

RETAINER AGREEMENT

I. PURPOSE OF THE REPRESENTATION

Any person ("Client") who joins the case captioned *Martin et al. v. United States*, No. 13-834C in the United States Court of Federal Claims (the "Case") retains Mehri & Skalet, PLLC, 1250 Connecticut Avenue, N.W., Suite 300, Washington, D.C. 20036 ("Firm") to pursue claims against the United States Government ("Government"), on behalf of Client and similarly situated employees. The claims result from the Government's failure to timely pay the minimum wage and overtime compensation to its employees who were deemed essential and who performed work during the partial government shutdown from October 1-16, 2013.

The claims arise under the Fair Labor Standards Act and/or the Back Pay Act. The Client and other persons seek to recover unpaid wages and/or overtime compensation, liquidated damages, and/or interest resulting from the shutdown. The Case includes any appeals from a judgment or order of the Court of Federal Claims. The Firm does not represent the Client in any other types of matters or legal proceedings.

II. ATTORNEYS' FEES AND EXPENSES: NO CLIENT FINANCIAL LIABILITY

The Firm will be compensated for services rendered and reimbursed for expenses incurred for the Client only if a judgment, settlement or other recovery, including a voluntary payment by the Government, is actually obtained.

A. Attorneys' Fee

The Firm may choose between two forms of compensation for its representation of the Client and other clients, if the lawsuit is successful. First, the Firm will be entitled to 20% of any "gross recovery" for the Client ("contingency fee"). The term "gross recovery" means the total of all amounts received prior to any reimbursement of expenses (including any money designated as for attorneys' fees as a result of a petition to the Court). Second, the Firm may petition the Court to order the United States to pay its fees. In a petition, the Firm will calculate the requested fee by multiplying the number of hours reasonably spent in the lawsuit by the Firm's hourly rates at the time the matter is concluded (the "Lodestar"), together with any enhancement of the Lodestar permitted under applicable law. The current hourly rates of the Firm are available upon request. If an amount of attorneys' fees is awarded or agreed upon based upon the Firm's time pursuing the Case, and if that amount exceeds the amount of the contingency fee calculation, then the Firm will be entitled to the amount of the awarded or agreed upon attorneys' fees in lieu of a contingency fee.

B. Costs of the Litigation

The Firm will advance the costs of the Case, including court filing fees, court reporter/transcript costs, travel expenses, photocopying and printing, mailing/delivery services, long distance telephone calls, computerized legal searches, and expert witness fees. If plaintiffs recover in the Case, the Firm may petition the Court for reimbursement for expenses.

III. COOPERATION AND DECISION MAKING

The Client agrees to serve as an opt-in plaintiff in the Case. The Client agrees to cooperate fully with the Firm and to advise the Firm fully of all pertinent matters. The Client will provide complete, accurate and honest information to assist the Firm in this representation, and promptly notify the Firm of any change of address, email address or telephone number.

The Client designates the five plaintiffs identified in the original Complaint (the "Representative Plaintiffs") as the Client's agents to make all decisions on the Client's behalf concerning the litigation, including the method and manner of conducting the litigation and entering into settlement agreements.

The Firm shall make litigation decisions on the basis of its knowledge and experience.

The Firm believes, on the basis of the facts now known, that the claims are meritorious, but the Firm cannot guarantee the outcome of the case. The Firm has not represented to the Client that the Client will receive any particular recovery.

If the Firm concludes on the basis of newly discovered facts, research or changed circumstances that the claim(s) in this Case should be dismissed, settled or otherwise disposed of, and if the Client will not consent to such settlement, dismissal or disposition through the five Representative Plaintiffs, the Firm may withdraw from further representation.

IV. CONFLICTS

The Firm may not be able to represent you, or continue to represent you, in this case if you are an adverse party or adverse witness in another suit in which the Firm is involved. If the Firm discovers such a conflict, the Firm may make reasonable efforts to obtain written waivers of the conflict. If the Firm does not obtain such waivers, the Firm will notify you in writing that the Firm will seek to cease its representation of you and explain the reasons. The Firm may need to obtain the Court's permission to cease its representation of you in this case.

V. ASSOCIATION OF ADDITIONAL COUNSEL

The Firm may associate with additional counsel to assist with the prosecution of the claims. Such association will not increase any contingency fee payable pursuant to this agreement.

VI. WASHINGTON, D.C. LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the District of Columbia.

VII. PARTIES BOUND

This agreement shall bind and benefit the parties and their representatives, successors, and assigns.

VIII. LEGAL CONSTRUCTION

If any provisions in this agreement shall be held to be invalid or unenforceable, the rest of the agreement shall remain in full force and effect.

IX. PRIOR AGREEMENTS/MODIFICATIONS

This agreement constitutes the sole agreement of the parties and supersedes any prior understandings. No modifications of this agreement will be effective unless evidenced by a written agreement to which both the Client and Firm manifest their agreement.