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W. DAVID ZITZKAT
ATTORNEY AT LAW

PRACTICING EXCLUSIVELY IN IMMIGRATION LAW SINCE 1981

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I-485 Agreement 2019

The services outlined in this agreement are provided at a fixed fee of **\$1,500.00**, with an additional fixed fee of **\$750.00** for each derivative applicant (spouse and/or child). For clients who have previously retained this firm for representation in the Immigrant Visa process (I-140 or I-130), a discount of \$500 shall be applied to the total fee.

These fixed fees cover preparation of Adjustment of Status (I-485) paperwork and submission to United States Citizenship and Immigration Services (USCIS), and attorney advice and representation in regard to this process, but do not cover services that are outside of this scope (see below for details). Services that are outside the scope of this agreement are billed at an hourly rate. Additionally, if a refund is requested, time spent on the case shall be deducted from said refund based on an hourly rate. *In the event that services billed at an hourly rate are required, client shall be informed before work is begun, and shall be afforded the opportunity to opt out.*

Payment under this agreement is *up-front only*, meaning the total amount due must be paid in full in order for this agreement to go into effect. The services provided in this agreement are as follows:

- Preparation and submission of *one* (1) I-485 application for the main applicant, and *one* (1) I-485 application for each derivative applicant, to be indicated on the signature page of this agreement.
- Each application includes personal assistance and consultation, preparation of final packet, and submission to USCIS. Each I-485 filing also includes concurrent application for an Employment Authorization (I-765) and Advance Parole (I-131) document. Some restrictions apply. Filing renewal EAD/AP applications is available at an additional fee.
- This agreement does *not* include attendance at the I-485 interview as legal representative. However, if the interview is scheduled to take place in Connecticut, this service shall be provided at a fixed fee provided by this agreement (see below).
- After the petition(s) is/are filed, performing any necessary follow-through, to be determined by the attorney.
- Responding to any "routine" Request for Evidence (RFE) or Notice of Intent to Deny (NOID) for any of the above petitions (no additional charge). Complex and/or unexpected RFE or NOID may require additional attorney fee.

The agreement must be signed by both Attorney W. David Zitzkat and the client in order to go into effect. The client must also write his or her initials in the space provided on each page of the agreement. The terms and conditions of this agreement are as follows:

1. Attorney Fee – Fee for Attorney W. David Zitzkat is **\$1,500.00** for the main applicant, and an additional **\$750.00** for each derivative applicant (spouse and/or child of the main applicant).

NOTE: This attorney fee does not include out-of-pocket costs, including mailing fees and USCIS filing fees (see below).

2. Method of Payment – This firm accepts personal check or money order made out to “W. David Zitzkat.” Credit card is accepted through PayPal.com, and requires an additional convenience fee of **\$45.00**.
3. Discount for Previous Immigrant Visa Clients – A client that has previously retained this firm for representation in the Immigrant Visa process (I-140 or I-130), a discount of \$500 shall be applied to the total fee. This discount shall apply regardless of whether the prior client was the petitioner or beneficiary of the process, and regardless of whether there was a third-party payer. However, this discount shall not apply if the client wishes to continue a process where this firm had no prior involvement (i.e., submitted an I-140 or I-130 petition independently or with a different representative).
4. I-485 Application – Once this agreement has been signed/initialed and the Attorney Fee has been paid, the attorney agrees to:
 - a. Provide legal and practical advice on preparing and filing *one* (1) I-485 application for the main applicant (the beneficiary of an approved, pending, or concurrently filed I-140 or I-130 petition with a current priority date), and *one* (1) I-485 application for each derivative applicant (spouse and/or child of the main applicant).

A "I-485 application" is an application to adjust status to permanent resident. This may be filed upon receiving an approval for an I-140 or I-130 petition, or upon filing such a petition. In order to be eligible to file an I-485 application:

- i. The applicant(s) must be the beneficiary of an I-140 or I-130 petition that has been submitted to USCIS, and an “immigrant visa number” must be available for the applicant’s preference category and country of origin (established by the Department of State’s [visa bulletin](#));
- ii. The applicant(s) must be physically present in the U.S.; and
- iii. The applicant(s) must not be considered inadmissible or legally barred from adjustment (some exceptions apply); and

In the event that one or more of the above factors are not present, the applicant(s) may not be eligible for adjustment of status. Please note that Consular Processing is not covered by this agreement.

- b. Preparation and submission of I-485 applications also includes preparation and submission of concurrent Employment Authorization Document (I-765) and Advance Parole (I-131) applications, which are submitted with the I-485.

- c. Send a list of instructions and intake sheets for each applicant, which contains a list of documents that must be included with the application. Advise the client on what documents should be included. If letter(s) or affidavit(s) are necessary, advise the client by providing a template and reviewing/editing the client's draft. Client is responsible for providing all requested information and documentation in the format requested by the attorney. In the event that the client fails to provide requested documents or provides incomplete or falsified documents, the attorney shall not be held responsible for the outcome.
 - d. After receiving requested documents and information from the client, prepare the application forms and return them to the client for review and signature. Client is responsible for thoroughly reviewing forms prior to signature. In the event that the client misrepresents information, omits information, or fails to correct inaccurate information, the attorney shall not be held responsible for any errors, omissions, or misrepresented facts.
 - e. Once all application materials have been received, organize and prepare the final applications, and submit them by mail to USCIS.
 - f. Keep the client abreast of any developments regarding each application that has been filed with USCIS. In the event that the application is considered beyond USCIS's posted processing information for the appropriate service center or field office, the attorney shall advise client on how to make a case inquiry.
 - g. Upon application approval, provide general advice and guidelines for new lawful permanent resident(s). Please note that this does not include actions that are considered the client's responsibility, such as notifying USCIS of an address change, submitting an application to remove conditional residence, or submitting an application to renew green card.
5. Attorney Representation and Responsibility Limited to I-485 Application(s) – In signing/initialing this agreement, the client agrees that the attorney shall not provide representation nor hold any responsibility for matters extending beyond preparation and submission of I-485 application(s) for the main applicant and any derivative applicants specified on the signature page. Therefore, should any issues arise regarding the underlying Immigrant Visa petition (I-140 or I-130) which results in the I-485 being rejected or denied, the attorney does not agree to assist the client in resolving these issues, nor shall the attorney be held responsible for the outcome. However, if the client has previously retained this firm for the Immigrant Visa process, then the agreement governing the scope of those services shall apply.
6. Request for Evidence (RFE) – This agreement covers assisting the client in preparing and filing a response to a "routine" RFE issued by USCIS. In the event that a "routine" RFE issued, the attorney agrees to: Advise the client on obtaining additional evidence, including drafting and editing new letters to be submitted; draft and finalize a response letter that addresses the USCIS examiner's concerns; organize and prepare the final response; and submit the response to USCIS.

An RFE is considered "routine" if it is for a new I-693 medical examination, additional birth documentation, or other regular USCIS requests (at the attorney's discretion). RFEs that are not "routine" include but are not limited to: request for information/documentation regarding an applicant's membership in a political party or military/paramilitary/law enforcement group,

or request for full account of an applicant's legal status for each entry/exit in the U.S. Attorney representation for matters such as these would require an additional attorney fee, to be billed at an hourly rate of **\$200.00**. Similarly, in the event USCIS issues a Notice of Intent to Deny (NOID), attorney representation shall require an additional attorney fee, to be billed at an hourly rate of **\$200.00**. *In the event that services billed at an hourly rate are required, client shall be informed before work is begun, and shall be afforded the opportunity to opt out.*

7. Interview – USCIS policy requires that all applicants be subject to an interview with an Immigration Officer at the local field office where the applicant(s) live. This requirement applies for beneficiaries of both I-140 and I-130 petitions.
 - a. Interview Rescheduling – In the event that the applicant(s) cannot attend the interview on the date and time that it has been scheduled, *the client shall be fully responsible for securing a rescheduled interview*. The attorney agrees to provide consultation and guidance in contacting USCIS, but will not act on the client's behalf in contacting USCIS and ensuring that the interview has been rescheduled.
 - b. Interview Attendance – If the interview is to be held at a USCIS office located in Connecticut, the attorney shall agree to accompany the client at an additional fixed fee of **\$750.00**. If interviews for more than one applicant are held at the same date and time, that shall be considered as one single interview for purposes of this agreement. However, where USCIS requires more than one interview, an additional payment of \$750.00 for each additional interview shall be required.
8. Renewal of Employment Authorization Document and Advance Parole – In the event that the client requires one or more renewals to EAD and AP, attorney assistance, preparation, and submission to USCIS of each renewal shall be provided at an additional fixed fee of **\$250.00**.
9. USCIS Filing Fees and Out-of-Pocket Costs Not Included – For the applications referred to in this agreement (I-485, I-765, I-131), USCIS requires filing fees made out to the U.S. Department of Homeland Security. These fees are listed at <https://www.uscis.gov/forms/our-fees>, and more information about paying these fees can be found at <https://www.uscis.gov/fees>. Any attorney fee paid to does *NOT* include USCIS filing fees, and the client or third-party payer will be expected to pay these fees at the time of filing an application with USCIS. In addition, any out-of-pocket costs (including postage fees for mail sent by the firm directly to USCIS) must be paid by the client or third-party payer.
10. Services Outside Scope of Agreement to Be Billed at Hourly Rate – Attorney agrees to provide the services outlined above at the fixed fees and hourly fees prescribed in this agreement. However, in the event that the client requests services that are outside the scope of this agreement, it is understood that these services will be provided at an additional attorney fee, to be billed at an hourly rate of **\$200.00**. *In the event that services billed at an hourly rate are required, client shall be informed before work is begun, and shall be afforded the opportunity to opt out.* Services outside the scope of this agreement include (but are not limited to):
 - a. Advising or assisting client in requesting expedited processing based on one of USCIS's "expedite criteria."

- b. Advising or assisting client in contacting a government official (such as legislative representative or USCIS Ombudsman), including advice on who to contact, and drafting/editing letter(s). Please note that in nearly all circumstances, regardless of payment of hourly fee, client shall be responsible for contacting official and continued interface.
- c. Advising or assisting client in submitting a Form I-90, Application to Replace Permanent Resident Card, for any reason (including failure of USCIS to properly deliver card).
- d. Drafting legal affidavits, where necessary to establish or explain birth, marriage, criminal record, or membership in a political/military/paramilitary/law enforcement group. (*Note: providing a template and reviewing client's draft is considered within the scope of this agreement, but drafting an affidavit is not.*)

11. Refunds – Refund of the fixed attorney fees stipulated in this agreement shall be granted, with a reduction to the refund being calculated based on an estimate of total time spent on the case. It is understood that in the event that the client requests a refund, the client shall accept a good-faith estimate for the amount of time spent. In addition, the time spent calculating the estimated time spent will be also contribute to the total calculation.

It is further agreed that if an application has not been filed within two (2) years that the agreement has been signed/initialed, no refund shall be granted. However, it is also agreed that there is no limit on this agreement other than for refund purposes, and that any number of months or years can go by and the client can still enforce this contract with respect to preparation and filing. For example, if the agreement is signed, and the client wishes to begin or resume work 20 years later, he or she remains entitled to the agreed-upon services, as long as the attorney is still practicing law.

In the event the client requests a refund, deductions from the amount paid shall be made as follows:

- a. Time spent by Attorney W. David Zitzkat shall be deducted at **\$400.00** per hour.
- b. Time spent by Attorney Jon-Marc LaRue Zitzkat shall be deducted at **\$360.00** per hour.
- c. Time spent by any of the firm's paralegals and/or assistants shall be deducted at **\$200.00** per hour.

12. Client Documents – Attorney agrees to retain records of each application process, as well as copies of any application(s) filed with USCIS. The firm only retains these documents for three (3) years after the date that the case has been concluded, after which all records are destroyed. It is the client's responsibility to request his or her file *prior to the three-year deadline* if he or she wishes to keep it. Additional fees for photocopying and mailing may apply.

13. Client Responsibility – The client shall be responsible for maintaining a direct line of communication with the attorney throughout representation, including availability by phone, email, and regular mail. The client shall be responsible for preparing materials as required or instructed by the attorney with reasonable speed. Delays of months or years after starting the case are not acceptable. If the case has not been filed within two (2) years, and the

client has not provided notice of reasonable delay, then no refund is possible, and additional fee(s) may be required to restart the case.

The client shall be responsible for maintaining a valid mailing address throughout the preparation and filing process, in order to receive official notices and documents from USCIS (such as Employment Authorization Document or Permanent Resident Card). If the client is unable to maintain a mailing address, then the client is responsible for obtaining an alternative means of securely receiving mail, such as a P.O. Box. *The attorney shall not be responsible for receiving or redirecting official USCIS documents that are meant to be received by the client.*

Finally, in signing/initialing this agreement, client affirms that the main applicant and all derivative applicants (1) have maintained continuous lawful status during all stays in the U.S., (2) have never engaged in unauthorized employment in the U.S., and (3) have never violated the terms of their legal status in the U.S (unless attorney determines that applicant(s) is/are exempt from these bars to adjustment). Client also affirms that he or she has full documentation of the applicant(s) legal status and work authorization in the U.S. Thus, this agreement does not cover assisting the client in producing such documentation, or providing legal arguments about the sufficiency of the documentation to USCIS.

Client acknowledges that Client has fully read and understood this agreement. By signing this agreement, Client hereby agrees to the terms and conditions set forth herein.

Number of Derivative Applicants (spouse and/or children): _____
(if none, please write "NONE")

Client Signature: _____

Print Name: _____

Date: _____

Attorney Signature: _____
Attorney W. David Zitzkat

Date: _____