

D.P; T.S.; and J.V.,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

No.: 1:19-cv-00054-PEC

RETAINER AGREEMENT

I hereby retain Clark Hill PLLC (“CH”) to act as my lawyer and legal representative in the above captioned lawsuit filed pursuant to the Fair Labor Standards Act (“FLSA”) in the United States Court of Federal Claims.

Plaintiffs D.P., T.S., and J.V. bring this collective action lawsuit individually and on behalf of other similarly situated individuals who were directed to work by the defendant United States of America during the lapse of congressional appropriations funding of the federal government that commenced on Saturday, December 22, 2018 as they were classified as “essential employees” or “excepted employees” (“Excepted Employees”). Those individuals were not paid for their work performed on December 22, 2018 on their regularly scheduled payday for biweekly pay period 25. Plaintiffs and similarly situated Excepted Employees were similarly not paid for the work they performed on their regularly scheduled payday for biweekly pay period 26. It is believed that Excepted Employees will not be paid for any work performed thereafter during the partial government shutdown on their regularly scheduled payday.

The FLSA mandates on-time payment of earned wages. If those earned wages are not timely paid on the scheduled payday, the FLSA has been violated. The requirement to timely pay wages on scheduled paydays continues during a lapse in appropriated funds.

I understand that Nicholas M. Wiczorek will be the lead attorney in this lawsuit, but that the firm employs other lawyers and paralegals who may work on this case with him.

This lawsuit is a proposed collective action, requiring individual Federal Air Marshals, Transportation Security Administration employees, and all other similarly situated federal Excepted Employees to file a Notice of Consent for participation in the case. As of the date of signing this retainer agreement I have executed the Notice of Consent to be a participant in this case.

Counsel believes, on the basis of facts now known, that the claims are meritorious, but the firm cannot guarantee the outcome of the case. CH has made no representations to the named plaintiffs or any other potential client that any client will receive any particular recovery. If CH concludes on the basis of newly discovered facts, research or change in circumstances that the claims in this case should be dismissed, settled, or otherwise disposed of, and if the client will not consent to such settlement, dismissal or disposition through the named plaintiff, CH may withdraw from further representation.

I understand that CH is representing me on a contingency basis. Should there be a recovery, whether by judgment, settlement, or otherwise, CH will be paid as follows. First, under the FLSA, the government may be required to pay some amounts for attorney's fees and costs of suit to CH. CH's contingent fee will be set by the Court as part of case proceedings.

Costs of the suit will be advanced by CH.

I agree to cooperate with CH in prosecuting the case and to provide information and documents to counsel when requested and needed for the lawsuit.¹

Your Signature: _____

Date: _____

Name: _____

Address: _____

Agency: _____

Job Title: _____

Telephone numbers: _____

¹

Please email this retainer agreement with the consent form to fedshutdown@clarkhill.com.