

## RETAINER AGREEMENT

The Client, Anabela Maia, hereby retains MONIQUE H. KORNFELD, ESQ. to represent her and Eastern Illinois University in filing, with the US Dept. of State, her application to waive her J-1 two-year foreign residency requirement under INA §212(e) based on an Interested Government Agency sponsor through the Department of Defense.

Payment of the total fee of \$2,500.00 shall be made as follows:

\$500 immediately due

\$500 due the first of each month for four months starting on August 1, 2013

\*There will be additional filing fees for the J-1 waiver process.

In addition, any extraordinary costs or expenses incurred during the course of representation will be billed to you on a monthly basis. The Attorney will render monthly statements when applicable. **All expenses are due in full upon receipt of the monthly statement. No charge will be made for routine photocopying and other ordinary office services.** The following services will be billed to you: long distance telephone calls; overseas postage; filing fees; extensive copying fees and reproduction costs outside of copying services; duplicating work; advertising; private surveys; extensive overnight delivery fees such as *Federal Express*; other necessary outside services and other costs and expenses advanced on your behalf in connection with the representation.

The Client understands and agrees that the above fees do not include collateral or extraordinary services, including requests for additional information from the US Citizenship and Immigration Service, or any legal services in connection with any administrative or judicial appeal or review from any adverse decision. The Client understands that the fees above include only the services that are specifically listed and that it will be charged for any time in excess of one hour spent on preparing a response to a request for additional information from the US CIS. Moreover, in the event of error or delay in the processing by the US CIS, the US Department of Labor or the US Department of State necessitating re-filing an application, filing a new application or special processing, additional legal fees will be required. The Client will be advised of the legal fees prior to initiation of additional legal services. Furthermore, the Client assumes the responsibility to inquire as to the nature and extent of said services.

The Attorney and the Client will use their best efforts in furthering the purposes of this agreement, but the Client understands and agrees that the fees set forth above are payable in full at the time indicated above whether the Attorney is or is not successful in her efforts on behalf of the Client. Furthermore, the Client understands that the Attorney's estimate of time required to complete the case is ONLY an estimate to the best of her personal knowledge and is not a guarantee.

If the Client terminates the attorney's representation, the Client and other persons responsible for payment agree to pay for all work performed and expenses incurred up to that date at the Attorney's hourly rate of \$300.

The Attorney can provide communications in various modes, depending on the Client's requirements. These modes include telephone, facsimile and e-mail communications. These communications services are used with the Client's understanding that these media may be subject to security risks. Should the Client not wish the Attorney to use one or more of the communications methods described above, please advise the Attorney of such in writing. The Attorney will use the communications services the Client specifies.

The Attorney reserves the right to withdraw from the case if the Client does not make the payments required by this agreement, if the Client has misrepresented or failed to disclose material facts to the Attorney, or if the Client fails to follow the advice of the Attorney. In any of these events, the Client shall execute a substitution of Attorney form at the Attorney's request.

If the Client defaults in the payment of said amount and if action is instituted to enforce collection of the above amount, the Client shall pay the Attorney additional costs and attorneys fees at the hourly rate of the Attorney as incurred by the Attorney or as awarded by the Court.

Agreement accepted by the Client:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
MONIQUE H. KORNFELD  
Attorney at Law