

## NELLI NIKOVA PC\*

June 1, 2022

Anna Trunnell  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa CA 95401  
(Employer)

And

Ketsia Cabaz Raufaste  
[ketsiaraufaste@gmail.com](mailto:ketsiaraufaste@gmail.com)  
(Employee)

**Re: Representation in immigration case – Non-immigrant Employment based Visa Petition for Ketsia Cabaz Raufaste**

Dear Ms. Anna Trunnell and Ms. Ketsia Cabaz Raufaste:

Thank you for the confidence in seeking Nelli Nikova PC to represent Santa Rosa City Schools and Ketsia Cabaz Raufaste ("Clients") in connection with the immigration matter described below. This letter serves to confirm the terms of engagement. We know that your case is important to you and we would like to assure you that it is extremely important to us.

**Scope of Work**

Nelli Nikova PC ("Firm") will act as counsel to Clients in the immigration matter involving the filing petition for Employment Based Non-Immigrant Petition behalf of Ketsia Cabaz Raufaste. This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Firm makes no guarantees or assurances with respect to the final outcome in the matter except to assure Clients that the Firm will put forth its best professional efforts under all relevant circumstances.

Representation in this matter starts after this agreement is signed and returned with payment of the indicated costs below.

**Fees:**

Anticipated costs and fees for the services described above are:

For Q-1:

Attorney fee - \$6,000  
USCIS filing fee - \$460  
Optional premium processing fee - \$2,500

For Cap-Exempt H-1B (if feasible)

Attorney fee - \$4,800  
USCIS filing fee - \$460

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USCIS fraud prevention fee - \$500

Optional premium processing fee - \$2,500

This fee includes the preparation of a standard petition and regular mailing, copying and technology costs. It will **not include** additional matters such as, for example, filing an **application for a family member**, appeal of denial, reconsideration, extension of nonimmigrant visa, non-immigration work, and other services, including special services required due to unforeseen developments in your case or changes in the law. If such additional matters are requested by Client(s), fees will be billed at an hourly rate of \$350/hour.

### Joint Representation

As we have discussed, each of you could choose to be represented by separate counsel in this matter. You have advised us that, due to cost considerations and possible strategic advantages, you prefer that the firm represent you jointly. We have discussed, and you understand, the possible risks of joint representation, including our ability to zealously represent each of you, our ability to negotiate effectively on behalf of each of you, the limitation on our ability to represent one of you in a dispute against the other, the possible loss of attorney client privileges, the possible effect on your willingness to disclose confidences to us that may be shared within the client group. For example, the following issues may arise in connection with the visa petition process:

1. Employee expresses an intention to quit. Should Employee approach me with such an intention, I am obligated to inform Employee of his or her legal rights and obligations with regard to leaving employment.
2. Employer wants to terminate Employee. I am obligated to inform Employer of its legal rights and obligations with respect to terminating Employee.
4. Employee is undocumented. Should it come to my attention that Employee is no longer authorized to work, I will be required to inform both parties of the legal consequences of continued employment.
5. An immigration benefit is denied to Employee (such as labor certification or permanent residence). I am obligated to advise both parties of the benefits and disadvantages of filing such an appeal. What may be in the interest of Employee may not be in the interest of Employer. It is my duty to inform both parties of what is in their best interests.

You are aware that, in agreeing to represent you jointly, we are relying on your representation that your interests are aligned, and you agree on all material issues concerning this matter. You acknowledge and agree that, in spite of your current agreement on all material issues, you each have other interests that could give rise to a conflict of interest, particularly between Employer and Employees. You agree that, in the event your interests are no longer aligned, and a conflict of interest arises, it may become necessary for us to end the joint representation by withdrawing from the representation of one or more of you, in order to resolve the conflict. You agree that, in the event of our withdrawal from one or more of you, we may continue to represent other members of the client group, even if, as a result of such withdrawal, we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter. You agree that you will not use our representation of any of you in this engagement, or any



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conflict arising from the joint representation in this engagement, as the basis for a claim to disqualify us as counsel to other members of the group.

As we have discussed, one of the necessary consequences of this joint representation is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between the firm and any or all of you relating to this matter will be treated as confidential and will not be disclosed outside the client group without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that whatever relevant or material communications or information we receive concerning this matter, including communications from any one of you, will be shared with Employer and Employees as we consider appropriate. You further acknowledge and agree that in the event a dispute arises between or among one or more of you, and you are no longer represented by us in this matter, we may nevertheless use confidential information we have concerning this matter to the advantage of those we continue to represent in any subsequent proceeding or negotiation relating to this matter.

Any of you may withdraw from the joint representation at any time for any reason, upon written notice to the firm and each other client. You acknowledge and agree that you (1) will remain responsible for your share of the firm's fees and expenses incurred to the date that notice of withdrawal is received by the firm; (2) you will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent the others in the client group, consistent with the other provisions of this letter, even if we take positions adverse to your interests in any subsequent proceeding or negotiation relating to this matter.

### **Conflict of Interest**

There is always the possibility that we may be asked to represent other clients, present or future, to act in an adverse position to you. Client(s) agree that our Firm will remain free, notwithstanding our representation of you in the matter described above or in other matters and whether or not during the course of our representation of you, to represent any present or future client of our law Firm with interests adverse to you in any matter, so long as such matter is (a) not substantially related to matters in which we are currently representing you, and (b) does not require us to utilize confidential information that we have learned from you while working on your behalf.

### **Cooperation**

In order to enable us to effectively render services in this matter, Clients agrees to disclose fully and accurately all relevant facts, to locate and provide relevant documents and to keep us apprised of all developments relating to this matter, including the receipt of any notice from USCIS or US consular office.

### **Dispute Resolution**

In the unlikely event that a dispute arises between Clients and Firm, each party agrees to try to resolve the issues amicably between them. If that fails, Clients and Firm will seek to arbitrate the matter with a mutually acceptable mediator in Harris County, Texas. In the event that mediation is not successful, dispute resolution will be sought according to the Federal Arbitration Act and, to the extent not inconsistent, under the "2007 Rules for Non-Administered Arbitration" adopted by the International Institute for Conflict Prevention & Resolution ([www.cpradr.org](http://www.cpradr.org)). Venue and choice of law of the arbitration shall be in Harris County, Texas. Firm and Clients agree and recognize that the arbitration

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process includes, among other things, a waiver of the right to a jury trial, waiver of the right to an appeal, waiver of the right to broad discovery under the Federal Rules of Civil Procedure and will involve upfront costs and expenses.

### Client File

In the course of the representation, Firm will build a file of documents, send information, correspondence, and copies of documents to Clients; please keep these in a safe place. Although this file will reside with the firm, it is Clients' property, except for attorney notes. Our Firm will hold the file for safekeeping for seven years after the end of the representation, and then confidentially destroy the file if we have not had a written request from Clients to provide file to them.

### Back-up Attorney

In the event of the responsible attorney's sudden disability, impairment, or incapacity, Firm will engage a reputable attorney to assist in reviewing Clients' matter, and to help locate a new attorney to complete the matter. Clients agrees that this replacement attorney may review their file containing confidential information.

### Termination of Representation

Clients may terminate the attorney-client relationship at any time and for any reason. However, such a termination does not absolve Clients of responsibility to pay for services or costs incurred prior to Firm's receiving notice of termination or incurred subsequent to notice but, in our view, reasonably necessary to protect Client(s)' interests. To the extent permitted by the professional conduct rules and applicable court rules, Firm also reserves the right to terminate the attorney-client relationship at any time for any reason, particularly for nonpayment of any amount owed. Similarly, and again to the extent permitted by the applicable rules of professional conduct, Clients will remain responsible for the legal services and costs incurred prior to Firm's decision to withdraw or incurred subsequent to its decision but, in Firm's view, reasonably necessary to protect Clients' interests.

I hope the discussion above is helpful. Clients are encouraged to discuss this Engagement Letter with independent counsel of your choice. If you have any questions about this Engagement Letter, please contact me as soon as possible.

Sincerely,

Nelli Nikova

ACCEPTED:

  
\_\_\_\_\_  
Anna Trunnell (Employer)  
Superintendent  
Santa Rosa City Schools

\_\_\_\_\_  
Ketsia Cabaz Raufaste (Employee)  
Teacher on Special Assignment  
Santa Rosa French American Charter School

Date: 6/14/22

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





## Q-1 Classification Supplement to Form I-129

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-129

OMB No. 1615-0009  
Expires 09/30/2021

1. Name of the Petitioner

SANTA ROSA CITY SCHOOLS

2. Name of the Beneficiary

Ketsia Germaine Monique CABAZ

### Section 1. Complete if you are filing for a Q-1 International Cultural Exchange Alien

I hereby certify that the participant(s) in the international cultural exchange program:

- Is at least 18 years of age,
- Is qualified to perform the service or labor or receive the type of training stated in the petition,
- Has the ability to communicate effectively about the cultural attributes of his or her country of nationality to the American public, and
- Has resided and been physically present outside the United States for the immediate prior year. (Applies only if the participant was previously admitted as a Q-1).

I also certify that I will offer the alien(s) the same wages and working conditions comparable to those accorded local domestic workers similarly employed.

1. Name of Petitioner

Family Name (Last Name)

shepherd

Given Name (First Name)


Michael

Middle Name

C.

2. Signature and Date

Signature of Petitioner



Date of Signature (mm/dd/yyyy)

01/14/22

3. Petitioner's Contact Information

Daytime Telephone Number

707-890-3800 x 80602

Email Address (if any)

mcshepherd@srgs.k12.ca.us