



The Law Office of Isabel M. Hidrobo, P.C.

Via Federal Express

United States Citizenship and Immigration Services  
California Service Center,  
24000 Avila Road, 2<sup>nd</sup> Floor  
Laguna Niguel, CA 92677

**Re: Form I-129 Petition for O-I Nonimmigrant Classification by DAS, LLC on behalf of**

██████████.

Dear Sir or Madam:

On behalf of our clients, DAS, LLC (hereinafter the "Petitioner") and ██████████ (hereinafter the "Beneficiary") we submit the above-referenced Form I-129 petition to classify the Beneficiary as an alien of extraordinary ability in the field of fashion modeling.

Under 8 CFR § 214.2(o)(2)(iv)(E)(1), "A United States Agent may file a petition in cases involving workers who are traditionally self-employed or workers who use agents to arrange short-term employment on their behalf with numerous employers, and in cases where a foreign employer authorizes the agent to act on its behalf. A petition filed by an agent is subject to the following conditions:

(1) An agent performing the function of an employer must provide the contractual agreement between the agent and beneficiary which specifies the wage offered and the other terms and conditions of employment of the beneficiary.

(2) A person or company in business as an agent may file the petition involving multiple employers as the representative of both the employers and the beneficiary, if the supporting documentation includes a complete itinerary of the event or events. The itinerary must specify the dates of each service or engagement, the names and addresses of the actual employers, and the names and addresses of the establishments, venues, or locations where the services will be performed. A contract between the employers and the beneficiary is required. The burden is on the agent to explain the terms and conditions of employment and provide the required documentation.

(3) A foreign employer who, through a United States agent, files a petition for an O nonimmigrant is responsible for complying with all of the employer sanctions provision of section 274A of the act and 8CFR part 274a.

The Petitioner is the Beneficiary's personal management company, and as such, for the purposes of this petition, is an agent "performing the function of an employer", as permitted under 8 CFR § 214.2(o)(2)(iv)(E)(1). The attached contract between the Petitioner and Beneficiary specifies the compensation and other terms and conditions of the representation, including the dates of representation

and the Petitioner's control over the Beneficiary's career in the Territory, as defined in the contract provided.

In addition, we wish to highlight the following:

1. Per the Service's "Questions and Answers" available on your O-I webpage, in response to Question: "When an agent performing the function of an employer files a petition, are contracts required with employers where the beneficiary will be employed?" The Answer is "No, in the case of an agent performing the function of employer, a contract is **not** required between the beneficiary and the entities that will ultimately use the beneficiary's services."

2. Per the Service's "Questions and Answers" available on your O-I webpage, in response to Question: "What is the itinerary requirement for agents performing the function of an employer?" The Answer is: "A petition which requires the alien to work in more than one location must include an itinerary with the dates and locations of work. There are no exceptions to the itinerary requirement when the petition is filed by an agent performing the function of an employer. However, the USCIS does give some flexibility to how detailed the itinerary must be and does take into account industry standards when determining whether the itinerary requirement has been met. As such, the itinerary should, at a minimum, indicate what type of work the beneficiary will be engaged in, and where and when this work will take place.

Importantly, in May 2011, the Administrative Appeals Office (USCIS' highest level) considered the itinerary requirement and determined that in the case of fashion models who have a management agreement with a modeling agency petitioner who serves as an agent that "performs the function of an employer," the regulatory requirements regarding definitive employment are met as long as the petitioner explains the nature of the event and dates of service, and provides a proposed itinerary listing a representative sampling of the distinguished clients with whom the beneficiary may work during the duration of his/her representation pursuant to the management agreement. We attach an itinerary that meets these requirements at **Exhibit I**.

Finally, and importantly, "evidence confirming dates identified on the itinerary establishing the terms and conditions of the employment and other associated documentation" is **not** listed under the requirements for classification [8CFR 214.2(O)(2)(iv)(E)(1) and 8CFR 214.2(O)(2)(iv)(A)]; nor is this evidence required per the Service's own O-I webpage guidelines. Therefore, we submit that the attached itinerary meets the Service's requirements, taking into account the AAO guidance and industry standards, which are unique to the modeling industry. The itinerary submitted herein, contains dates and locations of work and undeniably meets the requirements for classification, taking into account industry practice.

We refer the Service to Policy Memorandum dated July 20, 2010, PM-602-0003, which states:

"There is no statutory or regulatory authority for the proposition that a gap of certain number of days in an itinerary automatically indicates a "new event"."

Therefore, the Beneficiary's O-I approval should be granted for the full requested three (3) year term in accordance with the submitted itinerary.

In support of the above-referenced petition and application, we submit the following:

1. Checks for Form I-129 and Filing Fee (\$460);
  2. Form G-28;
  3. Form I-129;
  4. O Supplement to Form I-129;
  5. Supporting letter from the Petitioner,
  6. Duplicates of Form I-129, O Supplement, and supporting letter from the Petitioner;
  7. Copy of the Biographic Page of the Beneficiary's passport
1. I 0. Contract between the Petitioner and the Beneficiary; and
  2. I 1. A package of supporting evidence including a proposed itinerary of events and related evidence, along with a peer advisory letter, evidence of awards, a sample of the Beneficiary's tear sheets, press and agency booking statements, all of which establish the Beneficiary's eligibility as a model of extraordinary ability.

We would also like to address an alarming trend in the adjudication of O-I petitions on behalf of foreign models. Increasingly, our office has seen Requests for additional Evidence that fail to take into account the preponderance of the evidence standard. It is well established that the evidentiary standard for the adjudication of visa petitions is preponderance of the evidence. See Matter of Chawathe, 25 I&N Dec. 369 ("in adjudicating the application pursuant to the preponderance of the evidence standard, the director must examine each piece of evidence for relevance, probative value, and credibility, both individually and within the context of the totality of the evidence, to determine whether the fact is probably true.") See also Matter of E-M-, 20 I&N Dec. 77, 79-90 (Comm'r 1989) (if the Petitioner submits relevant, probative, and credible evidence that leads USCIS to believe that the claim is "more likely than not" or "probably true," the Petitioner has satisfied the standard of proof); U.S. v. Cardozo-Fonesca, 480 U.S. 421 (1987) (discussing "more likely than not" as greater than 50% of an occurrence taking place.)

By way of example, the Service has been singling out one tear sheet and stating that it does not constitute evidence of distinction. Such a statement not only relies on false logic (e.g., one tear sheet, standing alone, can never constitute evidence of distinction), it disregards the preponderance of evidence on record. In many cases, the Service disregards all tear sheets that do not contain the name of the designer or publication on grounds that they contain no identifiable source. The Petitioner has gone to great lengths to identify each tear sheet. We would like to emphasize that the Service is required to consider the evidence in its totality and, in this context, accept the representations in the support letter. We would ask the Service to consider whether there is any other way to identify tear sheets that do not contain the name of the designer or publication and to exercise fairness and reason when adjudicating O-I petitions based upon preponderance of the evidence.

Please do not hesitate to let us know if we can be of any further assistance. Thank you for your attention to, and consideration of, this petition.

Very truly yours,



Laura Veal, Esq.



**Notice of Entry of Appearance  
as Attorney or Accredited Representative**  
Department of Homeland Security

**DHS**  
**Form G-28**  
OMB No. 1615-0105  
Expires 03/31/2018

**Part 1. Information About Attorney or Accredited Representative**

1. USCIS ELIS Account Number *(if any)*  
▶

**Name and Address of Attorney or Accredited Representative**

2.a. Family Name *(Last Name)*   
 2.b. Given Name *(First Name)*   
 2.c. Middle Name   
 3.a. Street Number and Name   
 3.b. Apt.  Ste.  Flr.    
 3.c. City or Town   
 3.d. State  3.e. ZIP Code   
 3.f. Province   
 3.g. Postal Code   
 3.h. Country   
 4. Daytime Telephone Number   
 5. Fax Number   
 6. E-Mail Address *(if any)*   
 7. Mobile Telephone Number *(if any)*

**Part 2. Notice of Appearance as Attorney or Accredited Representative**

This appearance relates to immigration matters before  
*(Select only one box):*

1.a.  USCIS  
 1.b. List the form numbers   
 2.a.  ICE  
 2.b. List the specific matter in which appearance is entered   
 3.a.  CBP  
 3.b. List the specific matter in which appearance is entered

I enter my appearance as attorney or accredited representative at the request of:

4. Select **only one** box:  
 Applicant  Petitioner  Requestor  
 Respondent (ICE, CBP)

**Information About Applicant, Petitioner, Requestor, or Respondent**

5.a. Family Name *(Last Name)*   
 5.b. Given Name *(First Name)*   
 5.c. Middle Name   
 6. Name of Company or Organization *(if applicable)*



**Part 2. Notice of Appearance as Attorney or Accredited Representative (continued)**

**Information About Applicant, Petitioner, Requestor, or Respondent (continued)**

- 7. USCIS ELIS Account Number (if any)  
▶
- 8. Alien Registration Number (A-Number) or Receipt Number
- 9. Daytime Telephone Number
- 10. Mobile Telephone Number (if any)
- 11. E-Mail Address (if any)

**Mailing Address of Applicant, Petitioner, Requestor, or Respondent**

NOTE: Provide the mailing address of the applicant, petitioner, requestor, or respondent. Do not provide the business mailing address of the attorney or accredited representative unless it serves as the safe mailing address on the application, petition, or request being filed with this Form G-28.



- 12.f. Province
- 12.g. Postal Code
- 12.h. Country

**Part 3. Eligibility Information for Attorney or Accredited Representative**

Select all applicable items.

- 1.a.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. (If you need additional space, use Part 6.)  
Licensing Authority
- 1.b. Bar Number (if applicable)
- 1.c. Name of Law Firm
- 1.d. I (choose one)  am not  am subject to any order of any court or administrative agency disbaring, suspending, enjoining, restraining, or otherwise restricting me in the practice of law. If you are subject to any orders, explain in the space below. (If you need additional space, use Part 6.)
- 2.a.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States, so recognized by the Department of Justice, Board of Immigration Appeals, in accordance with 8 CFR 292.2. Provide the name of the organization and the expiration date of accreditation.
- 2.b. Name of Recognized Organization
- 2.c. Date accreditation expires (mm/dd/yyyy) ▶



**Part 3. Eligibility Information for Attorney or Accredited Representative (continued)**

3.  I am associated with \_\_\_\_\_, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative is at his or her request.

**NOTE:** If you select this item, also complete **Item Numbers 1.a. -1.b.** or **Item Numbers 2.a. - 2.c.** in **Part 3.** (whichever is appropriate).

4.a.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2)(iv).

4.b. Name of Law Student or Law Graduate  
\_\_\_\_\_

**Part 4. Applicant, Petitioner, Requestor, or Respondent Consent to Representation, Contact Information, and Signature**

**Consent to Representation and Release of Information**

1. I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and DHS policy, I also consent to the disclosure to the named attorney or accredited representative of any record pertaining to me that appears in any system of records of USCIS, ICE or CBP.

When you (the applicant, petitioner, requestor, or respondent) are represented, DHS will send notices to both you and your attorney or accredited representative either through mail or electronic delivery.

DHS will also send the Form I-94, Arrival Departure Record, to you **unless** you select **Item Number 2.a.** in **Part 4.** All secure identity documents and Travel Documents will be sent to you (the applicant, petitioner, requestor, or respondent) at your U.S. mailing address **unless** you ask us to send your secure identity documents to your attorney of record or accredited representative.

If you do not want to receive original notices or secure identity documents directly, but would rather have such notices and documents sent to your attorney of record or accredited representative, please select **all applicable** boxes below:

2.a.  I request DHS send any notice (including Form I-94) on an application, petition, or request to the U.S. business address of my attorney of record or accredited representative as listed in this form. I understand that I may change this election at any future date through written notice to DHS.

2.b.  I request that DHS send any secure identity document, such as a Permanent Resident Card, Employment Authorization Document, or Travel Document, that I am approved to receive and authorized to possess, to the U.S. business address of my attorney of record or accredited representative as listed in this form or to a designated military or diplomatic address for pickup in a foreign country (if permitted). I consent to having my secure identity document sent to my attorney of record or accredited representative's U.S. business address and understand that I may request, at any future date and through written notice to DHS, that DHS send any secure identity document to me directly.

3.a. \_\_\_\_\_

3.b. Date of Signature (mm/dd/yyyy) ▶ 05/24/2017

**Part 5. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before the Department of Homeland Security. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. Signature of Attorney or Accredited Representative  
\_\_\_\_\_

2. Signature of Law Student or Law Graduate  
\_\_\_\_\_

3. Date of Signature (mm/dd/yyyy) ▶ 05/24/2017





# Petition for a Nonimmigrant Worker

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

USCIS  
Form I-129  
OMB No. 1615-0009  
Expires 12/31/2018

|                             |   |  |              |
|-----------------------------|---|--|--------------|
| For<br>USCIS<br>Use<br>Only | Receipt   | Partial Approval (explain)   | Action Block |
|                             | Class: _____<br>No. of Workers: _____<br>Job Code: _____<br>Validity Dates: _____<br>From: _____<br>To: _____ | <input type="checkbox"/> Classification Approved<br><input type="checkbox"/> Consulate/POE/PFI Notified<br>At: _____<br><input type="checkbox"/> Extension Granted<br><input type="checkbox"/> COS/Extension Granted |              |

▶ **START HERE - Type or print in black ink.**

## Part 1. Petitioner Information

If you are an individual filing this petition, complete **Item Number 1**. If you are a company or an organization filing this petition, complete **Item Number 2**.

### 1. Legal Name of Individual Petitioner

|                         |                         |                      |
|-------------------------|-------------------------|----------------------|
| Family Name (Last Name) | Given Name (First Name) | Middle Name          |
| <input type="text"/>    | <input type="text"/>    | <input type="text"/> |

### 2. Company or Organization Name

### 3. Mailing Address of Individual, Company or Organization

In Care Of Name



|                      |                      |  |
|----------------------|----------------------|--|
| Province             | Postal Code          | Country                                    |
| <input type="text"/> | <input type="text"/> | <input type="text" value="United States"/> |

### 4. Contact Information

|                                       |                         |                        |
|---------------------------------------|-------------------------|------------------------|
| Daytime Telephone Number              | Mobile Telephone Number | Email Address (if any) |
| <input type="text" value="REDACTED"/> | <input type="text"/>    | <input type="text"/>   |

### 5. Other Information

|   |                           |                                      |
|---|---------------------------|--------------------------------------|
| Federal Employer Identification Number (FEIN) | Individual IRS Tax Number | U.S. Social Security Number (if any) |
| ▶ <input type="text" value="REDACTED"/>       | ▶ <input type="text"/>    | ▶ <input type="text"/>               |

**Part 2. Information About This Petition** (See instructions for fee information)

1. Requested Nonimmigrant Classification (Write classification symbol):
2. Basis for Classification (select only one box):
- a. New employment.
  - b. Continuation of previously approved employment without change with the same employer.
  - c. Change in previously approved employment.
  - d. New concurrent employment.
  - e. Change of employer.
  - f. Amended petition.
3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "None."
4. Requested Action (select only one box):
- a. Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. (NOTE: A petition is not required for E-1, E-2, E-3, H-1B1 Chile/Singapore, or TN visa beneficiaries.)
  - b. Change the status and extend the stay of each beneficiary because the beneficiary(ies) is/are now in the United States in another status (see instructions for limitations). This is available only when you check "New Employment" in **Item Number 2.**, above.
  - c. Extend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
  - d. Amend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
  - e. Extend the status of a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
  - f. Change status to a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
5. Total number of workers included in this petition. (See instructions relating to when more than one worker can be included.)

**Part 3. Beneficiary Information** (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.)

1. If an Entertainment Group, Provide the Group Name
2. Provide Name of Beneficiary
- |                         |                         |                      |
|-------------------------|-------------------------|----------------------|
| Family Name (Last Name) | Given Name (First Name) | Middle Name          |
| <input type="text"/>    | <input type="text"/>    | <input type="text"/> |
3. Provide all other names the beneficiary has used. Include nicknames, aliases, maiden name, and names from all previous marriages.
- | Family Name (Last Name) | Given Name (First Name) | Middle Name          |
|-------------------------|-------------------------|----------------------|
| <input type="text"/>    | <input type="text"/>    | <input type="text"/> |
| <input type="text"/>    | <input type="text"/>    | <input type="text"/> |
| <input type="text"/>    | <input type="text"/>    | <input type="text"/> |
4. Other Information
- |   |   |   |
|---|---|---|
| Date of birth (mm/dd/yyyy) <input type="text"/> | Gender <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female | U.S. Social Security Number (if any) <input type="text"/> |
|---|---|---|



**Part 4. Processing Information (continued)**

3. Are you filing any other petitions with this one?  
 Yes. If yes, how many? ▶   No
4. Are you filing any applications for replacement/initial I-94, Arrival-Departure Records with this petition? Note that if the beneficiary was issued an electronic Form I-94 by CBP when he/she was admitted to the United States at an air or sea port, he/she may be able to obtain the Form I-94 from the CBP Website at [www.cbp.gov/i94](http://www.cbp.gov/i94) instead of filing an application for a replacement/initial I-94.  
 Yes. If yes, how many? ▶   No
5. Are you filing any applications for dependents with this petition?  
 Yes. If yes, how many? ▶   No
6. Is any beneficiary in this petition in removal proceedings?  
 Yes. If yes, proceed to **Part 9.** and list the beneficiary's(ies) name(s).  No
7. Have you ever filed an immigrant petition for any beneficiary in this petition?  
 Yes. If yes, how many? ▶   No
8. Did you indicate you were filing a new petition in **Part 2.**?  
 Yes. If yes, answer the questions below.  No. If no, proceed to **Item Number 9.**
- a. Has any beneficiary in this petition ever been given the classification you are now requesting within the last seven years?  
 Yes. If yes, proceed to **Part 9.** and type or print your explanation.  No
- b. Has any beneficiary in this petition ever been denied the classification you are now requesting within the last seven years?  
 Yes. If yes, proceed to **Part 9.** and type or print your explanation.  No
9. Have you ever previously filed a nonimmigrant petition for this beneficiary?  
 Yes. If yes, proceed to **Part 9.** and type or print your explanation.  No
10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least one year?  
 Yes. If yes, proceed to **Part 9.** and type or print your explanation.  No
- 11.a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?  
 Yes. If yes, proceed to **Item Number 11.b.**  No
- 11.b. If you checked yes in **Item Number 11.a.**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor (J-1) Status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

**Part 5. Basic Information About the Proposed Employment and Employer**

Attach the Form I-129 supplement relevant to the classification of the worker(s) you are requesting.

1. Job Title  2. LCA or ETA Case Number

**Part 5. Basic Information About the Proposed Employment and Employer (continued)**

3. Address where the beneficiary(ies) will work if different from address in **Part 1**.

Street Number and Name

Various venues across the United States and throughout the world.

Apt. Ste. Flr. Number

City or Town

State

ZIP Code

4. Did you include an itinerary with the petition?  Yes  No

5. Will the beneficiary(ies) work for you off-site at another company or organization's location?  Yes  No

6. Will the beneficiary(ies) work exclusively in the Commonwealth of the Northern Mariana Islands (CNMI)?  Yes  No

7. Is this a full-time position?  Yes  No

8. If the answer to **Item Number 7** is no, how many hours per week for the position?

▶ See contract

9. Wages: \$ See contract per (Specify hour, week, month, or year)

▶ See contract

10. Other Compensation (Explain)

11. Dates of intended employment From: (mm/dd/yyyy) 06/20/2017

To: (mm/dd/yyyy) 06/20/2020

12. Type of Business

Model Management Company

13. Year Established

2016

14. Current Number of Employees in the United States

22

15. Gross Annual Income

Proprietary

16. Net Annual Income

Proprietary

**Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States**

(This section of the form is required only for H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions. It is not required for any other classifications. Please review the Form I-129 General Filing Instructions before completing this section.)

Select **Item Number 1** or **Item Number 2** as appropriate. **DO NOT** select both boxes.

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

- A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
- A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

**Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.)**

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the petitioner, I may be required to submit original documents to U.S. Citizenship and Immigration Services (USCIS) at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records that USCIS needs to determine eligibility for the immigration benefit sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that any supporting evidence submitted in support of this petition may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

I certify, under penalty of perjury, that I have reviewed this petition and that all of the information contained in the petition, including all responses to specific questions, and in the supporting documents, is complete, true, and correct.

**1. Name and Title of Authorized Signatory**

2. [Redacted]

**3. Signatory's Contact Information**

Daytime Telephone Number

Email Address (if any)

[Redacted]

[Redacted]

**NOTE:** If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

**Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner**

Provide the following information concerning the preparer:

**1. Name of Preparer**

Family Name (Last Name)

Given Name (First Name)

VEA.

LAURA

**2. Preparer's Business or Organization Name (if any)**

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

The Law Office of Isabel M. Hidrobo, P.C.

**Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner (continued)**

**3. Preparer's Mailing Address**

|                        |                          |                          |                                     |        |
|------------------------|--------------------------|--------------------------|-------------------------------------|--------|
| Street Number and Name | Apt.                     | Ste.                     | Flr.                                | Number |
| 110 East 25th Street   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2      |
| City or Town           | State                    |                          | ZIP Code                            |        |
| New York               | NY                       |                          | 10010                               |        |
| Province               | Postal Code              | Country                  |                                     |        |
|                        |                          | United States            |                                     |        |

**4. Preparer's Contact Information**

|                          |            |                        |
|--------------------------|------------|------------------------|
| Daytime Telephone Number | Fax Number | Email Address (if any) |
| [REDACTED]               | [REDACTED] | [REDACTED]             |

**Preparer's Declaration**

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

**5. Signature and Date**

|   |                                   |
|---|-----------------------------------|
| Signature of Preparer   | Date of Signature<br>(mm/dd/yyyy) |
|  | 05/24/2017                        |

**Part 9. Additional Information About Your Petition For Nonimmigrant Worker**

If you require more space to provide any additional information within this petition, use the space below. If you require more space than what is provided to complete this petition, you may make a copy of **Part 9**, to complete and file with this petition. In order to assist us in reviewing your response, you must identify the **Page Number, Part Number and Item Number** corresponding to the additional information.

1. A-Number ▶ A-

2. **Page Number**  **Part Number**  **Item Number**

There exists no recognized labor organization or peer group for fashion personnel in the United States. See matter of Ford Models, Inc. EAC-92-171-50797 (AAU Oct. 16, 1992).

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3. **Page Number**  **Part Number**  **Item Number**

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4. **Page Number**  **Part Number**  **Item Number**

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# O and P Classifications Supplement to Form I-129

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

USCIS  
Form I-129  
OMB No. 1615-0009  
Expires 10/31/2018

## Section 1. Complete This Section if Filing for O or P Classification

1. Name of the Petitioner

DAS, LLC

Name of the Beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries included.

2.a. Name of the Beneficiary

[REDACTED]

OR

2.b. Provide the total number of beneficiaries:

[REDACTED]

3. Classification sought (select **only one** box)

- a. O-1A Alien of extraordinary ability in sciences, education, business or athletics (not including the arts, motion picture or television industry)
- b. O-1B Alien of extraordinary ability in the arts or extraordinary achievement in the motion picture or television industry
- c. O-2 Accompanying alien who is coming to the United States to assist in the performance of the O-1
- d. P-1 Major League Sports
- e. P-1 Athlete or Athletic/Entertainment Group (includes minor league sports not affiliated with Major League Sports)
- f. P-1S Essential Support Personnel for P-1
- g. P-2 Artist or entertainer for reciprocal exchange program
- h. P-2S Essential Support Personnel for P-2
- i. P-3 Artist/Entertainer coming to the United States to perform, teach, or coach under a program that is culturally unique
- j. P-3S Essential Support Personnel for P-3

4. Explain the nature of the event.

Please see attached letter and supporting documents.

5. Describe the duties to be performed.

Please see attached letter and supporting documents.

6. If filing for an O-2 or P support classification, list dates of the beneficiary's prior work experience under the principal O-1 or P alien.

7.a. Does any beneficiary in this petition have ownership interest in the petitioning organization?

- Yes. If yes, please explain in **Item Number 7.b.**
- No.

**Section 1. Complete This Section if Filing for O or P Classification (continued)**

7.b. Explanation

\_\_\_\_\_

8. Does an appropriate labor organization exist for the petition?  
 Yes  No. If no, proceed to **Part 9.** and type or print your explanation.

9. Is the required consultation or written advisory opinion being submitted with this petition?  
 Yes  No - copy of request attached  N/A

If no, provide the following information about the organization(s) to which you have sent a duplicate of this petition.

**O-1 Extraordinary Ability**

10.a. Name of Recognized Peer/Peer Group or Labor Organization

\_\_\_\_\_

10.b. Physical Address

Street Number and Name  Apt.  Ste.  Flr.  Number   
City or Town  State  ZIP Code

10.c. Date Sent (mm/dd/yyyy)

10.d. Daytime Telephone Number

**O-1 Extraordinary achievement in motion pictures or television**

11.a. Name of Labor Organization

\_\_\_\_\_

11.b. Complete Address

Street Number and Name  Apt.  Ste.  Flr.  Number   
City or Town  State  ZIP Code

11.c. Date Sent (mm/dd/yyyy)

11.d. Daytime Telephone Number

12.a. Name of Management Organization

\_\_\_\_\_

12.b. Physical Address

Street Number and Name  Apt.  Ste.  Flr.  Number   
City or Town  State  ZIP Code

12.c. Date Sent (mm/dd/yyyy)

12.d. Daytime Telephone Number

**Section 1. Complete This Section if Filing for O or P Classification (continued)**

**O-2 or P alien**

13.a. Name of Labor Organization

13.b. Complete Address

Street Number and Name

Apt. Ste. Flr. Number

City or Town

State

ZIP Code

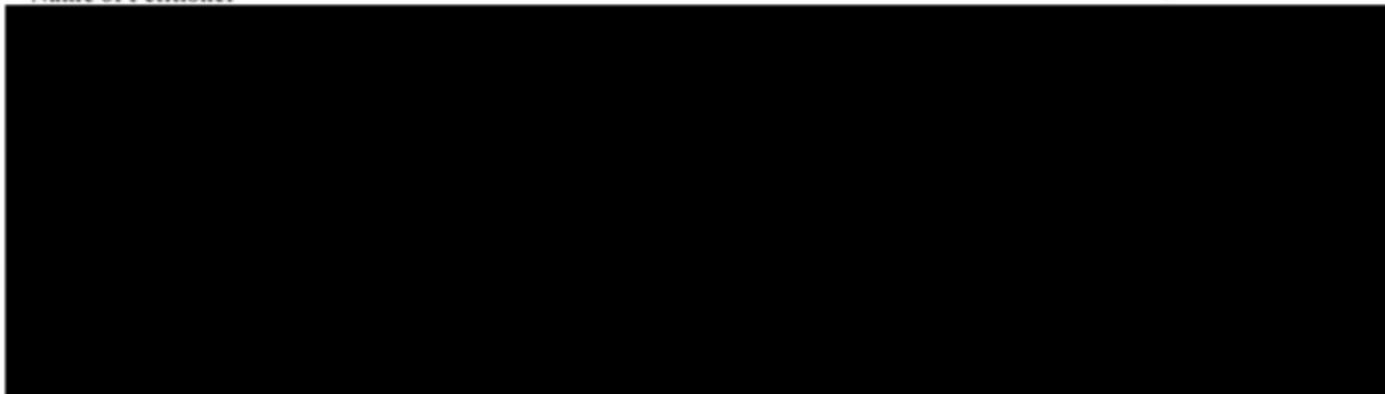
13.c. Date Sent (mm/dd/yyyy)

13.d. Daytime Telephone Number

**Section 2. Statement by the Petitioner**

I certify that I, the petitioner, and the employer whose offer of employment formed the basis of status (if different from the petitioner) will be jointly and severally liable for the reasonable costs of return transportation of the beneficiary abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

1. Name of Petitioner



2.

3.



May 30, 2017

BY FEDEX

United States Citizenship and Immigration Services  
California Service Center  
24000 Avila Road, 2<sup>nd</sup> Floor  
Laguna Niguel, CA 92677

DAS LLC  
[REDACTED]

- Petitioner  
- Beneficiary

Dear Sir or Madam:

This letter is being submitted in support of our Petition to obtain O-1B classification for Ms. [REDACTED] as an alien of extraordinary ability in the arts. She is an internationally renowned fashion model with extraordinary ability in her field. This petition is being filed to enable Ms. [REDACTED] to work as a fashion model in the United States for a three year period.

**Extraordinary ability in the arts means “distinction,” which is defined as “a high level of achievement in the field of arts evidenced by a degree of skill and recognition substantially above that ordinarily encountered” – see INA Section 101(a)(46), 8 CFR Section 214.214.2(o)(3)(ii). The very fact that the Beneficiary is featured in articles about her modeling for *Maxim Magazine*, *GQ Mexico*, has starred on the cover pages and in fashion editorials for leading mainstream and cutting-edge fashion magazines such as *L’Officiel*, *Elle*, *Men’s Health*, *Sky Life*, among others, and starred in runway shows and other productions for top designers, brands, and retailers such as Eres among many more, indicates that she has achieved recognition beyond that ordinarily encountered in the industry.**

Moreover, Ms. [REDACTED] has been sought out for representation in the United States by the Petitioner, a prestigious model management organization in America, which has a history of only representing talent with a sustained record of prominence and international acclaim in the field. The Beneficiary’s acclaim is further cemented by her agency representation around the world.

**I. Preponderance of the Evidence Standard**

It is well established that the evidentiary standard for the adjudication of visa Petitions is preponderance of the evidence. See Matter of Chawathe, 25 I&N Dec. 369 ("in adjudicating the application pursuant to the preponderance of the evidence standard, the director must examine each piece of evidence for relevance, probative value, and credibility, both individually and within the context of the totality of the evidence, to determine whether the fact is probably true.") See also Matter of E-M-, 20 I&N Dec. 77, 79-90 (Comm'r 1989) (if the Petitioner submits relevant, probative, and credible evidence that leads USCIS to believe that the claim is "more likely than not" or "probably true," the Petitioner has satisfied the standard of proof); *U.S. v. Cardozo-Fonesca*, 480 U.S. 421 (1987) (discussing "more likely than not" as greater than 50% of an occurrence taking place.)

The Service should consider the totality of evidence and give proper weight and consideration to the reputation and distinction of the authors of letters submitted, and the substantial evidence submitted which includes voluminous evidence of her published modeling work, published articles about the Beneficiary, evidence of her level of remuneration and evidence of her representation with multiple top international agencies, instead of raising the standard of proof by requesting overly burdensome details that are not aligned with industry practice.

The preponderance of the evidence standard is in line with the Service's own policies, as set out in the "Adjudicator's Field Manual (Chapter 10), An Overview of the Adjudication process, Part 10.5 (2). The Manual states that "RFEs should, if possible be avoided. Requesting additional evidence or returning a case for additional information may unnecessarily burden USCIS resources, duplicate other adjudication officers' efforts, and delay case completion." The Manual also states that "[e]vidence or information not submitted with the application, but contained in other USCIS records or readily available from external sources should be obtained from those sources first rather than going back to the applicant for information or evidence." *Id* at Chapter 10.5.

Thus, the Service Center should not overstep the legal standard and require documentation of each and every publication and designer/brand for which Beneficiary has appeared. The Petitioner will provide numerous tear sheets, website printouts, and other supporting materials demonstrating that the Beneficiary has appeared in numerous fashion shows, editorial spreads for leading publications, advertising campaigns, and marketing materials. In view of the extensive number of appearances, the Petitioner will provide a representative sampling showcasing the Beneficiary's work. Based on the "preponderance of the evidence" standard, the Petitioner is not required to submit evidence of all instances of the Beneficiary's work. The Service is required to consider the evidence in its totality and, in this context, accept the representations in the support letter, and the testimonial letters from the Beneficiary's agencies.

**We reiterate, in considering the quality and content of this evidence, the Service should not raise the standard of proof in this proceeding to "clear and convincing" instead of "preponderance of the evidence."**

## II. The Petitioner

DAS LLC (DAS Model Management) is an independent model management firm built on the principle of providing professional management and representation for top talent, while redefining the traditional client experience.

DAS Model Management focuses on consistency and attention to detail, striving to enhance the model and fashion industry from the heart of Miami Beach to established and newly discovered clients worldwide, complementing models to customers, strengthening relationships with professionalism and dedication to best suit talent to particular campaigns and images. DAS Model Management elevates the importance of individuality to create an enduring path to success and empowers mass market appealing faces with strong personalities to build their own authentic brands. DAS Model Management represents hundreds of men and women; working to advance each model's career by working it's expansive international network and relationships with important agencies and clients throughout the world.

### III. Translations for Tearsheets

The only foreign language text submitted without translations are clothing taglines on the tear sheets. Translations are irrelevant for these cases as the images speak for themselves. The tear sheets are submitted solely to demonstrate the Beneficiary's highly prominent modeling career, and any text contained within the tear sheets is superfluous. The text identifies clothing, and is not material to the evidence presented. Translations of these documents, therefore, is not necessary for the purpose of establishing eligibility for O-1 classification. We again direct the Service's attention to the preponderance of the evidence standard: it is clear from the support letter that the images are provided to document the fact that Beneficiary has appeared in magazines and advertising campaigns of major significance, not to document which particular piece of clothing the Beneficiary is modeling. The Service has accepted this for many previous years, recognizing that to require a translation of text which does not assist in the adjudication of the case would be overly burdensome and a waste of resources, not in line with the Service's own policies and memorandums.

### VI. Peer Letter

It is well established that Matter of Ford Models Inc. EAC-92-171-50790 (AAU October 16, 1992) clearly states, "There exists no recognized labor organization or peer group for fashion personnel in the United States." However, USCIS has recently started to demand peer letters. In order not to delay the case with an unnecessary request for additional evidence, we attach a peer letter and biographic information about the signatory at **Exhibit A**. The peer letter and accompanying biographic information clearly indicate the author's expertise in the fashion industry. The signatory is familiar with the nature of the duties to be performed by a distinguished fashion model and attests that the position to be filled by the Beneficiary in the United States undoubtedly requires the services of a foreign national with extraordinary ability. The signatory further attests that based on a review of the Beneficiary's career track record and achievements, the Beneficiary undoubtedly possesses extraordinary ability in the field of fashion modeling and this has enabled her to achieve prominence and distinction in the field.

### V. Proof of Prominence

The Beneficiary has sustained national and international acclaim and recognition for her achievements in modeling. With this petition, we will provide a representative sampling of the Beneficiary's work product to give the Service an idea of the totality of the Beneficiary's recognition and prominence. Please note that this is only a representative sampling and is by no means a complete portfolio of the Beneficiary's work. However, in the interests of timeliness, it

is impractical if not impossible, to collect and submit evidence of each and every modeling job done by the Beneficiary. We trust the Service understands this and will consider the totality of the evidence submitted in accordance with the "preponderance of the evidence" standard and its own adjudication guidelines, before requesting evidence of every publication in which the Beneficiary has appeared.

On the following pages we will show by a preponderance of the evidence that the Beneficiary satisfies at least the requisite three – and, in fact, five – of the criteria required to demonstrate prominence in the field of fashion modeling.

**A. Evidence that the Beneficiary has performed, and will perform, a lead, starring role for productions and events that have a distinguished reputation.**

**1. Ms. [REDACTED] Lead/Starring Role for Fashion and Lifestyle Publications**

Top fashion and lifestyle publications rely on eye-catching images to attract readers and consumers. The models who appear on their covers and in their editorials are key to ensuring that they are targeting the desired consumers. Ms. [REDACTED] has been featured in the following publications, among others (the following list is not exclusive):

- *L'Officiel*
- *L'Officiel Hommes*
- *Elle*
- *Maxim*
- *GQ*
- *Men's Health*
- *Sky Life (Cover)*
- *Lamoda*
- *Marie Claire*
- *Cosmopolitan*
- *Dobrie Sovetie*
- ... and more

For evidence and confirmation of these appearances, see the Beneficiary's tear sheets attached at **Exhibit B**. Each image has been identified as to the publication, and furthermore, many of the tearsheets specifically show the publication name and refer to the Beneficiary by name.

Please note that a model can appear in hundreds of editorials every year. Therefore it is unreasonable to expect that a model can provide an image for each and every job the model has worked. Submitted at **Exhibit B** is a representative sample of tear sheets evidencing the Beneficiary's appearances in the above-listed publications.

We attach information about a representative selection of the above-named magazines, which evidences their distinguished nature, at **Exhibit C**. As discussed, under the preponderance of the evidence standard, the Petitioner is not required to provide information about the distinguished reputation of each and every production for which the Beneficiary has appeared. The Petitioner therefore provides information about a representative sampling of publications.

The publications which Ms. [REDACTED] has appeared in are some of the top fashion and lifestyle publications in the world. Hundreds of models attend castings for an opportunity to appear in these publications. Out of those hundreds, Ms. [REDACTED] is consistently selected to feature as the

starring model in multiple page editorial spreads. Furthermore, she has been featured by name and interviewed about her career as a model in *Maxim Magazine*, *GQ Mexico*, *Jurgita Magazine*.

*Cosmopolitan* is the best-selling young women's magazine in the U.S., reaching more than 17 million readers a month. *Cosmopolitan* delivers the latest news on relationships, work and money, fashion and beauty, health, self-improvement and entertainment. In addition to the U.S. flagship, *Cosmopolitan* is present in more than 80 countries around the world and is published by one of the one of the biggest media companies in the world, Hearst.

**Maxim:** Maxim is an international men's magazine launched in 1995. It has a circulation of approximately 9 million readers each month, with their digital edition reaching over 4 million viewers per month. It is published in 16 editions and sold in 75 countries around the world.

**GQ Mexico:** GQ was launched in 2006 and is a leading authority on men's fashion and lifestyle. It has won the CANIEM award twice and has readership figures of 1,203, 328 and circulation of 300,832.

For a magazine, the photographs are the single most important factor in securing publication sales. The individuals featured on the pages of a magazine are the first to catch the attention of a potential reader. As such, many top publications feature the most popular actresses, musicians, and other celebrities. A model appearing in such publications must also have the power to convince a consumer to purchase the publication, thereby driving sales and advertising revenues. For fashion magazines in particular, this is absolutely paramount, as images are the primary driver of sales for these periodicals.

In order to produce a magazine editorial, magazine cover, runway show, advertising campaign, or catalogue, the company is required to enlist the services of numerous professionals, including hair, makeup and wardrobe stylists, lighting professionals, photographers, videographers, marketing personnel, copywriters, and numerous others. The model, however, is at the very forefront of each production because the model is what the consumer sees. The model necessarily plays a leading and starring role in these productions because she is the sole person that the consumer sees. The model's image is the sole connection between the production or event and its consumers, and as such, the model is singlehandedly responsible for captivating the company's consumers and promoting sales. When featured in the publications listed above, Ms. [REDACTED] starred in a distinguished production (the magazine) and played a critical role for these magazines, serving as a key factor in securing sales. Through her image she is able to capture consumer attention, which drives potential readers to pick up the magazine and purchase copies.

The Service has previously considered nearly identical supporting evidence and has concluded that it does establish qualification for this criterion. Such past acknowledgements by the Service reflect the Service's prior understanding that fashion models who appear on the cover and in editorials of renowned publications are undoubtedly playing a critical role for the production as they must audition for the role, and are only cast if they meet the criteria of critical importance to the production.

## 2. Ms. [REDACTED] Lead/Starring Role for Advertising Campaigns and Runway Shows

When a model is featured in a runway show, advertising campaign or marketing materials for an esteemed designer or brand, she stars in a "distinguished production" (i.e. the fashion show, ad

campaign, etc) and the critical role she plays for the designer/brand is undeniable. Ms. [REDACTED] has been featured in runway shows and marketing materials for the following distinguished designers and brands, among others (the following list is not exhaustive):

- Alina Assi
- Grunge John Orchestra Explosion
- Firdaws
- Eres
- Maria Golubeva
- Liza Romanchyk
- Versace
- Hakama
- Anastasia Zoloto

... and more

For evidence and confirmation of these appearances, see the Beneficiary's tear sheets attached at **Exhibit B**, and press about the Beneficiary and her distinguished career as a model at **Exhibit D**.

The brands listed above are undoubtedly organizations which have distinguished reputations:

**Alina Assi:** The eponymous label was founded in 2004 by Alina Assi. Since then, her designs have been showcased in Russia, Canada, America and Lebanon. Her designs are regularly showcased during the prestigious Moscow Fashion Week, and she also designs for operas and plays around the world.

**Grunge John Orchestra Explosion:** The brand was started in 2008 in Russia with a flagship store opening in Moscow. Since then, the brand has partnered with major stores and brands in Russia and throughout the world, including leading sportswear brand Adidas.

**Firdaws:** Firdaws is a ground breaking design brand which has garnered much international attention. It was founded in 2009 and incorporates traditional forms of Islamic dress with elegance and haute couture.

**Eres:** Eres is one of the leading lingerie and swimwear brands in Russia. Owned by world-famous luxury fashion house Chanel, it has carved out a name for itself as one of the top high-end lingerie companies, and has been featured in The New York Times.

**Maria Golubeva:** Maria Golubeva began her career after enjoying great success in the MUZ television channel's Fashion Academy Project in 2011. Since then, her designs have been showcased at the Mercedes Benz Fashion Week in Moscow. She has worked with top publications including Tatler, Allure, L'Officiel, and more. Her designs are known for their flowing lines and neutral colors.

We provide additional information about a representative sample of these brands to establish their distinguished reputation at **Exhibit E**.

**As noted above, Ms. [REDACTED] has been selected to walk the runway as a starring model for countless designers during the prestigious Mercedes Benz Fashion Week in Moscow.** With regard to fashion shows, being selected to walk at one of the international fashion weeks is

considered one of the most coveted roles a model can land, and draws attendees and media coverage from all around the world. Fashion shows are major international industry events that draw in millions of dollars. They are attended by celebrities, retail buyers and press and are one of the most persuasive and influential-marketing tools used by fashion designers. Only top designers showcase their work in such venues.

As such, fashion designers are extremely detailed and diligent in putting on these productions. Designers want to convey particular feelings, styles, and statements with their work and each nuance helps establish their vision. While many professionals contribute to these productions, such as hair and makeup stylists, lighting designers, stage crews, photographers and videographers, to name a few, it is the models that wear the clothing and are the exclusive focus of the audience. Designers are extremely particular in selecting which models wear their clothing, the order in which the models walk out or present the clothes, and the specific outfits that each model wears. Fashion models are unquestionably the stars of runway shows and presentations and they have a major impact on the retail and commercial basis of the entire industry. The fact that the Beneficiary has walked for top designers (as evidenced by Exhibit B is a clear indication of her status as a supermodel. It also indicates the trust that these designers placed on her ability to sell their product. Their choice of Ms. [REDACTED] reflects the companies' confidence in her status and ability to deliver for them in this role. The critical role she has played for them is indisputable.

In relation to the modeling work mentioned above, please note that the publications in which the advertisements or fashion show images appear are irrelevant to evaluating whether a given campaign or runway show is a distinguished production. The statute does not require that the Petitioner provide circulation information, nor does it require that the Petitioner provide the context in which the advertisements or runway shows appear. It states only that the production should have a "distinguished reputation." In the modeling world, advertising campaigns and runway shows are productions. The relevant information is the distinguished reputation of the designer or company/brand, which the model represents, not the publication where the advertisement or fashion show appears. This is especially true for runway work, which does not appear in a publication per se. There are many ways to show the distinguished reputation of a designer, including information about the company's revenue, distribution, fashion week appearances, celebrities that have worn the designs, original contributions, images of designs, etc.

In playing a lead or starring role in these distinguished productions, Ms. [REDACTED] also plays a critical role for the organizations that she represents. A model's involvement in these companies' promotional efforts reflects the model's absolutely critical role in these multi-billion dollar businesses. Without the model, there is no campaign or runway show. Ms. [REDACTED] serves as the "the face" of that brand. As such, she undoubtedly plays a critical role for each of those companies because her image is used to increase brand awareness and brand desirability, and ultimately sales.

As proof that Beneficiary will play a critical role for productions of distinguished reputation, we refer the Service to the itinerary of proposed clients, attached hereto as **Exhibit F**. Importantly, in May 2011, the Administrative Appeals Office (USCIS' highest level) considered the itinerary requirement and determined that in the case of fashion models who have a management agreement with a modeling agency Petitioner who serves as an agent that "performs the function of an employer," the regulatory requirements regarding definitive employment are met as long as the Petitioner explains the nature of the event and dates of service, and provides a

proposed itinerary listing a representative sampling of the distinguished clients with whom the beneficiary may work during the duration of his/her representation pursuant to the management agreement.

Based on her track record of success, the Beneficiary will continue to play a leading role for distinguished productions in the future. Many models have been sponsored by Petitioner and have gone on to enjoy successful careers with the agency's distinguished clients – indeed, the agency's revenues and its industry reputation depends on the caliber of the models it represents and its success in securing bookings for those models. With her history as a leading model and a driving force behind agencies' bottom-line revenue, the Beneficiary will absolutely play a leading and critical role for the Petitioner and the clients for whom he works. Petitioner would not offer a model a three year contract, nor would it sponsor the Beneficiary for work authorization, if the agency were not convinced that she will enjoy a lucrative career working for its distinguished clients.

As additional proof of the lead and starring role Ms. [REDACTED] will play for the distinguished clients of the Petitioner, and for Petitioner, we provide a signed letter from the Vice President of DAS LLC at Exhibit G. Paolo Buonfante confirms:

*"We anticipate booking her with prestigious magazines designers and brands such as Venus Swimwear, Macy's, JC Penny, Kohl's, Belk, Ocean Drive Magazine, Cosabella, Luli Fama and Bon Ton. In our experience, models of Ms. [REDACTED] caliber command a day rate of approximately \$2,000 for work with clients such as the above, which is clearly in the top tier of remuneration for models in the United States. Ms. [REDACTED] will earn this high income because of her international recognition and the starring and critical role she will play for these clients. I also confirm that Ms. [REDACTED] will play a critical role for DAS. As an agency, we are wholly reliant on the ability of our talent to earn top rates such as the above in order to generate our revenue. As a top international model capable of generating huge amounts of income for our agency, Ms. [REDACTED] will be crucial to our agency's success."*

We urge the Service to consider this carefully, giving proper weight to the industry expertise of the Petitioner. Mr. Buonfante is the Vice President of DAS and served previously as Director of Elite Model Management Miami, having over 22 years of model management experience in both Europe and the United States.

As such, we submit that there is sufficient evidence to establish that the Beneficiary has played, and will play, a lead or starring role in distinguished productions/events.

**B. Evidence that the Beneficiary has achieved national or international recognition for achievements as evidenced by published materials.**

Ms. [REDACTED] is recognized for her modeling work in her home country of Russia and throughout Europe and Asia. She is clearly a model of extraordinary ability who has an impressive record of sustained international acclaim – the US Petitioner would not be seeking her out for representation in the United States if this was not the case.

Ms. [REDACTED] international recognition and acclaim is well documented by press articles and interviews about the Beneficiary and her modeling career in some of the top fashion and lifestyle publications in the world including *Maxim*, *GQ Mexico* and *Jurgita Magazine*. A sampling of

English language press featuring Ms. [REDACTED] is provided at Exhibit D, and information to establish their distinguished reputation is provided at Exhibit E. Below are extracts from only a sampling of articles that feature Ms. [REDACTED]:

We wish to emphasize that the articles feature Ms. [REDACTED] because she is a top model in the industry. Additionally, Ms. [REDACTED] career in modeling is the clearly the focal point of the published material.

Furthermore, Ms. [REDACTED] appearance in countless top magazines including *Cosmopolitan*, *L'Officiel*, *Elle*, *Men's Health*, and her appearance on the runway for top international designers is further evidence of the level of international recognition she has achieved.

These magazines, designers and brands are recognized as distinguished, either internationally or in the geographic market(s) in which they have a presence. The substantial volume of published materials showcasing Ms. [REDACTED] modeling work is evidence of the international recognition she has received for her achievements.

We note that sustained success in the world of fashion happens very quickly compared to other fields. In the world of modeling, careers are short relative to other fields, so that sustained success in fashion can be determined by the tremendous exposure garnered in a relatively short period of time. In one or two seasons, a top model will be exposed to hundreds of thousands of fashion experts, travel the world, and work around the clock.

In relation to the Beneficiary's magazine appearances, these widely read and influential magazines are instrumental in maintaining the popularity of top fashion and beauty companies and their brands, and the models that appear on their pages, like Ms. [REDACTED], are a driving force in helping them achieve their mission. The fact that Ms. [REDACTED] regularly appears on the pages of these widely read magazines provides her with a significant amount of recognition and acclaim as a fashion model. The opportunity for a fashion model to appear in publications of this caliber undeniably qualifies as national and international recognition for achievements evidenced by published materials by or about the beneficiary in major newspapers, trade journals or other publications and is a clear indicator of excellence in her field. The Service has previously considered nearly identical supporting evidence (appearance in major publications) and has concluded that it does establish qualification for this criterion (i.e. evidence that the beneficiary has received national or international recognition for achievements). Such past acknowledgement by the Service reflects the Service's prior understanding that the fashion industry and the fashion models operating therein are distinct from the traditional film and television industries and that evidence available to fashion model beneficiaries is going to differ from that available to movie and television stars.

In relation to the Beneficiary's appearances in advertising campaigns and marketing materials for distinguished brands, these brands only choose models who are guaranteed to maximize the exposure of their products to consumers on a national and/or international level. Their choice to use Ms. [REDACTED] as the marquee vehicle for promoting their products is clearly evidence of their recognition of her extraordinary ability as a fashion model. It is also significant to note that the advertising industry often uses leading figures to market their products (for example, Lady Gaga for Tiffany; Taylor Swift for Covergirl; and Natalie Portman for Dior). Thus, models must not only compete with other models for these coveted campaigns but must compete with the world's top actresses and entertainment figures as well. Thus, for a model to land an advertising campaign for a major brand is another indicator of a model's international acclaim and standing in the competitive modeling industry.

These runway images, editorial images, and advertising/marketing materials are the primary way that fashion models are recognized for excellence in their work – as they are selected among hundreds, or even thousands, for each job they land. The opportunity to appear in top internationally recognized publications, and for top national and international brands/designers, is something that only the world's most respected and recognized models can attain. The Beneficiary's appearances for major design houses/fashion brands and in publications such as those referenced above constitutes ample recognition of the Beneficiary's excellence in the field of modeling.

In view of the foregoing, we submit that given the amount of international attention the Beneficiary has already garnered for her work as a model, the Beneficiary has undoubtedly received international and national recognition for her work as fashion model of extraordinary ability.

**C. Evidence that the Beneficiary has performed a lead, starring or critical role for organizations and establishments that have a distinguished reputation.**

**1. Critical role for Publications**

As previously detailed herein, the critical role that Ms. [REDACTED] plays for fashion publications is undeniable. We refer the Service to our arguments above. When featured in key fashion editorials of the publications listed above, Ms. [REDACTED] has played a critical role for these magazines, serving as an important factor in securing sales. She is able to capture consumer attention from the newsstand, which drives potential readers to pick up the magazine and purchase copies. This directly affects the bottom line (revenue) of the entire establishment.

**2. Critical Role for Designers and Brands**

In addition, for every advertising campaign or runway show in which Ms. [REDACTED] has starred, she is a key (or even the sole) conduit between the company/brand and the consumer. As the face of the brands listed above, she draws consumers in, attracting them to the product and promoting sales, thereby driving the companies' revenues.

**3. Critical Role for Modeling Agencies**

Ms. [REDACTED] has been represented by the following prestigious modeling agencies worldwide:

- Fashion (Moscow)
- Baystar Model Management (Beijing)
- President Model Management (Moscow)
- World Top Models (Tokyo)
- EM International Model Management (China)
- ... among others

Evidence of this representation is attached in the form of Beneficiary's model comp cards attached at **Exhibit G**. We attach evidence of the distinguished nature of the above agencies at **Exhibit H**.

Ms. [REDACTED] has also been chosen for representation by the Petitioner, a highly prestigious agency for models in the United States. The distinguished reputation of the Petitioner should be apparent from the description contained herein (see page 3 of this letter) and we attach further

information to substantiate the Petitioner's distinguished reputation at **Exhibit H**. Additional evidence of her critical role for agencies is confirmed by her day rate letter provided at **Exhibit G**. As the letter notes, Ms. [REDACTED] earns an extremely high day rate for her work.

Modeling agencies exist exclusively on the basis of the work secured by their models. Agencies' entire revenue stream relies on commissions from their models. Without successful models who book work with top clients, agencies would have no revenue. Agencies go to great lengths to promote and retain their top models: the critical role that top models play for agencies cannot be overstated. A modeling agency's success is measured by industry reputation as well as bottom-line revenue. If an agency has an outstanding industry reputation, the agency is able to attract the world's most prominent models. Agencies require the most prominent models for the most lucrative assignments, in order to drive their revenues. Because a modeling agency's revenue is derived from a percentage of the client contract jobs, top models play a critical role in an agency's financial success.

Based on her track record of work for her international agencies to date, and the proposed itinerary of work submitted in connection with this petition at **Exhibit F**, we submit that Ms. [REDACTED] has played a critical role for her agencies to date (and will play a critical role for the Petitioner, if approved for O-1 classification) in terms of the volume of work she is able to secure, and the fees she is able to command (from which the agencies receive a commission).

As such, we respectfully submit that Ms. [REDACTED] has undoubtedly played, and will play, a critical role for organizations and establishments that have a distinguished reputation.

**D. Evidence that the Beneficiary has received significant recognition for achievements from organizations, critics, government agencies, or other recognized experts in the field of endeavor.**

Ms. [REDACTED] significant recognition and acclaim is well documented by press articles and interviews about the Beneficiary and her modeling career in some of the top fashion and lifestyle publications in the world including *Maxim*, *GQ Mexico* and *Jurgita Magazine*. A sampling of English language press featuring Ms. [REDACTED] is provided at **Exhibit D**, and information to establish their distinguished reputation is provided at **Exhibit E**.

**We wish to emphasize that the articles feature Ms. [REDACTED] because she is a top model in the industry. Additionally, Ms. [REDACTED] career in modeling is the clearly the focal point of the published material.**

Ms. [REDACTED] international agency representation (as evidenced by her agency comp cards/online profiles attached at **Exhibit G**) is also testament to her significant and widespread recognition by experts in the field. These agencies would not have chosen to represent Ms. [REDACTED] unless they were certain of her extraordinary ability and commercial potential (i.e. earning capacity) as a model. Top agencies must be very selective in who they choose to represent, as without the right talent, they cannot secure engagements with distinguished clients, and would lose their reputation as a top agency.

Information about these agencies is attached at **Exhibits H** to verify their distinguished industry standing and status as experts in the modeling field. These top-ranking agencies would not have chosen to represent Ms. [REDACTED] unless they were certain of her extraordinary ability and

commercial potential (i.e. earning capacity) as a model. An agency's ability to select and secure top talent is necessary to ensure its success and the individuals responsible for making these recruitment decisions must be experts in the modeling field with a proven track record of achievement in the fashion industry.

All of these agencies are leading agencies in their respective markets and the agency comp cards attached at Exhibit G confirm that the very fact that the Beneficiary has been able to secure representation by agencies of that caliber is indicative of her recognition and distinction in the modeling field.

Modeling jobs for prestigious clients are the way that a model will gain recognition for their work. Furthermore, as explained, these jobs are the way that agencies generate their income. The fact that these distinguished organizations have selected Ms. [REDACTED] to grace their editorial pages, runways, and represent their products unequivocally demonstrates her significant recognition as a top model; she has achieved significant recognition from the best in the industry.

As further evidence of her recognition from industry experts, Ms. [REDACTED] is featured in articles and interviews for her modeling work in top publications including *Maxim*, *GQ Mexico* and *Jurgita*— see **Exhibit D**. These publications only feature models of note who have achieved a substantial degree of recognition through work for prestigious runway, editorial, and/or advertising clients.

Finally, the peer letter attached at **Exhibit A** constitutes further evidence that Ms. [REDACTED] has received significant recognition for her achievements from an expert in the field of modeling. Information that establishes the signatory of the letter as an expert in the filed is also attached at that exhibit.

#### **E. Evidence that the Beneficiary commands a high income.**

Included at **Exhibit G** is a letter confirming Ms. [REDACTED] day rate for her work as a model. As the letter confirms, Ms. [REDACTED] commands a day rate beginning at \$2,000. This is based on the expert assessment of her previous modeling work, and on the expert opinion of Paulo Buanfante, the Vice President of the agency who has over two decades of experience in the industry. It is precisely Ms. [REDACTED] ability to command such high rates that has resulted in her being chosen for representation by Petitioner herein. Her extremely high level of remuneration for her work, and places her in the top caliber of models.

Please note, most modeling jobs are not billed by hour; they are billed on a day rate, which can range from a couple of hours to a full 8 hour day. Attached at Exhibit I is a sampling of terms and conditions from some of the top modeling agencies around the world confirming this.

According to the Bureau of Labor Statistics ("BLS"), the median hourly wage for models in the United States (on a nationwide basis) was \$13.23 as at May 2015; the top 10% of earners (i.e. the 90<sup>th</sup> percentile and above) earned more than \$26.28 per hour – see BLS wage data attached at **Exhibit J**. Therefore, based on a standard 8-hour work day, a model who is paid at the top end of the wage spectrum stands to make more than \$210.24 (\$26.28 x 8) for one day of work – this is the national average.

Further, according to the BLS data at Exhibit J, the states with the highest employment level among models were California and New York, and the metropolitan areas with the highest employment level were the Los Angeles metropolitan area and the New York City metropolitan area. According to the Foreign Labor Certification Data Center Online Wage Library, the Level 4 (i.e. highest) daily wage rate for a model in the New York City metropolitan area is \$41.00 per hour - see attached wage data at Exhibit J. Based on a standard 8-hour work day, a model who is paid at the highest wage rate stands to make \$328 (\$41 x 8) for one day of work in the New York metropolitan area. In the Los Angeles metropolitan area, the highest wage rate for models is lower, with the Level 4 daily wage rate amounting to \$29.30 per hour, or \$234.40 for an 8-hour day – see Exhibit J.

Therefore, as she is able to command earnings that are significantly higher than this, the Beneficiary clearly earns substantially more than her peers and is in the small percentage of models whose earnings place them at the top of their field.

### CONCLUSION

In conclusion, the Beneficiary meets at least the requisite three – and, in fact, five – of the criteria needed in order to establish extraordinary ability in her field, namely:

1. The Beneficiary has performed, and will perform, a lead, starring or critical role as a fashion model for productions and events that have a distinguished reputation;
2. The Beneficiary has achieved national or international recognition for her achievements as a fashion model;
3. The Beneficiary has performed, and will perform, a lead, starring or critical role as a fashion model for organizations and establishments that have a distinguished reputation;
4. The Beneficiary has received significant recognition for her achievements as a fashion model from organizations and recognized experts in the field of fashion modeling; and
5. Beneficiary commands a high income relative to her peers.

Therefore, we respectfully request that the Service approve the petition and grant the Beneficiary the requested O-1 classification, based on her extraordinary ability as a Fashion Model as outlined herein.

If there are any additional materials or evidence you may require, we will be more than happy to provide them. Moreover, if we may be of any further assistance in this matter, please do not hesitate to contact us through our attorney. Thank you for your efforts in adjudicating this petition.

Very truly yours,





РОССИЙСКАЯ ФЕДЕРАЦИЯ  
RUSSIAN FEDERATION

Подпись владельца  
Holder's signature

RUS

РОССИЙСКАЯ ФЕДЕРАЦИЯ / RUSSIAN FEDERATION

ПАСПОРТ / PASSPORT

Тип / Type

Код государства / Code of  
issuing State

P

RUS





### Most Recent I-94

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Admission (I-94) Record Number : [REDACTED]

Most Recent Date of Entry: 2017 March 08

Class of Admission : B2

Admit Until Date : 09/07/2017

Details provided on the I-94 Information form:

Last/Surname : [REDACTED]  
First (Given) Name : [REDACTED]  
Birth Date : [REDACTED]  
Passport Number : [REDACTED]  
Country of Issuance : Russia

[Get Travel History](#)

- 
- ▶ Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
  - ▶ If an employer, local, state or federal agency requests admission information, present your admission (I-94) number along with any additional required documents requested by that employer or agency.
  - ▶ Note: For security reasons, we recommend that you close your browser after you have finished retrieving your I-94 number.

OMB No. 1651-0111  
Expiration Date:06/30/2017

[For inquiries or questions regarding your I-94, please click here](#)

[Accessibility](#) | [Privacy Policy](#)

19



DEPARTMENT OF REVENUE  
 49  
 ADMITTED  
 MAR 08 2017  
 CHAS  
 B2  
 L1010-1211

BRITISH VIRGIN ISLANDS  
 ENTRY 4  
 2/3/17  
 MAR 08 2017  
 PERMITTED TO RE-ENTER  
 UNITED KINGDOM  
 WITHIN THREE MONTHS  
 OF DEPARTURE  
 2776

19

18

ADMITTED  
 MAR 07 2017  
 CHAS  
 B2  
 MAY 11 2017

BERLIN-SCHONBERG  
 21.02.16 01

BERLIN-SCHONBERG  
 20.02.16 01

26.01.16 92

18

# DAS

MODEL MANAGEMENT

DAS, LLC D/B/A DAS MODEL MANAGEMENT  
2228 PARK AVE. SUITE #2  
MIAMI BEACH, FL 33139  
HEREINAFTER REFERRED TO AS "AGENCY"

[REDACTED]

(HEREINAFTER REFERRED TO AS "MODEL")

MODEL MANAGEMENT AGREEMENT (the "Agreement") dated 01.30.17 between DAS, LLC, a Florida corporation ("DAS, LLC" or "we"), located at 2228 Park Avenue Suite #2, Miami Beach, FL 33139 and [REDACTED] ("you" or "model") residing at [REDACTED]

We are pleased to act as your exclusive personal manager in the fields described below within the Territory of : FLORIDA

1.Scope of Services. Our services including managing, advising, counseling, promoting and negotiating, on your behalf, in all areas and modes of professional modeling and the entertainment industry, including without limitation print media, photography, advertising, industrial exhibition, runway, live show, publishing, merchandising, licensing and endorsement, television, video, internet and film. Our services include advising and assisting with personal appearances, composites and your portfolio; arranging your schedule; advising and supervising your publicity and public relations; aiding in the negation of agreements; unless another mother agency is identified on the signature page hereof, directing you as mother agency to models management companies around the world that are approved by you and invoicing and collecting your fees as provided below. You understand that in performing our services, we are not an employment agency or theatrical agency, and that advising you regarding modeling or entertainment assignments is incidental to the management services outlined above. We hereby inform you that DAS, LLC is not an "Artist Manager" but is acting solely as a personal manager and that DAS, LLC is not licensed as an employment agency under the general business law of the state of Florida. You further understand that all decisions regarding travel and booking are your exclusively and you assume all liability with respect to any consequential losses suffered by you as the result of your decisions. You acknowledge that DAS, LLC obligations here under are contractual in nature and do not create a fiduciary relationship between you and DAS, LLC.

2.Exclusivity: You agree not to employ any representatives, managers or agents other than DAS, LLC concerning any aspect of your career without our prior written consent, with the exception of your mother agency, if any, identified on the signature page hereof. You also agree not to accept any assignments or opportunities in the Territory, except those booked through DAS, LLC. You represent that you are not a party to any other agreement regarding your professional representation or management, and will forward to us all inquiries and offers made directly to you for your services or the use of your image.

3.Term: The initial term of this Agreement is 3 (three) years from the date signed hereof, and shall be automatically renewed for successive two-year terms unless either you or we give written notice of termination at least 90 days prior to the end of the recurrent term. In the event DAS, LLC, at anytime during the term of this Agreement, determines in its sole discretion that you are no longer able to model professionally, based upon, without limitations, (a) your failure to maintain your ideal appearance, (b) your failure to cooperate with DAS, LLC bookings, procedures and policies, (c) your failure to remain available for modeling assignments, (d) unsatisfactory response from clients or photographers to either your personal appearance or portfolio, (e) any misconduct on your part which adversely affects DAS, LLC professional image or your reputation in the modeling industry, or (f) conviction (including conviction on a nolo contendere plea) of a felony or any crime involving, in the good faith judgment of DAS, LLC, fraud, dishonesty or moral turpitude, it shall have the right to terminate this Agreement upon 90 days' notice to you. In the event that this Agreement has been signed on your behalf by your parent and/or guardian, you agree that the three-year term shall be automatically extended and shall run from the date of your eighteenth birthday, unless you provide notice in writing to DAS, LLC if you desire to terminate the Agreement within ninety days following your having reached the age of the eighteen years. During any such notice period, you agree to continue with DAS, LLC as your exclusive manager and representation and to stay in regular contact with DAS, LLC with respect to all bookings and other modeling assignments.

4.Fees: You agree to pay us a sum ("Fee") equal to 20% of your "Gross Compensation" (as defined below) earned for work performed under the contracts or relationships negotiated or introduced by us (other than television or film work performed under SAG or AFTRA contracts, where our fee will be 10%). Your Gross Compensation for the purpose of determining the commission rate you pay to DAS, LLC shall be defined as the total of your earnings in the Territory from all activities within the scope of this Agreement. In the event that you terminate or breach this Agreement, you agree that the rate of commissions you owe to DAS, LLC, if any, shall be 20% on all unpaid or unbilled jobs. Gross Compensation shall include compensation from all sources including salaries, fees, earnings, royalties, residuals, proceeds, buyouts, bonuses, prizes or other compensation received at any time from any assignment introduced or negotiated by us. You understand that we are entitled to receive from some or all of the clients who utilize your services charge agency fee or other compensation (a "Client Fee") over and above the Fee we receive from you, and you acknowledge that such remuneration is an additional inducement for us to act on your behalf and an important element in the remuneration we receive from representing you. Our fee and the Client Fee extend to any booking or engagement performed by you subsequent to the termination of this Agreement if such booking or engagement was negotiated solicited or accepted by you prior to such termination or is a continuation of work that began prior to termination, including renewals, options and renegotiated contracts.

You acknowledge that, prior to entering into this Agreement, you and DAS, LLC discussed the fact that the commission percentage payable DAS, LLC, as set forth herein, were subject to negotiation and have actually resulted from the negotiations between you and DAS, LLC.

5. Collections and Advances: You authorize and direct us to collect, receive and deposit in our account all sums received by us for your account, including all sums due to us or any our subsidiaries whether in respect of our Fees, Client fees, Advances (as hereinafter defined) or reimbursement of other expenses, including such sums received after terminations of this Agreement. We will take reasonable commercial steps to collect amounts due to you from clients pursuant to signed vouchers submitted by you to us, it being understood that the risk of collection shall be borne entirely by you. We may, but shall not be obligated to, commence legal proceedings to collect amounts due to you from clients, but if we do, you shall bear all the costs associated with such proceedings, including, but not limited to, attorneys' fees and expenses. We may, at our sole discretion, loan money to you as an advance against vouchers or pay expenses or other amounts to you or on your behalf, including but not limited to publicity and promotional costs, airfare and hotel expenses, rental expenses, messenger services, language lessons and shipping expenses (collectively, the "Advances"). Advances will not include the cost of your participation in DAS, LLC Online North America network, which allows the automatic distribution of you data (name, images and likeness) to clients and then-current subsidiaries of DAS, LLC. For this purpose, you hereby authorize DAS, LLC to publish, via the DAS, LLC internet site, your name, image and likeness, including all images introduced into such network for your promotion. Such Advances will be repaid from any amounts received by us on your account at any time. If you receive compensation directly from a client or another source, you agree to immediately pay any unpaid Fees, Client Fees or Advances to us out of any such compensation received by you. You also agree that we and our subsidiaries may automatically reimburse ourselves for any Advances of any and all fees due you from clients, which reimbursements will appear on your statements.

6. Reimbursement of Model's Debts Between DAS, LLC and/or Subsidiaries. If you incur any debts under this Agreement as a result of cash Advances made to you by DAS, LLC, including without limitation the amount of any hotel or travel expenses advanced to you by DAS, LLC, you hereby authorize DAS, LLC to collect any monies due directly from funds you may earn through any member of the then-current DAS, LLC and/or subsidiaries to forward a portion of your modeling earnings to DAS, LLC in order to satisfy any of your outstanding obligations to DAS, LLC.

7. Power of Attorney. You hereby authorize and appoint DAS, LLC to be your agent and attorney-in-fact for the purpose of (a) negotiating, renegotiating, contracting and executing for you and your name and on your behalf any and all agreements, documents and instruments providing for your services to clients pursuant hereto; (b) approving and permitting the use of your name, image, voice, caricatures and the like for the purposes of advertising and publicity; (c) collecting and receiving sums payable to you, endorsing your name upon and depositing in our account all checks payable to you, and retaining therefrom all sums owing to us; (d) demanding, suing for and collecting, all claims, money, interest and other items that may be due to you or belong to you. This power of attorney is irrevocable during the term hereof.

8. Independent Contractor. You agree that the relationship between you and DAS, LLC is that of an independent contractor and not an employment relationship. Accordingly, you shall be responsible for (a) your own expenses, unless paid by a client on bookings, such as travel, lodging, entertainment, wardrobe or make-up, it Being understood that we shall not be responsible for paying or reimbursing any such expenses, (b) preparing and filing your personal tax returns and paying all taxes required to be paid, and (c) the terms and conditions of your engagements by clients, including your compensation and compensation rate from them, which shall be determined by each client and you after consultation with us. You shall not be eligible to participate in any medical, insurance, retirement or other benefit plans or programs maintained by us for our employees. Except as otherwise required by law, DAS, LLC shall not withhold any sums from any payments to be made for Social Security or other federal, state or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely your responsibility and you hereby agree to indemnify and hold harmless DAS, LLC and its affiliates, shareholders, employees, agents, representatives, officers and directors therefrom and from any claims or liability for workers' compensation, unemployment compensation or state disability coverage related to you. You shall not act as an agent of DAS, LLC. You are not entitled to enter into any agreements or incur any obligations on behalf of DAS, LLC, and are not authorized to bind DAS, LLC in any manner whatsoever. No form of joint venture, partnership or similar relationship between the parties is intended or hereby created. All of your activities will be at your own risk and you are hereby given notice of your responsibility for arrangements to guard against physical, financial and other risks, as appropriate.

9. Effect of Termination Upon termination of this Agreement (a) all Advances and other expenditures made by us to you, for your benefit or on your account shall be reimbursed by you to us immediately, (b) any remuneration due to us hereunder, including our Fee, unpaid Client Fees or any residual payments or remuneration due with respect to renewals, options or extensions of engagements obtained or contracts negotiated or entered into prior to termination shall be payable directly to us at the time you (or any other party receiving monies on your behalf) receive your Gross Compensation relating thereto.

10. Indemnity You shall indemnify and hold us and our affiliates, shareholders, agents, employees, officers, directors and representatives harmless from and against any claims, liability and expenses arising out of your failure to fulfill your obligations hereunder or your obligations to any client.

#### 11. Miscellaneous

11.1 Notices All notices, consents or approvals given pursuant to this Agreement shall be in writing and shall be sufficiently given if sent by registered mail or courier to the addresses set forth above, or to such other address as we may furnish you or you may furnish us from time to time. Any notice, consent or approval given hereunder shall be deemed to have been given at the time of mailing.

11.2 Representations and Warranties You represent and warrant that you have the right to enter into this Agreement and are not now under contract to any personal manager or agent who performs similar services, which you have not disclosed to us, and that all of the information set forth herein is true and correct.

11.3 Entire Agreement This Agreement constitutes the entire agreement between us regarding the subject matter hereof, supersedes all prior oral or written agreements, understandings and discussions, and may be amended only in a writing signed by you and us. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect as if such invalid or unenforceable term had never been included.

11.4 Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of law or where the parties are located at the time a dispute arises. Should any dispute arise in connection with the interpretation, implementation or violation of any of the terms hereof, or with respect to the parties' obligations hereunder, the parties agree to first attempt to bring such dispute to a conclusion through non-binding mediation of no longer than three hours in duration (unless the parties agree otherwise in writing). The mediator shall be chosen by the parties and shall have either judicial experience or relevant industry experience. Fees of the mediator shall be borne equally by the parties, with both parties paying their own attorneys' fees and costs. If such mediation is unsuccessful, the parties agree that such dispute shall be settled by arbitration before three arbitrators pursuant to the rules of the American Arbitration Association. Any decision rendered by the arbitrators shall be conclusive and binding upon the parties and there shall be no right of appeal therefrom in any forum. Any arbitration hereunder shall be conducted in Miami, Florida and the arbitrators shall apply the laws of the State of Florida, without giving effect to its principles of conflict of laws.

The parties to such arbitration shall each bear their own costs and expenses related thereto and shall share the expense of the arbitrators equally.

11.5 Right to Assign This Agreement shall insure to the benefit of and be enforceable by, and may be assigned by DAS, LLC to, any purchaser of all or substantially all of DAS, LLC business or assets, any successor to DAS, LLC or any assignee thereof (whether direct or indirect, by purchase, merger, consolidation or otherwise). You may not assign, sell or transfer your rights or obligations hereunder except to a corporation or limited liability company formed for the sole purpose of furnishing and exploiting your talents, but such assignments shall not relieve you from your performance of any of your obligations hereunder and shall only be effective if such entity enters into a written agreement to be bound by this Agreement. You hereby grant DAS, LLC the right to use your name and image in its own promotional materials.

11.6 Equitable Relief You acknowledge and recognize that through our efforts on your behalf you may develop and acquire a unique public image, persona or celebrity that has value to you and others. Certain

violations by you of this Agreement would cause DAS, LLC immediate, substantial and irreparable injury for which it would have no adequate remedy at law. Accordingly, you agree and consent to the entry of an injunction or other equitable relief by a court of competent jurisdiction restraining any such violation or threatened violation. You waive posting by DAS, LLC of any bond otherwise necessary to secure such injunction or other equitable relief. Rights and remedies provided for in this Section are cumulative and shall be in addition to rights and remedies otherwise available to the parties hereunder or under any other agreement or applicable law.

11.7 Remedies You hereby agree that your sole remedy against DAS, LLC for loss or damage arising out of the performance or non-performance under this Agreement is proven direct, actual damages. DAS, LLC shall not be liable for any indirect, incidental, reliance, special, punitive or consequential damages arising out of its performance or non-performance under this Agreement, whether or not you have been advised of the possibility of such damages.

11.8 Survival The provisions of this Agreement that by their terms call for performance subsequent to termination of this Agreement shall so survive such termination.

11.9 Capacity to Execute; Minors If you are 18 years of age or over, you may sign this Agreement on your own behalf, and by so doing you expressly represent and warrant that you have reached 18 years of age. If you have not yet reached 18 years of age, your parent(s) or legal guardian(s) must read this Agreement and sign where indicated below. In addition, you and your parent(s) or legal guardian(s) acknowledge that it is your and their responsibility to obtain all necessary governmental consents, permits and approvals required by state and federal laws and regulations for the performance of services hereunder by minors, including without limitation work permits, visas and court approvals.

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This agreement shall be binding upon both parties.

BY SIGNING BELOW, YOU AGREE TO THE TERMS CONTAINED WITHIN THIS POLICY, AND ACKNOWLEDGE UNDERSTANDING OF THE TERMS CONTAINED HEREIN.



If Model is under 18 years of age, parent or

legal guardian must sign below:



\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, Province, Code

\_\_\_\_\_  
Mother Agency (if any)

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, Province, Code

DAS MODEL MANAGEMENT | 2228 PARK AVE | MIAMI, FL | DASMM.COM

DAS