

New Client Packet (FLSA)

Please read through the following pages carefully then complete all required sections. Please use the checklist below to confirm you've completed all entries. Please print legibly. Failure to provide all information requested may delay your claim.

- Consent to Join Action (page 1)
 - Fill in name at the top of the page
 - Sign name
 - Print name
 - Date

- Authorization and Retainer Agreement
 - Fill in name (page 3)
 - Sign name and date (page 5)

- FLSA Litigation Sign Up Form (page 7)
 - Complete the entire page

CONSENT TO JOIN ACTION
(FAIR LABOR STANDARDS ACT, 29 U.S.C. § 216(b))

I, _____, hereby consent to become a party to litigation in the United States District Court under the Fair Labor Standards Act (FLSA). The lawsuit alleges that my employer failed to properly compensate its employees for overtime hours worked and failed to make timely payments to its employees for overtime hours worked. I am, or was, employed by the County of Los Angeles, State of California, during some or all of the period from three years prior to the filing of the lawsuit to the date of signing of this consent. This action has been brought on my behalf and on the behalf of similarly situated employees of the County of Los Angeles pursuant to Section 16(b) of the Fair Labor Standards Act (29 U.S.C. § 216(b)).

I hereby designate Rains Lucia Stern St. Phalle & Silver, P.C. and the Public Safety Law Group, LLP as legal counsel to represent me for all purposes in this action.

Unpaid overtime compensation, liquidated damages, attorneys' fees, costs, and other relief are sought in the action.

Signature: _____

Print Name: _____

Date: _____

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AUTHORIZATION AND RETAINER AGREEMENT

FLSA CLAIM AGAINST LOS ANGELES COUNTY

THIS IS A CONTRACT FOR THE RETENTION OF THE SERVICES OF RAINS LUCIA STERN ST. PHALLE & SILVER, PC, AND PUBLIC SAFETY LABOR GROUP, hereinafter referred to as “Attorneys.” Attorneys will represent _____, hereinafter “Client,” in prosecuting a claim for damages as a result of the failure of Los Angeles County to pay overtime as required by the Fair Labor Standards Act.

This agreement is required by California Business and Professions Code sections 6147 and 6148 and is intended to fulfill the requirements of those sections.

A. Scope of Representation

This Agreement is for Attorneys’ pre-litigation claim negotiation and settlement, prosecution of civil litigation, and trial legal services arising from the above incident only, including, but not limited to, any ancillary proceedings such as mediations or arbitrations. Any other services that Attorneys agree to perform will require a separate retention agreement and will result in additional costs and attorneys’ fees as set forth in the separate agreement.

Attorneys may withdraw at any time upon giving reasonable notice.

Attorneys make no guarantee about the outcome of the representation of Client.

B. Case Costs and Expenses

Client’s claim will be litigated as part of a collective action under the FLSA. Client understands that Client is ultimately responsible for Client’s pro-rata share of all case costs and expenses necessary for the successful prosecution of the case. These case costs and expenses do not include office operational costs, i.e., office overhead. A list of typical costs and expenses are listed later in this Agreement.

The case costs and expenses advanced will be deducted from any settlement, judgment, or award.

The case costs and expenses advanced may include appellate costs and appellate attorneys’ fees incurred in the prosecution of the case, at the discretion of Attorneys.

Client also understands that Client’s labor organization may advance Client’s pro-rata share of case costs and expenses to Attorneys. If this advance occurs, Attorneys will repay to Client’s labor organization out of any settlement, judgment, or award Client’s pro-rata advanced case costs and expenses.

C. Attorneys’ Fees

Attorneys’ fees for prosecution of civil litigation and trial legal services arising from the above incident will be **twenty-five percent (25%)** of the gross sum recovered. The above fee is not set by law, but is negotiable between Attorneys and Client.

The amount or value of any monetary award or settlement for purposes of the calculation of the **twenty-five percent (25%)** shall not include the gross amounts paid by the County on August 15, 2018, August 30, 2018, September 15, 2018 and September 30, 2018 pursuant to the July 13, 2018 and August 10, 2018, letters from Maryanne Keene to Blaine Meek announcing the County's intention to pay some funds to employees in recognition of the County's non-compliance with the court's decision in *Flores v. City of San Gabriel*, 824 F. 3d 890 (9th Cir. 2016).

In the event that payment of any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total amount received," for the purposes of calculating the attorneys' fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payment to be received thereafter. The attorneys' fees will be paid out on a pro-rata basis from each periodic payment.

Attorneys may retain, associate, or otherwise remunerate outside licensed attorneys for the prosecution of civil litigation and for trial legal services arising from the above incident, under terms to be determined by Attorneys, so long as the total fee charged to Client is not in excess of the percentage stated here.

The above attorneys' fees are a lien against the cause of action and the recovery. Should there be no recovery in the action, Attorneys will receive nothing for the services they rendered during the course of the action.

D. Client's Rights and Responsibilities

Client will cooperate in the prosecution of the action by providing information and materials requested by Attorneys, by making appointments and depositions set for Client, and by attending any trial of the action if requested by Attorneys.

Client's claim cannot be settled without the consent of Client.

Attorneys do not provide any advice regarding the taxability of any sums recovered on behalf of Client as a result of the above incident. Client is directed to consult with an attorney who specializes in taxation with respect to any questions pertaining to the taxability of any sums recovered as a result of this agreement.

Pursuant to California Rules of Professional Conduct, rule 3-300, Client may seek the advice of an independent attorney of Client's choosing to review the provisions of this Agreement, in particular the sections which allow attorneys' fees, case costs, and expenses to be asserted as liens against any recovery in the action. Client, by signing below, agrees that Client has had a reasonable opportunity to seek such advice and consents to the terms of this Agreement.

CASE COSTS AND EXPENSES

The following are case costs billed directly to Client that are typically incurred in the prosecution of civil litigation and the performance of trial legal services:

- Postage
- Printing and Photocopying
- Facsimiles
- Messenger
- Database fees
- Filing, petitions, motion, and jury fees, including Fax and File services
- Court Call court appearance costs
- Juror costs, including selection, food and lodging
- Depositions costs, including taking, videotaping, and transcribing depositions and any associated travel expenses
- Deposition summaries
- Witness fees
- Expert witness fees and costs
- Mediation, arbitration, and discovery referee costs and fees
- Transcripts of court proceedings
- Court reporter fees
- Exhibits, models, and blow-ups of exhibits
- Outsourced duplication costs, including photocopying and CD/DVD/VHS duplication
- Service of process of court papers, subpoenas, and service by publication
- Investigation and research expenses
- Case-related travel expenses including food, lodging, transportation, and hotel space
- Case-related meals
- Duplication of medical, employment, and other records
- Jury consultant
- Appellate costs

If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.

By signing this agreement, Client hereby agrees to the terms and conditions set forth herein and acknowledges receipt of an executed copy of this agreement.

DATED: _____

**RAINS LUCIA STERN
ST. PHALLE & SILVER, PC**

Harry S. Stern
On Behalf of Rains Lucia Stern St. Phalle & Silver, PC
Attorneys for Plaintiff

DATED: _____

Client

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FLSA Litigation Sign-Up Form

First Name _____

Last Name _____

Cell Phone _____

Email _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip Code _____

LA County Employee ID No. _____ Date you began work for LA County _____

Do you still work for LA County? YES / NO Date your employment ended with LA County _____

Checkmark the union/bargaining unit you belong to

_____ AFSCME, District Council 36 (AFL-CIO)

_____ AFSCME Local 685 (AFL-CIO)

_____ ALADS, MEBA, (AFL-CIO)

_____ CAPE, MEBA, (AFL-CIO)

_____ CIR Local 1957 (SEIU)

_____ Los Angeles County Firefighters Local 1014 (AFL-CIO)

_____ Los Angeles County Lifeguard Association, MEBA (AFL-CIO)

_____ Los Angeles/Orange Counties Building & Construction Trades Council (AFL-CIO)

_____ International Union of Operating Engineers, Local 501 (AFL-CIO)

_____ Professional Police Officers Association

_____ SEIU Local 512

_____ Union of American Physicians and Dentists, AFSCME (AFL-CIO)

_____ I don't know