

**ZHANG & ASSOCIATES, P.C.**  
U.S. IMMIGRATION ATTORNEYS & COUNSELORS

**ATTORNEY-CLIENT AGREEMENT**

This ATTORNEY-CLIENT RETAINER AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_ (Client) and ZHANG & ASSOCIATES, P.C. (Attorney).

1. SCOPE AND DUTIES: Pursuant to this Agreement, Client retains Attorney to provide legal services in connection with the filing of a Transfer of H-1B Specialty Occupation Worker petition (I-129 H) for \_\_\_\_\_ (Beneficiary) sponsored by \_\_\_\_\_ (Employer) ONLY.

If Client wishes to change employer for H-1B sponsorship after this Agreement becomes effective and before Attorney has submitted the H-1B petition to the USCIS, a new agreement between Attorney and Client is required.

Attorney is not retained for service on behalf of Client for investigation initiated by government agents other than regular auditing, nor for legal services after the H-1B period. An independent agreement is needed for services other than the H-1B petition.

This Agreement does not obligate Attorney to provide services in connection with any appeal to any administrative board or any judicial court or any interview to USCIS' local office or US Consulate abroad.

2. GUARANTEE OF PROFESSIONAL COMPETENCE: Attorney agrees to use due diligence in furthering Client's and/or Beneficiary's best interests under the laws.

Attorney is liable to Client for Attorney's negligence or incompetence. However, Attorney makes no guarantee of the outcome of the case.

3. LEGAL FEES: The legal fees shall be paid as follows: Upon the execution of the Agreement, Client shall pay ONE THOUSAND, FIVE HUNDRED Dollars (\$1,500.00) flat attorney fees to Attorney as initial fee. Once the H-1B petition is approved directly by the USCIS, Client must immediately pay the flat approval fee of non-refundable ONE THOUSAND, FIVE HUNDRED Dollars (\$1,500.00) to Attorney.

If the Beneficiary has a spouse and/or children that need to change their status to H-4 status or extend their H-4 Status, Client must pay non-refundable Three Hundred Dollars per person (\$300.00/person) attorney fees to Attorney upon the execution of this Agreement.

These cover all legal fees and costs Attorney may incur in connection with the original petition for Client, except as is otherwise provided herein.

If the USCIS makes a request for additional evidence (RFE) and Client decides to continue to use Attorney's service for responding to that request, Client must pay non-refundable ONE THOUSAND, FIVE HUNDRED Dollars (\$1,500.00) in advance to cover the attorneys' fees and other costs before Attorney will be required to do any work on the request for additional evidence by the USCIS.

If the H-1B petition is eventually approved by the USCIS after RFE response, Client must immediately pay the remaining balance of ONE THOUSAND, FIVE HUNDRED Dollars (\$1,500.00).

Thus, if the H-1B petition is directly approved by USCIS without RFE, the total attorney's fee is THREE THOUSAND Dollars (\$3,000.00); if the H-1B petition is finally approved by USCIS after RFE response, the total attorney's fee is FOUR THOUSAND, FIVE HUNDRED Dollars (\$4,500.00).

4. COSTS AND EXPENSES: Attorney is authorized to incur reasonable costs and expenses in express mails to expedite the preparation of the H-1B petition, the firm will charge a flat administration cost of non-refundable One Hundred Dollars (\$100.00) for each International FedEx shipping and non-refundable Fifty Dollars (\$50.00) for each Domestic FedEx shipping, for which Client shall be responsible and payable to Attorney upon receipt of invoices from Attorney.

In situations where the payment is made via international wire transfer, the firm will charge a flat administration cost of non-refundable Fifty Dollars (\$50.00) for each international wire transfer, and Client must pay this administration cost to Attorney at the time of the wire transfer.

5. WITHDRAWAL AND TERMINATION:

- a. In situations where the case is terminated before the petition is submitted to the USCIS, the firm will charge a flat administration cost of non-refundable Five Hundred Dollars (\$500), in addition to Two Hundred Dollars (\$200) for each consultation via email or phone, and Two Hundred and Fifty Dollars per hour (\$250/hour) for other services.

- b. If Client or Employer withdraws the H-1B petition from the USCIS or withdraws Attorney's representation at any time after Attorney has submitted the same to the USCIS, Attorney's representation on this matter is complete, and Client must immediately, without demand, pay Attorney the remaining balance due of ONE THOUSAND, FIVE HUNDRED Dollars (\$1,500.00).

6. EXTRA SERVICE FEE AFTER CASE IS FILED TO USCIS:

After case is filed to USCIS, Attorney will answer Client's questions for up to 10 emails and phone calls. Attorney charges Client extra service fee to respond Client's questions beyond 10 emails or phone calls. The extra service fee must be paid in advance before Attorney is required to answer Client's questions. The extra service fee will amount to a minimum charge of One Hundred Dollars (\$100) for each consultation via email or

phone, and a charge of Two Hundred and Fifty Dollars per hour (\$250/hour) for other services.

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 when both Attorney and Client sign it and upon Attorney's receipt of the fees as listed in clause 3 above.
10. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed and construed under the laws of the State of Texas. Client consents to the jurisdiction of the State of Texas as the exclusive jurisdiction, and Harris County, Texas as the exclusive jurisdiction, for any litigation regarding this Agreement.
11. CONSENT PROVISION: Employer understands that any information related to the case that Employer releases to the Attorney may be released to the alien beneficiary by Attorney without any notification.
12. FILING FEES: Client agrees to pay all government filing fees to Zhang & Associates, P.C. at the time of filing, including, but not limited to:

I-129H Filing Fee: \$460.00

H-4 Filing Fee: \$370.00 (per person if applicable)

Fraud Prevention and Detection Fee: \$500.00

U.S. Worker Training Fee (if applicable): \$1,500.00/\$750.00. (\$1500 with more than 25 full-time employees or \$750 with no more than 25 full-time employees)

Premium Processing Fee: \$2,500.00

Foreign Diploma Evaluation Fee: varies. (if applicable)

We usually do not accept filing fee payments via credit card except in extreme situations.

NOTE: All USCIS fees are subject to change without notice.

Client acknowledges that Client has fully read and understood Agreement. By signing Agreement, Client hereby agrees to the terms and conditions set forth herein.

### **Client Contact Information**

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9999 Bellaire Blvd., Suite 920, Houston, TX 77036

Tel: 713-771-8433 Fax: 713-771-8368 <http://www.hooyou.com>

Houston – New York – Chicago – Los Angeles – Silicon Valley – Austin – Seattle

Client Name: \_\_\_\_\_

Client Day Time Phone Number: \_\_\_\_\_

Client Home Phone Number: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

Client Alternative Email Address: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Credit Card Payment**

For credit card payment form for attorney fee [click here](https://www.hooyou.com/services/paymentmethod/credit-card.html).  
<https://www.hooyou.com/services/paymentmethod/credit-card.html>

#### **Mail-in Payment**

Please kindly make your check payable to Zhang & Associates, P.C., and mail it with a copy of the signed agreement to:

Zhang & Associates, P.C.  
9999 Bellaire Blvd, Suite 920,  
Houston, TX 77036