



## 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:** Pursuant to this Agreement, Client has retained Attorney to provide legal services in connection with the filing of an original I-129 Petition for Nonimmigrant Worker for an O-1A nonimmigrant visa. This representation includes advice and assistance to Client regarding I-129 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, and answering USCIS Request for Evidence (RFE) or NOID (Notice of Intent to Deny) if applicable.** Note: RFEs/NOIDs may require drafting extra recommendation or testimonial letters, which will be prepared at no additional cost to Client. This Agreement does not obligate Attorney to provide services or representation in connection with any \*appeal to any administrative board or any judicial courts.

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\*If an I-140 case is denied, Client has the option to appeal to administrative board, file a motion to reopen or to reconsider, or re-file the case. Attorney will review the denial notice and suggest Client the best course of action.

- 2. APPROVAL OR REFUND® POLICY:** If Client's I-129 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.
- 3. 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.
- 4. 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.
- 5. 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 file

the case within **4 business days** after receiving all of the supporting materials 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.

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

- 6. LEGAL 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.
- 7. 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.
- 8. 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.
- 9. REQUEST FOR EVIDENCE (RFE) or Notice of Intent to Deny (NOID):** If the USCIS makes a request for additional evidence or issues a notice of intent to deny, Attorney shall respond to the RFE or NOID 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

in a timely manner.

- 10. WITHDRAWAL:** If Client withdraws the immigrant petition from the USCIS or withdraws attorney's representation any time after Attorney has submitted the same to the USCIS, Attorney's representation is complete and no refund of attorney fee is available.
- 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 Provision 6 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 one I-129 petition: \$460.00. If Client wishes to file under Premium Processing for the I-129 petition, Client agrees to pay the Premium Processing fee: \$1,225. These fees are subject to change by USCIS.

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