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The Law Firm of

moumita rahman, pllc

{today}

**Via Electronic and Post Mail**

{clientName}

{clientAddress}

{clientCityStateZip}

{clientPhone}

{clientEmail}

**NOTICE OF TERMINATION OF REPRESENTATION**

Dear {clientName},

This letter serves as the official termination of my legal representation of you in your **{caseType}** matter, according to the terms of the contract for our services. I am withdrawing my representation of you and am no longer your lawyer.

Based on the Retainer Agreement you signed with my office on **{retainerDate}**, you agreed to fulfill a monthly payment in order for me to prepare your case, and I agreed to begin work on your case despite not receiving payment in full.

You have failed to make payments on **{missedDates}**, and, after numerous attempts at communicating with you on this matter, we have not been able to come to an agreement.

A warning letter was issued to you on **{warningDate}** for non-payment of services and an outstanding balance which has not successfully addressed on your end.

There has been a breakdown in the Attorney-Client relationship. As such, I am withdrawing my representation of you and am no longer your lawyer. We will also be withdrawing our G-28 Notice of Representation with USCIS on your case. As such, we will cease to receive any mail or notifications on your case. This can gravely affect your legal process as it will mean that the Law Firm will no longer respond to any Requests for Evidence on your case, nor will we receive any notices or legal documents from USCIS.

**Work Calculation and Expenses Explanation**

Per the Retainer Agreement, you agreed that the Law Firm would perform work at the following rates:

$500/hour for Attorney Moumita Rahman

$250/hour for Associate Attorneys

$150/hour for Legal Assistants and Paralegals

Per the retainer agreement, you agreed that the following are expenses are not included as part of your legal fee:

**Not included:**

* Government Filing Fees ($1,225 or more if waivers are needed, paid to the government)
* Psychological Evaluation (Approximately $1,500, paid to the doctor)
* All shipping expenses with the exception of the welcome packet.
* Translation Expenses
* An interpreter on the day of the interview (If needed)
* The immigration medical exam
* Attorney travel costs for day of the interview
* Expedite requests

**Refund Calculation**

Per the Discharge of Representation Clause in the Retainer Agreement you signed, unearned portion of the legal fee (if any) are to be calculated as follows:

**In the event the legal services provided for herein are terminated by either party prior to a decision in this case, then any unearned portion of the fee will be determined by Quantum Meruit. The unearned portion of the fee will be determined by the number of hours devoted by Attorney to the case prior to the time of termination computed at the rate of $500.00 per hour; by the time devoted to the case by the Legal Assistants and Paralegals of Attorney computed at the rate of $150.00 per hour; by adding all expenses incurred (such as copies, postage, securing records and documents, tax transcripts, credit reports, etc); and then by deducting the total amount of all charges from the Base Fee. If the event the total of all such fees and charges exceeds the Base Fee, the Client’s liability shall be limited to the amount of the Base Fee**

Per the Quantum Meruit clause in the Retainer Agreement, an amount of **{amountPaid}** has been paid to the Law Firm thus far. We performed **{hoursWorked}** hours of work on your case, which has been billed according to the following schedule.

Work has been performed by the Attorneys, Paralegals, and Legal Staff of the Law Firm of Moumita Rahman, PLLC in the amount of **{valueOfWork}.**

We have incurred expenses in the amount of **{expenses}** on your behalf in the case.

The unearned portion of any amount paid to us is calculated as follows:

**The Unearned Portion of Fees Paid to the Law Firm**

(Amount Paid Total) – (Dollar Value of Work Performed + Expenses) = Refund Amount

[{amountPaid}] **– [**{valueOfWork}]**+[**{expenses}**] = {refundAmount}**

According to the retainer, you are entitled to the difference between the amount paid to the Law Firm and any unearned portion. Since work has been performed in excess of the amount paid so far, you owe the firm **{amountOwed}**. However, we are exercising our discretion to not charge you for this excess.

1. Please note that the termination of this agreement does not mean you are not eligible for the benefits you are seeking and/or had originally hired us for and this withdrawal should not be construed as otherwise.
2. Please note that the termination of this agreement does not constitute any admission of liability by the Law Firm or its members.
3. By this letter, I am informing you that there can no longer be and there will no longer be any attorney/client-privileged communication between you and me. Thus, it is in your best interest to refrain from sending me further communications.

We wish you the best of luck in your future endeavors.

Sincerely,

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

Moumita Rahman, Esq.

Sincerely,

/s/ Moumita Rahman

Moumita Rahman, Esq.