

CONTINGENT FEE RETAINER AGREEMENT

Upon execution of this Agreement by both parties, I retain and authorize the law firm of Woodley & McGillivary LLP ("**WM**") with offices at 1101 Vermont Avenue, NW., Suite 1000, Washington, D.C. 20005, to represent me with respect to my claim for FLSA 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 all damages and 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. McGillivary'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 & McGillivary LLP

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 as that is covered by a different lawsuit than the lawsuit for agents without canines:
