

ATTORNEY-CLIENT AGREEMENT

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

1. **SCOPE AND DUTIES:** Client retains Attorney to provide legal services in connection with the filing of PERM Labor Certification petition for _____ (Beneficiary) sponsored by _____ (Employer) ONLY. When the PERM application is approved (certified), the Attorney's representation is terminated. 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 PERM period. An independent agreement is needed for services other than the PERM application. This Agreement does not obligate Attorney to provide services in connection with any appeal to any administrative board or any judicial court.

2. **GUARANTEE OF PROFESSIONAL COMPETENCE:** Attorney agrees to use due diligence in furthering Client's and 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:** Client agrees to pay Four Thousand Dollars (\$4,000.00) for this legal service. The legal fees shall be paid as follows:
 - a. Upon execution of the Agreement, Client pays Two Thousand Dollars (\$2,000.00) flat attorney fees to Attorney as retainer fee. The retainer fee will cover the administration costs, consulting, coordinating, preparation and filing of the PERM application Attorney may incur in this representation for Client, except as is otherwise provided herein.

 - b. Once the Department of Labor approves the Labor Certification, Client must immediately pay a flat approval fee of Two Thousand Dollars (\$2,000.00) to Attorney.

The initial retainer fee will also cover costs of general consulting to alien beneficiary on matters related to I-140, I-485, and non-immigrant visa and status issues.

4. **DOL AUDITING:** If DOL audits the pending the PERM application, Client must pay One Thousand Dollars (\$1,000.00) to Attorney if Client decides to continue to use Attorney's service for responding to auditing request. Client must pay the One Thousand Dollars (\$1,000.00) in advance to cover the attorneys' fees and other costs before Attorney will be required to do any work on the auditing request. The One Thousand Dollars (\$1,000.00) paid in this provision will be applicable to and deducted against the remaining attorney fees at the time of approval ONLY. Therefore, if the PERM Labor Certification is eventually approved by the DOL, Client only needs to pay the remainder of the flat approval attorney fee of One Thousand Dollars (\$1,000).

5. **COSTS AND EXPENSES:** Attorney is authorized to incur reasonable costs and expenses in express mails to expedite the preparation of the PERM Labor Certification petition, for which Client shall be responsible and payable to Attorney upon receipt of invoices from Attorney.
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. **WITHDRAWAL AND TERMINATION:**
 - a. In situations where the case is terminated before the PERM application is submitted to the DOL, the firm will charge a flat administration cost of Five Hundred Dollars (\$500), in addition to Two Hundred Dollars (\$200) for each consultation via email or phone, and Two Hundred Fifty Dollars per hour (\$250/hour) for other services.
 - b. If Client withdraws the PERM Labor Certification application or terminates Attorney's representation at any time after Attorney has submitted online or filed physical copy of Form ETA-9089 with the DOL, Attorney's representation on this matter is complete, and Client must immediately, without demand, pay Attorney the remaining balance due of Two Thousand Dollars (\$2,000.00).
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 and the venue of Harris County, Texas for any litigation regarding this Agreement.
11. **CONSENT PROVISION:** Employer (Client) understands that any information related to the case that Client releases to the Attorney may be released to the alien beneficiary by Attorney without any notification.
12. **ACKNOWLEDGEMENT OF THE LEGAL REQUIREMENT FOR THE PAYMENT OF PERM COSTS:** Employer (Client) understands that, by law, an employer cannot receive payment of any kind, including deductions from wages and free labor, to cover the costs of obtaining the PERM Labor Certification.

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: _____

Contacted Attorney 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](#).

Mail-in Payment

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

Zhang & Attorneys, L.P.
9999 Bellaire Blvd, Suite 920,
Houston, TX 77036