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*PRACTICING EXCLUSIVELY IN IMMIGRATION LAW SINCE 1981*

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## **I-485 Agreement 2020**

The services outlined in this agreement are provided at a fixed fee of **\$3,500.00**, with an additional fee of **\$2,000.00** 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 \$1,000 shall be applied to the total fee. Additional attorney fees shall be required for joint sponsors or complicated cases.

In order for this agreement to go into effect, the agreement must be signed by both Attorney W. David Zitzkat and the client, and the total amount in attorney fees must be paid (including payment for derivative applicants). The terms and conditions of this agreement are as follows:

1. Attorney Fee – Fee for Attorney W. David Zitzkat is \$3,500.00 for the main applicant, and an additional \$2,000.00 for each derivative applicant (spouse and/or child of the main applicant). This attorney fee does not include out-of-pocket costs, including mailing fees and USCIS filing fees (see below). Payment is accepted by personal check or money order made out to “W. David Zitzkat.” Payment by credit card requires an additional convenience fee of \$45.00.
2. 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 \$1,000.00 shall be applied to the total fee. This discount shall not apply if the client wishes to continue a process where this firm had no prior involvement (i.e., submitted a Form I-140 or Form I-130 petition independently, or through a different attorney or representative).
3. Form I-485 Application – Once this agreement has been signed/initialed and the Attorney Fee has been paid, the attorney agrees to:
  - a. Prepare and submit Form I-485 application(s) for the main applicant and each derivative applicant as specified in the signature page of this agreement, including Form I-944 Declaration of Self-Sufficiency and Form I-864 Affidavit of Support, as required. Each applicant must have been legally admitted to the U.S., be physically present in the U.S., have a current priority date, and cannot be subject to any grounds of inadmissibility or bars to adjustment. Please note that waivers of inadmissibility and consular processing are not covered by this agreement;
  - b. Prepare and submit concurrent Employment Authorization Document (Form I-765) and Advance Parole (Form I-131) applications;

- c. Keep the client informed 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; and
  - d. 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.
4. Joint Sponsor – In the event that the client does not meet income requirements and requires an Affidavit of Support (Form I-864) from a joint sponsor, there will be an additional attorney fee of **\$500.00** for each joint sponsor.
5. Request for Evidence (RFE) or Notice of Intent to Deny (NOID) – This agreement covers assisting the client in preparing and filing a response to a “routine” RFE issued by 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 or NOIDs 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, request for full account of an applicant's legal status for each entry/exit in the U.S., or request to resolve inconsistencies in the record. Attorney representation for matters shall be billed at an hourly rate of **\$400.00**.
6. USCIS Interview – If an in-person interview is scheduled by USCIS, the attorney agrees to meet with the client to prepare for the interview. However, attendance by the attorney at the in-person interview is *not* included in this agreement. In the event that the client cannot attend the interview as scheduled, the client shall be fully responsible for securing a rescheduled interview.
7. 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 fee of **\$250.00**.
8. USCIS Filing Fees and Out-of-Pocket Costs Not Included – Any attorney fee paid under this agreement does *NOT* include USCIS filing fees and out-of-pocket costs (i.e., postage). The client shall be expected to cover these fees when they are due.
9. Attorney Representation and Responsibility Limited to I-485 Application(s) – The client agrees that the attorney shall not provide representation nor hold any responsibility for matters extending beyond preparation and submission of Form I-485 application(s). Should any issues arise regarding the underlying immigrant petition(s) which results in the Form 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.
10. Services Outside Scope of Agreement – The attorney agrees to provide the services outlined above at the fixed fees and hourly fees prescribed in this agreement. In the event that the

client requests services that are outside the scope of this agreement, it is understood that these services will require an additional fee, to be determined by the attorney at the time that they are requested. 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). In nearly all circumstances, regardless of attorney fee payment, the client shall be responsible for contacting the official directly.
- 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 deliver documents).
- d. Advising or assisting client in requesting documents that are in USCIS's possession;
- e. Preparing affidavits or documents.

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, time spent calculating the estimated time spent shall factor into the total calculation.

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

- a. Time spent by attorneys shall be deducted at **\$400.00** per hour.
- b. Time spent by paralegals shall be deducted at **\$200.00** per hour.

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. It is also agreed that there are no limitations on this agreement other than for refund purposes, such that the client can continue to enforce the contract so long as the attorney is still practicing.

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:

- a. Maintaining a direct line of communication with the attorney throughout representation, including availability by phone, email, and regular mail;

- b. Providing all requested information and documentation in the format requested by the attorney and with reasonable speed. Delays of months or years after starting the case are not acceptable. If the application has not been filed within two (2) years, and the client has not provided notice of reasonable delay, then the client may not claim a refund and additional fees shall be required to resume;
- c. Providing all required documentation of birth, marriage, divorce, legal entry, legal status, work authorization, and finances. This agreement does not cover assisting the client in producing such documentation;
- d. Thoroughly reviewing all forms and documents prepared by the attorney. In the event that the client misrepresents information, omits information, or fails to correct inaccurate information after being provided an opportunity to review, the attorney shall not be held responsible; and
- e. Maintaining a valid mailing address throughout the preparation and filing process, in order to receive official notices and documents from USCIS. If unable to maintain a mailing address, then the client is responsible for securing an alternative means of securely receiving mail. The attorney shall not be responsible for receiving or forwarding documents.

In signing this agreement, the client affirms that he or she has fully read and understood the agreement, and 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:** \_\_\_\_\_

**Print Name:** Attorney W. David Zitzkat

**Date:** \_\_\_\_\_