**Addendum for Family Based Matters**

The following **Terms** apply to all **Letters of Engagement** entered into between Sound Immigration and individuals (referred to as “Client”) which have engaged Sound Immigration to perform services in family-based immigration matters.

When Sound Immigration represents multiple members of a family unit, such as a married couple, all such individuals become clients of Sound Immigration. It is important that both Clients understand the limitations this relationship places on Sound Immigration. The following terms apply in all matters where Sound Immigration represents both a U.S. citizen or permanent resident (referred to as “**Sponsor**”) and a foreign national beneficiary (referred to as “**Intending Immigrant**”).

1. **Form I-864, Affidavit of Support**
	1. **What is the purpose of this form?** The I-864 is required in all family-based immigration cases to show that Sponsor has adequate financial ability to support Intending Immigrant. We are required to show that Sponsor can support Intending Immigrant at a level equal to 125% of the Federal Poverty Guidelines for your household size. The purpose of the form is to ensure that Intending Immigrant will not become dependent on public resources.
	2. **Who signs this form?** Who signs this form?  Sponsor is required to sign this form. If we cannot prove that Intending Immigrant has enough income to meet the required amount, then we may need to identify additional financial sponsors. *If additional financial sponsors are required Sound Immigration cannot prepare their paperwork for them.* Doing so would create an ethical conflict of interest. Instead, we will refer the additional sponsors to another law firm.
	3. **What are the consequences of signing?** The I-864 is a binding legal contract. Sponsor makes very serious commitments by signing the I-864. Sponsor is promising to provide financial support to Intending Immigrant, and Intending Immigrant will have the right to sue Sponsor in court if he/she refuses to provide that support. Also, if Intending Immigrant collects certain types of public benefits, government agencies can demand repayment of the cost of providing those benefits.  They can sue Sponsor if he/she refuse to pay.
	4. **How long does the responsibility last?** Sponsor’s obligation of support will last for a long time until the Intending Immigrant: (1) becomes a citizen; (2) can be credited with 10 years of work; (3) is no longer a permanent resident and leaves the U.S.; (4) is granted adjustment of status in deportation proceedings using a different sponsor; or (5) dies.  Until one of these events occurs Sponsor is required to support Intending Immigrant.
	5. **What if Sponsor has questions about the I-864?** Sound Immigration is serving as attorney for both Intending Immigrant and Sponsor.  Should Sponsor have additional questions about legal obligations to Intending Immigrant under the I-864 then independent legal counsel should be consulted. Because Sound Immigration represents both Intending Immigrant and Sponsor it cannot offer advice that could be against Intending Immigrant’s interests.
2. **Disclosure and Mutual Consent to Joint Representation.**
	1. **Scope of representation.** The scope of Sound Immigration’s representation of the parties is limited to assisting Sponsor and Intending Immigrant in attempting through lawful means to achieve the goals described in the Legal Service Agreement (referred to as the “Requested Immigration Objectives”). Sound Immigration’s representation of the parties will terminate for all purposes upon completion of the Requested Immigration Objectives. In particular, Sponsor and Intending Immigrant acknowledge that they understand that Sound Immigration will not be acting as an advisor or advocate for either with regard to their marriage or their marital rights and duties. Sponsor and Intending Immigrant both understand that if either person desires legal counsel with regard to terminating his/her marriage, including filing for divorce, dissolution of marriage, legal separation or child custody, each party is free to retain independent legal counsel.
	2. **Conflicts of interest.** *Sponsor and Intending Immigrant agree that no dispute currently exists between them concerning the Requested Immigration Objectives.* Sponsor and Intending Immigrant agree that they both have the same general immigration objective. Based upon the information provided to us, Sound Immigration does not believe that its prospective representation would involve any actual or reasonably foreseeable conflicts of interest that would impair our joint representation of both parties in this matter. Nevertheless, it is possible that issues may arise as to which Sound Immigration’s representation of either Sponsor or Intending Immigrant could be materially limited by our representation of the other party. Below are some areas that potentially could cause conflicts of interest in the future. *In the event that either Sponsor or Intending Immigrant comes to believe that a conflict of interest arises, you must advise us immediately.*

**Examples.** A conflict of interest could arise in various circumstances including the following:

Sponsor and Intending Immigrant have separate interests to protect which, in some cases at a future time, could come into conflict with the interests of the other. For example, Sponsor could decide he/she no longer wishes to sponsor Intending Immigrant and no longer wishes to cooperate in obtaining the Requested Immigration Objective but instead wishes to separate and/or file for divorce or dissolution of marriage prior to Intending Immigrant obtaining conditional lawful permanent resident status. Such a decision could create a conflict of interest because Intending Immigrant as a result might no longer be eligible to obtain conditional lawful permanent resident status and/or continued representation of Intending Immigrant may require the preparation of additional documentation in order to obtain the requested benefit and Sponsor may no longer agree to assist Intending Immigrant in any way in obtaining such benefit.

Sound Immigration’s present or prospective representation of Intending Immigrant in immigration matters could create a conflict of interest if Intending Immigrant’s employment authorization or the conditions of his/her immigration status are materially affected by Immigrant/Sponsor’s refusal to cooperate and/or desire to terminate the marriage. For example, Intending Immigrant may no longer be eligible for employment authorization and Intending Immigrant’s authorized stay in the United States may no longer be valid. A termination of employment authorization status and/or expiration of authorization to remain in the United States could adversely affect Intending Immigrant’s present and future immigration status and could result in Intending Immigrant being required to leave the country immediately unless he/she otherwise is authorized to remain in the United States.

                c.  **Conflict procedures.** While Sound Immigration does not anticipate a conflict of interest arising from joint representation in this matter, our agreement to represent Sponsor and Intending Immigrant is conditioned upon the following specific understandings. If, at any time in the future Sound Immigration concludes that the firm’s representation of both parties creates a conflict of interest, we will advise both Sponsor and Intending Immigrant of our belief and the reasons for that belief. In such an event, if both Sponsor and Intending Immigrant concur, we would continue to represent both parties, provided that such representation is possible under the Washington State Rules of Professional Conduct and the parties have otherwise complied fully with the terms of our Legal Services Agreement. If both parties do not concur, or Sound Immigration determines that continued joint representation is inappropriate, we may withdraw from representing both parties.

During the course of the representation Sound Immigration will take suggestions and instructions from both parties. It is important in carrying out the representation that both parties are aware of all facts that are relevant and material to the Requested Immigration Objectives. Consequently, consent to joint representation by Sound Immigration includes consent by each of the parties that Sound Immigration may share with both parties any relevant and material information which Sound Immigration may learn from either of you during the representation. You agree by signing below that Sound Immigration will consider information on the Requested Immigration Objectives as neither privileged nor confidential as between Sponsor and Intending Immigrant. However, all communications on the case between or among any of the parties will be treated as privileged and confidential, as against all third persons. In the event a dispute arises between Sponsor and Immigrant, any communications between either party and Sound Immigration**,** as your attorneys in this matter, may not be subject to a claim of privilege in that other litigation. In such an event Sound Immigration could not and would not represent either of you in such other litigation.

1. **Independent legal advice.** If either Sponsor or Intending Immigrant has questions about the limitations discussed in this Disclosure and Mutual Consent to Joint Representation, they are advised by Sound Immigration to retain the independent legal advice of another attorney. By signing below, Sponsor and Intending Immigrant agree that: (i) they desire to be jointly represented by Sound Immigration in this matter on the terms set forth above; and (ii) that they have had adequate time to obtain advice from independent counsel regarding the terms of this representation, and have either consulted such counsel or have decided not to do so.