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March 5, 2018
10:30 a.m. Special Board Meeting
Park Central Conference Room
3000 W. Central Road
Rolling Meadows, IL

AGENDA

- I. Call to Order
 - A. Roll Call
- II. Introduction of Guests:
- III. Public Comment
- IV. Approval of Agenda
- V. New Business
 - A. H-1B Visa attorney communication issues
 - B. Appointment of Special Legal Counsel
- VI. Closed Session
Closed Session in accordance with Open Meetings Act to consider information regarding:
 - A. None
- VII. Action as a result of Closed Session
- VIII. Adjournment

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Palatine • Prospect Heights • River Trails • Rolling Meadows • Salt Creek • Schaumburg • South Barrington • Streamwood • Wheeling

3000 West Central Road, Suite 205 • Rolling Meadows, IL 60008 • VOICE 847/392-2848 • FAX 392-2870 • TTY 392-2855 • www.nwsra.org

To: NWSRA Board of Trustees
From: Tracey Crawford, Executive Director
Re: Appointment of Special Legal Counsel
Date: March 5, 2018

Motion:

A motion to approve the engagement of Kapoor, Luther and Loftman Immigration Partners as special legal counsel to perform legal services in connection with the processing of an H-1B petition for NWSRA on behalf of Karyn Emeraldal, on the terms and conditions set forth in the February 26, 2018 engagement letter from firm partner Romy Kapoor. And further, to authorize the Executive Director to sign the engagement letter on behalf of the Board of Trustees and NWSRA.

To: NWSRA Board of Trustees
From: Tracey Crawford, Executive Director
Re: Summary- Appointment of Special Legal Counsel
Date: March 5, 2018

Attached for your review is a memo with background information outlining the recommendation to appoint Legal Counsel for submission of an H-1B Visa application on behalf of NWSRA and employee Karyn Emeraldal. Robbin Schwartz does not specialize in immigration law and Heidi Katz recommends that NWSRA retain an outside attorney, experienced in this area to represent NWSRA and Ms. Emeraldal. Heidi also has advised us that it would be acceptable, more efficient and less costly for one attorney to represent both the employer and employee in this matter.

Also attached for your review is the Engagement Letter for retention of services with Kapoor Luther & Loftman Immigration Partners.

To: NWSRA Board of Trustees
From: Tracey Crawford, Executive Director
Re: Appointment of Special Legal Counsel
Date: March 5, 2018

In May 2017, our Public Information Coordinator retired and the position was replaced with the Graphic Communications Coordinator. In June 2017, after interviewing several candidates, the position was offered and accepted by Karyn Emeralda due to her outstanding graphic design portfolio, innovative ideas and comprehensive knowledge of marketing and communication, social media, as well as her Master's Degree.

This is where things get interesting...she accepted the position but was unable to start until July 31, 2017, as she was waiting on her employment authorization card from USCIS (United States Citizenship and Immigration Services). This was our first indication that she was not a United States citizen. At this point, Heidi Katz was contacted to inquire about the legal status and the implications for NWSRA, since an offer of employment was already made and accepted. We were informed that the Optional Practical Training (OPT) card would allow her to work for 1 year legally. During this time, she would file an H1B in order to remain legal in the United States for 3 to 6 years. The OPT card was approved and received in July 2017. Her start date was July 31, 2017.

In January, the process for filing the H-1B began. Based on my past history with Robbin Schwartz to complete an H1B, we reached out to Heidi Katz from Robbin Schwartz. Karyn started working with the Heckler Law Group of attorney Alan E. Heckler in New Jersey. We connected Heidi to the Heckler law firm so that they could work together to complete and submit the necessary documents in a timely manner throughout the H-1B application process. However, since I last worked with Heidi (10 years ago) on an issue like this, immigration laws have changed and become more complicated.

There have been several road blocks with the Heckler firm that included failure to provide an engagement letter, unsatisfactory communication, lack of follow through, and incorrect information. Heidi has recommended that we do not engage the Heckler Law Group. At our request, she has communicated to Mr. Heckler that NWSRA has not engaged, nor will it engage, the services of his firm, and she has received a return mail confirming that the Heckler firm will close its file on this matter. Robbin Schwartz does not specialize in immigration law and Heidi recommends that NWSRA retain an outside attorney for the employer and employee at this time and recommends hiring an attorney

that specializes in immigration. Heidi has advised us that it would be more efficient and less costly for one attorney to represent both the employer and employee in this matter.

Due to the delays caused by the Heckler law firm, we are now under a significant time crunch to begin and complete the filing process. The process includes filing the Labor Condition Application (LCA) with the U.S. Department of Labor (DOL) (Step 1), review and certification of the LCA, (which can take a minimum of 10 days) (Step 2), and finally, filing the H1B petition with the United States Citizenship and Immigration Service (USCIS) by April 1 (Step 3).

NWSRA would like to retain the services of Kapoor, Luther & Loftman Immigration Firm to perform legal services in connection with the process of filing the H-1B application. The firm works with several large companies including Facebook and Apple, and has a proven track record of successful H-1B submissions. Mr. Kapoor has been peer nominated as an immigration law "Super Lawyer" annually since 2006, and following are links to background information regarding their firm:

www.klimmigration.com

<http://www.iclega.org/programs/pdf/BusinessImmigrationLaw16.pdf>

https://www.avvo.com/attorneys/30342-ga-romy-kapoor-479626.html#client_reviews

Following are the anticipated costs related to the submission of the H-1B application:

NWSRA will be responsible for the following fees:

Description	Fee Amount
Attorney Fees	\$2,500
Government Filing Fee	\$100
United States Citizenship and Immigration Services (USCIS) Filing Fee- Base Fee	\$460
USCIS Anti-Fraud Fee	\$500
American Competitiveness and Workforce Improvement Act (ACWIA) surcharge	\$1,500
Subtotal	\$5,060

There is a potential fee of \$750 if the USCIS issues a Request for Additional Evidence

Employee will be responsible for the following fee:

Description	Fee Amount
Premium Processing Fee (Optional)	\$1,225

Attached for your review is the Engagement Letter for retention of services with Kapoor Luther & Loftman Immigration Partners.



KAPOOR | LUTHER | LOFTMAN

IMMIGRATION PARTNERS

February 26, 2018

VIA E-MAIL

Tracey Crawford
Northwest Special Recreation Association

Re: Processing of H-1B Petition for Karyn Emeraldalda

Dear Tracey:

We are pleased that you wish to engage our firm to perform legal services in connection with the processing of an H-1B petition on behalf of Karyn Emeraldalda with the U.S. immigration service authorizing her to work for you as a nonimmigrant worker in a specialty occupation. From our experience, we have found that clients appreciate a frank and open discussion of the services that we will perform and the basis upon which they will be expected to pay for these services. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for these services, and the manner and terms upon which our fees will be paid.

Nature and Scope of Legal Services. You have retained this law firm to represent you in connection with the processing of an H-1B petition on behalf of Karyn Emeraldalda with the U.S. Department of Labor and U.S. Citizenship & Immigration Services. This representation ends upon adjudication of this H-1B petition by the USCIS. Representation for any additional matters, including but not limited to preparing H-1B visa applications at a US consulate or preparing a response to any post-approval inquiries, will require a new retainer agreement. You acknowledge that there are circumstances over which we have no control and which may affect the case. This includes (but is not limited to) changes in the law, changes in government personnel or policies, world events, backlogs, etc. Accordingly, we have not made any warranties or guarantees relative to the outcome of the above matters. You agree that the fees charged are related to the time, effort and skill that we will apply to the above described matters and does not depend upon achieving a particular result.

1. **Fees for Services.** In connection with the above-described legal services, we will bill you at our flat rates. The base Legal Fees for the case will be **\$2,500** payable upon initiation of this matter. Our Legal Fees do not include any USCIS filing fees or other costs described below. In addition, if the USCIS issues a request for evidence requiring a response then we will also bill you **an additional \$750** to prepare the response.

ATLANTA

5555 Glenridge Connector
Suite 200
Atlanta, GA 30342
(404) 459-2505

Kapoor Luther & Loftman Immigration Partners, LLC
www.klimmigration.com

ORLANDO

4767 New Broad Street
#1032
Orlando, FL 32814
(407) 401-8931

2. **Costs & Government Filing Fees.** The costs for government filing fees, academic credentials evaluations, postage, FedEx shipping costs, and other administrative expenses which may be required will be paid directly by you. We are not obligated to advance such costs but may choose to do so in our sole discretion. In this matter, we require a **\$100** costs retainer.
3. **Statements.** Statements for our services and associated costs will be submitted to you on a monthly basis and are payable upon receipt. Any payments made on past due statements are applied first to the oldest outstanding balance. The total payment of the entire fees and costs due under this engagement are the personal responsibility of each person and firm signing this agreement jointly and severally.
4. **Dual Representation.** This agreement excludes any persons or entities not identified below, except that we will represent your employee in a limited capacity. At present we are not aware of any potential or actual conflict of interest; however, it is possible that at some future time your interests could come into conflict. For instance, a conflict of interest could arise if the employment is terminated by either party, resulting in an inability to obtain an immigration benefit through the company's sponsorship. If at any point you feel your best interests are not being met or a conflict has arisen, please inform us so we can take appropriate action, including executing additional consents or withdrawing from this case if necessary.
5. **Withdrawal from Representation.** We both agree to exercise best efforts to effectuate the purposes of this retainer agreement. You shall keep us advised of your current address and telephone numbers at all times. You agree to promptly respond to any request for documents or information. Should you fail to make any of the payments called for herein, we reserve the right, in our discretion, to cease to provide further legal services to you and to withdraw from further representation, notifying any persons necessary of our withdrawal to effectuate communication of the termination of our legal representation. You will, however, remain liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. You agree to pay this firm's attorney's fees and costs to collect any outstanding bills in the event it becomes necessary to file a law suit to collect our fees and costs.

You understand that this representation can be extremely expensive, time consuming, risky and highly problematic with regard to the chances for success. You further understand due to that these reasons, you recognize the right of this firm to withdraw from the case and return the file to you at our discretion whenever we are of the opinion that the chances for success do not justify going forward. If after reasonable investigation of your matter we determine that it is not feasible to proceed, or at any time during our representation, upon notification to you of such fact, we may withdraw from representation under this Agreement.

Further, we reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, if we disagree about the course of action which should be pursued, or if you fail to cooperate with us on a timely basis. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us hereunder. You also agree to the imposition of a charging lien for any money due us.

6. **Acceptance and retainer.** We require a payment of \$2,600 to start the case.

We appreciate your confidence in our firm, and we assure you that we will make every effort to perform our services in a prompt and efficient manner and at a cost proportionate to the value of such services. We look forward to working with you on this matter.

Sincerely,

Kapoor Luther & Loftman Immigration Partners

Romy Kapoor
Attorney at Law

AGREED AND ACCEPTED
this ____ day of _____, 2018.

Tracey Crawford, Executive Director
on behalf of Northwest Special Recreation Association