## ATTORNEY-CLIENT RETAINER AND FEE AGREEMENT

This document must be signed and returned prior to rendering any immigration services.

This **ATTORNEY-CLIENT AGREEMENT** is entered into by the Client and Dana Michael Ritter, A Professional Corporation.

1. **CONDITIONS:** This agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client signs and returns this document to the office of Dana Michael Ritter, PC.
2. **SCOPE OF SERVICES:** Client hires Attorney to provide legal services and represent you, and/or you and your employees in matters of immigration as indicated by payment for a specific service. The Attorney’s scope of services and responsibility are limited specifically to the immigration service in which the Client has provided a retainer fee or payment thereof. No other immigration services outside the specific service paid for is within the scope of representation. This contract, retainer, and/or fee does not include services for appeals or other reconsideration of these matters, for other matters, or for special problems unknown to Client or Attorney at this time. If such legal services become necessary, they will be covered by a separate contract and/or fee. Attorney, at their discretion, can utilize contract or outside legal professionals, whether foreign or domestic, to perform work as needed. Client hereby agrees that this is acceptable. Attorney shall use their best efforts to achieve successful resolution in these matters and shall keep Client advised and informed of the progress of these matters. Client understands that the Attorney and their staff will communicate with their Client extensively through email and telephone. Client shall inform Attorney when such methods of communication are not effective for Client.
3. **CLIENT’S DUTIES:** Client shall be truthful with Attorney, cooperate with Attorney, be responsive to Attorney, keep Attorney informed of developments regarding Clients’ matters, abide by this agreement and keep Attorney advised of Client’s address, telephone number, current email address and whereabouts at all times. Client agrees to inform Attorney and seek further clarification whenever Client does not understand something. If Client does not update Attorney on Client’s current address, telephone number, current email address and whereabouts at all times, Attorney cannot represent client. Attorney will attempt to contact client three times at the last known phone number, email or mail. If Client is unresponsive after three attempts Attorney will conclude representation on your legal matters.

It is Client’s affirmative duty to inform Attorney of any changes, deletions, amendments or updates as to the information Attorney will provide to any government agency in the representation of Client in these immigration matters. This includes, but is not limited to, information regarding the Client, and/or the Client’s business and employees. If the Client remains inaccessible to Attorney Client shall be responsible for making and maintaining copies of all paperwork in connection with Client’ case or legal matters with Attorney. We provide all Clients with a copy of all relevant documentation submitted to the government agencies and/or related to the case, and/or provide the original document. If the Client

requires an additional copy of any documentation, we will provide at an additional charge. Our office will maintain the complete Client file for either three (nonimmigrant) or five years (permanent residency) unless it is an active case, or depending on the case. After this period our office will shred the complete file and access will no longer be possible. Any and all original documents will be returned to either the Client or company.

1. **FEES**: Client agrees to pay fees for services rendered in the individual case, or each individual employee’s case and for other legal services rendered. Client agrees that Attorney has the right to deposit any legal fee in the Attorney’s operating account. Client hereby acknowledges the right to have the legal fee held in a trust account until earned. However, in signing and returning this agreement, Client agrees that Attorney can deposit any legal in fee in the Attorney’s operating account and not in a trust account. Client has the right to refund of any unearned fee. Legal fees for all applicable immigration services are listed in our fee schedule. If you have not received a fee schedule, contact our office immediately prior to signing this agreement. The fee schedule is subject to change upon notice.

Client also agrees to **pay legal fees upon receipt of invoice and/or submission of paperwork** for services rendered. If for any reason fees are not paid upon receipt of invoice and that amount shall remain unpaid for 30 days, Attorney may charge interest at the rate of 12% per annum.

1. **COSTS AND EXPENSES:** Client shall pay all reasonable costs and expenses incurred that are related to Client’s case separate and apart from the Attorney’s fees. Examples of costs include, but are not limited to the following: USCIS filing fees, educational evaluations, recruitment costs, copying, postage, courier and other delivery fees, long distance telephone expenses, travel expenses and other miscellaneous expenses unforeseen by the Attorney or Client. Client authorizes Attorney to incur all reasonable costs reasonably necessary in Attorney’s judgment to successfully represent Client.

Client understands that it will be required, in each permanent alien certification application (PERM/Green Card) to advertise the employee’s position in a newspaper or professional journal, as determined by the Department of Labor or State Workforce Agency. The costs of such advertising shall be borne directly by the Client. Please note: no expenses and/or costs related to the PERM process can be borne by the employee, including any PERM related payroll deductions or contractual liquidated damages clause. The employer must bear all costs associated with the PERM process.

1. **APPEAL:** If Client desires representation in an appeal, further legal fees will be required and will be negotiable between Client and Attorney.
2. **DISCHARGE AND WITHDRAWAL:** Client may discharge Attorney at any time. Attorney may withdraw at any time with Client’s consent or for good cause. Good cause includes, but is not limited to, Client’s breach of this agreement, Client’s refusal to cooperate with Attorney or to follow Attorney’s advice on any matter, or any fact or circumstance which would render Attorney’s continuing representation unlawful or unethical. Should Client refuse to consent to Attorney’s request that they be allowed to withdraw, Client shall be liable for all Attorneys’ fees and costs incurred by Attorney in bringing a motion to withdraw. When Attorney’s services conclude, all unpaid charges will become

immediately due and payable. Client’s files and all file contents will be destroyed within three (3) to five (5) years (depending on the case) of the conclusion of Attorney’s services.

1. **DISCLAIMER OF GUARANTEE:** Nothing in this Agreement and nothing in Attorney’s statements to Client will be construed as a promise or guarantee about the outcome, result, judgment or verdict of

Client’s matter. Attorney makes no such promises or guarantees. Attorney’s comments about the outcome of a Client’s matter are expressions of opinion only.

1. **INSURANCE DISCLOSURE:** Attorney currently has errors and omissions insurance.
2. **TERMS AND CONDITIONS OF CONTRACT:** Client and Attorney agree that this written Agreement embodies all of the terms and conditions of the contract between them and that there are no other terms and conditions which are included herein. Client and Attorney further agree that this agreement may not be modified except in a written instrument signed by both Client and Attorney. If any part of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will remain in effect.
3. **EFFECTIVE DATE:** This Agreement will govern all legal services performed by the Attorney on behalf of Client, commencing on the date Attorney first performed legal services. Even if this agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

The Party/Parties have read and understand the foregoing terms and conditions of this agreement. If the Client does not understand any of the terms and conditions, the Client will contact Attorney to discuss before signing. By signing, they confirm and signify their consent to the foregoing agreement. In addition, they acknowledge receipt of this agreement.

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Company Name (If Applicable, Please Print) Dana Michael Ritter, Attorney

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Client Name (Please Print)

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Client Signature

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_