

**The University of North Florida
Multiple Representation
Letter to Employee**

As you know, the University of North Florida (the Employer Client hereinafter referred to as "Employer") has asked Fragomen, Del Rey, Bernsen & Loewy, LLP (the "Firm") to represent both the Employer and you (the Employee Client, hereinafter referred to as Employee) in obtaining a temporary work visa (H-1B, TN, E-3 or O-1) and/or permanent residence (the "Matter"). In that regard, there are several significant conditions and limitations on the extent to which the Firm may act on your behalf. The purpose of this letter is to explain how the Firm will and will not represent you, so that you can decide whether you are willing to be represented by the Firm in spite of these conditions and limitations. If you wish to be represented by counsel but do not wish to be represented by the Firm, you will need to make independent arrangements to do so at your own expense and to consult your Employer's applicable rules and guidelines.

Scope of Matter

The Matter is expressly limited to the provision of immigration services. The Matter does not include the drafting, negotiation, interpretation, enforcement or termination of any employment agreement or terms of employment between the Employer and the Employee.

Employees and Their Family Members as Potential Firm Clients

The Firm will represent both the Employer and, subject to the limitations described herein, the Employee. In addition, and if the Employee so requests and the Employer agrees, the Firm may also represent one or more family members of the Employee who are present with or expected to join the Employee in the United States (the Family Clients, hereinafter referred to as Family). Absent express written consent from the Employer, however, the Firm will not accept as clients any Employee or Family unless they agree in writing to be bound by the substantive terms stated in this letter.

Fees and Expenses

The Employer will be solely responsible for the payment of all fees and expenses in connection with the following Matters:

- Nonimmigrant work visas (H-1B, TN, E-3, O-1);
- PERM Labor Certification Applications; and
- Any premium processing fees, except as noted below.

The Employee will be solely responsible for the payment of all fees and expenses in connection with the following Matters:

- If the Employer first ceases to be a client in a Matter and the Employee and any Family thereafter agree in writing to engage and render payment directly to the Firm;
- All I-140, I-485, I-765 and I-131 applications;
- Any dependent applications for spouse and/or children; and
- Any premium processing fees where standard processing will suffice but premium processing is desired by the employee.

(Note to Employer: While alternative payment arrangements may be possible, federal immigration law may limit the extent to which an employer may request payment or reimbursement from employees or family members. We recommend that an employer consult with us before deciding whether or not to implement a system other than that indicated above.)

Conflicts of Interest

In an immigration law context, joint representation is often beneficial since the parties often have common interests and the use of a single law firm can streamline the application process and reduce costs. Nevertheless, it is possible that the goals and interests of an employer and an employee may diverge in the future. For example, and solely by way of illustration, the interests of an employer and an employee may diverge in one or more of the following scenarios:

- How quickly or slowly to pursue a particular immigration benefit, and the strategy selected in a particular matter.

- How, or to what extent, particular information should be identified or disclosed in any immigration-related forms, petitions or applications, or to any government agency.
- Whether, due to changing business, personal or other circumstances, a particular petition or application should be modified or even withdrawn.
- Whether, or on what terms, the Employer and an Employee may wish to change, continue or terminate their relationship.
- Whether, or to what extent, the Employer and an Employee may disagree about the extent to which information provided by one of them should be made available to the other.

If a conflict of interest develops for these or any other reasons, the Firm's ability to continue to represent the Employee, any Family, or even the Employer in the Matter, could be impaired. The Firm has an ongoing or distinct interest in its relationship with the Employer that transcends any individual immigration petition or application that may be filed for a particular Employee or Family. The Employer similarly has an interest in being able to engage the Firm for other immigration matters. The Employer has conditioned its willingness to provide the Firm's services to an Employee and/or any Family on their express agreement, consistent with the applicable rules of attorney conduct. In the event of a conflict of interest the Firm may otherwise act in the best interests of the Employer by taking actions including but not limited to terminating its attorney-client relationship with the Employee and/or Family but continuing to represent the Employer with respect to:

- All immigration matters unrelated to a particular Employee or Family matter.
- Cease representing the Employee and/or Family but continue to represent the Employer with respect to the Employee's immigration matter, as well as with regard to any and all other unrelated immigration matters,

including handling matters for other employee applicants seeking the same position with the Employer.

- Inform the government of the termination of any existing or potential employment relationship between the Employer and the Employee, or of the Employer's decision to withdraw one or more petitions or applications.

Confidential Information

Although there are exceptions, a law firm that only has one client in a given matter generally owes that client a duty of confidentiality. In other words, the law firm generally cannot reveal to others any confidential or attorney-client privileged information that the firm has received. When, as here, a law firm jointly represents two or more clients in a given matter, it is necessary to consider the circumstances in which information obtained from one client must, may, or cannot, be provided to the other client.

Although the general approach to multiple or dual representations is that all information pertinent to the representation is shared among the parties, the Employer has conditioned its willingness to pay for the Firm's services to the Employee and/or Family on the their express agreement that, to the extent permitted by the applicable rules of attorney conduct, the Firm will not share with the Employee and/or Family information concerning, or obtained from, the Employer that falls within one or more of the following categories:

- Privileged, confidential or proprietary information regarding the Employer Client, including but not limited to information about the Employer Client's general recruiting or hiring efforts, or terms of employment between the Employer Client and other actual or potential employees.
- Privileged, confidential or proprietary information of or about the Employer Client's business plans in general or the Employer Client's future plans or intentions regarding the Employee Client and/or any Family Clients in particular.

- Any and all other information not reasonably related to the work that the Firm is performing in a Matter.

In contrast to these limitations on disclosure of information by or about itself, the Employer has also conditioned its willingness to provide the Firm's services to an Employee and/or Family on their express agreement that to the extent permitted by the applicable rules of attorney conduct, the Firm can or will share with the Employer any information received from or about an Employee or Family. For example, and by way of illustration only, the following information from or about the Employee and/or Family will be shared with the Employer:

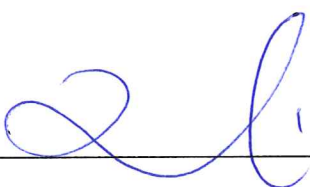
- Information about criminal conduct, criminal convictions, financial problems, legal problems, substance abuse problems and other personal issues involving an Employee and/or Family that would affect the grant of an immigration benefit on that individual's behalf or the Employer's interest in pursuing an immigration benefit on behalf of that individual.
- Information about an Employee's job dissatisfaction or about any interest or intention of an Employee to change employers or jobs.
- Any and all other information necessary or reasonably related to its work for the Employer.

Conclusion

The potential benefits to an Employee and/or Family of joint representation may include potential cost savings, consistency, and a more streamlined, efficient, process. The potential negative consequences may include the risk that a conflict, or a dispute about the confidentiality of information, may arise, and that in such case the Firm's ability to continue representing the Employee and/or a Family Member will come to an end. Whether the potential benefits outweigh the potential burdens is something that each Employee and/or Family must determine for himself or herself in light of her own expectations, experience and needs. The Firm therefore recommends that each Employee and Family consider these issues with great care and encourages them to

ask any questions they may have about this letter or about other potentially available options.

If the Employee Client consents to representation by the Firm, subject to the conditions and limitations noted in this letter, please sign the enclosed extra copy of this letter and return it to my attention for our records.

Signed By: 

Print Name: Xudong Liu

Date: 12/14/2017