

RETAINER AGREEMENT

The undersigned client (“Client”) and the law firm of Kalijarvi, Chuzi, Newman & Fitch, P.C. (“the Firm”) enter into the following agreement, under which the Client will receive legal services provided by the Firm:

1. The Firm agrees to represent Client in connection with potential Fair Labor Standards Act (“FLSA”) claims against the United States government (“Employer” or “Government”) as a result of its failure to timely pay Client and other similarly situated FLSA non-exempt employees who are deemed essential and required to work during the partial government shutdown that started on Saturday, December 22, 2018. The Firm will file a lawsuit in an appropriate federal court pursuing such claims only if, after their investigation, it seems prudent to do so. If the Firm files a lawsuit, it will do so based in large part on representations Client made to the Firm. The scope of the Firm’s representation includes representing Client, individually or as part of a collective action, including any settlement discussions, negotiations, or litigation arising out of Client’s specific claims.

2. If the Firm files a collective action lawsuit, it shall undertake and use its best efforts to obtain certification of a collective action of which Client is a member. The Firm shall also seek appointment by the Court to serve as counsel for the collective action, and it agrees to undertake the representation of all members of the collective action that may be certified by the Court. However, Client understands that certification of the lawsuit as a collective action is not guaranteed.

3. Client agrees that the Firm reserves the right to determine all litigation tactics and strategy on Client’s behalf, including all tactics and strategy that the Firm deems appropriate in order to obtain collective action certification. Client understands and agrees that the Firm may make strategic decisions that it deems appropriate to obtain collective action certification, even if one or more of such decisions may not be in the best interest of any of Client’s individual claim(s).

My Duties as a Collective Action Representative

4. Client agrees to act as a collective action representative/named plaintiff and to represent a class of similarly situated individuals if the Firm requests that Client do so. Client agrees it is important that many people benefit from the lawsuit and that a collective action lawsuit will save time, money, and effort, and thus will benefit all parties and the court. Client agrees that collective actions are an important tool to assure compliance with the law and just treatment to all those similarly situated.

5. In agreeing to serve as a collective action representative/named plaintiff, Client understands that Client has a fiduciary responsibility to each collective action member to represent his or her interests fairly and adequately. That means that Client must do what is in the best interests of the collective action, including putting the collective action's monetary interests ahead of Client's own personal interests. Client will consider the interests of all collective action members just as Client would consider Client's own interests. Client agrees that in making decisions regarding the litigation and its possible settlement, Client will not favor Client's own interests over those of the collective action members, nor will the interest of any particular collective action member or group of collective action members to the disadvantage of other collective action members motivate any of Client's decisions in the litigation. Client recognizes and accepts that any resolution of a collective action lawsuit, including any settlement or dismissal thereof, may be subject to the approval of the court and must be in the best interests of the collective action as a whole. Client also understands that in order to provide adequate representation, Client must remain informed of developments in the litigation, cooperate with the Firm by providing them with information and any relevant documentary material in Client's possession, and, if required, testifying in a deposition and at trial.

My Obligation to Preserve Relevant Documents

6. Client agrees to preserve and maintain all documents, devices, and electronic records or files in Client's possession or control that relate or contain information about Client's potential employment at the Employer and Client's claims against the Employer for violations of the FLSA. These documents, devices, and records include, but are not limited to, documents in paper format as well as electronic information stored in work or personal home computers, laptops, smart phones, thumb or flash drives, tablets and readers, cell phones, external hard drives, CDs, DVDs, voicemail, video, social networking websites, online email accounts, blogs or other storage media. This includes devices, websites, online accounts, blogs or storage sites that have stopped working, that are inactive, or that Client has replaced. Client agrees to preserve these documents and records throughout the duration of the Retainer Agreement.

The Firm's Attorneys' Fees and Costs

7. The Firm will not be entitled to attorneys' fees unless the Firm's efforts result in a recovery.

8. Client agrees that the Firm will be responsible for the costs and expenses of this matter to the full extent permitted by law. "Costs and expenses" include: expert witness fees, deposition fees, filing fees, telephone and mobile phone charges, photocopies, travel expenses, messenger services, and other items commonly defined as expense or court costs. Client agrees that the Firm's costs and expenses will be reimbursed from any settlement or recovery in this matter. Client further understands that if the case is lost, and the court orders the collective action representatives/named plaintiffs to pay all or part of defendants' costs of litigation, the Firm agrees to assume responsibility for these costs to the extent permitted by the law.

9. If the Firm obtains a monetary recovery or other relief for the collective action, either by settlement, judgment, or at trial, the Firm may apply to the Court to order the Employer to reimburse the Firm's costs and payment of their attorneys' fees. The Firm will be entitled to the greater of: (a) one-fourth of the gross proceeds (defined below), or (b) the Firm's full lodestar amount (hours spent

times the prevailing market rate listed at <http://www.laffeymatrix.com>). The term “gross proceeds” means the total of all amounts received prior to the payment of any taxes or reimbursement of any expenses (including any money specifically designated as attorneys’ fees) whether by settlement, award, judgment, or voluntary payment by the Government.

10. If the Court does not certify the case as a collective action and the Firm continues to represent Client on an individual basis, in consideration for the Firm’s representation in connection with this matter, the Firm will receive the greater of: (a) one-fourth of the gross proceeds (defined below), whether through settlement, final judgment or arbitrator’s award, (b) the full amount of any Court awarded attorneys’ fees, or (c) the Firm’s full lodestar amount (hours spent times the prevailing market rate listed at <http://www.laffeymatrix.com>). “Gross proceeds” means the total of all amounts received prior to the payment of any taxes or any reimbursement of expenses (including any money specifically designated as attorneys’ fees) whether by settlement, award, or judgment. The fee set forth in this Agreement is not set by law, but has been negotiated between Client and the Firm.

11. If the Court awards costs and attorneys’ fees as a separate award, Client assigns to the Firm any statutory claim that Client may have to such attorneys’ fees and costs. If the Firm agrees to continue to represent Client on appeal, all costs and attorneys’ fees incurred on the appeal will be recoverable in their entirety by the Firm.

12. If Client believes the Firm’s fees are incorrect or unreasonable, Client will notify the Firm in writing within 15 days of the date that the fee is paid or awarded and the Firm will promptly review them with Client. Client agrees that any dispute concerning fees must be brought before the Attorney/Client Arbitration Board (“the Board”) of the D.C. Bar. Client understands that the Board provides counseling and a copy of its Rules; the firm has encouraged Client (copy attached) to contact the Board for counseling and information prior to signing this Agreement.

My Right to Discharge the Firm

13. If the case is not certified as a collective action, Client has the right to discharge the Firm for any reason. If Client discharges the Firm, the Firm will be entitled to payment of the reasonable value of its services, should any recovery be obtained for Client or a collective action. In such circumstances, the Firm shall have a lien against such recovery.

The Firm’s Right to Withdraw

14. If the case is not certified as a collective action, or if events occur that make the case no longer suitable in the view of the Firm, the Firm may withdraw as my counsel. The Firm may also terminate this agreement at any time if significant disagreements arise concerning the handling of this matter or if the Firm is precluded by applicable rules of professional conduct from continuing to represent Client.

Settlement

15. If a settlement offer is received which the Firm believes is fair and reasonable, Client agrees to accept that offer or Client agrees to have the offer reviewed and approved by a third-party mediator to be selected by the Court presiding over the litigation. If Client refuses to agree to a settlement offer after it has been reviewed and approved by the appointed mediator, the Firm may withdraw, after ten days' notice, from the case and assert an attorney's lien for the fair value of all fees, costs, and expenses due the Firm.

Potential Conflicts

16. Client understands that the Firm may represent, and Client consents to the Firm representing, multiple Plaintiffs, even though there is a potential for conflicts of interest between them. For instance, it is possible one client might want to accept a settlement but another client might not. Client's consent means that the Client is waiving any such conflicts. Also, Client waives any right Client may have to require the Firm to disclose to the Client any confidences that the Firm obtains from any other Plaintiffs in connection with the subject matter of this agreement. Also, although communications between a client and the client's attorneys are normally confidential with respect to all others, they will not be confidential with respect to the other clients in this matter if the Firm decides that such information should be shared.

Other Attorneys

17. In its sole discretion, the Firm may associate any other attorney(s) in the prosecution of this matter. There will be no additional expense to the Client in the event that any other attorney is associated unless Client so agrees, although additional counsel will share in any fees that are part of a class or collective-wide recovery.

Other Matters

18. This Agreement only covers the matter described in the Agreement. If Client wants the Firm to represent client in another matter, Client will enter into a different agreement with the Firm covering that matter.

Miscellaneous

19. This Agreement will be interpreted according to the laws of the District of Columbia.

20. To assure quality representation and to assist others in the legal profession, it is helpful to the Firm to be able to share non-confidential information about its cases, such as briefs, complaints, and other similar documents, and facts, with other attorneys. Although Client has the right to withhold consent, Client agrees that the Firm may share such publicly available documents and information regarding this matter with others. Client also agrees that the Firm may post a description of the case, the status of the case, publicly-filed case documents, and other publicly available information about

this case online and make public statements about the case, including to the media. Should Client change Client's mind about the agreement in this paragraph, Client will promptly notify the Firm that Client no longer agrees that the Firm may share such information.

21. The parties agree this agreement embodies the entire agreement between them and may be amended only by written agreement executed by the parties.

Heidi Burakiewicz
Kalijarvi, Chuzi, Newman & Fitch, P.C.