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 (also known as Chen Immigration Law Associates, P.A.) (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 immigration applications under the I-485 application. This representation includes advice and assistance to Client and/or Client’s dependents regarding I-485 application, including I-131 and I-765 applications, if applicable. This Agreement does not obligate Attorney to provide services in connection with any appeal to any administrative board or any judicial court, nor does this agreement obligate Attorney to attend any interview related to the Adjustment of Status.
2. **TIMELINE:** Attorney will produce the first draft of the cover letter within 10 business days after Attorney receives hard copies of all the supporting materials from Client. Any unreasonable delay on the part of Attorney constitutes breach of contract and Client has the right to request a refund.

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3. **LEGAL FEE:** In exchange for legal services, the Client agrees to pay flat ONE THOUSAND AND EIGHT HUNDRED Dollars and an additional SEVEN HUNDRED Dollars for each of the _____ dependent(s) filing the I-485 with or after them for a total legal fee of $ _____ .

4. **CLIENT PROVIDING GENUINE INFORMATION:** Client agrees to fully cooperate with Attorney in matters related to the I-485 filing. Cooperation shall include but not limited to: providing Attorney with complete and accurate information and documentation pertaining to the I-485 filing. In the event that Client fails to provide accurate and complete information and documentation, such failure shall be a good cause for Attorney to withdraw from representation.

5. **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.

6. **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, drafted petition letter, and drafted cover letter(s) are 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.

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7. **REQUEST FOR EVIDENCE (RFE)**: If the USCIS makes a request for additional evidence, Attorney shall respond to the RFE in a timely manner **WITHOUT** charging an additional attorney's fee. Client shall fully cooperate with Attorney and provide documents related to the RFE in a timely manner.

8. **WITHDRAWAL**: If Client withdraws the immigrant petition or application 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.

9. **MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.

10. **PRIOR AGREEMENTS:** This Agreement incorporates all prior agreements and understandings between Client and Attorney.

11. **MISCELLANEOUS:** Attorney will treat Client cordially and respectfully during the course of the attorney-client relationship, and Client is expected to act cordially and respectful towards Attorney as well. If there is a breakdown in attorney-client communications, Attorney has the right to inform the client of such a breakdown, and depending on the severity of the breakdown, Attorney has the right to withdraw from representation.

12. **CONFLICT OF INTEREST:** Each individual (primary or dependent applicant) in this agreement is our Client as it pertains to the I-485, I-765, and I-131 application(s) regardless of which individual remits payment for the attorney fees. In certain circumstances, a Conflict of Interest may arise (e.g. separation/divorce, interference of access to attorney or documents by primary/dependent). If a Conflict of Interest arises, Attorney may have a duty to withdraw representation from all Clients in this matter. If Attorney must withdraw due to Conflict of Interest, attorney fees will not be refunded and

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each Client will be given a copy of their own application(s) and supporting documents filed with USCIS.

13. **WAIVER:** All applicants subject to this agreement will have a single CMS account that must be made accessible by the primary applicant to all dependent applicants. By entering into this agreement, the primary applicant and any dependent applicant(s) acknowledge that certain information about their own applications may be disclosed to the other applicants listed in this agreement.

14. **FILING FEES:** Client agrees to pay all filing fees for the I-485 applications of the Client and all dependents. The filing fee is $1,070 per person except for minors under the age of 14 (if filed before December 23, 2016; fee will increase to $1,225 if filed after December 23, 2016). For applicants under 14 years of age, the total fee is $985 only if they file their I-485 after both parents do (if filed before December 23, 2016; fee will increase to $1,140 if filed after December 23, 2016). If the child files their I-485 at the same time as at least one parent, their filing fee is $635 (if filed before December 23, 2016; fee will increase to $750 if filed after December 23, 2016). This fee is subject to change by USCIS.

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Client acknowledges that client has fully read and understood Agreement. Client acknowledges and understands that all clients listed on this retainer agreement will have access to the CMS account which may contain information related to primary applicant's I-140 and/or I-129 petition(s).

By signing Agreement, Client agrees to the terms and conditions contained in it.

Execution

Client (primary applicant):_____Date:_____

Client (spouse):_____Date:_____

Client (all children):_____Date:_____
(If child is under 14, a parent can sign on his/her behalf)

Contracted Attorney:_____Date:_____

NORTH AMERICA IMMIGRATION LAW GROUP

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