

Limited Retainer Agreement

Gehi Legal Services, PC

Citizenship Selfie

ATTENTION: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ IT CAREFULLY AND YOU MAY WISH TO HAVE IT REVIEWED BY INDEPENDENT COUNSEL BEFORE SIGNING.

1. PREFACE

1.1 THIS AGREEMENT dated this _____ is entered into between Gehi Legal Services, PC, referred to in this agreement as "the Law Firm", {or as "we" or "us"}, and _____ referred to in this agreement as the "Client," {or as "you.}"

1.2 The Client affirms that the information provided to the Law Firm is true and accurate to the best of their knowledge.

1.3 The Law Firm makes no guarantee as to the success of the Client's application for United States Citizenship.

1.4 By signing this agreement the Client affirms the following statements to be true and accurate:

I have not made any misrepresentations in my naturalization application.

I have never claimed to be a US citizen.

I have never registered to vote in a US election (national, state, local elections).

I have filed my tax returns with the IRS yearly, have paid all my taxes and am not in arrears on my taxes.

Since I have become a US permanent resident, I have never listed myself as a 'non-resident' on my taxes.

I do not suffer from mental defects.

I have never been a member of the Communist party, a totalitarian party or a terrorist organization.

I have never advocated the overthrow of any government by force or violence.

I have never persecuted (directly or indirectly) any person because of race, religion, national origin, membership in a particular social group, or political opinion.

Between March 23, 1939 and May 8, 1945, I did not work for or associate in any way (either directly or indirectly) with the Nazi government of Germany, any government in any area occupied by, allied with, or established with the help of the Nazi government of Germany, or any German, Nazi, or S.S. military unit, paramilitary unit, self-defense unit, vigilante unit, citizen unit, police unit, government agency or office, extermination camp, concentration camp, prisoner of war camp, prison, labor camp, or transit camp.

I have never been involved in any way with Genocide, torture, killing, or trying to kill, someone, badly hurting, or trying to hurt, a person on purpose, forcing, or trying to force, someone to have any kind of sexual contact or relations, not letting someone practice his or her religion.

I have never been a member, served in, helped or participated in a military unit, paramilitary unit, police unit, self-defense unit, vigilante unit, rebel group, guerilla group, militia, insurgent organization.

I have never been a worker, volunteer, or soldier nor have I served in a prison or jail, prison camp, detention facility, labor camp, any other place where people were forced to stay.

I have never been a part of or helped any group, unit or organization that used a weapon against any person, or threatened to use a weapon against a person.

I have never sold, given or provided weapons to any person, or help another person sell, give or provide weapons to any person.

I have never received any type of military, paramilitary, or weapons training.

I have never recruited, enlisted (signed up), conscripted (required), or used any person under 15 years of age to serve in or help an armed force or group.

I have never used any person under 15 years of age to do anything that helped or supported people in combat.

I have never committed, assisted in committing, or attempted to commit, a crime or offense for which I was not arrested.

I have never been arrested, cited, or detained by any law enforcement officer (including any immigration official or any official of the U.S. armed forces) for any reason.

I have never been charged with committing, attempting to commit, assisting in committing a crime or offense, or been convicted of a crime or offense.

I have never been placed in an alternative sentencing or a rehabilitative program (for example, diversion, deferred prosecution, withheld adjudication, deferred adjudication).

I have never received a suspended sentence, been placed on probation, or been paroled, been in jail or prison.

I have never been a drunkard, a prostitute, or procured anyone for prostitution, sold or smuggled controlled substances, illegal drugs, or narcotics, been married to more than one person at the same time, married someone in order to obtain an immigration benefit, helped anyone to enter, or try to enter, the United States illegally, gambled illegally or received income from illegal gambling, failed to support my dependents or pay alimony, lied to receive a public benefit in the United States.

I have never given any U.S. Government officials any information or documentation that was false, fraudulent, or misleading.

I have never lied to any U.S. Government officials to gain entry or admission into the United States or to gain immigration benefits while in the United States.

I have never been, or ordered to have been, removed, excluded, or deported from the United States

I have never been placed in removal, exclusion, rescission, or deportation proceedings.

I have no removal, exclusion, rescission, or deportation proceedings (including administratively closed proceedings) currently pending against me.

I have never served in the U.S. armed forces.

I am not currently a member of the U.S. armed forces.

I have never been court-martialed, administratively separated, or disciplined, or received anything other than an honorable discharge, while in the U.S. armed forces.

I have never left the United States to avoid being drafted in the U.S. armed forces.

I have never applied for any kind of exemption from military service in the U.S. armed forces.

I have never deserted from the U.S. armed forces.

I have never been discharged from training or service in the U.S. armed forces because you were an alien.

If I am a male who lived in the United States at any time between my 18th and 26th birthdays and I was a lawful immigrant (example, lawful permanent resident), I either registered for the Selective Service or did not register and:

(a) I am filing under INA section 319(a), am 29 years old and have attached a statement explaining why I did not register, and provided a status information letter from the Selective Service.

(b) I am 26 to 31 years of age, am not filing under INA section 319(a) and have attached a statement explaining why I did not register, and provided a status information letter from the Selective Service.

I support the Constitution and form of Government of the United States.

I understand the full Oath of Allegiance to the United States.

I am willing to take the full Oath of Allegiance to the United States.

If the law requires it, I am willing to bear arms on behalf of the United States, to perform noncombatant services in the U.S. armed forces and am willing to perform work of national importance under civilian direction.

☐ **I have read and affirm that the foregoing statements are true and correct to the best of my knowledge.**

1.5 Citizenship Selfie is the intellectual property of Gehi Legal Services, PC. Client understands and acknowledges that Gehi Legal Services, PC and Gehi and Associates, LLP are separate and distinct entities.

2. Nature of this Agreement

2.1 The Client retains the Law Firm for the limited purpose of rendering advisory services in connection with United States Citizenship and Immigration Services Form N-400, Application for Naturalization (hereinafter "USCIS Form N-400").

2.2 The Law Firm's representation is limited to Advisory Counsel.

2.3 Advisory Counsel in this agreement means the review of USCIS Form N-400 and sending an attorney representative to accompany the Client to

a USCIS field office for one interview in connection with the Client's application for naturalization.

2.4 Under this agreement the Client shall have access to the following features of the Citizenship Selfie platform:

Email support

English Language Videos

Videos in One Additional Language, Chosen by the Client from the List of Available Video Languages on Citizenship Selfie

Full assistance by the Law Firm, provided by email or through Citizenship Selfie's Messaging Feature, in the filling out of USCIS Form N-400, including mailing of USCIS Form N-400

Attorney Review

Study Materials

Attorney representation at one Naturalization Interview

The Client shall have access to the above for a period of 365 days, beginning from the effective date of this agreement. In the event that the Client's First Naturalization Interview date is scheduled beyond 365 days from the effective date of this agreement, the agreed upon attorney representation shall remain in effect unless the Client specifically chooses to discharge The Law Firm of such obligation.

2.5 The client is responsible for providing the information necessary to complete Form N-400. The production and filing of form N-400 will be handled by the Law Firm.

2.6 The Law Firm may, as necessary, refer the client's matter out to local counsel. The Client has the absolute right to accept or reject the representation of local counsel.

2.7 The Client understands that this agreement and any sums paid to the Law Firm pursuant hereto do not cover any services which are not specifically set forth above.

2.8 The client further understands that this agreement does not apply to any appeals or post-adjudicatory actions, proceedings, or applications and that, if such engagement were to be accepted by The Law Firm in the future, The Law Firm's representation would have to be secured by execution of another and separate Retainer Agreement. However, this retainer agreement in no way obligates The Law Firm to accept any such engagement in the future.

3. Terms of Representation

3.1 The Client understands that he or she is retaining the Law Firm, an organization consisting of a number of attorneys, law clerks, paralegals,

and support staff, all of whom function as an integrated team for the purpose of providing the most effective legal representation.

3.2 The client understands that no one particular member of the Law Firm is being retained but, rather, the Law Firm as an entity is undertaking legal representation of the Client pursuant to this agreement and that the Law Firm reserves the right to assign and delegate all aspects of such representation as the Law Firm, in its sole discretion, deems appropriate.

3.3 Such assignment and delegation may include, but is not limited to, preparation of pleadings, motions, disclosure demands and responses, settlement negotiations, preparation of agreements, preparation and conduct of examinations before trial, court appearances, trial work, and any other matter deemed by the Law Firm to be appropriately delegated.

3.4 Likewise, law clerks and paralegals are often called upon to assist in document production, file organization, preparation and review of financial statements and data, and such other duties as are assigned by The Law Firm.

3.5 It is further specifically understood and agreed that the undersigned partner will be in charge of, and responsible for, the administration of your matter, but it may well be assigned to an associate of this firm for day-to-day services, including, but not limited to, telephone calls and various paperwork. All of the same, however, shall be reviewed by the partner in charge.

3.6 The Law Firm may refer the Client's matter to outside, local counsel to represent the Client during the Client's N-400 interview. Such assignments will be made where it is impossible or impractical for The Law Firm to send counsel. In such event the Client has the absolute right to accept or reject assigned counsel. Should the Client reject all referral options the client will be entitled to a refund of \$350.00 to find independent counsel.

3.7 The client agrees to fully cooperate with any attorney, paralegal, clerk, or other member of the staff of The Law Firm in the administration of the case. The client also agrees to follow all instructions and advice which bear upon ethical, strategic, or tactical considerations or matters, as the same are determined solely within the discretion of the Law Firm.

3.8 In the event that the client fails or refuses to follow such advice or instructions of The Law Firm in any respect, the client agrees that such failure or refusal shall be good cause for the Law Firm to withdraw its representation and the client hereby consents that The Law Firm may so withdraw under such circumstances.

3.9 The Law Firm will keep the client informed of the status of his or her case. The client will be notified of any developments of substance

affecting the client's matter, including court appearances. Further, the Law Firm will conduct such meetings or telephone discussions with the client as may be required to keep the client apprised of such developments and will render such legal advice as necessary to permit the client to make informed decisions with respect to settlement issues, including an assessment of the risk which is inherent in litigation. The client will be provided with copies of all court documents and substantive correspondence affecting the client's case and the client is encouraged to retain the same for future reference.

3.10 The client understands that they may contact The Law Firm with questions regarding their matter. The client will receive such consultation time as is deemed reasonably necessary in the sole discretion of the responsible attorney.

3.11 The client understands that any additional phone time required will be subject to an additional fee set forth herein.

3.12 The client also understands that he or she may discharge the Law Firm at any time and, in such event, the client will be charged only for time and/or disbursements actually incurred by the Law Firm up to the point of discharge.

4. Payment of Fee

4.1 In order for us to begin our representation you have agreed to pay us and we have agreed to accept a retainer payment of \$2,499.00.

4.2 \$2,499.00 represents the entirety of the amount due for services rendered under this agreement.

4.3 The client agrees to pay the Law Firm the above minimum fee to secure the availability of the Law Firm relative to the matter described above. The client understands that the Law Firm is not obligated to render any services until this minimum fee is paid in full.

4.4 The client agrees to pay for any additional services of the Law Firm in accordance with the following schedule of rates:

Attorney: \$100.00 per 20 minutes

Paralegal: \$50.00 per 20 minutes

4.5 The client further understands that the hourly rates apply to all time expended relative to the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time,

travel time, and any other time expended on behalf of or in connection with the client's matter

4.6 A minimum of 1/3 of an hour is applied to all additional telephone call time charges and a minimum time charge of 1/2 hour is applied to all office meetings and conferences, irrespective of the actual time expended with respect thereto, unless the actual time expended exceeds the minimum, in which event the client will be charged for the actual time expended.

4.7 The rates set forth in this retainer agreement will remain in effect throughout the period of our representation for the matter set forth in this retainer agreement, unless changed by mutual consent of you and your firm, in which event any modification of the hourly rates shall be reduced to writing and signed by you and our firm.

4.8 Should additional services be required they will be subject to a separate fee and agreement.

4.9 The client understands that all payments made to The Law Firm are deemed earned when payment is made and are not held in escrow by The Law Firm.

4.10 The client understands that the above listed amount paid is only for the services to be rendered as set forth in this agreement and that it does not include the filing fees prescribed by USCIS which are to be paid separately, and such fees are the sole responsibility of the client.

4.11 At its discretion, Company may offer discounts or bonuses, through a special offer on its website or by email or any other means of advertising and promotion. As long as the special offer remains valid, the terms of any such offer will take precedence over this Agreement or the Company's standard prices, in the event of a conflict.

5. Withdrawal of Representation and Termination

5.1 You are advised that if this firm decides that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as your attorneys. In such event, you will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, we shall have the right, in addition to any other remedy, to seek a charging lien.

5.2 In the event that the client fails or refuses to follow the advice or instructions of the Law Firm in any respect, the client agrees that such failure or refusal shall be good cause for the Law Firm to withdraw its representation and the client hereby consents that the Law Firm may so withdraw under such circumstances.

5.3 This agreement will terminate naturally when the services set forth above and agreed hereto have been rendered by The Law Firm.

6. Security Interest

6.1 In the event that the client does not pay any balance due to the Law Firm within the time periods stated in this Retainer Agreement, the Law Firm may, at its option and as an accommodation to the client, agree to continue representation of the client if the client gives the Law Firm a security interest to protect the Law Firm's right to be paid. That security interest might take the form of a confession of judgment, or a mortgage upon specified property. The result of either such security interest would be that a lien would attach to the client's property and operate in favor of the Law Firm. If the security interest is a mortgage on the marital residence, such security interest shall be nonforeclosable; in other words, the Law Firm could not and would not force the sale of the marital home but, instead, would wait to be paid when the home is sold. In any event, however, the client understands that any such security interest can be granted to the Law Firm only with the permission of the court upon proper application and on due notice to the opposing party.

7. Fee Disputes

7.1 In the event of a fee dispute, the client has the right to seek arbitration, which is binding upon both the Law Firm and the client. Should the client wish to seek such arbitration, the client should notify the Law Firm of that fact, in writing, and the Law Firm will provide the client with the information required to file for such arbitration. The client understands that any decision which results from such arbitration is binding on both parties.

7.2 In such event of a fee dispute NY CRR §137.0, et seq., New York's fee dispute resolution program, shall govern.

8. Other Provisions

8.1 Client agrees to either store their documents on their personal computer system, such as a desktop or laptop. A separate fee will be charged for each document stored on Citizenship Selfie's server. Should Client opt to store their documents on Citizenship Selfie's server, Citizenship Selfie is not liable for the compromised privacy and security of Client's information in regards to Client's stored the information on Citizenship Selfie's server and after reasonable efforts to safeguard the information have been taken.

8.2 It is specifically acknowledged by you that this firm has made no representations to you, express or implied, concerning the outcome of the application presently pending or hereafter to be commenced between you and the United States Citizenship and Immigration Services. You further acknowledge that this firm has not guaranteed and cannot guarantee the success of any action taken by The Law Firm on your behalf during such period with respect to any matter therein.

8.3 The client understands that the action or inaction of previous counsel may limit or impair the effectiveness of the Law Firm as successor counsel.

8.4. File Retention. The Law Firm will retain your case file for seven (7) years. The term file in this case means only your completed form N-400, any additional documentation that is specifically reviewed by the attorney, and other documents that are required by law. Before your file is destroyed you will sent a notification of intent to destroy. You may, at this time or any other, request a copy a your file in a format of your choosing. A \$100.00 fee will be assessed for each copy of your file.

9. Acknowledgement

9.1 The client acknowledges that he or she has read this agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms.

9.2 The client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement.

9.3 The terms and provisions of this agreement shall be construed and governed in accordance with the laws of the State of New York.

9.4 You have the absolute right to cancel this retainer agreement at any time. Should you exercise this right, you will be charged as set forth in this retainer agreement by the minimum fee provision which is non-refundable. A 50% refund may be granted if requested within forty-eight (48) hours of the effective date of this agreement. The availability of a refund will be governed by the Terms of Service as set forth and available at [direct URL to Terms of Service]. The 50% assessment shall constitute an administrative fee.

9.5 The Client has been provided with a copy of the Client's rights and responsibilities as required by New York law. (attached below).

☐ **I HAVE READ AND UNDERSTAND THE ABOVE, HAVE RECEIVED A COPY AND ACCEPT ALL OF ITS TERMS.**

Dated this _____, Queens, New York.

/s/Naresh M. Gehi

Naresh M. Gehi

Partner, Gehi Legal Services PC

We recommend printing a copy of this document and retaining it for your own records.

Client's Rights

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended
April 15, 2013

(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply

with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.

7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Client's Responsibilities

Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.