

**REQUEST TO BECOME PARTY PLAINTIFF/GRIEVANT AND
RETAINER AGREEMENT
AFGE LOCAL 1661– USP Danbury (Portal-to-Portal)**

I am (or was) employed by the United States of America (USA), and I am or was an employee in the AFGE Local 1661 bargaining unit for some or all of the period after June 27, 2014. I request to be a grievant in a grievance brought on my behalf and on behalf of other persons against the USA. I have worked overtime since June 27, 2014 and my claims include the failure of the USA to pay me overtime compensation under the Fair Labor Standards Act (FLSA) and applicable regulations for work performed before and after my scheduled shift during the time that I was in the AFGE Local 1661 bargaining unit in a non-supervisory position. I recognize that this case does not involve claims for overtime when employees held a position outside the AFGE Local 1661 bargaining unit. I understand that the out-of-pocket costs (arbitrator's fee, transcript costs, copying, etc.) of this litigation are being paid by AFGE Local 1661, whereas I am paying the legal fees pursuant to a contingent fee.

In accordance with the confidential Retainer Agreement explained on the reverse side of this paper, I am requesting to retain the law firm of McGillivray Steele Elkin LLP, with offices at 1101 Vermont Avenue, NW, Suite 1000, Washington, D.C. 20005, and if said firm agrees to the retainer, I authorize it to represent me concerning my claims, including back wages, liquidated damages, interest, attorney's fees and costs, in a grievance/arbitration against the USA. Upon agreeing to represent me, McGillivray Steele Elkin LLP may file this consent in a grievance proceeding or other forum, including court, and take all actions they deem necessary or appropriate in that proceeding, including the settlement and collection of any and all of my claims. I agree that I will abide by the Union's decision, AFGE Local 1661, in any settlement of the grievance. I understand that the law provides that I cannot be retaliated against or in any way penalized because of my participation in this case.

**I UNDERSTAND THAT SIMPLY COMPLETING THIS FORM, AND SUBMITTING IT TO THE LAW FIRM OF MCGILLIVRAY STEELE ELKIN LLP ("MSE") DOES NOT MEAN THAT MSE HAS AGREED TO REPRESENT ME. I UNDERSTAND THAT MSE IS NOT MY ATTORNEY NOR HAVE THEY AGREED TO REPRESENT ME UNTIL A REPRESENTATIVE OF MSE SIGNS THE REVERSE SIDE OF THIS PAGE.
REQUEST TO BECOME GRIEVANT- AFGE LOCAL 1661 Portal**

Print clearly, or type the following information:

NAME _____ Social Security No. _____
Last Name First Middle (REQUIRED)

HOME ADDRESS _____
City State Zip Code

PHONE (home) _____ (work) _____

E-MAIL ADDRESS _____

**IMPORTANT: PLEASE INDICATE JOB TITLE, PAY GRADE, AND STEP FOR EACH YEAR LISTED BELOW:
(EXAMPLE: "Corr. Officer, GS-7-5" or "Case Manager, GS-7-2") (Use additional sheet(s) if necessary).**

2014 _____ 2015 _____

2016 _____

SIGNATURE _____

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION *REQUIRED* TO BE COMPLETED

CONTINGENT FEE RETAINER AGREEMENT

Upon execution of this Agreement by both parties, I retain and authorize the law firm of McGillivary Steele Elkin LLP ("MSE") with offices at 1101 Vermont Avenue, NW, Suite 1000, Washington, D.C. 20005, to represent me with respect to my claim for Fair Labor Standards Act (FLSA) overtime pay. Such attorneys are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this grievance and the settlement of such grievance.

In consideration of the services of MSE, I agree to pay such attorneys 25% (twenty-five percent) of my total gross recovery (inclusive of backpay, liquidated damages, interest and attorneys fees recovered, etc.) as attorneys' fees. If the grievance and/or claims brought on my behalf result in no recovery, I will have no obligation to pay attorneys' fees. I also recognize that in the event that MSE recovers attorneys' fees from the Government in this action, *that after all unreimbursed out-of-pocket expenses are repaid to AFGE Local 1661 and MSE out of these fees*, MSE will receive its 25% contingent fee and I and the other grievants will receive the remainder. However, in the event the attorneys' fees recovered from the Government exceed the 25% contingent fee amount, MSE will keep the attorneys' fees and the grievants will pay no contingent fee.

Although neither I nor MSE foresee any conflict of interest, I recognize that MSE is representing other grievants and the union, AFGE Local 1661, in this grievance. In the event that at some future point a conflict should arise between my own position in this grievance and that of the other parties also being represented by MSE such that MSE should cease to be my attorney, I hereby consent to MSE continuing to represent such other parties (whether AFGE Local 1661 and/or other grievants) and waive any conflict that may exist with respect to MSE's continuing representation of such parties. Moreover, if at any time I decide to retain different attorneys or for any other reason discontinue having MSE represent me, I recognize that MSE is entitled to payment for its legal services equal to its reasonable hourly rates for work performed up to the time I discontinue MSE's representation of me or the contingent fee that I have agreed to pay MSE herein (i.e., 25%), whichever amount is higher, and I authorize MSE to file an attorneys' lien, to notify whoever is appropriate to recover MSE's fees or take whatever other action is necessary to obtain their fees.

I authorize the filing in my name of an attorneys' lien with the Office of Personnel Management and the United States or with any court or administrative entity of competent jurisdiction in order to secure payment of my obligation to pay attorneys' fees under this agreement. I also direct that any monetary award be issued by check either made payable to MSE as trustee on my behalf, or payable jointly to me and such firm which is empowered with my power of attorney to endorse the check, to withhold the amount due as payment for legal services and to forward the appropriate amount that is due me.

The grievant identified below is aware that until he/she receives a copy of this consent form, with Gregory K. McGillivary's signature on it, and a letter from MSE agreeing to represent the grievant, he/she should not assume that MSE has agreed to represent the grievant.

DATE: _____

GREGORY K. MCGILLIVARY
McGillivary Steele Elkin LLP

DATE: _____

GRIEVANT/PLAINTIFF SIGNATURE

GRIEVANT/PLAINTIFF PRINTED NAME