



SOUND IMMIGRATION

STANDARD TERMS

The following **Standard Terms** apply to all **Letters of Engagement** entered into between Sound Immigration (referred to as “Sound Immigration”) and individuals (referred to as “Client”) which have engaged Sound Immigration to perform services:

- 1. Understanding Flat Fee Agreements.** These terms [Section 1] apply in flat fee matters only.
 - a. Scope of services.** Sound Immigration performs much of its work on a flat fee bases. If the Legal Services Agreement agrees on a flat fee, it is important to understand this flat fee applies *only* to the specific services listed in the Legal Services Agreement.
 - b. Criminal issues.** Criminal conduct can have extremely serious immigration consequences, even if there was no conviction. These issues can also be very legally complex. The flat fee quoted in the Legal Services Agreement reflects the cost of addressing only the criminal conduct specifically listed in the Legal Services Agreement. If additional criminal conduct is discovered during this representation, additional work will be billed at the hourly rates described below.
 - c. Additional services.** Any service that Client requests in addition to the service listed in the Legal Services Agreement and/or which may reasonably be required for the successful completion of the case will be subject to additional legal fees. Examples of such additional work includes:
 - Additional services needed due to errors by a government agency such as misplacing a filing, or caused by government agency delays such as lengthy processing time;
 - Requests for assistance from members of the U.S. Congress or other government officials;
 - Changes in case strategy necessitated by changes in the law or the facts as they have been related to Sound Immigration;
 - Additional filings due to a denial of the application on the merits (e.g., appeals, lawsuits);
 - Attendance at any government interview or hearing not listed in the Legal Services Agreement;
 - Appeals, requests to reopen or for reconsideration and court review;
 - Additional waivers;
 - Dealing with new deportation or inadmissibility grounds;
 - Representation in subsequent proceedings;
 - Extensions of nonimmigrant visas;
 - New or amended applications based upon change in employment or marital status;
 - Immigration work for relatives not mentioned in this letter;
 - Non-immigration work (such as criminal matters); and

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- Other services, including special services required due to unforeseen developments in Client's case or changes in the law.
- d. When Sound Immigration receives all or any portion of the flat fee, the funds are the property of Sound Immigration and will not be placed in a trust account. The fact that Client has paid the fee in advance does not affect Client's right to terminate the client-lawyer relationship, which Client may do at any time. In the event this relationship is terminated before the agreed-upon legal services have been completed, Client may or may not have a right to a refund of a portion of the fee. Client will be responsible for attorney time spent on Client's case, billed at the rates set forth in Section 2 below, plus costs described below in Section 3.
- e. Unless otherwise stated in the Legal Services Agreement, the flat fee must be paid in full before the immigration application is filed.
2. **Non-Flat Fee Work.** Any work not performed for a flat fee is billed as follows. Work is billed at the following hourly rates in increments of 6 minutes.
- Gustavo Cueva, Of Counsel: _____.
 - Brittany Lowe, Of Counsel: _____
 - Greg McLawsen, Managing Attorney: _____.
 - Minda Thorward, Of Counsel: _____
 - Mercedes Riggs, Of Counsel: _____

Sound Immigration may, at its discretion, engage additional attorneys to assist in accomplishing the goals of this representation. Such attorney time will be billed to the client at cost plus 30%, but in no event shall exceed \$200/hr.

3. **Costs.** Client is responsible for the following costs:
- a. **Filing fees.** All government filing fees. The cost of filing fees will not be advanced by Sound Immigration.
 - b. **Administrative costs.** Administrative costs, including photocopying (\$.40/pg), delivery services, postage, notary fees, and translations.
 - c. **Travel expenses.** Sound Immigration does not charge for the cost of travel for appearances within the Seattle-Tacoma metropolitan area, including to the U.S. Citizenship and Immigration Service office in Tukwila. Nothing in this agreement shall be construed as an agreement by Sound Immigration to make an appearance outside the Seattle-Tacoma metropolitan area. In the event the parties mutually agree that Sound Immigration will make an appearance outside the Seattle-Tacoma metropolitan area, Client will be responsible for actual travel costs, including transportation, accommodation and meals, and attorney travel time will be billed at a rate of \$75/hr.

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- d. Translation.** Client understands immigration law requires the translation of non-English documents and that Client is responsible for these costs.
- 4. Relation between Sound Immigration and its attorneys.** Sound Immigration's Of Counsel attorneys operate their own law firms and work for Sound Immigration as independent contracts. Attorneys are compensated at a rate of 30% of the total fee charged to Client in the Legal Services Agreement. The remaining portion of the fee is kept by Sound Immigration and goes towards legal services support, overhead and firm profit.
- 5. Support Personnel.** Sound Immigration also use third party contractors to perform work traditionally delegated to paralegals and legal assistants. Support Personnel access client information in the same secure client portal system used by Clients and our attorneys. Support Personnel work only in a supportive role to our attorneys.
- 6. Termination of representation.** Client always has the right to end the professional relationship Sound Immigration. Client does not need to give any reason for ending the relationship. But Client will still need to pay for all legal services and costs up to the date Client ends the representation.
- 7. Ownership of file.** Sound Immigration is a paperless law office. Generally we retain paper documents in a client matter only if we will be required to submit originals for a legal process. At the conclusion of this representation all original documents will be returned to Client. Sound Immigration will maintain Client's electronic file for a period of seven (7) years from the date this representation is concluded. During that time Client may request some or all of Client's digital file, which will be supplied free of charge. If Client requests a paper copy of the file a \$50 copying charge will be applied.
- 8. Client responsibilities.** By signing this Legal Services Agreement, Client understands that they are agreeing to cooperate with Sound Immigration and participate in the conduct of the case, including the following.
- a. Client understands that Sound Immigration will rely on the facts described by Client. Client agrees to notify Sound Immigration of changes in facts related to this matter.
 - b. **The Government must be notified of a change in Client's address within 10 days; failing to do this may have very serious consequences.** Client agrees to promptly notify Sound Immigration in writing as to changes of address within five days of moving. Client will also promptly update Sound Immigration regarding any change in telephone number, marital status, employment, and any other circumstances bearing on the case.
- 9. Results cannot be guaranteed.** Sound Immigration cannot guarantee a successful outcome in this matter. Sound Immigration will strive to provide Client with the best possible legal representation, but many factors will govern the outcome of the matter.
- 10. Payments by a third party and independence of the attorney.** A third party (hereafter "Payor") may provide funds to Attorney to satisfy Client's financial obligations under this Agreement only if Client consents to such an arrangement and Payor signs this Agreement. By signing the Legal Services Agreement, Payor acknowledges and agrees to the following:

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- a. that no attorney-client relationship exists between Attorney and Payor and that Attorney has not and will not provide legal advice to Payor, including advice regarding the wisdom of entering this Agreement;
- b. that Attorney has an ethical duty to Client to maintain confidentiality and that Attorney will not disclose confidential information relating to Client's Matter to Payor without Client's consent;
- c. that Payor cannot interfere with Attorney's independent professional judgment or with the attorney-client relationship;
- d. that in the event that Payor disagrees with Client's decisions regarding the Matter, Attorney has an ethical obligation to abide by the Client's decisions despite Payor's objections;
- e. that all funds provided for deposit into the trust account on Client's Matter may be used by the Attorney for payment of fees and Costs for the duration of the Matter and that Attorney will not issue any refund until the Client's final invoice has been paid at the conclusion of the Matter; and
- f. that any funds provided to Attorney by Payor that are not used to satisfy Client's financial obligations under this Agreement will be returned to the Payor or such other person as he or she designates at the time of disbursement.

11. Questions. If Client has questions about this document, please discuss them with the attorney before signing. Client may also choose to consult another attorney about this document before signing.