October 1, 2018

Victor Garcia-Garcia

**Re: In the Matter of Victor Garcia-Garcia File No. A216 486 323**

Dear Mr. Garcia-Garcia:

This letter will confirm our engagement and describe the basis on which our firm will provide legal services to you.

Leonard A. Martinez has been engaged to represent Victor Garcia-Garcia (the “Client” or “you”) in connection with the above-captioned removal proceeding in [Immigration Court OR the Board of Immigration Appeals]. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter, related or unrelated. Absent written modification, we agree that the scope of our work is limited to the matter set forth above.

We do not represent you in any custody proceeding before the Immigration Court, or in any request for parole that is or may be pending before Immigration and Customs Enforcement, nor any other administrative complaint or matter before the U.S. Department of Homeland Security, the U.S. Department of Justice or any other federal or state agency or department.

# Identification of the Client

Our client in this matter will be solely the Client as identified above. Our representation of the Client in this matter does not give rise to a lawyer-client relationship between the firm and any of the Client’s affiliates or relatives,

# Client Responsibilities

You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of the case.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, if you are released from detention, you agree to inform us of a reliable address, phone number and email address, if any, where we can contact you.

# Advice About Possible Outcomes

We may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement is an expression of opinion only, based on information available to us at the time, and is not apromise or guarantee. We cannot and do not guarantee or promise any outcome. There are many factors outside our control that affect the outcome of the case.

# Termination of Engagement

You may at any time terminate our services and representation. We reserve the right to withdraw our representation, as limited by the applicable rules of professional conduct, upon written notice to you.

# Conclusion of Representation: Retention and Disposition of Documents

Your papers and property will be returned to you upon request. Unless you instruct us differently in writing, after seven years following the conclusion of this matter, we will, at the firm’s option, return all of the files to you or simply destroy them.

# Post-Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. Unless you engage us after completion of the litigation to provide additional advice on issues arising from the litigation, we have no continuing obligation to advise you with respect to future legal developments.

# Fees and Expenses

We have agreed to represent you on a *pro bono* basis in this matter. Accordingly, we will not bill you for the legal services we render.

# Conflicts and Prospective Waiver

Occasionally we may concurrently represent a client that is adverse to another client in a case or matter that is not substantially related to our current representations of either client. We would do this only if we can undertake the concurrent representation without adversely limiting the responsibilities we have to either client.[[1]](#footnote-1) In such a situation, we consider the needs of both clients before undertaking any such representation.

You agree that attorneys at the firm may represent a party with interests adverse to yours under those circumstances. If we discover a conflict after work has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Please review this letter carefully and sign it if you agree to the terms.

Sincerely yours,

Leonard A. Martinez

AGREED TO AND ACCEPTED:

CLIENT NAME

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. For purposes of this engagement letter, use of the term “substantially related” is consistent with the use of such phrase in ABA Model Rule of Professional Conduct 1.9. [↑](#footnote-ref-1)