



LAW OFFICE OF  
SHAYNE EPSTEIN,  
A DIVISION OF  
THE EPSTEIN GROUP

Re: Representation Agreement

Dear Client:

This letter will confirm our mutual agreement regarding retention by Homaira Binta Hossain (hereafter referred to as "client" or "you") of the Law Office of Shayne J. Epstein, P.A. (hereafter referred to as "firm") as counsel for you regarding advice concerning I-765 employment authorization, I-131 Travel Permission, I-140 Immigrant Petition, I-485 permanent residency (greencard) for Client, spouse, and unmarried children under 21. Perm Petition w/ AoS, 1 dependent, no interview.

**Fees/Costs:** In consideration of the services rendered and to be rendered by the Firm, Client hereby agrees to pay the Firm a non-refundable attorney's fee of \$ Paid by Sponsor plus reasonable and necessary costs, including but not limited to, government filing fees, translations (\$25 per page), notarizations, education evaluations, insufficient funds or late fee (\$25) shipping and handling (USPS Priority \$10, Express USPS \$30, or FedEx \$30). You agree that your payments must be paid on time and your account brought current prior to filing each successive government form. i.e. prior to filing the I-140 you must have paid any open invoices. As we finish the case and submit the final forms, you agree to pay in full prior to filing the I-485.

The timely payment of retainer fees guarantees the availability of the Firm's lawyers and support staff and therefore all payments are considered earned upon receipt. Payments for work expended must be paid upon Client's termination of the representation. Firm may use outside "of counsel" or "foreign counsel" to assist in the representation. Client approves of such outside attorneys and permits the sharing of the attorney fee with "of counsel" and "foreign counsel" attorney(s) particularly regarding any foreign legal matter. Firm's compensation is based upon a guarantee of future availability, the time, difficulty, time limitations imposed by this representation, risk, reputation, results and experience.

The client also agrees to pay all costs which will be reasonably incurred in our representation, including government filing fees, education evaluations, and translations. We may pass along to you for direct payment to the vendor certain charges such as those for translation services and local counsel.

You understand and agree that the retainer and your payments, costs, expenses, and hourly fees due and owing to our firm are earned upon receipt and need not be deposited into a trust account. Client understands that the case cannot be filed, and services cannot be completed until Firm receives all supporting documentation and fees.

**Withdrawal:** We have the right to withdraw as your attorneys at any time in the event of your noncooperation, non-payment, or such other valid cause. Of course, you are at liberty to terminate this arrangement at any time you desire. You recognize that if you terminate this agreement, we will have the right to collect all fees, costs and expenses for work performed.

📞 USA (954) 781-1994 | (561) 344-5157

📍 1359 East Sample Road Pompano Beach, FL 33064

📍 2295 NW Corporate Blvd. Suite 215  
Boca Raton, Florida 33431

📧 @theepsteingroup

📧 /theepsteingroup

✉️ info@theepsteingroup.org

🌐 www.theepsteingroup.org




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Billing:


- o All payments are due within ten (10) days of invoicing.
- o Payment by Pre-authorized withdrawal from your credit card, debit card or bank account will continually to be processed according to the terms herein
- o First payment is charged on the same day retainer is signed.
- o Monthly payments will be processed on the n/a day of the month (Payment date: 10th, 20th or 30th – please choose one).
- o To change your credit card, debit card or bank account payment method please email rbittencourt@theepsteingroup.org at least 15 days prior to the processing date.
- o In the event you fall significantly behind in your payments, you agree that the interest rate of 18% per annum will accrue on the account due your account is brought current.
- o Credit Card Authorization: I understand that my credit card authorization will remain in effect until I cancel it in writing, and I agree to notify Firm in writing of any changes in my account information or termination of this authorization on or before the 1<sup>st</sup> of the month or at least 15 days prior to the next billing date. Payments may be executed on or subsequent to the date above. In the case of a denied payment I permit Firm to attempt the charge again within 5 days and \$25 late fee will apply which shall cover the Firms bank fees. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this form. I authorize the Firm to charge my credit card for the amount indicated below.

Initials 

DocuSigned by:

Signature:	 638B64EBC18346A...
Date:	4/24/2022
Name on Card:	N/A
Billing Address:	N/A
Credit Card Number:	N/A
Exp Date and Code:	N/A
Payment Plan Terms:	Paid by Sponsor

Confidentiality: As a client, all communications between members of our firm with you are protected under the attorney-client, confidentiality and other privileges. The terms of this Agreement and details of the representation are strictly confidential and shall not be disclosed by Client directly or indirectly to any person or entity under any circumstances. Any disclosure shall be deemed a material breach of this Agreement.

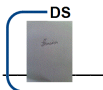
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Timing/Guarantee: The firm promises to use its best efforts in achieving success. You understand and agree that no guarantees have been made as to how long any matter will take to complete, the time our advice will take or the extent of the success of the endeavor. There may be significant delays due to governmental backlogs, visa availability, changes in law, etc. You acknowledge that you are aware that uncertainty exists concerning the outcome and timing of any matter that we provide advice.

This Agreement is governed by the laws of Florida and exclusive venue in Broward County. The parties hereby knowingly waive a jury, and the jurisdiction of the various courts and agree to arbitrate any dispute between them by a certified arbitrator in Broward County.

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Attestations: Client affirms and/or attests that Client shall read forms before signing, that Client shall not work unlawfully, that there is no business relationship between Client and the sponsor, that the sponsor has not received payment of any kind, that for employment cases any contractual damages do not include reimbursement for perm fees or costs, that the evidence and qualifications presented are accurate, authentic, true and correct, that Client is willing to work in an ongoing and full time fashion, that any family relationship or bias shall be disclosed form 9089, that to the best of Client's knowledge the sponsor has paid for help wanted ads, sought and is unable to find sufficient qualified US workers, has the financial ability to pay, that the petitioner has/will post a notice of job availability and place the Client on w2 payroll upon issuance of the employment authorization card and greencard, that Client has not made any misrepresentation to the firm or to any US government agency, that all arrests have been disclosed to the firm and to any relevant US government agency, that if based on marriage that the marriage is legitimate and bonafide, that Client has had the terms of this agreement explained in Client's primary language, that Client understands and freely agrees to the terms of this agreement.

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Cooperation: Be advised that in order to maximize the likelihood of success in this matter the firm needs your cooperation. You agree spend time to read our emails and documents, to log into the client portal, upload your personal documents into the portal and answer questionnaires accessible through the portal. We also expect you to keep track of expiring documents like your, I-94 card, your status, and your passport. It is your responsibility to notify us 30 days in advance if you need us to work on a change of status or an extension. Also, be advised that you will need to bring your original or certified documents (birth, marriage, divorce certificates, arrest reports and case dispositions, if applicable) to any immigration interview so please make arrangements in advance to collect your certified or original documents. Doing so will take considerable time and effort on your part. We are available to assist you. You may come to our office and access the portal through one of our client workstations or use our scanners or copiers. I understand the cooperation commitment and wish to proceed.

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Communication: Its best to communicate with our office by email. But you may also call or visit in person with an appointment. Often times if we are sitting with another client, we will call you back, usually the next business day. You may also schedule a telephonic appointment through the receptionist so that we may speak at a specific time. But for the fastest response time please email us. I understand the communication procedures and wish to proceed.

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Criminal History: Be advised that a criminal violation (theft, fraud, DUI, battery) can form the basis of a denial even if the case is otherwise approved and even if the violation was outside of the US and a long time ago. In some rare cases these violations can be waived or pardoned. I have disclosed or no criminal violations anywhere in the world.

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Immigration History: Be advised that certain immigration violations (misrepresentations on any immigration or visa applications, multiple overstays, past deportation orders, fake visas, sham marriages, phony education, training or employment history) can also form the basis of a denial. In some rare cases these violations can be waived or pardoned. I have no immigration violations.

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Thank you for the opportunity to represent you in such significant matters. If the foregoing is acceptable to you, please sign and return this document to begin the representation.

DocuSigned by:

Client's Signature:



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Date: 4/24/2022

Address:	Sanmar Silver Spring ,Flat 3E, 1142 Mehedibag,Chittagong,Bangladesh
Email:	infocgshomaira@gmail.com
Cell Phone:	+8801714217207



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### Understanding Your EB3 Commitment to Work

It is very important you understand the commitment you made and your obligations under the EB3 case which will shortly result in your greencard.

Interview: If you are in the US or waiting overseas for your greencard you will have an interview. At that interview you will be asked about your employment with your sponsor. Upon issuance of your employment authorization or your greencard you must begin working for your sponsor on a full-time permanent basis. Your salary must be at least the wage as stated on the EB3 case as was determined to be a fair and prevailing wage by the US Labor Department.

At that interview you will be asked about your employment with your sponsor, your pay rate, the location of employment, and your work intentions. You are making these statements under oath and you must work for your sponsor on a full-time permanent basis.

Wages: As a W2 employee a percentage of your wages will be withheld by the federal government as withholding taxes. Your employer has no control over the US taxes. When you file your tax return at the end of the year you may receive some of these withholding taxes back. In addition to the withholding tax, a small percent will be withheld from your check by the government for your future Medicare health insurance (provided after age 65) and Social Security benefits. For more questions regarding taxes or retirement benefits you should speak with a Certified Public Accountant.

Employment: It is important to understand that you are committing to full-time and permanent employment. Full-time is generally considered to be 40 hours per week. Permanent does not mean you are an indentured servant and must work for your sponsor for the rest of your life. However, it does mean that you intend to work for your sponsor, in an ongoing fashion, for the foreseeable future. You may find the employment ideal and wish to stay for many years. This is best!

Nevertheless, after you obtain your greencard, if something in your life changes, you may wish to terminate your employment. Should that be the case, please be advised that if you do so prior to working 6-12 months, you may lose your greencard and be accused of lying to immigration about your intentions. Immigration verifies with the IRS to determine how long you have been paid W2 wages and immigration may stop at your place of employment to determine if you are in fact working for the sponsoring employer. Therefore, you are expected to show up to work on time, every day.

Work schedule: Your work schedule is determined solely by your sponsor. Your sponsor may require weekend hours or evening hours. Often employers will have new hires work the undesirable work shifts. When you have seniority, you will likely receive a more desirable shift. In the US, employers have authority over employees work schedules.



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Should I Keep my F1 after filing my I-485?: Attending school after filing I-485 is optional but recommended. We suggested you do continue as an F1 student until your greencard is approved because if your I-485 is denied (2% denial risk) and you remain in school you revert to the F1 status allowing this office to refile a new case for you while you remain in the US. If your I-485 is denied and you have terminated your F1 you need to leave the US in order for us to fix your greencard.

Sick time/Time off: Determinations as to time off are made only by your sponsor's supervisor or manager. Do not ask another employee or your attorney if you can leave early, only your manager or supervisor at work can accommodate this request. Lately, we have learned of many people calling in sick or resigning shortly after starting work. This is very risky. Remember, if you call in sick or frequently request time off, shortly after starting your new employment, your sponsor may become frustrated and either terminate your employment or terminate the sponsorship. In the US employers have wide authority over employees, their work schedules and their sick and vacation policies.

Commitment: As we embark on your immigration case, you must understand the full-time work commitment and the consequences for failing to work according to the terms of the EB3 process. The first 3 months of employment are usually difficult because of the cultural differences, language, training, and family adjustments associated with your emigration. In our experience, after these first few months you will begin to enjoy your new job and your new life as a greencard holder. As explained, if you do not properly work for your sponsor you may lose your greencard. Therefore, if you are unable or unwilling to be a permanent full-time employee, you must notify us now so that we can stop processing and withdraw your case immediately. At that point, we will discuss other immigration options for you and your family.

If you understand the above commitment, agree, and wish to continue, please sign below.

DocuSigned by:

Client's Signature: 	Date: 4/24/2022
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