

## RETAINER AND HOURLY FEE AGREEMENT

1. Parties to the Agreement. The parties to the Agreement are Wilner & O'Reilly and Davis Joint Unified School District. At times, Wilner & O'Reilly might be referred to as the "lawyers" or "firm", while Davis Joint Unified School District might be referred to as "Client".
2. Conditions. This Agreement will not take effect, and we will have no obligation to provide any legal services, until you return a signed copy of this agreement.
3. Scope of Engagement and Services. Client retains and employs Wilner & O'Reilly to provide general legal advice and counsel of a continuing nature pertaining to U.S. immigration and nationality law.
4. Duties of the Clients. We will endeavor to represent you, competently in accordance with reasonable legal and ethical standards. You agree to cooperate with us, to keep us informed of developments, to abide by this Agreement, and to pay our bills on time.
5. Legal Fees. Legal services will be billed accordingly to the 2020 Fee Schedule enclosed herewith.
6. Retainer: A retainer is not required. We will invoice you accordingly.
7. Costs, Disbursements and Other Charges. We will incur various costs and expenses in performing legal services under this Agreement. You agree to arrange to pay those costs and expenses in addition to the hourly fees. Costs and expenses commonly include mail charges, be they overnight or otherwise, long distance telephone calls, photocopies and travel. While no other costs are contemplated at this time, of course, things may change. Any changes would or unusual expenses would receive your prior approval before incursion.
8. Periodic Statements and Billing Terms. Our practice is to send monthly statements for services rendered during the previous month or months and for disbursements incurred for our clients' account. The detail in the periodic statement will inform you of both the nature and progress of work and of the fees and disbursements being incurred.

Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event, no later than thirty (30) days thereafter.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and disbursements charged for those services. Therefore, if you have any question about or objection to a statement or the basis for our fees to you, you should raise it promptly for discussion. You should direct all such inquiries to Chien-Yu Michael Wang who will review all billings on the matter. Said review occurs prior to the bill(s) being sent, and will occur again should you wish to discuss any matter contained therein.

9. Termination of Representation. Client may at any time, express to the firm that it no longer desires its representation. Likewise, we can withdraw from representation of client.

10. File Retention Policy. Following termination of representation for any reason, including withdrawal of the Firm from representation, termination at client's request, or conclusion of the matter for which the Firm was engaged, the client's file shall be closed. Upon closure, a copy of your file will be provided to you and any original documents in our possession will be returned to you. We do not keep a complete copy of your file and whether or not we retain copies of specific documents is in our sole discretion. In the event that we elect to destroy copies of documents that we may possess, be they hard copies or electronically stored versions of the same, destruction of documents is performed in a manner that preserves client confidentiality.

11. Disclaimer of Guarantee. Client understands that the Firm has made no representation or guarantee concerning the favorable outcome of the legal matters covered under this Agreement, and future services, nor the actual expense of our services

12. General. This Agreement is deemed to have been executed, and is intended to be performed in the State of California, subject to its laws, regardless of whether services are actually rendered outside of the State.

13. No Promises and Warranties. No promise, representation or warranty has been made by or for the Firm in respect of this Agreement, except as appears in this document. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this Agreement and you have availed yourself of that opportunity to the extent that you deemed appropriate.

14. Legal Malpractice Insurance. Business and Professions Code § 6148 requires that this Agreement contain a representation concerning the Firm's errors and omissions insurance (legal malpractice insurance). You are advised that as of the date of this letter, the Firm has coverage applicable to the services to be rendered pursuant to this Agreement.

15. Dispute Resolution. Any dispute which may arise with respect to this Agreement, without limitation, will be resolved pursuant to the laws of the State of California. The forum for venue for the judicial resolution of such dispute shall be proper only within the County of Orange, California.

16. Modification in Writing Only. No variance, change, modification or augmentation of this Agreement shall be effective unless and until confirmed in a writing signed by the Firm and the Clients making express reference to this Agreement. This document embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract supersedes all previous communications, representations, or other agreements, either verbal or written, between the Firm and the Clients, including, but not limited to, the prior written retainer agreement(s) between the Firm and the Clients.

17. Binding Arbitration. If any dispute arises out of, or related to any claimed breach of this Agreement or any other disagreement of any nature, type or description – between attorney and client – regardless of the facts or legal theories that may be involved, such dispute shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association in effect at the time the proceeding is initiated. The hearing shall be held in the Los Angeles

offices of the American Arbitration Association. Although each party to the arbitration shall bear its own costs in connection with the arbitration, the prevailing party shall recover its reasonable attorney's fees. This means that if you win, we pay your attorney's fees and that if we win, you pay ours. If a dispute arises as to whether the dispute is subject to binding arbitration, said dispute shall likewise be resolved by binding arbitration. This binding arbitration clause shall not apply to disputes under \$5,000. This binding arbitration clause is not intended to interfere with California Business and Professions Code §6200. Instead, if the client to the attorney-client fee agreement wishes to arbitrate a fee dispute with the State Bar of California, attorney acknowledges that participation in the State Bar arbitration program is mandatory if commenced by client. However, if client opts out of §6200, attorney and client agree that this binding arbitration clause governs any and all other disputes. The parties to this Agreement acknowledge that they are giving up any right they may have to a court or jury trial concerning issues of malpractice or other disputes over \$5,000.

18. This Agreement May Be Signed in Counterparts and Facsimiles. This Agreement may be signed in counterpart. Facsimile signatures of the Firm and the Clients shall be effective as original signatures.

19. Future Services. This Agreement will also apply to services rendered for any other matters that we may handle for you in the future.

Thank you for choosing our firm to represent you. We look forward to working with you towards a positive solution. In the meantime, please do not hesitate to contact me personally. In any event, I remain

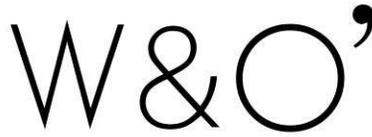
Cordially yours,



CHIEN-YU MICHAEL WANG

Accepted and agreed to:

By: \_\_\_\_\_  
JOHN A. BOWES, Ed.D.  
SUPERINTENDENT



WILNER & O'REILLY  
IMMIGRATION LAWYERS

333 CITY BLVD. W., SUITE 1918  
ORANGE, CALIFORNIA 92868  
TELEPHONE 714.919.8880 FACSIMILE 714.919.8881

## 2020 FEE SCHEDULE

### A. E-3 VISAS FOR TEMPORARY WORKERS (Nationals of Australia Only)

1. Legal Fees: Legal fees are \$2,000 (change of status/consular process). These legal fees include dependents.
  - a. Response to Request for Evidence: \$500
  - b. Assistance with Consular Processing: \$500
  - c. EAD (Employment authorization document for Spouse): \$ 450
2. Filing Fees:
  - a. Form I-129: \$460 (If changing status)
  - b. I-539 (Dependent change of status): \$370
  - c. Biometric Fee for Derivatives: \$85 (each)
  - d. I-765 (Employment authorization): \$410
  - e. *There are no filing fees associated with a E-3 petition if the Applicant is consular processing.*

### B.H-1B FILINGS

3. Legal Fees: Legal fees for H-1B are \$3,000 per application. These legal fees include dependents.
  - a. Response to Request for Evidence: \$500
  - b. Assistance with Consular Processing: \$500
  - c. H-1B Amendments: \$1,000
4. Filing Fees:
  - a. Form I-129: \$460
  - b. I-539 (Dependent change of status): \$370
  - c. Biometric Fee for Derivatives: \$85 (each)
  - d. Fraud Prevention and Detection Fee: \$500 (1st application only, not needed for extensions)

- e. ACWIA Special Education and Training Fee: \$1,500 because more than 26 full-time employees.
- f. Optional (when available) \$1,440 for Form I-907 premium processing application (decision within 15 days).

### **C. PERMANENT RESIDENCY (“GREEN CARD” APPLICATION) FILINGS**

5. PERM (LABOR CERTIFICATION): Legal fees are \$4,000 per Labor Certification.

a. Response to a Department of Labor Audit in conjunction with PERM is \$750.

a. I-140 Petition with USCIS:

- i. Legal Fees under EB 2-3 category: \$2,500 per application
- ii. Legal Fees under EB-1 category: \$5,000 per application
- iii. Optional \$1,410 for Form I-907 premium processing application (decision within 15 days).

b. I-485, Application for Lawful Permanent Residency:

- i. Legal Fees: \$2,500 for principal applicant; \$1,000 for spouse and \$750 for each child.
- ii. Filing Fees: \$1,225 for principal applicant and spouse; \$1,225 and for children under 14 \$750

### **D.TN FILINGS (Nationals of Canada and Mexico only)**

6. Legal Fees: Legal fees for TN are \$2,000 per application.

c. Filing Fees (only if change of status in the U.S):

- a. Form I-129: \$460
- b. Form I-539: \$370 (Dependent change of status)
- c. Biometric for Derivatives: \$85 (each)
- d. Optional \$1,440 for Form I-907 premium processing application (decision within 15 days).
- e. *There are no filing fees associated with a TN petition if the Applicant is consular processing.*

### **E. GENERAL ADVICE AND COUNSEL**

Billed hourly. Partners bill at \$550 per hour while associate time ranges from \$295-400.