

CONSENT TO BECOME A PARTY PLAINTIFF

I, \_\_\_\_\_, a current or former employee of Cinram, Inc. hereby consent to become a party plaintiff in a lawsuit against Cinram, Inc., alleging violations of the Fair Labor Standards Act, §§ 201 *et seq.*

By signing this Consent, I agree to the terms and conditions of the Attorney Fee Agreement on the reverse of this page.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address (Required)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Day Phone no. – Include area code (Required)

\_\_\_\_\_  
Evening phone no. – Include area code (Required)

\_\_\_\_\_  
Mobile Phone – include area code

\_\_\_\_\_  
E-mail Address

## ATTORNEY FEE AGREEMENT

The Client hereby retains and employs Arendall Law Firm, Inc., d/b/a Arendall & Associates and Adam M. Porter of the Law Office of Adam M. Porter (Attorneys) to evaluate, investigate and/or prosecute the claim of the undersigned for the recovery of damages for violation of the Federal Labor Standards Act (FLSA) while Client was employed at Cinram, Inc.

1. Client shall receive all funds negotiated or awarded to be due to him/her.
2. This lawsuit is based on the FLSA which only allows for damages for back pay, plus an equal amount for liquidated damages, attorneys' fees/costs as a maximum recovery. This does not mean that we will be able to get the maximum recovery in a settlement or at trial. There can be no guarantees in a lawsuit. Neither this nor any other law that applies to these claims provide for any other damages, such as mental anguish. Your damages in this lawsuit for unpaid wages will almost certainly be different than the damages for every other Plaintiff in lawsuit because your claim is based on the number of hours that you worked.
3. Any attorney's fees recovered by judgment or by negotiated agreement will be the property of Attorneys. Client understands that the negotiated attorney fee may exceed sums due Clients herein.
4. In the event this matter is brought to trial, and the Client does not prevail on this matter, the Client will owe said Attorney nothing for his services rendered in this action.
5. It is understood that Client's claim(s) may be settled, with Client's consent, either before or after suit is filed, or before or after a trial of the case.
6. If, after investigation, it appears that Client's claim(s) do not appear to have merit, Attorneys shall have the right to terminate this agreement. At the discretion of the Attorney, they may withdraw.
7. No promise or representation has been made by Attorney as to the outcome of the claim(s) or litigation, or as to what sums of money, if any, Client may be entitled to recover in this case. Attorneys have advised Client that they are not in a position to offer tax advice and that Attorneys makes no representation regarding the tax treatment of any payments Client may receive. Client understands that Attorneys have not been retained to provide any opinion or advice on tax issues. Client understands that the tax treatment of any payment he/she may receive must be determined by him/her and his/her accountant or tax counsel and, of course, by the IRS.

**IMPORTANT: IT IS YOUR RESPONSIBILITY TO STAY IN TOUCH WITH US WITH ANY CHANGE OF PHONE NUMBER OR ADDRESS. BY SIGNING THIS CONTRACT YOU HAVE AGREED TO KEEP OUR FILE UPDATED WITH YOUR CORRECT ADDRESS AND PHONE NUMBER. IF YOU FAIL TO DO SO, WE, AS YOUR ATTORNEYS, HAVE YOUR PERMISSION TO NOT FILE SUIT WITHOUT PREPAYMENT OF FILING FEES, EVEN IF BY FAILING TO DO SO YOUR CLAIMS ARE STATUTORILY BARRED FOREVER.**