the firm and its attorneys are permitted to share information about each client with the other clients in this case.

Because the attorney-client privilege does not apply between jointly represented clients, please be aware that information will be shared between the joint clients in this case. Please note we do not share the following information among clients.

Client's date of birth;
Client's social security number;
Client's employer identification number;
Client's medical history;
Client's bank account numbers;
Client's financial information;
Client's tax returns; and,
Client's trade secrets.

The firm has determined that, to the extent the above information is required from any client in this case for purposes of litigation, it may be harmful to disclose any of the above information to other clients in this case. Therefore, by signing this letter you agree as a condition for being represented in this case, that the attorneys are not required to disclose or otherwise provide to you any of the above information obtained from other jointly represented clients in this case. However, this agreement regarding the non-disclosure of confidential information does not apply with respect to any information that the attorneys are required to file with the court and the information is not filed or is not permitted to be filed under seal.