

**REQUEST TO BECOME PARTY PLAINTIFF AND
PROPOSED RETAINER AGREEMENT**

NATIONAL BORDER PATROL COUNCIL BORDER PATROL AGENTS' FLSA LAWSUIT

I am (or was) employed by the U.S. Government for some or all of the period since April 1, 2011, as a border patrol agent. I request to be a plaintiff in a court action brought on my behalf and on behalf of other current and former border patrol agents against the U.S. Government. My claims include the failure of my employer to pay me overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and Title 5. In addition to back overtime pay for the Government's failure, plaintiffs will seek an equal amount of damages as liquidated damages, interest, and the recovery of attorneys' fees and costs. I recognize that this case concerns my employer's failure to properly pay me overtime compensation while I have been a border patrol agent. I understand that the out-of-pocket costs (travel costs, transcript costs, copying, etc.) of this litigation are being paid by the National Border Patrol Council, AFGE ("the Union"), whereas I am assisting in the payment of 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 Woodley & McGilivray ("WM"), with offices at 1101 Vermont Avenue, N.W., Suite 1000, Washington, D.C. 20005. I authorize WM to represent me concerning my claims, including back wages, liquidated damages, interest, attorney's fees and costs, in a court case against the U.S. Government. Upon agreeing to represent me WM may file this consent in federal court or other forum 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 understand that there will be many other current and former border patrol agents participating in this action. 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 WM IS NOT MY ATTORNEY IN THIS CASE UNTIL A REPRESENTATIVE OF WM SIGNS THE REVERSE SIDE OF THIS PAGE AND I RECEIVE A LETTER FROM WM SPECIFICALLY STATING THAT THEY HAVE AGREED TO REPRESENT ME IN THIS MATTER.

During the time period from April 1, 2011 to the present I have worked as (**CIRCLE ALL THAT APPLY**):

(1) a canine handler/instructor

(2) a border patrol agent (without a canine)

**CONSENT TO SUE
REQUEST TO BECOME PARTY-PLAINTIFF – BORDER PATROL AGENTS' OVERTIME PAY**

I hereby consent to become a party plaintiff in an action to recover overtime wages and other relief under the Fair Labor Standards Act.

NAME _____
(Print Clearly) **Last Name** **First Name** **Middle Name**

HOME ADDRESS _____
 Street Address

 City State Zip Code

E-Mail Address: _____

SIGNATURE _____

(Continue on Reverse)

CONTINGENT FEE RETAINER AGREEMENT

Upon execution of this Agreement by both parties, I retain and authorize the law firm of Woodley & McGillivray ("WM") with offices at 1101 Vermont Avenue, NW., Suite 1000, Washington, D.C. 20005, to represent me with respect to my claim for overtime pay for the time period that I was a border patrol agent. Such attorneys are authorized to take all steps they deem necessary or appropriate regarding the pursuit of this court case and the settlement of such court case.

In consideration of the services of WM, I agree to pay such attorneys 25% (twenty-five percent) of my total gross recovery (inclusive of attorneys' fees recovered from defendants) as attorneys' fees. In the event that WM recovers attorneys' fees from the defendants in this action, and such fees equal or exceed the contingent fee, I will not be assessed any attorneys' fees. If the complaint brought on my behalf results in no recovery, I will have no obligation to pay attorneys' fees.

I understand that all of the out-of-pocket expenses (e.g., filing fees, travel costs, transcript costs, etc.) are being paid by the National Border Patrol Council, AFGE. I understand that in the event of a settlement or court award, the NBPC and WM will be reimbursed for all out of pocket costs before any distribution of other funds is made or the contingent fee is calculated. WM will seek no reimbursement from me personally of monies advanced by WM in the event there are no amounts recovered or the amount recovered does not fully reimburse WM for out-of-pocket expenses. Thus, since the case is being handled on a contingent fee, and the NBPC is paying for the out-of-pocket costs, in the event the case is lost, I will not owe any attorneys' fees nor will I owe WM any monies for reimbursement of WM's expenses.

Although neither I nor the attorneys foresee any conflict of interest, I recognize that WM is representing other border patrol agents as plaintiffs in the court case. If at some future point a conflict should arise between my own position in this court case and that of the other parties also being represented by WM such that WM should cease to be my attorney, I hereby consent to WM continuing to represent such other parties and waive any conflict that may exist with respect to WM's continuing representation of such parties.

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 necessary to secure payment of my obligation to pay attorneys' fees. I also direct that any monetary award be issued by check either made payable to WM 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.

The person identified below is aware that until he/she receives a copy of this consent/retainer form, with Gregory K. McGillivray's signature on it, and a letter from WM in which WM agrees to represent the plaintiff, WM has not agreed to represent the plaintiff in this overtime case.

DATE: _____
Dated by W&M

GREGORY K. MCGILLIVARY
Woodley & McGillivray

DATE: _____
Dated by Plaintiff

PLAINTIFF SIGNATURE

SOCIAL SECURITY NUMBER
(*REQUIRED TO RECEIVE DAMAGES*)

PLAINTIFF NAME (Print Clearly)

E-MAIL ADDRESS _____ **HOME/CELL PHONE** _____

Important! Please identify any time you have worked as a K-9 handler at any time during the past 3 years
