

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

**FLAT FEE AGREEMENT WITH MANDATORY ARBITRATION CLAUSE**

(The enlarged version of this Agreement is viewable at [www.EloyImmigration.com](http://www.EloyImmigration.com))

CLIENT, personally and/or through the non-client undersigned Third Party, first having obtained advice of an independent counsel (who explained terms of this Agreement to CLIENT), retain the limited liability company MARINA ALEXANDROVICH, ESQ., PLLC ("FIRM") and agrees to the terms of representation set herein:

**1. CLIENT is:** \_\_\_\_\_ . Third Party is not a client. CLIENT consents that the Third Party may pay FIRM.

**2. Scope of representation is limited to:** \_\_\_\_\_

!!!! THE SCOPE OF REPRESENTATION EXCLUDES WORK ON ANY ADMINISTRATIVE OR JUDICIAL APPEALS, MOTIONS TO RECONSIDER, REOPEN OR REMAND !!!!

**3. Flat Fee is limited to \$** \_\_\_\_\_ (\_\_\_\_\_). Down payment is \$ \_\_\_\_\_, remainder payable per the payment schedule below. Flat fee is a payment for the FIRM'S promise of availability and not advanced payment and, as such, is earned upon receipt. Unearned portion of fees is refunded upon termination of this Agreement. FIRM accelerates payments upon completion of the scope of representation.

**4. Expenses** are paid by CLIENT on top of the flat fee. CLIENT agrees to prepay or reimburse any applications fees and expenses for mailing, photocopying (\$ 0.5 per page), long distance and international calling, translator's or interpreter's services, notarization. Application fees and expenses are not covered by the FIRM's flat fee and paid by CLIENT on top of the FIRM's flat fee.

**5. Covenant of Non-Disclosure.** FIRM shall not disclose to any person or entity, or use for its own benefit any information acquired from CLIENT without the CLIENT's prior consent, unless the work ordered implies that such disclosure is necessary in order to do the work done and, except when FIRM has a right to collect an unpaid fee or institute any other administrative or legal actions against CLIENT. See Arbitration Policy on reverse page. FIRM shall not release the CLIENT's file to the Third Party or any CLIENT's family member or friend unless CLIENT gives informed consent to release his file.

**6. Mandatory Arbitration.** All disputed matters (including any torts except the ones ethically prohibited) related to this Agreement MUST be submitted to a final and binding arbitration in accordance with the rules of the American Arbitration Association. Pursuant to the State Bar of Arizona ethics opinion 94-05 of 3/1994 retainer agreement may include the mandatory arbitration clause. The mandatory arbitration of this Agreement is fair and reasonable to CLIENT because it does not limit the attorney's liability to CLIENT, the promise to arbitrate disputes is mutual and CLIENT benefits from certainty that FIRM waived its right to sue CLIENT for unpaid fees or other matters, the Arbitration Policy is disclosed to CLIENT in writing in advance, CLIENT freely agreed to the mandatory arbitration upon first obtaining the advice of an independent counsel, and because the CLIENT benefits from the low fee on the FIRM's services as the flat fee under this Agreement is kept low in consideration of CLIENT's agreement to submit disputes to mandatory arbitration and waive costly litigation. Advantages of arbitration over litigation include quick dispute resolution, less publicity, low arbitration costs comparing to costs of litigation, and assurance that FIRM mutually waived suing CLIENT in exchange for the CLIENT's promise not to sue FIRM. Disadvantages of arbitration to CLIENT are that by agreeing to mandatory arbitration CLIENT waives the right to have the dispute resolved by jury trial, the initial arbitration fee may exceed the initial court fee for initiating litigation, it may be more difficult and/or expensive to find a lawyer for an arbitration matter. Costs of arbitration are expected to be less than those of litigation, there shall be one impartial arbitrator who shall be chosen by the arbitration association with neither CLIENT nor FIRM having input towards the choosing of the arbitrator, and CLIENT knows upfront that dispute resolution is limited to arbitration and freely enters into this Agreement upon consulting with an independent counsel. Arbitrator awards punitive damages only if believes beyond a reasonable doubt that the party in the wrong acted with malicious intent to breach a contract or if CLIENT wrongfully avoided or significantly delayed payment of FIRM's fee. See explanation of the Arbitration Policy on the reverse page. This is a covenant not to sue. All disputes must be resolved by arbitration. CLIENT had consulted with an attorney outside this FIRM and, upon legal counseling by that attorney, resolved to consent and agree to arbitrate any disputes relating to this Agreement and to knowingly waive any law suite against this FIRM. Neither Party shall have a right to a judicial adjudication of any and all disputes arising out or related to this Agreement.

**7. Agreement terminates** upon completion of scope of representation, if CLIENT fires FIRM, or FIRM withdraws representation. FIRM may withdraw from representation for lawful reasons (non-payment, noncompliance, harassment, unlawful acts) and, if applicable, upon permission of a court. CLIENT has the right to fire FIRM at any time, without a penalty, in which event FIRM would refund the unearned portion of the paid fees to CLIENT.

**8. Look Back fee review** must be conducted by FIRM upon termination of this Agreement. FIRM must refund any unearned or excessive fees. CLIENT agrees that reasonable fee is \$350 per every hour expended by FIRM under this Agreement and not to exceed the flat fee set forth in this Agreement.

**9. Governing Law.** This Agreement and all future dealing between CLIENT and FIRM shall be construed in accordance with the domestic laws of Arizona, where this FIRM is formed, including its principal of conflict of law and the Federal Arbitration Act. See Arbitration Policy.

**10. Arbitration Policy.** Please read this provision of this Arbitration Policy carefully and secure representation by an independent lawyer to assist you in considering whether to agree to the terms of this Agreement and Arbitration Policy. The Arbitration Policy provides that any dispute between the parties of the Flat Fee Agreement must be resolved by binding MANDATORY (!) arbitration. Arbitration replaces the right to go to court, including the right for a jury trial and/or the right to participate in a class action and/or similar proceedings. In arbitration, a dispute is resolved by an arbitrator instead of a judge and/or jury. Arbitration procedures are similar and more limited than court procedures. **Matters subject to the binding arbitration:** all matters other than initial motions in equity filed under exigent circumstances. There matters include, but are not limited to, all and any matters related to the application, enforceability, and/or interpretation of the Flat Fee Agreement and this Arbitration Policy; all and any matters of reimbursement and/or advancement of arbitration fees; all and any matters of professional misconduct, negligence, incompetence, ineffective assistance, misrepresentation, bad faith, intentional infliction of emotional distress, reckless endangerment, breach of contract, improper disclosure, defamation, malicious persecution; all and any matters of ethical violations and/or misconduct, prejudice, discrimination, sexual harassment, alienation of affection; all and any matters of improper disclosure, breach of attorney-client privilege, breach of fiduciary duty, professional misconduct, consumer and/or insurance fraud, misappropriation of funds, legal and/or medical malpractice; all and any torts whatsoever without exclusion and/or limitation; all and any matters of fee disputes and/or disgorgement of fees; all and any matters that may arise between the parties; all and any matters that may be brought up based on any legal theory whatsoever, whether know or unknown. Not only all and any claims arising between the parties of the Retainer Agreement, but also all and any claims arising between agents, associates, employees, representatives, attorney-in-facts, affiliated persons and/or companies, predecessors, successors, heirs, heir assignees, trustees in bankruptcy of the parties of the Agreement. **Governing Law.** The binding arbitration provisions are governed by the Federal Arbitration Act. **Broadest interpretation:** any questions about whether claims and/or matters are subject to binding arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. **Arbitration firm:** The American Arbitration Association.

**11. Joint Representation:** we (IF APPLICABLE) \_\_\_\_\_, consent (based on our informed knowledge of the consequences and potential disadvantages of joint representation to our joint representation, and the procedures FIRM will follow in the event either CLIENTs, or FIRM, subsequently determine that a conflict of interests arises that makes continued joint representation impossible) to our joint representation by FIRM and agree that no actual dispute/conflicts of interests now exist between us and no reasonably foreseeable conflict of interests will be developed, and that we both have the same general objective of obtaining the appropriate immigration benefit through the scope of representation set forth.

Payment Due Date	Payment Amount
1.	
2.	
3.	
4.	
5.	
6.	

Signed: \_\_\_\_\_