

W. David Zitzkat
david@zitzkat.com

Jon-Marc LaRue Zitzkat*
jonmarc@zitzkat.com

**Of Counsel*

W. DAVID ZITZKAT
ATTORNEY AT LAW

PRACTICING EXCLUSIVELY IN IMMIGRATION LAW SINCE 1981

111 SIMSBURY ROAD, SUITE 9
AVON, CONNECTICUT
06001-3763

PHONE: (860) 404-2333
FAX: (860) 404-5542
www.zitzkat.com

I-140 Agreement 2020 – NIW Only

Attorney W. David Zitzkat was admitted to the Connecticut Bar in 1981. He has also been admitted to the Federal District Court for Connecticut, the Second Circuit Court of Appeals, and the U.S. Supreme Court. As such, he is entitled to practice Immigration Law anywhere in the United States. He has been practicing Immigration Law since 1981, a period of about 38 years.

The services outlined in this agreement are provided at a flat fee of **\$4,500.00**. In addition, there is a Non-Refundable Mail Fee of **\$100.00**. If payment is by credit card, and additional convenience fee of **\$120.00** is charged. There are no hourly fees, unless a refund is requested, at which point the total time spent on the case shall be taken into account.

Payment under this agreement is up-front only, meaning a total of \$4,600.00 must be paid in full in order for this agreement to go into effect. For more focused agreements, such as handling an RFE only, please contact us with your inquiry.

The services provided in this agreement are as follows:

- Filing one (1) I-140 petitions for one petitioner/beneficiary, in the category of National Interest Waiver (EB-2).
- Request for Evidence (RFE) or Notice of Intent to Deny (NOID) response will be provided at no additional fee.
- Re-file of I-140 petition will be provided at an additional fee of **\$500.00** per re-file.
- Appeal or motion to reopen and/or reconsider will be provided at an additional fee of **\$1,000.00** per appeal or motion.
- Attorney services for Adjustment of Status (I-485) are not included in this agreement. A separate agreement is available for current and new clients. A discount is available to clients that engaged this firm's services under this agreement.

The agreement must be signed by both Attorney W. David Zitzkat and the client in order to go into effect. In the event of a third-party payer, the Third-Party Payer Supplement should also be signed by both the client and the third-party payer (see last page).

The terms and conditions of this agreement are as follows:

1. Attorney Fee – Fee for Attorney W. David Zitzkat is **\$4,500.00**.
2. Non-Refundable Mail Fee – A non-refundable fee of **\$100.00** must be made with the first payment. This fee covers mailing expenses including ordinary first class, priority and express mail. Choice of what class of mail will be used is at the discretion of this firm, though the client may request that a certain class of mail be used for filing an application.
3. Convenience Fee – If payment is by credit card, a convenience fee of **\$120.00** is charged.
4. NIW I-140 Petition – Once this agreement has been signed and the Attorney Fee has been paid, the attorney agrees to:
 - a. Provide legal and practical advice on preparing and filing one (1) I-140 petition for one petitioner/beneficiary, in the category of National Interest Waiver (NIW).
 - b. Attorney Zitzkat will hold a strategy conference with the client. This conference may be up to 3 hours long and can be held in the attorney's office in Avon, Connecticut, over telephone, or by a Skype call. The strategy for the case as well as all issues of the client related to this petition will be discussed.
 - c. Assist the client in drafting and editing up to eight (8) reference letters from supervisor(s), colleagues, and peers to be included with the I-140 petition, including sending the client sample reference letters relating to the client's field of expertise. Advise and otherwise assist the client in preparing any other letters necessary for the selected petition category. Advise the client on the inclusion of documentary evidence, including letters, publications, and other materials for the petition.
 - d. Draft and finalize the petition cover letter, containing detailed case overview and legal analysis for the specific petition category. Prepare all necessary forms for the client's review and signature. Organize and prepare the final petition, and submit the petition to USCIS by mail (note: USCIS only accepts submission by mail).
 - e. Keep the client abreast of any developments regarding each petition that has been filed with USCIS. Note that this does NOT include contacting USCIS because of a perceived delay by the client unless it is the attorney's opinion that the process is taking much longer than the posted times. USCIS posts processing times on their website (www.uscis.gov). Typically, these processing estimates are optimistic projections, and are frequently incorrect and/or outdated. Nonetheless, the attorney will advise the client on how to make a case inquiry.
5. Request for Evidence and Notice of Intent to Deny – Request for Evidence (RFE) or Notice of Intent to Deny (NOID) response will be provided at no additional fee.
6. Re-file of Denied Petition – Re-file of denied I-140 petition will be provided at an additional fee of **\$500.00** per re-file.
7. Appeal, Motion to Reopen, or Motion to Reconsider – In the event that the I-140 petition is denied, an appeal, motion to reopen, or motion to reconsider will be provided at an additional fee of **\$1,000.00** per appeal or motion.
8. Adjustment of Status – After the I-140 petition is approved, and the beneficiary is present in the U.S., the beneficiary will be considered eligible to apply for Adjustment of Status (I-485) for himself or

herself, as well as any dependents (spouse and children). This agreement does not include attorney services pertaining to the I-485 process. A separate agreement covers the I-485 process – please request this agreement if interested.

- a. The client may elect to file his or her I-485 application(s) without attorney representation. In this event, no assistance will be provided, and Attorney Zitzkat will not be responsible for any outcome beyond the USCIS decision on the submitted I-140 petition.
 - b. If a visa number is available, concurrent filing of I-140 and I-485 is an option. In the event that the client wishes to prepare his or her I-485 application(s) independently, the firm will provide the receipt notice of the I-140 filing to the client as soon as it is available. Once the client has the receipt, he/she may file the I-485 with the receipt. Under no circumstances will a client-prepared I-485 be filed concurrently with an I-140 petition prepared by this firm.
9. USCIS Filing Fees and Out of Pocket Costs Not Included – The attorney fees outlined in this agreement do **NOT** include USCIS filing fees. The client and/or third-party payer will be expected to submit these fee payments at the time of filing. These fees are listed at <https://www.uscis.gov/forms>, and more information about paying these fees can be found at <http://www.uscis.gov/fees>. In addition, any out-of-pocket costs other than postage fees exceeding \$100 must be paid by the client and/or third-party payer.
10. Premium Processing – Premium Processing is currently unavailable for NIW petitions. (See <https://www.uscis.gov/forms/how-do-i-request-premium-processing>.) However, in the event that Premium Processing becomes available, and upon attorney consultation the client still wishes to do so, the attorney agrees to submit a Premium Processing request at no additional charge to the client (of course, client must cover the necessary USCIS fee).
11. Client Documents – Our firm retains 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. It is the client’s responsibility to request his or her file if he or she wishes to keep it. Additional fees for photocopying and mailing may apply.
12. 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 fees may be required to restart the case.

In addition, 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.

13. Refunds – Since we are charging fixed fees and not hourly fees, the client generally saves considerably. In the event the client wishes a refund, deductions from the amount paid will be made as follows:
- a. Time spent by Attorney Zitzkat will be billed at \$400 per hour.
 - b. Time spent by Attorney Zitzkat’s Assistants will be billed at \$250 per hour.

Proprietary material, such as specimen letters sent to the client are agreed by both parties to have a value of one half of the fee (\$2,250). In the event the letters have been sent to the client, both parties agree that the amount of \$2,250 will have been earned and will not be refunded. If one of the I-140 petitions is ready to be filed, it is agreed by both parties that the entire fee (\$4,500) has been earned, and will not be refunded.

Furthermore, the client agrees that he or she will participate in good faith in the preparation of the petition and other materials. It is agreed that the client will not wait an unreasonable amount time before beginning work on letters and other documents necessary to procure in order to file this petition. If the client has not filed within two years of the date the full payment was made, the client may be charged additional fee to account for possible higher costs, new laws governing the case, new USCIS policies making approval more difficult, the fact that work may have to be repeated, more time may have to be spent or other factors that may influence the amount of work done had the client finished the case in a two year period.

When the client requests a refund, that is the only time the hourly rates or values of proprietary materials or preparation of a case for filing will be taken into consideration. If no refund is requested, the fees are fixed, as stated under FEES AND PAYMENT.

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.

Client Signature: _____

Print Name: _____

Date: _____

Attorney Signature: _____
Attorney W. David Zitzkat

Date: _____

Third-Party Payer Supplement

A third-party payer situation exists when the person paying the attorney fees and the person benefiting from the petition are different. Generally, this happens when a company or university sponsors, and pays for an employee.

Please be aware that potential conflicts of interest could arise during the course of representation, which could result in the attorney being forced to either withdraw from representation, or to get permission of both the third-party payer and the beneficiary in order to continue. Potential conflicts in 3rd party payer situations can occur when the payer changes his mind about the payment, or the amount of payment, continuing the client's employment, changing job duties, doing advertising, if necessary, following Federal Regulations concerning advertising or other requirements such as posting of salary, when necessary, paying fees for spouse or children.

When such a conflict of interest occurs, the attorney must disclose this conflict to both parties, and obtain the written permission of both parties to continue representation. If such permission cannot be obtained, the selected attorney may be forced to withdraw representation from both parties.

I understand the nature of conflicts that might arise where there the beneficiary of the immigration process is not also the person paying for the services. I understand that should such a conflict arise, then the attorney may be required to withdraw from the case.

Beneficiary of Process

Signature: _____

Print Name: _____

Date: _____

Third-Party Payer

Signature: _____

Print Name: _____

Organization: _____

Date: _____