

**Joint Declaration Regarding  
Good Faith Marriage, Dual Representation & Conflict of Interest**

We hereby jointly declare as follows:

We entered (or will enter) our marriage for the primary purpose of living together in marital union and enjoying each other's love and affection. As a result, we currently reside together. We did (will) not enter the marriage for the sole purpose of gaining immigration benefits.

Neither of us has (or will be) paid or received any type of compensation from the other, or any other party, in exchange for agreeing to provide immigration sponsorship. Neither of us entered into marriage as a favor to the other in order to provide immigration sponsorship. We share a mutual interest in securing an immigration benefit so that we can continue to reside together in marital union in the United States.

Jackson & Hertogs has agreed to represent us before the U.S. Citizenship and Immigration Service ("USCIS") and/or Department of State (DOS) in connection with an application for lawful "conditional" or "permanent" residence for the non-U.S. citizen spouse. We understand and agree that Jackson & Hertogs reserves the right to immediately withdraw as legal counsel in the event that we have entered our marriage in bad faith with the intent of fraudulently misrepresenting our intentions to the federal government. We understand and agree that Jackson & Hertogs LLP reserves the right to determine when such action may be appropriate under the circumstances.

We further understand and agree that Jackson & Hertogs LLP has agreed to represent us jointly before the federal government, and has a legal duty to withdraw as our legal counsel before the federal government, should a conflict of interest arise which prevents Jackson & Hertogs LLP from representing one of us without prejudicing the other. In the event such a conflict arises, we understand that Jackson & Hertogs LLP will provide us with a copy of our file, and that it would become our responsibility to seek separate legal counsel. We understand and agree that Jackson & Hertogs LLP reserves the right to determine when such action may be appropriate.

**Important Notice Regarding Potential Conflicts of Interest:**

In completing and signing this questionnaire, we acknowledge that Jackson & Hertogs LLP is engaged in dual representation of both of us and that the potential for a conflict of interest among the parties may arise. We acknowledge that because of the dual representation, immigration related information gained from one spouse is shared with the other spouse, and that Jackson & Hertogs has **no obligation of confidentiality** between spouses (or fiancés). Also, in event of dispute between the parties, communications between either party and Jackson & Hertogs LLP may **not be subject to a claim of privilege**, and Jackson & Hertogs LLP cannot represent either party in such litigation.

If an actual conflict develops between us (e.g., separation, divorce), Jackson & Hertogs LLP cannot represent both parties, and must resign from the case, and will advise us to seek independent counsel, unless one party provides written consent of Jackson & Hertogs LLP's continued representation of the party in independent immigration matters, and the firm agrees to such continued representation based on a new fee arrangement.

**Important Notice Payment of Fees by Third Party:**

If a third party, including an employer, is paying our legal fees for this process, that third party is not a client except for the limited exception for an employer who must be apprised of any potential or real lapse of work authorization that may be experienced while an application is being prepared or is pending. If an actual conflict develops between us and the employer or other monetary sponsor (*e.g.*, employment is terminated, falling out), we understand that we will be immediately responsible for any fees that have not yet been paid by the employer or monetary sponsor. We understand that in some situations, Jackson & Hertogs LLP cannot continue to represent us if the employment termination presents a conflict of interests between the employer and employee (*e.g.*, any allegation of wrongful termination or termination for cause or similar), and must resign from the case, and will advise us to seek independent counsel, unless the employer provides written consent of Jackson & Hertogs LLP's continued representation of us in independent immigration matters, and the firm agrees to such continued representation based on a new fee arrangement.

In addition, we acknowledge an affirmative duty to notify Jackson & Hertogs of changes of address and other contact information. We will also notify Jackson & Hertogs of any changes regarding the viability of the case, including changes of employment, marital or family status.

We have read and understood this statement and we swear, under penalty of perjury, that the foregoing statements regarding our relationship are true and correct.

**Petitioner & Beneficiary Clients:**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**Individual/Employer who has agreed to pay for legal services, if applicable:**

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

Print Name: \_\_\_\_\_