

RETAINER AGREEMENT

You ("Client") retain the law firms of Bernstein & Lipsett, P.C. and James & Hoffman, P.C. ("Firm") to represent you as a plaintiff in a lawsuit against the United States asserting that Client has not been paid in accordance with law, including the Fair Labor Standards Act ("FLSA") Title 5 of the United States Code, and other federal laws.

1. **Commencement of Representation.** Client understands that completing this form and submitting it to the Firm does not mean that the Firm agrees to representation. Legal representation will begin after Client received a fully executed copy of this Retainer Agreement signed by a representative of the Firm.

2. **Joint Representation:** The Firm may file a lawsuit in which Client and others are co-plaintiffs. Client consents to the Firm's joint representation of Client and other plaintiffs. Client and the Firm believe that the interests of the co-plaintiffs are generally consistent and do not conflict. However, if differences or conflicts arise, the Firm may be required to withdraw from representation of one or more of the joint clients. By executing this retainer agreement, Client confirms that Client has been informed of the possibility for conflicts, that Client has been provided a reasonable opportunity to seek the advice of independent counsel regarding entering into joint representation, and that Client has determined that it is in Client's interest to have the Firm jointly represent the Client and other plaintiffs in this matter. Client acknowledges and authorizes that information or documents the Firm deems relevant to the joint representation will not be treated confidentially as between and among jointly represented clients. Client acknowledges that there is no right to assert the attorney-client privilege as between and among jointly represented clients.

3. **Authorization.** Client agrees that the Firm may designate any of the plaintiffs in the lawsuit, jointly or severally, to serve as the representative of other plaintiffs, including Client. Client authorizes the Firm to represent Client concerning all claims, including seeking back wages, liquidated damages, interest, attorneys' fees and costs. The Firm may file Client's consent in court and take all necessary actions including the settlement and collection of any and all of Client's claims. Client understands that the Firm may consult and associate with other lawyers and with various experts in the field who may assist the Firm in this matter. Client therefore authorizes the Firm to consult and associate with such persons and to divulge to them such privileged information as will enable them to assist the Firm in representing Client. Such persons will maintain the confidence of all such information.

4. **Fees and Expenses.** The Firm agrees that it will pay out-of-pocket expenses and costs, including costs and expenses for filing fees, copying, long distance calls, traveling, depositions, transcripts, etc., incurred in relation to the lawsuit.

5. **Contingent Fee.** In consideration of the Firm's services, Client agrees that the Firm shall receive 25% (twenty-five percent) of Client's gross recovery including back pay, liquidated damages and interest, if any, as a legal fee in addition to whatever statutory fees and costs the Firm may be able to recover. However, the Firm will not be entitled to a contingency fee on any back pay received by Client from the Government as a result of the Government shutdown. The Client further agrees, authorizes and directs that any monies paid by the United States in connection with the Client's claims shall be paid to the Firm as trustee on the Client's behalf. After attorneys' fees are deducted therefrom the balance shall be forwarded to the Client by the Firm. If the complaint and/or claims brought on the Client's behalf result in no recovery, the Client will have no obligation to pay attorney's fees or costs.

6. **Duties:** Client has a duty to preserve all documents in Client's possession that may be relevant to this matter, including but not limited to hard copy documents, emails, and electronic documents. Relevant documents may include but are not limited to documents reflecting Client's work hours (e.g., time cards, personal calendars) and job duties (e.g., position descriptions, resumes). Client will provide the Firm all information and documents available to Client for the purpose of litigating Client's claims, and respond promptly to requests and communications from the Firm. Client will keep the Firm updated about all changes to Client's contact information. The Firm agrees to respond to the Client's inquiries about the litigation in a timely manner and otherwise communicate all necessary details regarding the litigation as it proceeds.

7. **Retaliation.** Client understands that under Section 15(a)(3) of FLSA, the Client cannot be discharged, disciplined, or otherwise penalized by the Client's employer because of having filed a FLSA lawsuit and/or claim.

8. **Termination.** This representation shall continue until terminated by either party in accordance with the ethical requirements of the Bar of the District of Columbia.

AGREED TO AND ACCEPTED BY CLIENT:

AGREED TO AND ACCEPTED:

Signature _____
Print Name _____
Date _____
Last 4 digits of SSN _____
Home Phone _____
Work Phone _____
Cell Phone _____
Personal Email Address: _____
Work Email Address: _____
Home Address: _____

Signature: _____
Jules Bernstein / Linda Lipsett
Date: _____
Bernstein & Lipsett, P.C.
1130 Connecticut Ave, N.W., Suite 950
Washington, D.C. 20036
Ph: (202) 296-1798
James & Hoffman, P.C.
1130 Connecticut Ave, N.W., Suite 950
Washington, D.C. 20036
Ph: (202) 496-0500
Fax: (202) 496-0555

EMPLOYEE CONSENT TO BE A CLAIMANT IN LITIGATION UNDER THE FAIR LABOR STANDARDS ACT
AND OTHER FEDERAL LAWS
PLEASE TYPE OR PRINT CLEARLY

I hereby consent to be a plaintiff and claimant in litigation under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), and other federal laws, to recover back pay, liquidated damages and other relief from the United States. If this case does not proceed, I consent to join any other civil action to assert the foregoing and other related claims.

Name (Please Print): _____

Signature: _____

Date: _____

