



Attorney-Client Retainer Agreement

This attorney-client retainer agreement (hereafter referred to as "Agreement") is entered into by and between _____ (your name as it appears on passport) (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 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.

- 2. NO GUARANTEE OF PETITION APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of the petitions. But Attorney does not guarantee the approval of the I-129 petition.
- 3. 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.

- 4. 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 \$2,500 is due only if

the I-129 is APPROVED. If the case is denied, the remaining attorney fee will be waived, but the first installment of the attorney fee will NOT be refunded.

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, 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.
7. **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.
8. **EARLY TERMINATION:**
 - a. If Client terminates the attorney-client relationship prior to completion of the scope of representation, before Attorney provides the first draft of the petition letter, then Client agrees to pay a reasonable portion of the total attorney fee based on services provided

prior to termination.

- b. If Client terminates the attorney-client relationship prior to completion of the scope of representation, after Attorney provides the first draft of the petition letter, then Client agrees to pay the remaining attorney fee of \$1,500.

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. EFFECTIVE DATE: This Agreement shall become effective upon Attorney's receipt of the first installment attorney fee as listed in Provision 6 above.

12. 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.

13. FILING FEES: Client agrees to pay the filing fee for I-129 petitions (currently \$460 for one I-129 petition). If Client wishes to file under Premium Processing for the I-129 petition, Client agrees to pay the Premium Processing fee (currently \$1,225 for one premium processing filing). 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

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

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

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

This Contract is Copyright Protected. All Rights Reserved. © 2018. "Approval or Refund®" is a REGISTERED U.S. Federal Trademark of North America Immigration Law Group.