



## Attorney-Client Retainer Agreement

This attorney-client retainer agreement (hereafter referred to as "Agreement") is entered into by and between \_\_\_\_\_ (hereafter referred to as "Client") and NORTH AMERICA IMMIGRATION LAW GROUP (aka Chen Immigration Law Associates, P.C.) (hereafter referred to as "Attorney").

- 1. SCOPE AND DUTIES:** Pursuant to this Agreement, Client has retained Attorney to provide legal services in connection with the subsequent Immigrant Visa Processing (aka Consular Processing) after Client's I-140 approval. This representation includes advice and assistance to Client and/or Client's dependents regarding the subsequent immigrant visa processing (aka Consular Processing). Client understands that Attorney will **not** accompany Client to the immigrant visa interview.

*End of representation* - if the immigrant visa application(s) is/are approved by the consular officer, Attorney will continue to advise and assist Client until receipt of green cards from USCIS if Client and any dependents enter the US with the immigrant visa(s) before the expiration date listed on the immigrant visa(s) and Client pays the USCIS Immigrant Fee(s). If Client and/or dependents do not enter the US before the expiration date listed on the immigrant visa(s), representation terminates upon the expiration of the immigrant visa and

does not include reapplying for immigrant visa(s), if eligible. If after the completion of any administrative processing, the immigrant visa application(s) is/are refused by the consular officer for any reason except Attorney error, representation terminates upon the date of refusal. Client understands this retainer agreement does not include applying for a waiver of ineligibility and that Client may have to seek other representation to apply for a waiver of ineligibility. If Client and/or any dependents are eligible to reapply for immigrant visa(s), a new retainer agreement with Attorney must be executed and additional attorney fees must be paid to continue representation.

If Client seeks to retain Attorney to reapply for the immigrant visa(s) after expiration of the immigrant visa(s) or refusal of the immigrant visa application, Attorney will offer a discount of 70% Attorney's current attorney fee at the time Client seeks to retain Attorney to reapply. Attorney has the right to evaluate Client's case for reapplying and refuse to execute a new retainer agreement if Attorney believes Client is not eligible to reapply.

If the immigrant visa(s) expire and Client seeks to retain Attorney to reapply for the immigrant visa(s), Client must contact Attorney within 30 days of the expiration of the original immigrant visa(s) and provide a detailed explanation as to why Client did not enter the US before the expiration date listed on the immigrant visa(s).

If the immigrant visa application(s) is/are refused for any reason other than Attorney error, Client may contact Attorney to retain Attorney to reapply for the immigrant visa(s) after client is eligible to reapply for immigrant visa(s). For example, if the immigrant visa application(s)

is/are refused due to the suspension of entry restrictions under Presidential Proclamation 9645, Client may contact Attorney to reapply for the immigrant visa(s) if the suspension of entry restrictions are lifted/overturned or Client becomes eligible for an exception of the suspension of entry restrictions. If the immigrant visa application(s) is/are refused due to another ground for ineligibility (e.g., health-related grounds, criminal grounds, security concerns, etc.), Client may contact Attorney to reapply for the immigrant visa(s) after Client secures a waiver of ineligibility under the Immigration and Nationality Act.

- 2 ATTORNEY 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 Immigrant Visa Processing or after them for a total attorney fee of \$ \_\_\_\_\_. The fee is due upon signing this retainer agreement.
- 3 CLIENT PROVIDING GENUINE INFORMATION:** Client agrees to fully cooperate with Attorney in matters related to Immigrant Visa Processing. Cooperation shall include but not limited to: providing Attorney with complete and accurate information and documentation pertaining to Immigrant Visa Processing. 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.
- 4 NO GUARANTEE OF IMMIGRANT VISA PROCESSING APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of Immigrant Visa Processing. However, the issuance of immigrant visa is subject to Consulate Officer's discretion and therefore Attorney does not guarantee Client's Immigrant Visa Processing will be approved.
- 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 and suggestions and tips to proceed 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 Agreement and may lead to termination of the representation or/and legal action to recover damages.
- 7. MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.
- 8. PRIOR AGREEMENTS:** This Agreement incorporates all prior agreements and understandings between Client and Attorney.
- 9. EFFECTIVE DATE:** This Agreement shall become effective upon Attorney's receipt of the first installment attorney fee as listed in Section 2 above.
- 10. 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.

**11. 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.

**12 IMMIGRANT VISA PROCESSING FEES:** Client agrees to pay the immigrant visa processing fee (\$345.00 per person) and USCIS Immigrant Fee (\$220.00 per person). The fees are subject to change.

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:** \_\_\_\_\_

**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