

**LITIGATION SERVICE AGREEMENT 诉讼法律协议**

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Wolfsdorf Rosenthal, LLP and Banias Law, LLC (“Attorneys”) and the signatory to this contract (“Client”) agree as follows:

Wolfsdorf Rosenthal, LLP 和 Banias Law, LLC (“律师”) 与本合同的签署人 (“客户”) 达成以下协议:

- 1 The Attorneys agree to include the Client in a group lawsuit against the United States Department of State (“the Department”) in a United States District Court, seeking an order requiring the Department to allocate or assign Client (and any derivatives) an EB5 visa number prior to September 30, 2022. The Attorneys agree to take all steps necessary to get a timely final decision from a district court, file or defend an appeal (if necessary), and petition the United States Supreme Court to review any adverse decision (if necessary).
  - 2 Client agrees to remit a one-time payment of \$3,500.00 USD to the Attorneys directly or via their representative or Agent to the Attorneys. Client understands that this is a flat fee and may be considered earned at the time it is received. Client further understands the Attorneys may split the fee. Attorneys agree to render all services in paragraph 1 without seeking any additional fees, costs, or payments from Client. Client may terminate Attorneys at any time prior to the completion of the suit and, if they terminate Attorneys, they may be entitled to a partial refund.
- 1 客户同意加入向美国地方法院提起的对美国国务院 (“国务院”) 的集体诉讼, 该诉讼要求国务院在 2022 年 9 月 30 日之前分配 EB5 签证名额给客户及其家人。律师同意采取一切必要措施, 从地区法院获得及时的最终决定, 提出上诉或辩护 (如有必要), 并请愿美国最高法院审查任何不利的决定 (如有必要)。
  - 2 客户同意直接或通过其中介向律师支付 3500 美元的律师费。律师费为一次性收取, 律师之间可以分摊费用。律师同意提供第 1 款中的所有服务, 而不向客户收取任何额外费用。客户可以在诉讼完成之前随时终止律师的代理, 如果客户决定终止代理, 可能获得部分律师费退款。

- 3 Client agrees and understands this is a “group case.” In such a group case, all Clients will be entitled to see all other Clients’ names, receipt numbers, and information that is put into any filing with a court. Further, Client understands that there can be no attorney client privilege as it relates to information about other Clients to this suit. However, these limitations do no impact Attorneys’ duty of confidentiality to all third parties to this case.
  - 4 Client agrees to provide the Attorneys directly or via an approved agent or representative all information Attorneys require to prosecute their lawsuit. This information includes but is not limited to names, birthdates, receipt numbers, addresses, and passport information.
  - 5 Client understands that, if Attorneys are able to get a pecuniary award or settlement under the Equal Access to Judgment Act or any other provision of law, the award belongs to them. But Client agrees to assign any and all such award to Attorneys.
  - 6 Client understands Attorneys do not guarantee any particular outcome in this litigation. Attorneys will use their best efforts to prosecute the suit(s) to acquire a positive outcome for Client. But if Attorneys are unsuccessful, Client understands they will be entitled to no refund.
  - 7 Client understands Attorneys will generally communicate with them through group means, via a dedicated
- 3 本次诉讼是集体诉讼。所有客户都能看到其他客户的姓名，申请号码以及向法院提交的任何文件中的信息。因此，客户知悉其信息不能对参加诉讼的其他人保密。但是，这些限制不会影响律师对本案所有第三方的保密义务。
  - 4 客户同意直接或通过经批准的中介向律师提供起诉其诉讼所需的所有信息。这些信息包括但不限于姓名、出生日期、申请号码、地址和护照信息。
  - 5 如果律师能够根据“平等获得判决法”或任何其他法律规定获得金钱赔偿，客户同意将赔偿转让给律师。
  - 6 律师不保证此诉讼的任何特定结果。律师将尽最大努力起诉诉讼，为客户取得积极成果。但是，如果律师不成功，客户将无权获得任何退款。
  - 7 客户理解律师通常会通过小组方式，通过专用消息传递组，通过其

messaging group, through their agents or representatives, or other group means. If Clients need to communicate individually, they agree to notify their agent or representative who will then contact Attorneys.

中介沟通。如果客户需要单独沟通，需通知其中介联系律师。

I agree I have carefully reviewed this contract and it has been explained to me in my native language by a person fluent in English and Chinese and I fully understand its contents and I have also had an opportunity to review this with my legal counsel before signing.

我已仔细阅读本协议，并由掌握中英文的人员用我的母语向我解释了协议内容，我完全理解协议的内容，我也有机会在签署之前与我的法律顾问一起审查。

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

日期

\_\_\_\_\_

Name:

客户签字

**EB-5 VISA LITIGATION QUESTIONNAIRE****EB-5 签证诉讼问卷**

Name 主申请人姓名	
Date of Birth 主申请人生日	
Passport Number 主申请人护照号码	
I-526 Priority Date I-526 优先日期	
I-526 Approval Date I-526 批准日期	
NVC Number NVC 申请号	
Address 主申请人地址	
Number of Derivatives 附属申请人人数	
Contact (Email/Phone) 联系方式 (邮箱/电话)	

**PAYMENT INFORMATION****Payment Options:**

1. Wire Transfer
2. Check Drawn on U.S. Bank / Money Order / Cashier's Check
3. Secure Online Credit Card Payment
4. PayPal
5. Zelle

**Instructions:****Wire transfer (Domestic & International):**

Bank:	JP Morgan Chase Bank
Bank address:	270 Park Avenue, New York, NY 10017
Account Name:	Wolfsdorf Rosenthal LLP
Account Number:	539117130
Routing #:	322271627
SWIFT Code:	CHASUS33

\* Please pay for any wire transfer fees from initiating and intermediary banks

\* Please include principal applicant's name in the reference/memo section

**Check / Money Order:**

Payable in USD to

Wolfsdorf Rosenthal LLP 1416 2<sup>nd</sup> Street, Santa Monica, CA 90401, USA

**Credit Card:** Secure online payment portal: <https://wolfsdorf.com/client-payment-form/>  
**A 3% handling fee is applicable for all disbursement costs paid via Card - please add this fee to the total amount due**

**PayPal:** [paypal@wolfsdorf.com](mailto:paypal@wolfsdorf.com). Include principal applicant's name as reference.  
**A 3% handling fee is applicable for all disbursement costs paid via paypal – please add this fee to the total amount due**

**Zelle:** Account Name: Wolfsdorf Rosenthal LLP

E-mail: [accounting@wolfsdorf.com](mailto:accounting@wolfsdorf.com)

Include principal applicant's name in memo section.