

LAW OFFICES OF
KENDRA S. HELD
ATTORNEY - AT - LAW

Scope of Representation

You have chosen the Law Offices of Kendra S. Held, Esq. (“us,” “we” or “the Law Office”) to assist you with your company’s immigration needs, including but not limited to the following: preparing and filing petitions for nonimmigrant and immigrant visas on behalf of your employees, responding to government requests for additional information, and providing strategic legal advice on immigration options and requirements. This and any additional work you request us to perform in the future will be governed by the terms of this engagement letter, unless we agree otherwise in writing.

The Law Office works in coordination with Immigration Support Services (ISS) to provide a comprehensive service specifically designed for swift, economical and compliant visa services tailored to your business needs. As separate legal entities, the Law Office and ISS find it mutually beneficial to cooperate symbiotically in providing a comprehensive suite of services. In this way, the Law Office and ISS work together to provide businesses and institutions with all the tools and services needed to successfully obtain the visas and work authorizations necessary to employ foreign national employees.

As a Client of the Law Office, we rely on your cooperation to provide effective representation. By signing this agreement, you agree to provide accurate and complete information at all times and promptly inform us of any facts or new developments that may affect our representation, including but not limited to, any changes in your contact information.

Fees

The Law Office bills for its transactional services on a flat fee basis and such fees are included on a single invoice from ISS. We will quote flat fees for any future transactional work not reflected in the ISS fee schedule (such fees include appeals to the Board of Labor Certification Appeals (BALCA) and to the Administrative Appeals Office (AAO), and any global immigration services).

By signing this letter, you acknowledge and accept responsibility for payment of said attorney’s fees and costs, which are incorporated into a single invoice. Payment is expected pursuant to the terms indicated on the invoice. If payment is not received timely, we reserve the right to charge interest and, to the extent permitted by applicable bar rules, withdraw from representation.

Joint Representation and Conflicts of Interest

Representation in the employment-based immigration context often involves “joint representation” of the employer and the employee. In this instance, your firm is engaging the Law Offices of Kendra S. Held, Esq. to provide a service for your employee(s). Each party should be made aware that they have the right to retain separate counsel. However, if the parties choose to have the Law Offices of Kendra S. Held, Esq. represent all of them in the agreed upon immigration services, this means that under the applicable bar rules the Law Offices of Kendra S. Held, Esq. may have an attorney-client relationship with your company and your employee(s). At present, we see no conflict with representing all parties

involved; however, joint representation can present a number of risks, including but not limited to the following:

- Confidentiality and privilege – Confidentiality and attorney-client privilege generally does not apply between jointly represented clients. This means that we will normally disclose information we receive from one party to the other party involved in this representation. There may, however, be instances when we may be able to keep information one party shares confidential at that party's request. This would include, but is not limited to, certain financial information, intended employment actions, and mergers and acquisitions.
- Conflicts and possible withdrawal - Joint representation requires that all clients take common positions as to all issues. A conflict of interest between a jointly represented employer and employee in the employment-based immigration context is relatively rare. It can occur, however, where, for example, the employer seeks to terminate the employee, the employee seeks other employment, or when the employee has personal situations that he or she does not want disclosed to the employer but which impacts his or her eligibility for immigration benefits. If a conflict of interest occurs, it may not be possible for us to continue representing all parties involved in the particular matter.
- Consent should a conflict occur – Depending on the nature of the conflict, we may withdraw from representing some or all parties on that particular matter. Likewise, you or your employee(s) may decide to withdraw from representation. By signing this agreement, you agree and consent that should a conflict arise we may, in our discretion and as appropriate under the applicable rules of professional responsibility, choose to withdraw from that matter. Withdrawing from one matter, however, does not preclude representation from continuing on other matters with the company and other employees.

We encourage you to discuss these risks and any other questions you may have about joint representation with your own separate legal counsel and to make sure you are comfortable with proceeding. By signing this agreement, you acknowledge that you understand and accept the risks associated with joint representation and wish to proceed with the Law Offices of Kendra S. Held, Esq. representing your company.

Privacy Policy

We value and respect your privacy and we realize that you and your employees may be sharing a great deal of personal and confidential information with us during the course of this engagement. We are committed to keeping personal information and data secure and have implemented appropriate information security policies, rules, and technical measures to protect the personal information that we have under our control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. We do our utmost to ensure the privacy of the data that clients share with us, including encryption of email, encryption of data stored in the databases we use, and safeguards to protect unauthorized access to servers where data is stored.

We will only share your confidential information with authorized third parties as necessary to carry out representation for which we are retained, or as required by law, legal process, or the rules of professional conduct. Authorized third parties include the following: a) government agencies and their representatives (including outsourced agents appointed by the government); b) translators, academic credentials evaluators or similar service providers engaged to provide required information for an immigration filing; c) IT support service providers and document and information storage providers; d) outside counsel, accountants and other third party experts, as necessary; and e) couriers engaged to deliver documents (all documents will be sent in sealed envelopes or packages via traceable means).

Retention, Delivery and Destruction of Files

The Law Office operates as a paperless office as much as feasibly possible. We scan and store client files in electronic PDF format and destroy hard-copy files, with the exception of original vital records or other original government documents. We retain all relevant client files for a period of at least five (5) years following the termination of the representation and may thereafter destroy the files without further notice. At any time during this period you may request copies of the PDF file, which will be provided in electronic format.

No Guarantees

Although we will make every effort to ensure that the outcome of your immigration matters are positive and result in the grant of the desired nonimmigrant or immigrant visa, we are not able to guarantee the outcome of any case. The adjudication of immigration cases is at the sole discretion of the appropriate government authorities.

Choice of Law

This agreement is governed by the laws of the Commonwealth of Pennsylvania, U.S.A.

Termination of Representation

You may terminate this representation at any time. Likewise, we may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause may include, but is not limited to: a) failure to pay any bill when due; b) failure to disclose material information; or c) the emergence of circumstances that would render our continued representation unlawful or unethical.

By clicking “I agree” and proceeding with a case initiation, you are hereby agreeing to the terms outlined in this agreement.