

## VAN DER HOUT LLP

1. **North Santa Clara Resource Conservation District** (hereafter “EMPLOYER”) hereby retains and employs VAN DER HOUT LLP (hereafter “FIRM”), to represent EMPLOYER and the following person in connection with the immigration matter stated below.

2. The FIRM agrees to perform the following services:

**Preparation and filing of H-1B lottery registration (FY 2026) on behalf of Nuoxian “Teddy” PENG.**

3. As compensation for the above-described services, EMPLOYER agrees to pay:

- **Fees for legal services: \$500**

**It is understood that this agreement is limited to those services listed immediately above. If the case is selected, we will charge the remaining \$3,000 balance (+ costs) to prepare and file the H-1B petition.**

- **Costs of Administrative Overhead (5% of legal fees): WAIVED**
- **LawLogix Optimization: \$75**
- **Department of Homeland Security filing fees in an amount to be determined.** The USCIS registration fee is currently \$215 per entry.
- **Extraordinary costs such as FedEx (or other private courier) mail, international phone calls, credentials evaluations, etc. as needed**

4. EMPLOYER understands that legal fees will be renegotiated in the event that unanticipated work is required, in which case a separate retainer agreement will be executed before the firm proceeds with additional work. This could include but is not limited to the following: work related to delays in adjudication, extensions of advance parole or work authorization, responses to assessment notices or Requests for Evidence, unanticipated work required to establish the prevailing wage, legal work not included in this agreement for dependent family members, visa extensions, **applications for visas at US consulates abroad**, travel assistance, administrative appeals, and federal court actions.

5. EMPLOYER understands that payment for all services is due and payable upon signing this agreement or within thirty (30) days. If fees and costs due are not paid in full within thirty (30) days after coming due under this contract, the EMPLOYER agrees to pay late charges on the unpaid balance at rate of nine percent (9%) per year until the balance is paid. It is further understood that if EMPLOYER fails to pay the agreed upon legal fees and costs or in any way fails to cooperate with the FIRM; the FIRM may terminate its services and withdraw from the case. Although EMPLOYER has a right to require that the flat fee be deposited in an identified trust account until the fee is earned, EMPLOYER consents to the deposit of the flat fee into the FIRM’s operating account. In the event that the representation is terminated or the services for which the fee has been paid are not completed, the FIRM shall calculate the value of the work performed based on the attorneys’ and other professionals’ standard hourly rates and shall refund to EMPLOYER any amount of the fee that has not been earned.

6. If it is necessary for the FIRM to file suit for the collection of any amounts not paid as agreed in this contract, EMPLOYER agrees to pay reasonable attorneys’ fees and court costs for such collection.

7. **STORAGE AND COPY FEES** (Only if applicable):

Client understands that the Firm will provide them with a copy of any documents that are submitted to the immigration courts and immigration agencies for their case. Client also understands that they are expected to

maintain those copies for their own records. If Client requests an additional copy of these documents after the case has already been closed by the Firm, Client may be charged a fee to retrieve the file from storage.

8. It is agreed that the FIRM has not made any guarantee with regard to the successful outcome of the matters listed above or the time required to complete the case, however, the firm will strive provide the highest level of service and will make every effort to obtain the desired outcome for the client as expeditiously as possible.

READ, APPROVED, AND ACCEPTED:

Dated: \_\_\_\_\_  
Executed in \_\_\_\_\_, California

\_\_\_\_\_  
Agent for Employer, NSCRCD

Process Code: NIV-H-1B  
Reference Code: H-1B REG

\_\_\_\_\_  
Attorney, Amita Vasudeva  
VAN DER HOUT LLP