

ATTORNEY-CLIENT AGREEMENT

This ATTORNEY-CLIENT ("Agreement") is entered into by <u>The Florida Senate</u> ("Senate" or "Client") and The Sharma Law Office, P. A. ("Attorney" or "The Firm").

- 1. SCOPE AND DUTIES: Client retains The Firm to provide legal services in regards to:
 - H-1B Electronic Registration for Client's employee(s) in the Fiscal Year H-1B Cap Registration "Lottery", including consultations/case review as required.

Please note, this agreement does not obligate The Firm to represent Client in any interviews or administrative/judicial appeals, or in preparing/filing the H-1B application itself before USCIS, which would require that this Electronic Registration be selected, and would require additional government/The Firm's legal fees as detailed below.

This Electronic Registration is filed so that the prospective H-1B employee may be eligible to apply for an H-1B petition subsequent to USCIS's H-1B lottery later this year, but there no guarantee that the registration will be selected by the USCIS. However, if the H-1B Registration Application is selected by USCIS and the Client requires the Firm to proceed with filling the actual I-129 H-1B petition before USCIS, then the fee charged in this case would be applicable towards the Firm's total legal fee of \$2000.00 plus costs/gov't fees noted below.

- 2. LEGAL FEES: Upon execution of the Agreement, Client shall deposit with The Firm the amount of \$1.00 as a legal fee per H-1B Registration Application. If the H-1B Registration is selected by the USCIS in the Fiscal Year Registration "lottery" and the Client requires the The Firm to file the actual H-1B I-129 Petition on behalf of its prospective H-1B employee, then an additional legal fee (of \$1999.00) would be due as noted above. If Client requires representation beyond that discussed in Section 1 above, a new Attorney-Client agreement must be executed by The Firm and Client, and a new legal fee must be agreed upon prior to beginning any such new representation. Our legal fee does not include any applicable USCIS/government fees or costs, discussed below.
- 3. COSTS AND EXPENSES: The Firm is authorized to incur reasonable costs and expenses in performing legal services under this Agreement. Client agrees to pay for such costs and expenses in addition to the legal fees discussed above. These costs may include express postage and photocopies. Client will be required to pay for, or reimburse The Firm the USCIS Government Fee of \$ 215.00 per H-1B registrant (increased USCIS fee for FY2026 cases).

As well, if the Client's H-1B Registration is selected in the Fiscal Year H-1B Cap Lottery, as noted above, additional government fees would be payable when/if the Client files the actual H-1B I-129 petition with the USCIS; these fees vary depending on the type and size of the organization filing the H-1B petition¹, but the Firm believes that the below listed USCIS fees would be the applicable for the Client's H-1B cap-subject H-1B petition):

¹ If the Client were to be eligible to file for a cap-exempt I-129 petition seeking H-1B status, as a qualifying nonprofit/government research/educational organization, then the USCIS government fees would be reduced:

Base Filing Fee: \$460 - Always required for H-1B petitions.

Anti-Fraud Fee: \$500 - Required only for the initial petition for each beneficiary by a petitioner.

USCIS Government Fee for Cap-Subject I-129 H-1B Petitions filed by organizations with more than 25 employees²:

- Base Filing Fee: \$780 Always required for H-1B petitions. (This is the new base fee
 effective April 1, 2024)
- Anti-Fraud Fee: \$500 Required only for the initial petition for each beneficiary by a
 petitioner.
- ACWIA Fee: \$1500 For larger employers. Not required for extensions or amendments not requesting a change of status.
- Asylum Program Fee: \$600 Standard fee for larger employers (>25 employees).
 (New fee effective April 1, 2024) Not required for certain nonprofits/government research organizations but Client would likely need to pay if it were filing a capsubject I-129 petition).
- Optional Premium Processing Fee: \$2805 For expedited processing. Not a required fee but available for faster adjudication.
- 4. MODIFICATIONS: Any modification of the Agreement must be in writing and signed by Client and The Firm.
- 5. PRIOR AGREEMENTS: This Agreement incorporates all prior agreements and understandings between Client and The Firm. Client understands there is no guarantee of success or approval. At the conclusion of this matter, we will retain your legal files for a period of three (3) years after we close our file. At the expiration of the three (3) year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

6. Public Records

Unless specifically exempted by law, all records made or received by the Firm in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Article I, section 24, Florida Constitution, and section 11.0431, Florida Statutes.

To ensure that records subject to any exemption are not disclosed, the Firm agrees to notify the Contract Manager immediately upon being requested to disclose any documents or records in the Firm's possession that relate to the subject matter of this Agreement. The Firm agree it will not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate.

7. Work Place Harassment

The Firm will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited). If the Senate amends Policy 1.60 during the term of the Agreement, the Firm will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Senate. The Senate has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause, the Firm shall immediately cease work upon receiving notice of termination. They will be paid

ACWIA Fee: \$750 Not required for certain nonprofit/government research/educational organizations).-(AS)

Asylum Program Fee: \$300 - For small employers (\$25 employees), including affiliates and subsidiaries. (New fee effective April 1, 2024)

Optional Premium Processing Fee: \$2805 - For expedited processing within 15 calendar days. Not required but available if faster adjudication is desired.

² See USCIS Fee Schedule for I-129 (H-1B) petitions here: https://www.uscis.gov/g-1055, paper fee schedule available here: https://www.uscis.gov/sites/default/files/document/forms/g-1055.pdf

under the contract for all work provided up to that point and will provide all work to the Senate.

8. Entire Agreement

850-487-5636

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth below personally, mailed by registered or certified mail, return receipt requested, or overnight mail service, with proof of delivery and reference Senate contract number SE2403.

If to the Senate: **Audrey Mathews** Suite 303, The Capitol 404 South Monroe Street Tallahassee, Florida 32399-1100 Mathews.Audrev@flsenate.gov

If to the Firm: Ashwin Sharma 3571 Cardinal Point Dr. Jacksonville, FL 32257 ashwin@immigrationfirm.net 904-779-0111

9. EFFECTIVE DATE: This Agreement shall become effective if both The Firm and Client sign it and upon The Firm's receipt of the retainer fee in Clause 2 above.

IN WITNESS THEREOF this Agreement has been executed by The Sharma Law Office; and on behalf of the Florida Senate, by the President of the Florida Senate.

Heritton, President

The Florida Senate

Ashwin Sharma

The Sharma Law Office

orm and Sufficiency:

General Counsel Carlos Rev

The Florida Senate