

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

**OVERTIME PAY FOR NEW YORK CITY POLICE SERGEANTS
2011 CASE**

I am (or was) employed by New York City, New York, as a police sergeant for some or all of the period after September 1, 2008. I request to be a plaintiff in a court action brought on my behalf and on behalf of other current and former police sergeants 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). I recognize that this case concerns my employer's failure to properly pay me FLSA overtime compensation while I have been a sergeant and that this case does not involve claims for overtime when working in other positions. I understand that the out-of-pocket costs (travel costs, transcript costs, copying etc.) of this litigation are being paid by the Sergeants Benevolent Association (SBA) and that the SBA is paying a reduced hourly legal fee to partially compensate the law firm of Woodley & McGillivray for legal services whereas I am assisting in the payment of legal fees pursuant to a reduced 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 Ave., N.W., Suite 1000, Washington, D.C. 20005, and upon notification such law firms whom they deem appropriate to assist in representing me in the case. I authorize them 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 sergeants participating in this action and I will respect the decision of the majority of plaintiffs in any settlement of the court 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.

CONSENT TO SUE

REQUEST TO BECOME PARTY-PLAINTIFF – NEW YORK CITY POLICE SERGEANTS' 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 and I have been employed as NYPD sergeant for some time period after within the last three years.

NAME _____
Last Name First Name Middle Name

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 & McGillivray ("WM") with offices at 1101 Vermont Street, N.W., Suite 1000, Washington, D.C. 20005, and such law firms that it deems necessary to pursue the case to represent me 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, I agree to pay such attorneys 15% (fifteen percent) of my total gross recovery as attorneys' fees. If the claims brought on my behalf result in no recovery, I will have no obligation to pay attorneys' fees.

I also recognize that in the event that WM recovers attorneys' fees from the defendant in this action, such fees will first be used to reimburse the Sergeants Benevolent Association ("SBA") for all out-of-pocket expenses and attorneys' fees that the SBA has paid in the pursuit of this action. After the SBA is reimbursed for its attorneys' fees and expenses it has paid, I will share under the terms of this contingent fee agreement with WM in any fees the defendant pays for the services of WM, provided that such fees do not exceed the amount of the contingent fee to be paid in the case. In the event that the remaining attorneys' fees paid by the defendant exceed the contingent fee, such attorneys' fees will be paid to WM and I will not be required to pay any contingent fee. I also recognize that at the end of the case a fee petition will be filed and that attorneys who performed work on behalf of the plaintiffs who have participated in the case with WM, will be paid pursuant to any such fees awarded to them against the City as a result of such fee petition.

Although neither I nor the attorneys foresee any conflict of interest, I recognize that WM is representing other plaintiffs in the court case and that the SBA is paying the out-of-pocket expenses 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 that WM should cease to be my attorney, I hereby consent to WM continuing to represent such other parties (whether the SBA and/or other plaintiffs) 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 Thomas Woodley'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: _____

THOMAS A. WOODLEY
Woodley & McGillivray

DATE: _____

PLAINTIFF SIGNATURE

SOCIAL SECURITY NUMBER

PLAINTIFF NAME

TAX ID NUMBER

EMAIL ADDRESS