

ILYA FISHKIN, ESQ.

Attorney & Counselor-at-Law
*Admitted in NY and NJ

78-05 Roosevelt Avenue
Jackson Heights, NY 11372

299 Broadway, Ste. 1118
New York, NY 10007

Email: [REDACTED]

RETAINER AGREEMENT

Client: [REDACTED]

D.O.B: [REDACTED]

Address:

Cell: [REDACTED]

Email: [REDACTED]

BEST LANGUAGE: English

COUNTRY of ORIGIN: [REDACTED]

This document shall serve to confirm the understanding and agreement between Ilya Fishkin, Esq. and the aforementioned Client regarding the scope and professional services to be performed.

♦ Details of the professional services to be performed:

Preparation and submission of application for EB-1 Immigrant Visa – “Persons of Extraordinary Ability”

♦ Please be advised of the following terms:

1. A portion of the advance retainer may be refunded under certain circumstances. Should **Ilya Fishkin, Esq.** withdraw from the case or be discharged prior to the depletion of the advance retainer, the attorney's fee and expenses are to be determined as follows: representation and attendance to date, and the remainder of the advance retainer shall be refunded to you. This agreement was calculated on a flat fee basis, however, it is agreed and understood that Ilya Fishkin, Esq., is discharged by the Client, or if the Client violates the terms of this agreement, the fees will be calculated on a schedule of \$350.00 per hour for all work including consultations and travel time.
2. We will keep you informed as your matter progresses and seek your input as to how you would like us to proceed. Maintaining open communication is very important to us and to you, you might be best advised to communicate with us by email. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgments but are not guarantees.
3. This will acknowledge that Ms. [REDACTED] has retained ILYA FISHKIN, ESQ., to represent her in her immigration proceedings. In consideration of the professional services to be rendered, Ms. [REDACTED]

██████████ agrees to pay a fee of \$6,500.00 for the above referenced EB1 Petition.

The fee is payable as follows:

\$6,500 is to be paid (**acknowledged as paid**) to retain ILYA FISHKIN, ESQ.

This fee does not include any appeals, Motions to Reopen / Reconsider, representation before Immigration Court, Board of Immigration Appeals, or federal court.

Ms. ██████████ agrees and authorizes each lawyer and associate associated with this firm to act on the Client's behalf. This agreement requires that Ms. ██████████ cooperate with this office at all times and provide this office with truthful, complete and accurate information. Ms. ██████████ will also keep ILYA FISHKIN, ESQ. advised of her address and telephone number. Ms. ██████████ further understands that this case presents complex legal issues, that the immigration laws are currently very harsh.

Acceptance:

This letter embodies the entire agreement between ██████████ and ILYA FISHKIN, ESQ. and likewise constitutes your authorization to this firm to act on your behalf. Kindly sign and initial the copies annexed hereto and mail the original to our office. You may keep a copy for your records.

██████████ understands that Ilya Fishkin, Esq.

does not guarantee a successful outcome. (_____)

DATE: January 17, 2011

Ms. ██████████

Ilya Fishkin, Esq.