

## ATTORNEY-CLIENT AGREEMENT

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

- SCOPE AND DUTIES:** Pursuant to this Agreement, Client retains Attorney to provide legal services in connection with the filing of an original PERM Labor Certification petition for \_\_\_\_\_ (Beneficiary) sponsored by \_\_\_\_\_ (Employer) ONLY. When the PERM application is approved (certified) by the DOL, the Attorney's representation is terminated. If Client wishes to change employer for Labor Certification sponsorship after this Agreement becomes effective and before Attorney has submitted the Labor Certification petition to the DOL, 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 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 or any interview to DOL' local office.
- GUARANTEE OF PROFESSIONAL COMPETENCE:** Attorney agrees to use due diligence in furthering Client'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.
- LEGAL FEES:**

Client agrees to pay Five Thousand Dollars (\$5,000.00) for the PERM application legal service.

The legal fees shall be paid as follows:

Upon execution of the Agreement, Client shall pay Three Thousand Dollars (\$3,000.00) flat attorney fees to Attorney as initial fee. The initial fee will cover the administrative costs, consulting, coordinating, preparation and filing of the PERM application Attorney may incur in this representation for Client, except as is otherwise provided herein. 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.

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

4. **DOL AUDITING:** If DOL audits the pending PERM application and Client decides to continue to use Attorney's service to respond the audit 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 audit request. If the PERM application is eventually approved by DOL after audit response, Client must immediately pay the remaining balance of Two Thousand Dollars (\$2,000.00), regardless of whether Client chooses to use Attorney's service to respond the audit request.

Thus, if the PERM application is directly approved by DOL without audit or Client does not use Attorney's service to respond the audit request, the total attorney's fee is Five Thousand Dollars (\$5,000.00); if the application is finally approved by DOL after Attorney helps respond the audit request, the total attorney's fee is Six Thousand and Five Hundred Dollars (\$6,500.00).

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. **WITHDRAWAL AND TERMINATION:**

In situations where the Client withdraws or terminates the Case before the PERM application is submitted to the DOL, 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.

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 regarding the PERM Labor Certification is complete, and Client must immediately, without demand, pay Attorney the remaining balance due of Two Thousand Dollars (\$2,000.00).

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 (Client) 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. **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: \_\_\_\_\_

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

<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