



**CONTINGENT FEE RETAINER AGREEMENT**

Upon execution of this Agreement by both parties, I retain and authorize the law firm of Woodley & McGillivray LLP ("WM") with offices at 1101 Vermont Avenue, NW., Suite 1000, Washington, D.C. 20005, and such other firms with whom they deem necessary to represent me, including the law firm **Spivak Lipton LLP** ("SL"), 1700 Broadway, Suite 2100, New York, NY 10019, who will be co-counsel with WM in this case, with respect to my claim for overtime pay. 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**, and such other law firms with whom they deem necessary to work on my case such as **Spivak Lipton LLP** of New York City, I agree to pay such attorneys 30% (thirty percent) of my total gross recovery (inclusive of attorneys' fees recovered from defendants) as attorneys' fees. In the event that **WM** and **SL** 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 **WM** will advance all of the out-of-pocket expenses (e.g., filing fees, travel costs, transcript costs, etc.) in this litigation. I understand that in the event of a settlement or court award, **WM** and **SL** 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. Therefore there is no cost to me whatsoever if the lawsuit is not won.

Although neither I nor the attorneys foresee any conflict of interest, I recognize that **WM** is representing other Child Protective Specialists, as well as individuals in senior positions in this occupation, 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 attorneys, 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 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 **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 and to forward the appropriate amount that is due me.

**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: \_\_\_\_\_

\_\_\_\_\_  
**GREGORY K. MCGILLIVARY**  
Woodley & McGillivray LLP

DATE: \_\_\_\_\_

\_\_\_\_\_  
**PLAINTIFF SIGNATURE**

\_\_\_\_\_  
**FULL SOCIAL SECURITY NUMBER [REQUIRED]**

\_\_\_\_\_  
**PLAINTIFF NAME**

**PERSONAL E-MAIL ADDRESS:**

\_\_\_\_\_  
**JOB TITLE(S) FOR THE LAST 3 YEARS:**

\_\_\_\_\_  
**JOB LOCATION(S) FOR THE LAST 3 YEARS:**