



### **Attorney-Client Retainer Agreement**

This attorney-client retainer agreement (hereafter referred as "Agreement") is entered into by and between \_\_\_\_\_ (hereafter referred as "Client") and 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 an original I-129 Petition for Nonimmigrant Worker. This representation includes advice and assistance to Client regarding the I-129 petition, **drafting six recommendation letters, 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.**

**2. NO GUARANTEE OF PETITION APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of the petition. 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 **5-10 business days** after Client provides necessary

information. (Information about the recommenders, a research summary and publications etc.) Attorney will produce the first draft of the petition letter within **5-10 business days** after Client collects all the recommendation letters and file the case within **3 DAYS** after receiving the supporting materials. Any unreasonable delay on the part of Attorney constitutes breach of contract and Client has the right to request a refund.

**4. LEGAL FEE:** Client agrees to pay flat FOUR THOUSAND FIVE HUNDRED Dollars (\$4,500.00) for legal services. \$ 2,250 is due upon the execution of the agreement and the remaining \$2,250 is due upon I-129 CASE APPROVAL. If the case gets denied, the remaining attorney fee is waived but the first installment of the fee is NOT refunded.

**5. CLIENT'S COOPERATION:** Client agrees to fully cooperate with Attorney in matters related to the I-129 filing. Cooperation shall include but not limited to: providing Attorney with complete and accurate information and documentation pertaining to the I-129 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. Such withdrawal of Attorney does not count as denial of the petition and therefore refund of attorney fee is not available.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

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

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

12. **EFFECTIVE DATE:** This Agreement shall become effective upon Attorney's receipt of the full attorney fee as listed in clause 4 above.

13. **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.

14. **FILING FEES:** Client agrees to pay the filing fee for one I-129 petition: \$325.00. This fee is 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:** \_\_\_\_\_

CHEN IMMIGRATION LAW ASSOCIATES, P.A.

**CLIENT RECORD**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Middle Name \_\_\_\_\_(if any)

Male \_\_\_\_ Female \_\_\_\_ Date of Birth \_\_\_\_\_ Country of Birth

\_\_\_\_\_

Citizenship \_\_\_\_\_

Date of Last Arrival \_\_\_\_\_ Place of Last Entry \_\_\_\_\_

Current Nonimmigrant Status \_\_\_\_\_ Expiration Date \_\_\_\_\_

If you are in H-1B status, how long have you been in H-1B status? \_\_\_\_ Years \_\_\_\_ Months

Have you ever been in J-visa status? \_\_\_\_ Yes \_\_\_\_ No

If yes, do you have a waiver? \_\_\_\_Yes \_\_\_\_No

Have you ever been out of status? \_\_\_\_ Yes \_\_\_\_ No

**Client Address:**

Street \_\_\_\_\_ and \_\_\_\_\_ Number \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

By signing this record sheet, I confirm that the above information is correct as of

\_\_\_\_\_ (mm/dd/yyyy) \_\_\_\_\_ (signature)

**Retainer Agreement:**

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

### **Mail-in Payment**

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

### **Credit Card Payment**

We also accept credit card payment (VISA/Master Card/Discover/American Express) and will email you a payment invoice upon receiving your signed agreement.