

Date: 08 / 12 / 2025

Client name: Nigel Dsouza

via email: nigel10122@gmail.com

Re: <u>Legal Services Engagement</u>

Dear Nigel,

Thank you for choosing Manifest Legal Services LLC ("Manifest Law") to represent you (the "Client") in connection with the matter described below. This letter is to clarify the terms of our engagement and is also intended explain that although Manifest Law may perform some of the legal work on this engagement, Manifest Law intends to associate with another lawyer or law firm ("Co-Counsel") for this matter who will be responsible for the majority of the legal services provided in the engagement.

# **Summary of this Engagement**

An earned on receipt flat fee of \$11,876.00, as well as a \$150.00 administrative fee for incidentals (e.g.: printing, mailing), which will be paid in the following installments:

Payment 1: \$4,008.00 due when you sign this agreement;

Payment 2: \$4,009.00 due 45 days after Engagement Letter is signed;

Payment 3: \$4,009.00 due when the initial draft application or petition is provided to you.

**Note:** All payments are due irrespective of timing and dates listed for invoices/payments due **prior to filing**. For example, if a case is filed in 1 month and you have opted for a 3-installment plan, all of the payments due will be **accelerated** to be due prior to the filing deadline of 1 month.

Plan: Platinum.

Includes Money-Back Guarantee of \$11,876.00.

#### The Manifest Law Guarantee

At Manifest Law, we pride ourselves on our and our Co-Counsel's effectiveness and stand behind our work. As such, if your application or petition is denied by a final order, Manifest Law will refund you \$11,876.00 (the "Money-Back Guarantee"). Note that a denial is considered final when a final decision is issued with respect to your petition or application by the reviewing administrative agency. Additionally, any intermediary requests you may receive, such as a Request for Evidence or Notice of Intent to Deny, shall not be considered a final denial for purposes of the Money-Back Guarantee.

# Re-filing Option:

Alternatively, if you do receive a final denial, you may request that Manifest Law re-file your case for no additional legal fees in lieu of the Money-Back Guarantee, provided that Manifest Law reserves the right to decline such request if it believes in its good faith judgment that there is no basis to re-file the case. Note that if you elect this option after a final denial and your case is re-filed, you waive your right to receive a refund (unless you are opting for the Platinum Plan). In all instances of a refiling you will remain responsible for any government filing fees and other non-legal fees and costs related to the re-filing.

To qualify for the Money-Back Guarantee you must meet the criteria and terms and conditions described at <a href="https://manifestlaw.com/money-back-guarantee-policy">https://manifestlaw.com/money-back-guarantee-policy</a> and follow our refund request procedures described at <a href="https://www.manifestlaw.com/refund-procedure">www.manifestlaw.com/refund-procedure</a> within 30 days of the relevant agency's denial.

# **Nature of the Representation**

We, along with Co-Counsel, will provide you with legal services in connection with preparing and submitting an O-1 Visa petition with USCIS (the "Engagement").

The Engagement will include the preparation and filing of one (1) O-1 visa petition with USCIS.

The Engagement will not include any other services not specifically identified above, such as responses to USCIS RFEs (Request for Evidence), NOIDs (Notice of Intent to Deny), NOIRs (Notice of Intent to Revoke), Department of Labor PERM audit (applicable only for PERM cases) or Supervised Recruitment responses, if applicable. The Engagement also does not include any personal appearances at USCIS offices or any appeal to any administrative board or judicial court.

In addition to legal fees, you will be required to pay filing or other administrative fees with USCIS or any other government agency, and such fees must be paid prior to the completion of your application. We will request those fees from you before filing, and the funds will be held in our attorney trust account until it is time to file your application and pay the filing fee. You will also be required to pay directly or reimburse us for all disbursements, such as expenses for photocopying and reproduction, translation vendors, degree evaluations, outside messengers, travel expenses, outside vendors, medical exams, and/or expert witnesses. We may also charge you a credit/debit card processing fee equal to or less than 4% of your total invoice.

The Engagement is limited to the provision of legal services and does not include the provision of business, tax, accounting, or investment advice, nor to review, assess, or evaluate the creditworthiness or credibility of any person with whom the Client may deal. You agree that, in connection with the Engagement, Manifest Law represents only you, the Client, and does not represent any other individuals or entities.

## RFE Cap for Cases Initially Filed by Manifest

In the event that the Firm has been retained to prepare and submit the initial filing of a petition or application to the United States Citizenship and Immigration Services ("USCIS") on the Client's behalf, the Firm agrees to cap its attorney's fees for the preparation and submission of a response to a Request for Evidence ("RFE") or Notice of Intent to Deny ("NOID") issued in connection with such filing at a maximum of **Four Thousand Dollars (USD \$4,000.00)**.

**Notwithstanding the foregoing**, this fee cap shall not apply, and the Firm reserves the right to charge additional legal fees, in the event that the RFE or NOID is based, in whole or in part, on:

- Allegations of fraud, willful misrepresentation, or material omission by the Client; or
- Criminal conduct or history of the Client that was not disclosed to the Firm prior to the submission of the initial filing.

In such instances, the Firm shall notify the Client in writing of the grounds for exclusion from the fee cap and provide an estimate of the anticipated additional fees. The Firm shall not proceed with the response under the revised fee structure without the Client's prior written consent.

# Attorneys' Fees and Disbursements

In return for our legal services, you will pay an earned-on-receipt flat fee, which will be paid in the installments described in the "Summary of this Engagement" section of this agreement. This fee is earned-on-receipt and will not be deposited into our client trust account.

This fee is fixed and constitutes complete payment for the performances of services under this Agreement and does not depend on the amount of work performed. Unless a payment plan has been agreed to in writing in advance, the Fee shall be paid by the Client in advance of the services to be rendered, and neither Manifest Law nor Co-Counsel will be obligated to undertake any services until the fee is paid. In the event you opt to pay the fee in installments as specified above, Manifest Law will have the right to withdraw from representing you if you fail to make a timely payment due under the installment plan, subject to the applicable rules of attorney conduct.

As stated above, Manifest may also include Co-Counsel to represent you on the Engagement. Client understands and agrees that the fee shall be both in consideration for the availability of Manifest Law and Co-Counsel and for the performance of services described above and shall be deposited in Manifest Law's business operating account. If you terminate the representation before we have provided all legal services described in this agreement, you may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination. Having been informed of these rights, by executing this Agreement, Client provides informed consent to the Fee being deposited into Manifest Law's operating account.

If we include Co-Counsel in the Engagement, we will notify you who the Co-Counsel is and how the fee you pay shall be divided between Manifest Law and Co-Counsel. Client further understands that Manifest Law and Co-Counsel agree that they will take joint responsibility for the Engagement.

Please note that our fee is not in consideration of any event or result, but is solely in consideration of our professional efforts in their matter.

#### Terms of Service

You agree to be bound by the Terms of Service found here: <a href="manifestlaw.com/termsoflegalservices">manifestlaw.com/termsoflegalservices</a> ("Terms of Legal Services") in addition to the terms found herein. In the event of a conflict between the terms in this Agreement and the Terms of Legal Services, the terms in this Agreement shall govern.

## Conflict Waiver and Case Management Services

In order to help Manifest Law and Co-Counsel effectively and efficiently provide Client with legal services, Manifest Law and Co-Counsel have entered into a services agreement with Manifest Legal Tech, Inc. to provide Manifest Law and Co-Counsel with certain case management and technology-related services (the "Case Management Services"). As part of this arrangement, some of the non-lawyer personnel working on the

Engagement may be employed by one or both of Manifest Legal Tech, Inc. and Manifest Law pursuant to a services agreement, and certain members of Manifest Law may also hold an economic interest in Manifest Legal Tech, Inc.. For the avoidance of doubt, Manifest Legal Tech, Inc. is a company affiliated with Manifest Law; however, Manifest Legal Tech, Inc. is not a law firm and does not provide legal services. The Case Management Services may include facilitating communications between Manifest Law, Co-Counsel, and Client, hosting documents, messaging software, AI software, tracking important dates, and performing other nonlegal services that are essential to the representation. The Case Management Services will not result in any additional cost to Client, beyond payment of the fee described in Section 2 above. Because the Case Management Services are necessary for the representation of Client, the attorney-client privilege and work product protections shall attach to the Case Management Services. By entering into this Agreement, Client consents to the use of the Case Management Services and messaging software in this Engagement and consents to the disclosure of information relating to the Engagement to Manifest Legal Tech, Inc. for the sole purpose of providing the Case Management Services. In addition, Client agrees to waive any conflict of interest associated with the affiliation between Manifest Law and Manifest Legal Tech, Inc. and agrees not to use that as a basis to disqualify Manifest Law. Client hereby consents to Manifest Law informing any of its marketing partners of the existence of this engagement.

## Referral Program

Client acknowledges and consents that, for the limited purpose of administering our referral program, Manifest Law may disclose to the referring party the fact that Client has entered into an engagement with Manifest Law, without disclosing any additional confidential or identifying information. This disclosure shall be made solely to confirm eligibility for referral credit and shall not include any details of the services provided, fees charged, or other sensitive information.

Client further understands and agrees that, as part of the referral program, you may be eligible for a one-time fee reduction from the total amount due under this engagement, provided that: (i) Client refers a new client to the Firm, and (ii) such referred client enters into a signed engagement agreement with the Firm. If eligible, the referral credit will be applied as a reduction to the final invoice issued under this engagement.

# **Dispute Resolution**

In the event of a dispute between Manifest Law and/or Co-Counsel on one hand and Client on the other hand, regarding the fees pursuant to this agreement, the parties agree to resolve the dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602.340.7379.

In all other circumstances, Manifest Law and Co-Counsel, on one hand, and Client, on the other hand agree that any dispute between them regarding any matter related to or arising out of the Engagement or any party's performance of this Agreement (including, but not limited to, the quality of the services that Manifest Law, Co-Counsel, and its partners or employees renders, claims for malpractice or professional negligence against the Firm or its partners or employees, or collection or payment of bills, fees or costs) will be resolved solely and exclusively by confidential binding arbitration in Phoenix, Arizona. Such arbitration will be administered by JAMS before a single arbitrator. The JAMS comprehensive arbitration rules (or, if applicable because of the limited amount in controversy, the JAMS streamlined arbitration rules) will govern the proceedings, including the selection of the sole arbitrator. Client, Manifest Law, and Co-Counsel waive any claim that Phoenix, Arizona is an inconvenient forum, or that either personal or subject matter jurisdiction is lacking in Phoenix, Arizona. Without limiting the generality of the foregoing, all parties agree that all questions, including but not limited to whether or not an issue constitutes a dispute subject to arbitration under this section, will be solely and exclusively resolved by confidential binding arbitration in accordance with this section. All disputes will be resolved in accordance with the substantive law of the State of Arizona (including but not limited to all statutes of limitation applicable to any claim asserted in the arbitration), without regard to conflict-of-law principles. Any award will be final, binding and conclusive upon the parties, and a judgment rendered thereon may be entered in any court having jurisdiction thereof.

Arbitration has the potential to provide a more timely, more economic and more confidential resolution of any dispute between us. There will likely be less discovery and a determination by an agreed upon arbitrator or arbitrators rather than a judge or jury. We mutually acknowledge that, by this agreement to arbitrate, each of us irrevocably waives our rights to court trial, jury trial, and the right to appeal. You have the right to consult separate legal counsel at any time as to any matter, including whether to enter into this Agreement and consent to the foregoing agreement to arbitrate.

### <u>Miscellaneous</u>

- a. This Agreement is governed by the laws of the State of Arizona.
- b. This Agreement contains the entire Agreement between the parties with respect to the Engagement described above, and supersedes any prior oral representations, statements, misstatements, guarantees or promises of any kind. This Agreement may be modified only by a subsequent written agreement of the parties.
- c. If any provision 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 be severable and remain in effect.
- d. Except as otherwise stated herein, this Agreement shall apply to any additional or subsequent matters the Firm agrees to undertake on Your behalf unless we agree in writing to a different arrangement.
- e. Manifest Law and Co-Counsel maintain errors-and-omissions insurance applicable to the services to be provided to Client.
- f. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.
- g. You further acknowledge that this Agreement, and its legal effect, has been fully explained to you, and that you understand the terms, conditions and legal effect of this Agreement. You also acknowledge that the Firm has recommended that you consult with an attorney outside of the Firm regarding this Agreement and its legal effect, and that you have had ample opportunity to consult with an attorney outside of the Firm regarding this Agreement.

If this letter accurately reflects your understanding of our relationship, please acknowledge your approval and acceptance of these terms by signing and returning to us a copy of this retainer letter.

Very truly yours,

MANIFEST LEGAL SERVICES LLC

By:\_\_\_\_\_\_Reid Potter, Esq.

REVIEWED AND AGREED:

By:\_\_\_\_\_Nigel Dsouza

Nigel Dsouza

# **CERTIFICATE** of **SIGNATURE**

REF. NUMBER

FHXOZ-TXGUZ-GBOJW-YEZST

DOCUMENT COMPLETED BY ALL PARTIES ON

13 AUG 2025 02:18:13 UTC

**SIGNER** 

**TIMESTAMP** 

SIGNATURE

**NIGEL DSOUZA** 

**EMAIL** 

NIGEL10122@GMAIL.COM

SENT

13 AUG 2025 01:52:10 UTC

IEWED

13 AUG 2025 01:52:36 UTC

SIGNED

13 AUG 2025 02:16:22 UTC

Nigel Dsouza

IP ADDRESS

47.186.151.51

LOCATION

IRVING, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

13 AUG 2025 01:52:36 UTC

**REID POTTER** 

**EMAIL** 

R.POTTER@MANIFESTLAW.COM

SENT

13 AUG 2025 01:52:10 UTC

VIEWED

13 AUG 2025 02:17:59 UTC

IGNED

13 AUG 2025 02:18:13 UTC

Reid Potter

IP ADDRESS

174.201.250.64

LOCATION

PHOENIX, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

13 AUG 2025 02:17:59 UTC

