



INITIATIVE LEGAL GROUP APC

ATTORNEY-CLIENT AGREEMENT

Initiative Legal Group APC ("Attorneys") and ("Client") agree that Attorneys will provide legal services to Client on the terms set forth below:

1. Scope of Representation. Attorneys agree to provide Client legal services relating to, and only to, Client's potential claims against Macy's, Inc. and Macy's West Stores, Inc. ("Macy's") for unpaid overtime, missed meal and rest breaks, unpaid minimum wages, unlawful wage deductions, unpaid commissions, wages not timely paid upon termination, failure to provide seating during a work shift, non-compliant wage statements, and derivative claims under California Business & Professions Code sections 17200 et seq. (the "Claims"). Client understands that Attorneys seek to represent Client as well as other similarly situated clients in either a class action or in separate, individual arbitrations against Macy's. Client agrees and authorizes Attorneys to file, at Attorneys' option, a demand for arbitration to pursue and resolve Client's claims against Macy's. Legal services in any matter not described above, including representation on appeal, are not included.

2. Attorneys' Fees and Costs – NO RECOVERY/NO FEES OR COSTS. If no recovery is obtained on behalf of Client, no attorneys' fees or costs are owed by Client to Attorneys. Client acknowledges that Attorneys' fees are not set by law and may be negotiated by Client and Attorneys.

(A) Class Action Attorneys' Fees. If Attorneys resolve Client's Claims in a class action, Attorneys will request that the Court award either a percentage of the gross recovery obtained on behalf of the Class or Attorneys' hourly fees (from \$285 to \$725 per hour), and a risk multiplier, plus any costs advanced.

(B) Single Plaintiff/Individual Attorneys' Fees. If Client's Claims are not resolved as a class action, Client agrees that fees shall be the greater of (1) thirty-three and one-third percent (33 1/3%) of the amount recovered, (2) Attorneys' hourly fees (from \$285 to \$725 per hour), or (3) \$2,500 per rolling twelve month period, pursuant to the fee provision in Macy's arbitration agreement, provided that Client shall receive no less than the amount stated in paragraph 3 below. For calculation of the fee, the fee provision shall always be applied to the recovery first, before deductions for any costs advanced. Costs advanced by Attorneys, if any, shall be deducted from the recovery after computation of the fee.

(C) Costs. Client understands that there will be costs incurred in addition to Attorneys' fees. Costs will be advanced by Attorneys. Costs, disbursements, and litigation expenses commonly include court fees, arbitration fees, service of process charges, court and deposition reporter's fees, photocopying and reproduction costs, notary fees, messenger and other delivery fees, postage, deposition costs, travel costs, investigation costs, consultant and expert witness fees, and similar items. Client authorizes Attorneys to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorneys' judgment.

3. Authority to Settle. Client authorizes and agrees that Attorneys have authority to reach a settlement with Macy's either by individual, or multi-party/group, or a class action settlement. Client authorizes Attorneys to accept on Client's behalf an offer to settle and release and dismiss any and all of Client's Claims if the settlement will yield Client at least \$200, after the deduction of legal fees and costs. If judgment, award, or settlement is obtained in this matter, Client authorizes Attorneys to execute any documents on his or her behalf to effectuate the settlement and any release and/or dismissal, deposit any proceeds into the Attorneys' client trust account, and to distribute the funds in accordance with this Agreement.

4. Attorneys' Lien. Client agrees and gives Attorneys a lien upon any recovery in this litigation, whether by settlement, judgment or otherwise, for the payment of the fees due and advanced costs by Attorneys. Since a lien may affect Client's property rights, Client may consult with independent legal counsel of Client's choice and has been afforded a reasonable opportunity to do so.

5. No Guarantee as to Result. Attorneys do not promise or guarantee any specific outcome of Client's case and Client acknowledges that Attorneys have made no guarantee or promise as to any specific outcome of the litigation in which Attorneys represent Client. Attorneys' comments relating to the potential outcome or resolution of Client's Claims are expressions of opinion only. Client agrees that Attorneys have advised Client that Client is entitled to seek the advice of an independent attorney of Client's choice and Client has been afforded a reasonable opportunity to seek said independent advice. After having been fully apprised of the terms of this Agreement and Client's opportunity to seek the advice of independent counsel, Client acknowledges and affirms that Client consents to the terms as set forth in this Agreement.



