

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

**FLSA OVERTIME PAY FOR DEPARTMENT OF HOMELESS
SERVICES EMPLOYEES REPRESENTED BY AFSCME LOCAL 371**

I am (or was) employed by New York City, New York, in the Department of Homeless Services (DHS) for some or all of the period after February 1, 2012 as a Fraud Investigator, Community Coordinator, Community Associate, Community Assistant, Assistant Superintendent of Welfare, Superintendent of Adult Institutions, Addiction Counselor, Caseworker or Supervisor I, II or III. I request to be a plaintiff in a court action brought on my behalf and on behalf of other current and former DHS Fraud Investigators, Community Coordinators, Community Associates, Community Assistants, Assistant Superintendents of Welfare, Superintendent of Adult Institutions, Addiction Counselor, Caseworkers or Supervisors I, II or III, against New York City. My claims include the failure of New York City to pay me overtime compensation in accordance with the Fair Labor Standards Act (FLSA). In addition to back overtime pay for the City's failure to properly pay overtime, 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 employed as a Fraud Investigator, Community Coordinator, Community Associate, Community Assistant, Assistant Superintendent of Welfare, Superintendent of Adult Institutions, Addiction Counselor, Caseworker or Supervisor I, II or III for DHS and that this case does not involve claims for overtime when working in other positions or for other employers. I understand that the out-of-pocket costs (travel costs, transcript costs, copying, etc.) of this litigation are being paid by the American Federation of State, County and Municipal Employees, Local 371 ("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 & McGillivray ("WM"), with offices at 1101 Vermont Avenue, N.W., Suite 1000, Washington, D.C. 20005 as well as such other law firms with whom they deem it necessary to associate in pursuing this action, including the law firm of **Spivak Lipton, LLP**, of New York City who will be co-counsel with **WM** in this case. 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 New York City, New York. 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 DHS Community Coordinators, Community Associates, Community Assistants, Assistant Superintendents of Welfare, Superintendents of Adult Institutions, Addiction Counselors, Caseworkers or Supervisors I, II or III, 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 ARE NOT MY ATTORNEYS 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.

CONSENT TO SUE

REQUEST TO BECOME PARTY-PLAINTIFF – DHS EMPLOYEES 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 _____
Last Name First Middle

HOME ADDRESS _____
City State Zip Code

HOME PHONE _____ WORK PHONE _____

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 & McGillivary ("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** of New York City, 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** 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** 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 DHS Fraud Investigators, Community Coordinators, Community Associates, Community Assistants, Assistant Superintendents of Welfare, Superintendents of Adult Institutions, Addiction Counselors, Caseworkers and Supervisors I, II or III, including senior positions, 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. 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: _____

GREGORY K. MCGILLIVARY
Woodley & McGillivary

DATE: _____

PLAINTIFF SIGNATURE

SOCIAL SECURITY NUMBER

PLAINTIFF NAME

HOME/CELL PHONE

E-MAIL ADDRESS

JOB TITLE(S) FOR THE LAST 3 YEARS: _____

JOB LOCATON(S) FOR THE LAST 3 YEARS: _____