

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

ATTORNEY-CLIENT AGREEMENT

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

1. **SCOPE AND DUTIES:** Client retains Attorney to provide legal services in connection with the filing of an original H-1B Specialty Occupation Worker petition (I-129H) 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 non-refundable One Thousand and Five Hundred Dollars (\$1,500.00) attorney fees to Attorney as initial fee. Once the petition (I-129 H-1B) is approved directly by USCIS, Client must immediately pay the approval fee of One Thousand and 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 USCIS makes a request for additional evidence (RFE) and Client decides to continue to use Attorney's service to respond that request, Client must pay a non-refundable One Thousand and 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 to help respond the request for additional evidence to be issued by USCIS. If the petition (I-129 H-1B) is eventually approved by USCIS after RFE response, Client must immediately pay the remaining balance of One Thousand and Five Hundred Dollars (\$1,500.00), regardless of whether Client chooses to use Attorney's service to respond the RFE.

Thus, if the H-1B petition is directly approved by USCIS without RFE or Client does not use Attorney's service to respond the RFE, the total attorney's fee is Three Thousand Dollars (\$3,000.00); if the H-1B petition is finally approved by USCIS after Attorney helps respond the RFE, the total attorney's fee is Four Thousand and 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, for which Client shall be responsible and payable to Attorney upon receipt of invoices from Attorney.

5. **WITHDRAWAL AND TERMINATION**

- a. Withdrawal and Termination before case submission to USCIS: In situations where the Client or Employer withdraws or terminates the Case before the petition is submitted to USCIS, the Attorney will charge a flat administrative cost of 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. Withdrawal and Termination after Case submission to USCIS: If Client or Employer withdraws the H-1B petition from USCIS or terminates Attorney's representation at any time after the H1B petition has been submitted to USCIS, Attorney's representation on this matter is complete, and Client must immediately, without demand, pay Attorney the remaining balance due of One Thousand and Five Hundred Dollars (\$1,500.00).

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

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

8. **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.
9. **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 venue for any litigation regarding this Agreement.
10. **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.
11. **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: \$1225.00*
- 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

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>

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