



CHARLES H. KUCK

E-Mail: ckuck@immigration.net

July 13, 2020

***RE: ENGAGEMENT AGREEMENT between Kuck Baxter Immigration LLC and  
(fill in your name)***

Dear Client:

### **Scope of Representation**

Thank you for seeking our assistance. We are proud of our reputation and the efforts we take to represent all of our clients effectively and zealously. In order for you to understand your obligations when hiring us to represent you, and so that we both understand the terms and limits of this representation, it is our policy to confirm our representation in writing. This letter sets forth the general terms of our representation. Please excuse the formality of this letter, but we believe that it helps to avoid future misunderstandings if we are all clear from the outset about the scope and terms of our engagement.

Kuck Baxter Immigration, LLC will provide legal services in the highly specialized area of immigration law. The scope of representation you have asked us to undertake is the filing of a federal complaint with the U.S. District Court. This representation does not include representation on the denial of the case (if any) or an appeal of the decision or notice of findings, unless we mutually agree, or in connection with any additional work not detailed above, including any requests for evidence or for additional information by the government agencies involved in this matter.

**Please understand that only matters outlined herein are on a Pro Bono basis. This means we will not charge attorney fees for the above described services. Although we are filing this complaint on a Pro Bono basis, we may be seeking attorney's fees from the United States government under the Equal Access to Justice Act ("EAJA"), and by signing the agreement, you agree that any EAJA fees will be used to reimburse the firm for time spent on the matter.** This representation does not include representation on an appeal, unless we mutually agree, or in connection with any additional work not detailed above, including any requests for additional information by the U.S. Citizenship and Immigration Services USCIS.

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### **Your Duty to Provide Information and Cooperate With Us**

We, as your attorneys, strive to provide the highest quality of services, and we expect from our clients the highest degree of cooperation and assistance. You agree to fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all information necessary for your defense.

Failure to provide such information could prejudice your case and ultimately reduce the effectiveness of our representation.

Please know that it is very important to us that you receive excellent service and responsiveness from our firm. Because I am often scheduled for meetings in and out of the office, you may not always be able to reach me immediately by telephone or email. While I do receive my phone messages regularly and will make every effort to return your call within 24 hours, our paralegals and legal assistants will often be able to answer questions you may have about your matter. I encourage you to speak to them directly should you be unable to reach me.

### **No Guaranty**

No law firm or attorneys, including our Firm and our attorneys, can guarantee the outcome of any legal matter. Thus, although an attorney or attorneys of our Firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. You acknowledge that the Firm has made no promises about the outcome, and that any opinion offered by the Firm or any of its attorneys will not constitute a guaranty.

You agree to cooperate with us and also agree that you will keep us advised of any changes in your address, telephone numbers, employment and other circumstances bearing on your case. You also agree to complete and execute petitions and applications as required and obtain as soon as possible all documents that may be necessary to complete and effectuate the successful conclusion of your case.

### **Termination of Representation**

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks on your behalf.

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However, the law allows a client the right to terminate the representation of an attorney or law firm at any time. Subject to our giving you reasonable notice for you to arrange alternative counsel, our Firm reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time when we feel our relationship with you puts us in violation of the ethical principles and standards, or at any time termination of the relationship is required or permitted by law.

All files and/or documents retained at the Firm relating to your representation are and remain your property, as the client, except for the Firm's internal and/or administrative documents, such as attorney time sheets. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. The Firm reserves the right to photocopy the client's files at the client's expense.

We reserve the right to destroy all files seven years after the cessation of representation in a matter unless you request their return. In the event you choose to change representation to any attorney outside this Firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

### **If a Dispute Arises Between Us**

We appreciate the opportunity to serve as your attorneys and look forward to a professional and mutually beneficial relationship. However, in the event you become dissatisfied with any aspect of our relationship including, for example, the quality or adequacy of our representation or the fees charged we encourage you to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by good faith discussion between us.

Nevertheless, it is always possible that a dispute may arise which cannot be resolved by discussion between us. In such an event, we will first comply with any mandatory dispute resolution procedures, which may apply to any such dispute.

If mandatory dispute resolution procedures regarding our fees or costs have been waived or exhausted or a dispute exists between us regarding a claim that any legal services rendered by an attorney, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual, legal, or ethical duty, you and the Firm agree that the dispute will be submitted exclusively to final and binding arbitration.

In arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

It is further agreed and understood that initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. In cases in which the amount in controversy is \$100,000 or greater, each party shall select a party arbitrator. These party arbitrators shall then select a retired judge or justice as a neutral arbitrator.

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The three arbitrators shall decide all disputed matters and render an award. If the amount in controversy is less than \$100,000, the matter shall be decided by a single neutral arbitrator who shall be a retired judge or justice. Any legal or arbitral proceedings hereunder may be commenced where the Firm performed the majority of the legal services, which are the subject of the dispute or where payment of fees and costs for those services is due. Arbitration shall be in accordance with the law of the state in which the proceedings are commenced.

You are free to discuss the advisability of arbitration with us or your independent counsel or any of your other advisors and to ask any questions which you may have prior to signing this agreement.

#### **Retention of Files**

**You agree that we may, in our discretion, maintain all or part of your client file (including all documents, pleadings, correspondence and other papers) in electronic format, except for physical evidence and other materials that cannot be saved electronically. You also agree that, once our services in this matter are complete and following termination of our professional relationship, we shall not be required to maintain your client file for more than two (2) years. If at any time you request your client file, you agree that delivery to you of an electronic version of your client file (together with any physical evidence or other materials that cannot be saved electronically) satisfies our obligation to release to you all client papers and property. Upon the expiration of two years after termination of our relationship, you agree that we shall be free to destroy your client file, including all electronic data. We may also discharge our obligation to maintain your client file prior to the expiration of two years by mailing a copy of the file to you at your last known address.**

#### **Acknowledgment of This Agreement**

*Please acknowledge this agreement by signing and returning it to us*, keeping a signed copy for your records. This fee agreement does not indicate representation of you by our firm until the fee agreement is signed and returned to us. We appreciate the confidence you have in Kuck Baxter Immigration, LLC. We look forward to serving you.

Very truly yours,



**CHARLES H. KUCK**

APPROVED, ACCEPTED AND AGREED TO THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**PLEASE PRINT AND SIGN FULL LEGAL NAME AND DATE**

CHK/dmc