



## **Attorney-Client Retainer Agreement**

This attorney-client retainer agreement (hereafter referred as “Agreement”) is entered into by and between \_\_\_\_\_ (your name as it appears on passport) (hereafter referred as “Client”) and NORTH AMERICA IMMIGRATION LAW GROUP (aka Chen Immigration Law Associates, P.C.) (hereafter referred as “Attorney”).

- 1. SCOPE AND DUTIES:** This representation includes advice and assistance to Client regarding I-140 petition, unlimited inquiries regarding the petition throughout the preparation process and during USCIS adjudication, drafting up to six recommendation letters for case filing, drafting testimonial letters, drafting the petition letter, preparing the petition package, answering USCIS Request for Evidence (RFE), NOID (Notice of Intent to Deny) or NOIR (Notice of Intent to Revoke) and appealing the denial decision if applicable.

*\*Note—RFEs, NOIDs, NOIRs or appeals may require extra recommendation or testimonial letters and legal briefs, which will be drafted and prepared by Attorney at no additional cost to Client.*

- 2. APPROVAL OR REFUND® POLICY:** If Client's I-140 case is denied, Attorney will refund 100% of the attorney fee submitted. After Client requests refund of the attorney fee submitted, Attorney shall refund the attorney fee in 7 business days. If Client does not wish to proceed with refund but wishes to refile the case, Attorney shall do so without extra attorney fee. If the case is denied after re-filing, Attorney will refund 100% of the attorney fee submitted.

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**North America Immigration Law Group** | <http://www.wegreened.com>

Tel: 888.666.0969 | Fax: 214.580.5532 | Ann Arbor, Houston, New York

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3. **REIMBURSING USCIS FILING FEE OR USCIS APPEAL FEE:** In the event of case denial and Client requests Attorney to appeal the denial decision or refile a new I-140 petition, Attorney shall do so without extra charge. In addition, Attorney will reimburse either the USCIS filing fee of \$700 or the USCIS appeal fee of \$ 675 for once.
4. **REFUND:** Client understands that only when a petition is officially denied by the USCIS may a refund be issued by Attorney. Client understands that filing fee paid to the USCIS is not refundable.
5. **NO GUARANTEE OF PETITION APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of the petitions. Attorney will refund 100% of the attorney fee as indicated in Provision 2 if the case is denied. However, a case approval is subject to a USCIS Officer discretion and being entitled to “Approval or Refund® ” service is not a guarantee of case approval.
6. **TIMELINE:** Attorney will produce the first drafts of all the recommendation letters for Client to review within **10 business days** after Client provides all necessary information. Necessary information will include Client's up-to-date CV, as well as information about Client's recommenders and a summary of contributions, according to the instructions provided in the Client Packet. Necessary information may also include Client's publications, a link to Client's Google Scholar profile, etc. Attorney will produce the first draft of the petition letter within **10 business days** after Client provides Attorney with all of the signed recommendation letters to be submitted to the USCIS with the petition. Attorney will provide Client with revised drafts of the recommendation letters and the petition letter within 1-3 business days after Client provides Attorney with Client's proposed changes to the same. Attorney will mail the case within **4 business days** after receiving all of the supporting materials and outstanding fees for the petition. Attorney shall respond to Client's inquiries promptly. Any unreasonable delay on the part of Attorney constitutes breach of contract and Client has the right to request a refund.

*\*Note – Timeline for relevant 10 and 4 business days for case preparation begins the business*

*day following receiving the necessary documentation from Client.*

**By signing this retainer agreement, Client acknowledges this timeline and agrees to it.**

- 7. ATTORNEY FEE:** Client agrees to pay flat FIVE THOUSAND Dollars (\$5,000.00) for legal services. \$2,500 is due upon the execution of the agreement and the remaining \$2,500 is due upon case filing or 60 days after Attorney provides the first draft of the petition letter, whichever occurs earlier.
- 8. CONFIDENTIALITY:** Agreement creates attorney-client confidentiality between Client and Attorney. Information relating to the representation shall be held in confidence by Attorney except to the extent that such disclosure is reasonably necessary to the performance of the service or in the case of dispute between Attorney and Client.
- 9. OWNERSHIP OF WORK PRODUCT:** Client understands that all information relating to this representation, including but not limited to samples, discussion of the case, evaluation results, advice, suggestion and tips to proceed and win the procedure, drafted recommendation letters, and drafted petition letter is attorney work product and the sole property of Attorney at ALL TIMES even after the termination of the representation. Disclosure of the mentioned information without Attorney's consent constitutes breach of the Retainer Agreement and may lead to termination of the representation or/and legal action to recover damages.
- 10. REQUEST FOR EVIDENCE (RFE), NOTICE OF INTENT TO DENY (NOID) OR NOTICE OF INTENT TO REVOKE (NOIR):** If the USCIS makes a request for additional evidence, issues a notice of intent to deny or notice of intent to revoke, Attorney shall respond to the RFE, NOID or NOIR in a timely manner **WITHOUT** charging an additional attorney's fee. Client shall fully cooperate with Attorney and provide documents related to the RFE/NOID/NOIR in a timely manner.
- 11. EARLY TERMINATION:** If Client terminates the attorney-client relationship prior to completion of the scope of representation, then Client agrees to pay a reasonable portion of the

total attorney fee based on services provided prior to termination.

- 12. MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.
- 13. PRIOR AGREEMENTS:** This Agreement incorporates all prior agreements and understandings between Client and Attorney.
- 14. EFFECTIVE DATE:** This Agreement shall become effective upon Attorney's receipt of the first installment attorney fee as listed in "LEGAL FEE" Provision above.
- 15. DISPUTE RESOLUTION:** Client and Attorney agree that in the case of dispute, the complaining party should inform the other party with written notification, detailing the description and reasons of complaints. The other party shall respond to such complaint in 30 days. If no resolution is reached, Client and Attorney agree to submit the matter to informal mediation. If after mediation, a resolution has not resulted, Client and Attorney agree to submit the matter to binding arbitration, by and under the rules of the American Arbitration Association.
- 16. FILING FEES:** Client agrees to pay the filing fee for I-140 petition (currently \$700 for one I-140 petition). If Client wishes to request Premium Processing for an I-140 petition (only applicable to EB1A or EB1B), Client agrees to pay the Premium Processing fee (currently \$1,225 for one premium processing request). These fees are subject to change by USCIS.
- 17. MISCELLANEOUS:** Please note that the I-140 process is a crucial part of the immigrant visa process, but it is not the only step. As the second step, Client will need to adjust your immigration status within the US (Form I-485) or undergo immigrant visa processing abroad. Approval of the I-140 does not guarantee Client's I-485 or immigrant visa application will be approved. Attorney is not able to evaluate Client's eligibility for the I-485 or immigrant visa processing until Attorney is retained for that application. Being retained for the I-140 does not obligate Attorney to be retained for the I-485 or immigrant visa processing. If Client will adjust status within the US and chooses to not retain Attorney for the

I-485 application, Attorney will provide a free Do-It-Yourself I-485 packet. If Client will undergo immigrant visa processing abroad and chooses not to retain Attorney for the immigrant visa application, Client understands that Attorney will not provide a Do-It-Yourself packet for the immigrant visa application.

Client acknowledges that client has fully read and understood Agreement. By signing Agreement, Client agrees to the terms and conditions contained in it.

**Execution**

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contracted Attorney:** \_\_\_\_\_ **Date:** \_\_\_\_\_

NORTH AMERICA IMMIGRATION LAW GROUP

Which type of petition(s) are you retaining us to file for you at this time? Please check all that apply:

- I-140 filed under the category of EB-1A (Alien of Extraordinary Ability)
- I-140 filed under the category of EB-1B/OR (Outstanding Researchers and Professors) My US employer\_\_\_\_\_ (*please enter the name of the petitioning employer*) has agreed to serve as the petitioner for my I-140 filed under **EB-1B/OR**.
- I-140 filed under the category of EB-2 NIW (National Interest Waiver)

\*\*What is the email address you have used to contact our firm?\_\_\_\_\_

\*\*How did you hear about our firm?\_\_\_\_\_

\*\*Please fill out your client record in the system under your client account, which we will create for you after this retainer agreement is signed and returned.

**Retainer Agreement:**

Please fax (214-580-5532) or scan and email (support@wegreened.com) this retainer agreement back to us.

**Mail-in Payment – Preferred Method**

Please make your personal check payable *North America Immigration Law Group* and mail to our Ann Arbor office: 2723 South State St., Ste. 150, Ann Arbor, MI, 48104

**Bank Transfer Account Name:**

North America Immigration Law Group

Associates Bank Name: Bank of America

ACCT#: 488066403852

Routing# (for domestic wires): 026009593

SWIFT CODE (for international wires): BOFAUS3N

**\*Please note, our Bank of America New York wire transfer center address may automatically pop up when the Account Number and Routing Number are entered.**

**You may leave this address for a wire transfer.**

\*After the wire is complete, please upload a receipt to the 'Additional Documents' section of your account for verification purposes.

**Bill Pay**

Account Name: North America Immigration Law Group

ACCT#: 488066403852

Account Address: 2723 South State Street STE 150, Ann Arbor, MI, 48104