agreement for legal sErvICes

***WE WILL HONOR THE RATES QUOTED IN THIS AGREEMENT UNTIL April 30th, 2022***

This Agreement is made between «Name»(hereinafter “Client”) and **MONTY & RAMIREZ LLP** (hereinafter “Firm”) for the purpose of setting forth the terms and conditions under which we will represent you, the Client, in relation to the Description of Legal Work listed herein. By executing this agreement, you retain our firm to provide legal services in relation to the Description of Legal Work listed herein. This Agreement is written to set forth the terms of that retention.

1. ***Client’s Duties:***

We will provide those legal services reasonably required to represent you, and we will take reasonable steps to keep you informed of the progress of your case.

In order to be able to give you the best possible representation we expect our clients to be forthright, cooperate and keep us informed of relevant developments, including any potential conflicts, which arise which were not brought to our attention at the time we enter into this agreement. It is also important for you to recognize that we must abide by the Code of Professional Responsibility and all ethical obligations applicable to attorneys.

1. ***Description of Legal Work:***

**E-2 Petition**

* Conference with Beneficiary to obtain updated education, employment and immigration history.
* Conference with Sponsoring Employer regarding position and information on Company
* Drafting of Employer Support Document from U.S. Employer and aseembly of Evidence for E-2 Process.
* Prepare, submit and monitor E-2 Petition with U.S. Department of Homeland Security.
* Prepare, submit and monitor Family’s Extension of Stay with U.S. Department of Homeland Security.
* Prepare, submit and monitor Daughter’s Extension of Stay with U.S. Department of Homeland Security.
* Provide Counsel regarding immigration consequence regarding criminal charge.
* Keep Client apprised of case progress and respond to any government inquiries.

1. ***Legal Fees:***

Legal Fees for legal work as described above for the following– $6,500.00

Legal fees for legal work as described above for Spouse $1,250.00

Legal fees for legal work as described above for Daughter $1,000.00

Administrative Cost – $ 750.00

**Payments are due as follows**

Initial payment of $4,375.00 + 750.00 – when signing Client Agreement

2nd Payment of $4,375.00 – Due prior to filing with USCIS

1. ***Case Processing***

We are able to submit the Petition to the USCIS within FOUR (4) WEEKS from the date of receiving all needed information and required documentation from client(s). Submission of Petitions and/or Government Forms will take place after client(s) review and approve final draft of said documents. Unless otherwise agreed by the Firm, all legal fees and legal expenses must be paid prior to the filing of the case with the government. In most instances we are able to offer ***Rush Case Processing Services*** through our office for an additional charge of $1,000.00. Provided we have all the necessary information and documentation to file the case, we will be able to guarantee the filing of your petition within 5 business days. All legal fees and must be paid prior to the filing of the case. Should you desire Rush Processing Service please notify us.

1. ***Additional Legal Fees Will be Required for the Following:***

**It is important for you to understand which legal work is not included in the above-mentioned quote.**

* Case Opening fee $1,000.00 – Non-Refundable, applied if you decide to cancel case after opening
* Any type of Contracts between employee and employer.
* Driver’s License Issues
* Response to any adverse findings or decisions, including a denial or a request for evidence;
* Assistance with resolution of any Port-of-Entry issues which may arise upon actual or attempted entry or reentry into the United States.
* In the event the Consular Officer refuses to issue the visa, the time and services required to determine the nature of the problem and respective solution.
* Repeated requests for client(s) to produce and/or review of all documents for accuracy. Each additional request for documents or information will be charged to client at a flat rate of $150.00 per request.
* Appeal in the event of denial.
* Preparation or submission of Waiver for the above-mentioned individual.
* Request for Evidence
* Legal work in handling complications arising from security holds, complications arising from criminal histories of applicants or government error.
* Completing AR-11, Alien’s Change of Address for Employee-Client. All Employee-Client changes of address should be reported to the government within 10 (ten) days. Failure to carry out this mandatory administrative process can result in removal/deportation. Should the Client ask the firm to carry out this administrative process on behalf of the Client and/or family members there will be an additional fee of $250.00 per person. We are happy to provide orientation to the Client at no charge.

1. ***Keeping Client’s Apprised of Developments on Case:***

We will take reasonable steps to keep you informed of the developments of your case.  The attorney working on your case will communicate to you any developments on your case.  Should you have any questions regarding your case, we request that you communicate either by email or telephone to the attorney working on your case.  The attorney will communicate directly or through the paralegal working on the case.

1. ***Government Filing Fees:***

You will be responsible for payment of ALL government filing fees.  The client agrees to provide company’s check upon assigning the case to our office.  We will not be able to file the case until we have been provided with the filing fees.

**Government Fee**

Non-Immigrant Petition $460.00

Premium Processing Fee $2,500.00

Family’s Extension of Stay $370.00

Daughter’s Extension of Stay $370.00

Biometrics $85.00\*2

1. ***Expenses Paid by Clients:***

At this time, our office is charging clients for photocopies, faxes, first class mail and FedEx Fees under the Administrative Cost.  However, the following expenses will be the clients’ responsibility and should be paid upon receipt of invoice.

* Fees Paid to other Professionals
* Expert Witness Fees
* Academic Evaluations
* Outside Source --Translation Fees
* Traveling and lodging expenses for firm representative to accompany clients at interview.
* Consular Appointment Fee
* Any other out of pocket expenses
* Government Filing Fees

# Statements

The Firm will send Client statements, customarily monthly, for fees and costs incurred. Such statements will identify the identity of the service provider; times spent; and provide a brief description of services rendered. Statements will also include identification of the reimbursable expenses charged. Client shall promptly pay statements no later than fifteen (15) days from receipt. Questions regarding statements should be directed to the Billing Department at [accounting@montyramirezlaw.com](mailto:accounting@montyramirezlaw.com).

1. ***Disclaimer of Guarantee:***

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding the Client matter or the potential outcome is, of course, limited to our knowledge of the facts based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control. Either at the commencement or during the course of the representations, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. By signing the Agreement or otherwise indicating Client’s acceptance of the Agreement, Client acknowledges that the Firm has made no promises or guarantees to Client about the outcome of the representation, and nothing in this Agreement shall be construed as such a promise or guarantee.

1. ***Our Hourly Rate:***

We prefer to work with Clients on a set fee basis.  We think it is important for Clients to know what legal work will cost them whenever possible.  We find that most Immigration legal work lends itself very well to this type of set fee arrangement.

We do not anticipate that we will have to perform any other duties for you other than the duties we have mentioned above.  However, should you require any other legal work from that is not included in this agreement and should we not come to an agreement regarding a set fee on a different legal matter, it is important for you to know what our hourly rate is:

|  |  |  |
| --- | --- | --- |
| **NAME** | **TITLE** | **HOURLY RATE** |
| **Sarah Monty-Arnoni** | Partner of Firm and co-chair of Immigration Section | $450.00 |
| **Carolina Ortuzar-Diaz** | Partner | $450.00 |
|  | Senior Associate | $350.00 |
|  | Associate | $250.00 |
|  | Law Clerk | $225.00 |
|  | Legal Assistant | $175.00 |

If we have to complete work on your behalf on an hourly basis, we will minimize your legal expense by relying upon either a Junior Attorney or our legal assistant to complete less demanding tasks.

1. ***Notification of Change of Address:***

It is very important for you to notify our office should you change addresses at any time during the time you will be working with us.  The government has very strict rules about reporting changes of address. Should you change your address without letting us know, your case pending with the government can be delayed or even denied.  Upon signing this agreement, you agree to let us know when you change addresses.  We reserve the right to withdraw from representing any clients who has not advised of their address change.

**Client Preferred Contact Form**

E-Mail – Please provide us with your e- mail address. This address will allow us to provide you with better services as we continue to develop our web technology.

E-mail Address: \_\_\_«Email\_Address»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ initial here if the address above is correct

Mailing address- In order to provide you with case related documents and information we must have a complete correct mailing address.

Please verify that the address that appears bellow is your preferred mailing location by initialing on the line provided.

\_\_\_\_\_\_\_\_\_«Address\_Line\_1»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ initial here if the address above is correct

Telephone Number: -- In order to provide you with the highest level of customer service, we need at least one telephone number where we can contact you.

Preferred Number: \_\_\_\_\_\_\_\_«Cell»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ initial here if the phone number above is correct

By signing below I consent to be contacted by regular mail, by e-mail or by telephone (including a cell phone number) regarding my case. This consent includes any updated or additional information regarding my case.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. ***Termination of Representation:***

You have the right to terminate our representation of you at any time at your sole discretion.  If such termination occurs before the conclusion of the case or for any other reason, you shall be responsible for the time spent on your case as computed by our hourly rate. Should you decide to terminate our representation, you must forward this contract to our office by certified mail or other track able means.

We also reserve the right to withdraw from representing you if you fail to cooperate or to provide, on timely basis, accurate and complete information and documents relating to your case or if you engage in any conduct that would make it inappropriate for us to continue in your representation. Should we terminate our representation of you, we will forward this contract along with notice of such termination and a settlement of account to you by certified mail or special courier.

1. ***Effect of Partial Validity:***

If an Independent Arbitrator, an act of law or common law finds that this agreement contains any term or provision to be invalid or against public policy or if the application of the term or provision is held to be invalid or against public policy, then, the remainder of this agreement shall not be affected and shall remain in full force and effect.

**The State Bar of Texas requires that we provide the following information (Texas Government Code § 81.079):**

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide Client with information about how to file a complaint. For more information, call toll-free 1-800-932-1900.

We look forward to working with you. Kindly indicate your understanding and acceptance of the above terms by signing this agreement below where indicated.

The terms referenced above have been read and are understood. A copy of this contract has been received and all of its terms have been accepted by all parties:

# Modification to Our Agreement

The Agreement reflects our agreement on the terms of all engagements, and is not subject to any oral agreements, modifications, or understandings. Any changes in this Agreement must be made in writing by both the Firm and Client.

1. **Effect of Partial Validity**

If a judge, an act of law or common law finds that this agreement contains any term or provision to be invalid or against public policy or if the application of the term or provision is held to be invalid or against public policy, then, the remainder of this agreement shall not be affected and shall remain in full force and effect.

1. ***Choice of Law:***

This agreement has been made and entered into in the State of Texas.  The laws of Texas will govern the validity and interpretation of this agreement and the performance due under it.

We look forward to working with you.  Kindly indicate your understanding and acceptance of the above-terms by signing this agreement where indicated.

**[SIGNATURE PAGE FOLLOWS]**

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**I have read and understand the document above. We have received a copy, and accept all of its terms:**

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|  |  |
| --- | --- |
| [Client Name] | DATE |

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| --- | --- | --- |
| Name |  |  |
| Title: |  |  |
| Address: |  |  |
|  |  |  |
| Office: |  |  |
| Cell: |  |  |
| E-mail: |  |  |

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

Authorized Representative DATE

Monty & Ramirez LLP

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