



*Attorneys and Counselors at Law*

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Los Angeles | City of Industry | Irvine | Taipei

## **RETAINER AGREEMENT**

### **1. Scope of Agreement**

This Agreement is to confirm Jiao Ma (hereinafter referred to as “Client”) has retained the services of Wang IP Law, P.C. (“Attorneys”), to provide Limited Scope of Services to represent Client’s interests as related to review and counseling with regards to the I-485 Application (“Subject Matter”). Client acknowledges that the Attorneys have no obligation to provide legal services until a signed copy of this Agreement is received by the Attorneys, and the initial retainer amount is paid pursuant to Section 6 of this Agreement.

Although Attorneys services are limited at this time to the specific matter referenced above, the terms of this agreement will apply to any other matter that Attorneys undertake to handle for Client, unless a separate agreement covers such other matter.

### **2. Duties of Attorneys and Client**

Attorneys shall provide those legal services reasonably required to represent Client in the Limited Scope of Services. Attorneys shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

Client shall be truthful with Attorneys; cooperate with Attorneys; keep Attorneys informed of all developments, documents or facts that would affect the provision of the Limited Scope of Services; perform all obligations Client has agreed to perform under this Agreement; pay in a timely manner all of Attorneys’ statements for services performed and costs incurred; and keep Attorneys apprised of Client's address, telephone number, and whereabouts.

### **3. Staffing and Billing Rates**

Attorneys shall have the discretion to utilize the services of any of the associates, of-counsel, patent agents, or clerks in connection with services to be undertaken under this Agreement. Irrespective of which associate, of-counsel, patent agent, or clerk performs the work, the current prevailing hourly rate as of the date of this Agreement for Wang IP Law, P.C. is **\$500.00** per hour. This hourly rate, as well as those below, is charged at one-tenths of an hour. Client agrees to pay for Attorneys’ travel time (i.e. commuting back and forth from court) at the Attorneys’ regular hourly rate. Client acknowledges that the foregoing rates are subject to periodic adjustment on upon advance written notice by Attorneys.

Client agrees to pay (jointly and severally, if more than one person/entity is noted above as the Client) for Attorneys’ services for all work performed by Attorneys at Attorneys’ prevailing hourly rates

for the services performed. Client also agrees that Attorneys shall not be liable for costs, expenses, and/or Attorneys' fees that may be awarded to other parties in the Subject Matter.

#### **4. Billing Statements**

Client shall be responsible for payment of the entire statement(s) transmitted by Attorneys for services rendered and costs incurred. Attorneys shall, at Attorneys' discretion, periodically send Client a statement for fees and costs incurred. Attorneys' statements shall indicate the basis thereof, including the amount, rate and basis of calculation of Attorneys' fees. Payment shall be immediately due and payable upon receipt of statements.

Client is responsible for the advanced payment of costs and expenses in connection with the Limited Scope of Services. Attorneys shall have no obligation to incur and/or advance costs and expenses even if Client does not advance the payment of such costs and expenses, and even if such costs and expenses are reasonably necessary for Attorneys to carry out the Limited Scope of Services.

Client shall notify Attorneys promptly in writing if Client disputes any entry for legal services, costs, and/or amount billed on any statement. If Client fails to do so within seven (7) days in writing after the statement date thereof, all such entries in the billing statement shall be acknowledged as accepted by Client.

In the event any statement remains unpaid for more than thirty (30) days after the date of issuance, interest thereon at the rate of ten percent (10%) per annum (or the maximum rate allowed by law, whichever is lower), shall be due and payable from the date the statement was issued to the Client until the date full payment is received by Attorneys, including all accrued interest.

#### **5. Discontinuance of Services**

In the event any statement for services remains unpaid for more than 30 days after receipt, Client hereby authorizes Attorneys to immediately discontinue all services until all unpaid amounts have been paid. During the time such amounts remain unpaid for more than 30 days, Attorneys shall not be liable for any damages or consequences from any stoppage of services, including missed deadlines, and Client shall immediately execute all documents necessary for Attorneys to be relieved as counsel of record if requested by Attorneys.

In the event Client fails to immediately execute those documents for Attorneys to be relieved as counsel of record, Client hereby authorizes and appoints Attorneys as Client's Attorneys-in-fact to immediately dismiss the entire Subject Matter without prejudice.

Upon the termination of Attorneys' representation, Client shall be responsible for fees and expenses due up to the time of termination, as well as any services Client requests from Attorneys thereafter. Client agrees to pay all expenses and Attorneys' fee for professional services incurred up to the time of termination and thereafter.

Client agrees to pay (jointly and severally, if more than one person/entity is noted above as the Client) for Attorneys' services for all work performed by Attorneys at Attorneys' prevailing hourly rates for the services performed. As of the date of this Agreement, the current prevailing hourly rate for Attorneys is \$500.00 per hour. Client understands and acknowledges the foregoing rates are subject to periodic adjustments.

## **6. Retention Deposits and Cushion Retainer**

Client agrees to pay an initial retainer amount of **Two Thousand (2,000.00)** for the Attorneys' services. The amount of \$2,000.00 will be applied as the initial retainer and the amount of \$0.00 will be applied as the cushion retainer toward the payment of the final invoice/billing statement and/or any delinquent bills. The Client understands that the cushion retainer will not be used to pay current bills, which is due upon receipt. *The Client also understands that the retainer amount does not represent the total amount of fees and costs that may be incurred under this Agreement.* Legal proceedings and matters are by nature difficult to predict, and actual fees and costs may exceed the retainer amount. As such, Attorneys may seek replenishment or additional retainer amounts in preparation for trial or as otherwise deemed necessary by Attorneys. Any unused portion of the retainer will be refunded upon the conclusion of the Attorneys' representation.

## **7. Storage of Client's Documents**

To enhance the efficiency of our practice, the firm uses a variety of technology, including third party cloud-based platforms, to store documents, communicate with clients and other activities. We have exercised due care in selecting vendors whose security and management practices meet or exceed applicable ethics requirements and engage in ongoing monitoring and oversight of their services. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to representation.

## **8. Disclaimer of Guarantee**

Client acknowledges that Attorneys have made no representations, promises, warranties or guarantees to Client, expressed or implied, regarding the outcome of Client's matter, and nothing in this Agreement shall be construed as such a representation, promise, warranty or guarantee. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

## **9. Termination or Conclusion**

Client may discharge Attorneys, and Attorneys may withdraw its services to Client, at any time, with or without cause, by advanced written thirty (30) day notice to the other party. Attorneys and Client shall each execute any documents reasonably necessary to complete Attorneys' discharge or withdrawal. Client understands that termination or discharge of services does not relieve the Client's obligation to remit payment of any unpaid sums due to Attorneys.

## **10. Attorney's Lien**

Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, court judgment, or otherwise). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

## **11. Indemnification**

If Attorneys are made a party to (or subpoenaed to appear as a witness in, including being required to produce documents for) any action, proceeding, or investigation arising out of the Client's affairs or the affairs of an entity in which the Client has an ownership interest, whether or not related to

the matters the Client requests we handle, Client will compensate Attorneys and indemnify and hold Attorneys harmless for all costs, claims, and losses associated with the action. This provision does not apply with respect to any action initiated by the Client against Attorneys for any actual or claimed breach of duty to the Client by Attorneys.

#### **12. Future Work for Others**

It is understood and agreed that Attorneys' representation of Client is for the Limited Scope of Services, and Client agrees that Attorneys may represent other parties in the future on matters that may be adverse to Client, so long as such future representation does not involve confidential information which Attorneys gained from its representation of Client pursuant to this Agreement and does not substantially relate to the Limited Scope of Services. In the event of such future representation, Client is now waiving a conflict event though Attorneys cannot now fully describe the circumstances in which a conflict may arise in the future.

#### **13. Receipt of Proceeds**

In the event Attorneys' services results in monies or other consideration to be paid by third parties to Client, such monies and/or other consideration shall be deposited into Attorneys' trust account and from which Client hereby authorized Attorneys to first pay for unpaid invoices from Attorneys and/or sums due to Attorneys and then disburse any remaining monies and/or consideration to Client.

#### **14. No Tax Advice**

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in this Agreement. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

#### **15. Courtesy Language Services**

In the event that Client requests language services, e.g., English to Chinese translation of attorney-client communications, Attorneys may elect to provide such courtesy language services at Attorneys' sole discretion on a case-by-case basis. It is understood that such language services are not within the scope of services offered by Attorneys and performed specifically as a courtesy to Client. Attorneys may at any time decline to provide such courtesy language services. It is further understood that courtesy language services provided is through non-Court certified staff and solely for Client's convenience. In the event of discrepancy, the meaning and interpretation of the English version shall prevail.

#### **16. Whole Agreement**

This Agreement contains the entire agreement of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. Except for the modification or adjustment of billing rates as set forth herein, this Agreement may only be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. The Client recognizes and agrees that this Agreement may be executed in any number of counterparts, all of which shall comprise a single Agreement, and copies of signatures shall be construed as original signatures.

**17. Resolution of Disputes**

**CLIENT AGREES THAT IF ANY DISPUTES ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICES PERFORMED (INCLUDING BUT NOT LIMITED TO DISPUTES REGARDING ATTORNEYS' FEES OR COSTS, CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR FIDUCIARY DUTY, FRAUD OR ANY CLAIM BASED UPON A STATUTE), THE PARTIES SHALL FIRST ATTEMPT TO MEDIATE THE DISPUTE, AND IF UNSUCCESSFUL, SERVE A REQUEST FOR ARBITRATION ("REQUEST") TO THE OTHER PARTY. IF NO SUBMISSION TO ARBITRATION IS RECEIVED WITHIN THIRTY (30) DAYS OF THE REQUEST, EITHER PARTY MAY COMMENCE A CIVIL SUIT, AND JURISDICTION AND VENUE WILL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA. CLIENT ACKNOWLEDGES THAT ALL PARTIES HAVE WAIVED A RIGHT TO A JURY TRIAL UNDER THIS AGREEMENT, AND HAS BEEN FULLY ADVISED OF THE CONSEQUENCES OF SUCH. SHOULD THIS DISPUTE PROCEED THROUGH ARBITRATION, IT SHALL BE BY BINDING ARBITRATION IN THE COUNTY OF LOS ANGELES, CALIFORNIA. SUCH ARBITRATION SHALL BE CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR SELECTED BY THE PARTIES IN THE EVENT THE AMOUNT IN DISPUTE IS LESS THAN \$100,000.00 AND BY THREE ARBITRATORS IN THE EVENT THE AMOUNT IN DISPUTE IS EQUAL TO OR MORE THAN \$100,000.00; EACH PARTY SHALL SELECT ONE ARBITRATOR, AND THE TWO ARBITRATORS SELECTED SHALL APPOINT THE THIRD NEUTRAL ARBITRATOR. A DECISION AGREED BY TWO OF THE ARBITRATORS SHALL BE BINDING. EACH PARTY SHALL BEAR THE EXPENSE IT INCURS, AND THE COST OF THE THIRD ARBITRATOR SHALL BE BORNE EQUALLY BY THE PARTIES. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT DISCOVERY UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT LITIGATION IS NECESSARY TO ENFORCE THE MEDIATION OR ARBITRATION PROVISION OF THIS AGREEMENT, CALIFORNIA LAW WILL APPLY AND JURISDICTION AND VENUE WILL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.**

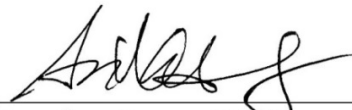
Client Initial \_\_\_\_\_

Attorneys Initial  TW

Date: 5/13/2026

*Client*

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**WANG IP LAW GROUP, P.C.**  
("Attorneys")

  
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Songfong Tommy Wang  
Title: Principal