



# HANS BURGOS P.A.

901 Ponce de Leon Blvd. • Suite 508 • Coral Gables • FL 33114  
t. 305.442.1240 • f. 305.442.0455 • email. hansburgos@me.com  
www.liveintheus.com

Date December 4, 2013

Re: Andres F. ARIAS (Client)

Asylum (Case)

## ENGAGEMENT AGREEMENT

Dear Mr. ARIAS,

You have requested the law firm OF Hans Burgos, PA to represent you in connection with a case you have before the U.S. Department of Homeland Security (DHS), the Executive Office for Immigration Review (EOIR), and/or other adjudicating agency. We would be pleased to do so and hereby set forth the terms of our representation in the form of an engagement agreement (agreement).

### I. Non-refundable Payment

Our representation will commence upon the execution of this agreement and the receipt of a non-refundable payment of \$ 2,000.00 to be deposited in our operating account and which amount will be applied towards attorneys' fees incurred in representing you in the following specific matter:

To conduct an initial evaluation of a claim of asylum.

Your agree that, in the event that it would become necessary to collect and/or compute our attorney fees on an hourly basis, they will be computed at a rate of \$550.00 an hour in fractions of no less than 6 minutes (.1 hours). For instance, a consultation of 12 minutes will be billed at .2 hours.

You agree that our attorney fees do not include and will not be use to cover costs such as filing fees as charged by the United States government (See paragraphs III below) to be incurred in your case.

### II. Payment

Our office acknowledges receipt from you of the sum of \$ 2,000.00 to be applied our non-refundable **payment** of our attorney fees.

You understand and agree that our obligation to commence our representation in your case does not accrue until we shall have received and collected said payment together with the documents related to your case; and that it shall be your absolute responsibility to provide our office with the documents (such as certified conviction records, passports, official documents) and to reveal to us any material information related to your case.



### III. Costs

You agree that the nonrefundable flat fee is applicable only to our attorney fees and not the costs in connection with your representation; to pay the additional amount of \$ TBD to cover payment of estimated costs to be incurred in your case including: payment of the filing fees that may be required by the U.S. Government to process your applications, petitions pleadings and motions; placing long distance telephone calls, conducting due diligence (background investigations), generating files, gathering supporting evidence, making photocopies, ordering translations, courier services, hiring interpreters and consulting with other service providers.

### IV. Invoice

If our office sends you an invoice for payment of our legal services and/or costs, you agree that it will be due upon receipt.

### V. Change of Personal Information

You agree to keep our office informed of any change of your personal information. You agree that you will notify our office in writing if you change your name, address, or civil status within ten (10) days of the event leading to such a change. You further agree that you will notify our office in writing in case you are arrested, convicted, and/or sentenced for violating any law of the United States, including traffic violations, within ten (10) days of the event.

### VI. No Guaranteed Outcome/ Assumption of Risk

You agree that, because of the nature of your case, it is not possible to predict its outcome and conclusion thereof. You hereby acknowledge that neither Hans Burgos, PA, nor its respective lawyers, nor staff have made any promises, guarantees, warranties or representation concerning the disposition or outcome in your case. Our commitment under this agreement is to put forth our best efforts on your behalf. You agree that we have not guaranteed or predicted the period of time it will take DHS, EOIR and/or adjudicating entity to respond or issue a decision in reference to any application, petition, pleading in your case. However, in the event that there is no decision or that there is an adverse decision in your case (such as a denial of an application and/or an order of removal), you agree that you will still be obligated to pay for our legal services and for the costs incurred in your case.

You acknowledge that you have provided Hans Burgos PA only true and correct information and authentic supporting documents in the process of preparing your application(s), petition(s) and/or pleading(s). You agree to assume *full responsibility* for the consequences of providing any information and/or documentation to the DHS and/or any other adjudicating entity as part of any application, petition or pleading. You acknowledge having received our warning that any information and/or document that you provide in support of an application, petition and/or pleading filed with the DHS or the EOIR, may be used by the DHS as a basis to commence removal proceedings, to take you into administrative custody, to execute an order of deportation/removal, to impose employer sanctions or otherwise enforce the laws of the United States.

### VII. Representations to Hans Burgos, PA

You hereby represent and warrant to Hans Burgos, PA: you fully understand your rights and obligations as expressed in this agreement and that this agreement is legally binding; that you fully understand that you should consult with counsel other than Hans Burgos PA in the event you require legal advice concerning this agreement; and that you represent that the payments made hereunder are derived completely from legal sources, and is not in any way related to, commingled with, or derived from any income, operations, assets, or any other activities that are in any way related to any violation of applicable laws of Florida, the United States or any other applicable jurisdiction.

VIII. Arbitration of Disputes

The parties agree that Florida substantive law, with the exception of its choice of law principles, shall govern this engagement and the relationship between the parties. Further, the parties agree that the statute of limitations contained in Florida law, including chapter 95, Florida Statutes are applicable to any arbitration between the parties pursuant to this engagement letter. Any disputes between Hans Burgos PA and you concerning this agreement or any claim of any nature whatsoever arising from or relating to this agreement, or to the representation provided for herein, or to services rendered hereunder (including, without limitation, claims for alleged malpractice, fraud, or breach of contract) which cannot be resolved within a reasonable time through discussions between us shall be resolved solely and exclusively by means of private, confidential arbitration to be conducted in the City of Miami, which arbitration will proceed in accordance with the rules of the American Arbitration Association (or any successor organization thereto) then in force for resolution of commercial disputes. The decision of the arbitrators shall be final, conclusive, and binding upon the parties, and a judgment upon the award may be obtained and entered in any federal or state court of competent jurisdiction. The costs and expenses of any arbitration proceeding shall be shared equally between or among the parties except that each party shall separately pay the fees and disbursements of its own counsel.

**NOTICE: This agreement contains provisions requiring arbitration of disputes. Before you sign it you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

IX. Termination of Agreement:

You and Hans Burgos PA shall have the right to terminate this agreement at any time upon prior written notice, in which event you will be obligated to pay for all services rendered and expenses incurred through receipt of notice of termination.

Upon termination of our legal representation you must contact our office and request the immediate return of your original documents (such as passports and birth certificates). In the event that you do not contact our office, we will keep custody of your original documents for a period of six (6) months.

Sincerely,

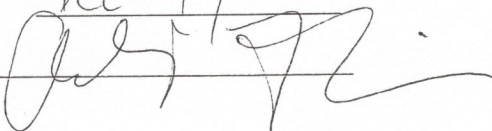
  
Hans Burgos, P.A

AGREED AND ACCEPTED

Date:

Dec. 9 / 2013

By:



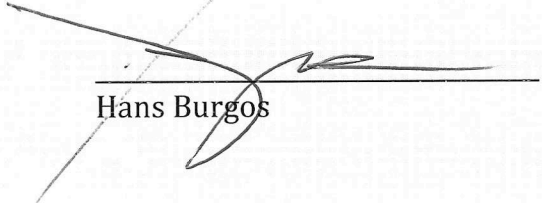


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I HEREBY ACKNOWLEDGE receipt of the amount of \$2,000.00 from Andres ARIAS in attorney fees to conduct a preliminary assessment of an asylum claim.

Date: 12/04/2013

  
Hans Burgos

