

RETAINER AGREEMENT

You (“Client”) retain the law firms of Bernstein & Lipsett, P.C., James & Hoffman, P.C. (“Firms”) to represent you as a plaintiff in a lawsuit against your employer asserting that Client has not been paid in accordance with law, including the Fair Labor Standards Act (“FLSA”) and/or state law.

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

2. Joint Representation: The Firms may file a lawsuit in which Client and others are co-plaintiffs. Client consents to the Firms’ joint representation of Client and other plaintiffs. Client and the Firms believe that the interests of the co-plaintiffs are generally consistent and do not conflict. However, if differences or conflicts arise, the Firms 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 Firms jointly represent the Client and other plaintiffs. Client acknowledges and authorizes that information or documents the Firms deem 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 Firms 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 Firms to represent Client concerning all claims, including seeking back wages, liquidated damages, interest, attorneys’ fees and costs. The Firms 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 Firms may consult and associate with other lawyers and with various experts in the field who may assist the Firms in this matter. Client therefore authorizes the Firms to consult and associate with such persons and to divulge to them such privileged information as will enable them to assist the Firms in representing Client. Such persons will maintain the confidence of all such information.

4. Fees and Expenses. The Firms agree that they 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 Firms’ services, Client agrees that the Firms 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 Firms may be able to recover from the employer. The Client agrees, authorizes and directs that any monies paid by the employer in connection with the Client’s claims shall be paid to the Firms as trustee on the Client’s behalf. After attorneys’ fees are deducted therefrom the balance shall be forwarded to the Client by the Firms. 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 Firms all information and documents available to Client for the purpose of litigating Client’s claims, and respond promptly to requests and communications from the Firms. Client will keep the Firms updated about all changes to Client’s contact information. The Firms agree 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:

Signature _____
Print Name _____
Date _____
Best Phone # _____
Personal Email Address: _____
Home Address: _____

AGREED TO AND ACCEPTED:

Signature: _____
Daniel Rosenthal on behalf of the Firms
Date: _____

James & Hoffman, P.C.
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EMPLOYEE CONSENT TO BE A CLAIMANT IN LITIGATION UNDER THE FAIR LABOR STANDARDS ACT
PLEASE TYPE OR PRINT CLEARLY

I hereby consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and/or any state law regarding payment of wages to recover pay owed to me by my current or former employer. If my claim is filed as part of a collective action that is not certified or is decertified, I also consent to join any subsequent action to assert these claims.

Name (Please Print): _____

Signature: _____

Date: _____

