

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

**FLSA OVERTIME PAY FOR NFFE MEMBERS – USDA FOREST SERVICE**

I am (or was) employed by the United States of America (USA), for some or all of the period since March 1, 2007 to date. I request to be a plaintiff in a lawsuit brought on my behalf and on behalf of other persons against the USA. My claims concern the failure of the USA to pay me overtime compensation under the Fair Labor Standards Act (FLSA) and applicable regulations as a result of the USDA Forest Service **failing to properly compensate me in accordance with** the overtime provisions of the FLSA.

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, with offices at 1101 Vermont Avenue, N.W., 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. Upon agreeing to represent me, Woodley & McGillivray may file this consent in court and take all actions they deem necessary or appropriate, including the settlement and collection of any and all of my claims for FLSA overtime compensation. I understand that the law provides that I cannot be discharged or in any way disciplined or penalized by my employer because of my participation in this claim.

**I UNDERSTAND THAT SIMPLY COMPLETING THIS FORM, AND SUBMITTING IT TO THE LAW FIRM OF WOODLEY & MCGILLIVRAY (“W&M”) DOES NOT MEAN THAT W&M HAS AGREED TO REPRESENT ME. I UNDERSTAND THAT W&M IS NOT MY ATTORNEY NOR HAVE THEY AGREED TO REPRESENT ME UNTIL A REPRESENTATIVE OF W&M SIGNS THE REVERSE SIDE OF THIS PAGE.**

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**REQUEST TO BECOME PARTY PLAINTIFF (USDA FOREST SERVICE)**

**Print clearly, or type the following information:**

NAME \_\_\_\_\_  
Last First Middle

HOME ADDRESS \_\_\_\_\_  
Address

\_\_\_\_\_   
City State Zip Code

PHONE (home) \_\_\_\_\_ (work) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**EMPLOYMENT HISTORY**

START DATE: \_\_\_\_\_ END DATE (IF APPLICABLE): \_\_\_\_\_

POSITION / JOB TITLE: \_\_\_\_\_

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

**CONTINGENT FEE RETAINER AGREEMENT**  
**NFFE – USDA FOREST SERVICE**

Upon execution of this Agreement by both parties, I retain and authorize the law firm of Woodley & McGillivray ("**W&M**") with offices at 1101 Vermont Avenue, N.W., 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 case and the settlement of such case. In the event a settlement is accepted by a majority of the individual plaintiffs in the suit, I agree to accept and be bound by such a settlement. I understand that the out-of-pocket costs (filing fees, transcript costs, copying etc.) of this litigation are being paid by the National Federation of Federal Employees (NFFE), and that in the event that plaintiffs' recover damages, attorneys' fees and/or expenses from the Government, the expenses advanced on my behalf will be repaid out of the recovery before I receive any damages. I understand that I am paying the legal fees pursuant to a contingent fee.

In consideration of the services of **W&M**, I agree to pay such attorneys 25% (twenty-five percent) of my total gross recovery (inclusive of any attorneys' fees recovered from the defendant) as attorneys' fees. If the claims brought on my behalf result in no recovery, I will have no obligation to pay attorneys' fees. In the event the fees to be paid by defendant exceed the contingent fee, such fees will be paid to **W&M** and I will not have to pay any contingent fee on my damages. If at any time I decide to retain different attorneys or for any other reason discontinue having **W&M** represent me, I recognize that **W&M** is entitled to payment for its legal services equal to its reasonable hourly rates for work performed up to the time I discontinue **W&M's** representation of me or the contingent fee that I have agreed to pay **W & M** herein (i.e., 25%), whichever amount is higher, and I authorize **W&M** to file an attorneys' lien, to notify whoever is appropriate to recover **W&M'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 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 **W&M** 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 plaintiff identified below is aware that until he/she receives a copy of this consent form, with Gregory K. McGillivray's signature on it, and a letter from W&M agreeing to represent the plaintiff, W&M has not agreed to represent the plaintiff.**

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

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

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

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

NFFE LOCAL # \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF PRINTED NAME

\_\_\_\_\_  
PLAINTIFF SS# (\*REQUIRED\*)

**Mail these completed and signed forms to:**

Woodley & McGillivray

1101 Vermont Ave NW, Suite 1000

Washington, DC 20005