



TINGEN WILLIAMS

Legal Services Agreement – Public Charge Simplified

Immediate Relative Petition and Adjustment of Status Application

This Legal Services Agreement is made and entered into, by and between Tingen & Williams, PLLC (the “Firm”), and, the U.S. Citizen Petitioner (the “Petitioner”) and the Immediate Relative Adjustment of Status Applicant (the “Applicant”). Together the Petitioner and Applicant are the “Clients.”

1 Scope of Representation

The Firm represents the Clients in an Immigrant Petition and Adjustment of Status Application submitted to and adjudicated by the United States Citizenship and Immigration Services (USCIS) for the purpose of obtaining lawful permanent residency for the Applicant.

1.1 Client Representations

In an effort to streamline the delivery of legal services, the Firm has created a system of preparing applications for similarly situated clients. Thus, the scope of representation as contemplated by this agreement is limited, and Clients represent that they meet the following qualifications:

- Petitioner is a U.S. Citizen.
- Petitioner has no history, charges, or convictions for crimes related to sex or sex-related offenses
- Petitioner has an annual household income of at least \$40,000, excluding the Applicant’s income if the Applicant is the spouse of the Petitioner and works without authorization, or has identified a joint sponsor with an annual household income exceeding \$40,000.
- Applicant is an immigrant to the U.S. and is the spouse, parent, or child under 21 (including step-children so long as the marriage to the Petitioner occurred prior to the step-child’s eighteenth birthday) of the Petitioner.
- Applicant has no misdemeanor or felony charges or convictions.
- Applicant has NEVER received government benefits.
- Applicant currently has health insurance.
- Applicant was inspected, admitted, or paroled upon entry to the U.S.
- Applicant is not currently, and has never been, in removal or deportation proceedings.
- Applicant did not enter the U.S. with a J visa.

1.2 Firm Services.

As part of the services contemplated in the Scope of Representation, the Firm will provide the following services:

Form & Documentation Submission. The Firm, via its proprietary online system, will collect all information and documentation needed to prepare and file your application in a simplified and streamlined manner. The Firm will prepare all documentation for Clients' signatures, and mail Clients' application in a prompt manner, in accordance with its ethical obligations under the Virginia Rules of Professional Conduct.

Included Forms. Forms included in the Scope of Representation include the following:

- I-130, Petition for Alien Relative
- I-130a, Supplemental Information for Spouse Beneficiary
- I-485, Application to Register Permanent Residence or Adjust Status
- I-765, Application for Employment Authorization
- I-864, Affidavit of Support
- I-864a, Contract Between Sponsor and Household Member
- I-944, Declaration of Self-Sufficiency

For the purposes of this agreement, Form I-864 may be filled out for only two individuals, the Petitioner and one joint sponsor. Applications requiring more than one joint sponsor are outside the scope of this agreement.

Client Meeting. An attorney at the Firm will review the Clients' application and its materials prior to mailing the application. This review may also include an optional Client Meeting where the submission will be reviewed, and the Firm's attorney can answer any of the Clients' questions. The optional Client Meeting will last no longer than 30 minutes. The Clients may request additional meeting time at the Firm's hourly rates.

Interview Preparation. Upon scheduling of an interview by USCIS, the Clients may schedule an optional 30 minute Interview Preparation meeting. An attorney at the Firm will review the Clients' application and USCIS interview procedures with the Clients. The optional Interview Preparation meeting will last no longer than 30 minutes. The Clients may request additional meeting time at the Firm's hourly rates.

Client Support. The Firm will remain available to answer Clients' questions regarding the status of their application throughout the pendency of their application. Time obtaining answers regarding processing and processing timelines from the Firm's staff and paralegals is included in this Agreement. Clients may request additional meeting time with an attorney at the Firm's hourly rates.

2 Scope of Agreement

This fee agreement is expressly limited to the legal services included in the Scope of Representation. The parties agree that this Agreement can only be modified by a new, separate,

written agreement signed by both parties. The Firm will not provide any legal services to the client until this Agreement has been consented to by clicking the consent box on the associated online form available at <https://crm.tingenwilliams.com>.

The Firm does not represent the Clients generally, and The Firm does not represent the Clients in any post-trial motions, appeals, or other issues, unless a new retainer agreement is signed.

2.1 I-131, Application for Travel Document.

Applications for Travel Documents are outside the scope of this agreement; however, they may be included in the Clients' submission for an additional fee, pursuant to a newly executed Legal Services Agreement.

2.2 Requests for Evidence.

Requests for Evidence are outside the scope of this agreement, and responses to Requests for Evidence will be billed at the Firm's respective hourly rates, pursuant to a newly executed Legal Services Agreement. However, under the independent judgment and discretion of the Firm, the Firm may respond to a routine, documentation-only Request for Evidence at no additional fee.

2.3 Interview Attendance.

Attendance by the Firm or one of its attorneys at the Clients' USCIS interview is outside the scope of this Agreement. However, if a client requests the attendance of one of the attorneys of the Firm at the Clients' USCIS interview, the Firm may, in its independent judgment and discretion, attend the interview. Interview attendance will be billed according to the individual circumstances of the Clients' case and any associated bill will account for travel time, travel expenses, time at the interview, and time representing the Clients at the interview, all pursuant to a newly executed Legal Services Agreement.

3 Attorney's Fees & Administrative Fees

Fee for Legal Services. The Firm will bill a flat fee of \$3,000 for legal services within the scope of the Agreement.

Administrative Fee. In addition to the attorney fee described above, the Client will be responsible for a \$100 administrative fee which covers expenses the Firm routinely incurs in connection with similar matters, such as printing and shipping.

Government Fees. Clients will be responsible for all government-imposed fees, including but not limited to filing fees with courts or government agencies. These fees are in addition to and separate from the legal services fee.

Translations. Clients will provide English translations for all foreign language documents required in their matter. If Clients provide foreign language documents without English translations, Clients assent to compensating the firm at a rate of \$40/page for obtaining

translations of their documents. Clients shall pay for translations prior to incurring the associated expense.

Client Responsibility. Clients will mail passport style photos, signature pages, and check or money order to the Firm to cover all associated government fees.

Hourly Rates. In the event the Clients are in need of additional services, Clients agree to compensate the Firm according to the following hourly rates:

Tingen Williams Attorneys:	\$300/hour - office \$400/hour – court/interview
Paralegals:	\$150/hour
Legal Staff:	\$100/hour

4 Case Processing & Terms of Payment

Payment in Clients’ matter shall proceed in the following manner:

Submission of online forms and associated documentation:
\$1,500 legal services fee (due upon form submission)

Preparation and Attorney review of documents, client meeting, and mailing:
\$1,500 legal services fee
+ \$100 administrative fee
\$1,600 total (due prior to mailing)

All payments made according to this schedule are considered earned when paid because the associated legal services contemplated will have been completed when payments are made. Because the associated fees are earned, they will not be reimbursed or refunded under any circumstances.

5 Records Retention

The Firm does not store any original documents. The Firm will make a digital copy of any Client document it receives, and promptly destroys any paper records. Clients can request a paper or a digital copy of their file; the Firm may charge a reasonable fee for providing a copy.

6 Withdrawal & Breach

The Firm may withdraw from representation in any of the following events:

- Upon discovery of any misrepresentation by the Clients. Due to the nature of this agreement and its limited scope, the payment terms contemplated are tailored for clients who meet specific qualifications. Even misrepresentations that seem immaterial in other contexts are considered material under this agreement. Thus, any misrepresentation by the Clients will be considered a breach and will void this Agreement.

- Clients who become detained or subject to investigation or prosecution by any law enforcement agency. Such an investigation or prosecution will be considered a breach and will void this Agreement.
- In the event Client asks the Firm to violate its duties under the Virginia Rules of Professional Conduct. Such behavior will be considered a breach and will void this Agreement.
- The Clients develop, or attempt to privately reveal to the Firm, a conflict of interest between the Petitioner and the Applicant. A conflict of interest that pre-existed the representation, or that develops after representation has commenced, will be considered a breach and will void this Agreement.
- Other good cause for withdrawal exists.

In the event of breach of this Agreement by Clients, all funds paid prior to breach will be retained by the Firm because they are considered earned when paid.

7 Disclaimer; Governing Law; Merger; Severability

It is often impossible to predict the outcome of a particular legal entanglement with any certainty; therefore, the firm does not guarantee any particular result in any engagement.

The laws of Virginia govern this Agreement. The Courts of Henrico County, Virginia have exclusive jurisdiction over any dispute regarding this Agreement.

This Agreement represents the entire agreement between the Firm and the Client, superseding any prior agreement between the parties.

If any provision within this Agreement is found by a judicial body to be invalid, illegal, or otherwise unenforceable in the event of a dispute, then the judicial body shall have the ability to strike or ignore the unenforceable provision, and the remainder of this Agreement shall remain valid and enforceable.

8 Termination of Representation

In the event that Client no longer wishes to have the Firm represent them, Client agrees to provide written notice to the Firm. Upon Termination, the Client remains liable and agrees to pay for any and all fees owed to the Firm based on the Firm's representation of the Client prior to Termination. All funds paid prior to Termination will be retained by the Firm because they are considered earned when paid

9 Clients Consent

1. The Clients understand English, or have been read this agreement in a language he, she, or they understand.
2. The Clients understands the terms of this Agreement.
3. The Clients had an opportunity to consult with independent counsel regarding this agreement.
4. The Clients consent to the terms of this Agreement.

5. The Clients consent to the terms of the Dual Representation Supplement, which is provided herein and incorporated by reference.

Clients, Petitioner and Applicant, each demonstrate their consent to this agreement by filling out the online forms maintained by the Firm at <https://crm.tingenwilliams.com> and by clicking the buttons indicating their consent prior to submission of the online form and associated documents.