

CRAIG W. CARLSON †  
STEVEN N. WALDEN + \*\*  
JARED STENBERG 1971-2010  
EDNA G. ELIZONDO  
VICKI L. CARLSON  
MICHAEL G. ERSKINE  
JULIE L. PESCHEL  
L. TODD KELLY † \*  
NATHAN P. KENNEDY Ω  
KATHRYN L. KNOTTS  
STEPHEN S. DUMMITT  
DOMINIC M.V. BRAUS \*  
JAIME M. LYNN  
SAVANNAH STROUD \*\*  
JOHN FABRY ∞  
RUTH RIZKALLA ‡  
ROBERTO FLORES  
CYNTHIA NEVAREZ DE SANTIAGO  
JOHN T. MCNEFF  
TIMOTHY ROEHRS  
J.T. BORAH  
JODY LEAKE  
CASSANDRA GOLDER  
RUSSELL SHRAUNER  
NICHOLAS MERZ  
CHERYL POWELL  
VERNON ELKINS +  
JOHAN HOLTER ‡  
JACOB MANCHA  
PHILIP KOELSCH  
JESSICA MORRISON  
TREY PENDERGRAFT  
MARK RIORDAN  
KYRA LEAL  
VALERI STIERS MALONE ~  
MATTHEW R. MALONE  
WILLIAM G. ROSSICK  
ZACHARY SMITHERMAN  
NICHOLAS HOMAN ‡

**OF COUNSEL**

BRANTLEY W. WHITE  
S. REED MORGAN † \*\*  
AMOS BARTON

**OFFICE LOCATIONS**

AUSTIN  
BAYTOWN  
BRYAN/COLLEGE STATION  
CORPUS CHRISTI  
KERRVILLE  
KILLEEN  
LAREDO  
LOS ANGELES  
LUBBOCK  
MIDLAND  
ROUND ROCK  
SAN ANTONIO  
TEMPLE  
WACO

\* BOARD CERTIFIED PERSONAL INJURY  
TRIAL LAW BY THE TEXAS BOARD OF  
LEGAL SPECIALIZATION

\*\* BOARD CERTIFIED FAMILY LAW BY  
THE TEXAS BOARD OF LEGAL  
SPECIALIZATION

LICENSED IN

† TEXAS & NEBRASKA  
+ TEXAS, GEORGIA & FLORIDA  
‡ TEXAS, OKLAHOMA, PENNSYLVANIA,  
VIRGINIA, NEW MEXICO & COLORADO  
Ω TEXAS & COLORADO  
∞ TEXAS & SOUTH CAROLINA  
‡ CALIFORNIA  
~ TEXAS & ILLINOIS  
‡ TEXAS & NEW MEXICO  
~ TEXAS & OKLAHOMA  
± TEXAS & CALIFORNIA  
♦ TEXAS & LOUISIANA

ALL OTHER ATTORNEYS LICENSED IN  
TEXAS



1717 N. IH-35, Suite 305  
Round Rock, Texas 78664  
P: (512) 671-7277 | F: (512) 238-0275

September 29, 2021

Please sign the attached contract and Consent to Join form and return them either by email to [esaucedo@carlsonattorneys.com](mailto:esaucedo@carlsonattorneys.com) or by mailing to the following address.

Attn: Elizabeth Saucedo  
The Carlson Law Firm  
1717 N. IH-35, Suite 305  
Round Rock, TX 78664

Sincerely,

*John Fabry*

**CONSENT TO JOIN COLLECTIVE ACTION**

I, (*printed name*) \_\_\_\_\_, am a current or former employee of Army & Air Force Exchange Service (“AAFES”). I believe I am entitled to additional wages under the Fair Labor Standards Act (“FLSA”), Title 5, U.S.C., the Back Pay Act (“BPA”), and any other applicable pay statutes, for unpaid time I have worked for AAFES. I wish to be included as a party in the pay claims being asserted by current and former AAFES employees against the United States of America and any applicable related entities (collectively referred to as “Defendant”) to recover payment for these unpaid working hours. I hereby give consent to my attorneys, John Fabry of The Carlson Law Firm, P.C. (“CLF”), David L. Kern of Kern Law Firm (“KLF”), Joel Shields of Scanes & Routh LLP (“S&R”) and such other representatives as they may designate, to bring suit against Defendant on my behalf under the FLSA, Title 5, BPA and any other applicable pay statutes. This consent also authorizes CLF, KLF and S&R to represent my interests in any follow-on litigation which may arise from the initial lawsuit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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September 29, 2021

**Re: FLSA and other claims against Army & Air Force Exchange Service  
("AAFES") 2**

Thank you for asking John Fabry of The Carlson Law Firm, P.C., David L. Kern of KERN LAW FIRM PC, and Joel Shields of Scanes & Routh LLP (hereinafter "the LAW FIRMS") to represent your interests and those of other similarly situated employees and former employees of AAFES (hereinafter "the Employer") in the above-referenced matter.

This letter sets forth the terms of our relationship as lawyer and client. When you sign this letter, it becomes a contract between the **LAW FIRMS** and you, legally enforceable by either of us.

You agree that the **LAW FIRMS** will represent you in all claims concerning unpaid wages arising under the Fair Labor Standards Act and other applicable pay laws, if any. You also agree that we have the exclusive right to exercise our professional discretion and to use the tactics we deem advisable in your behalf, including but not limited to the manner and timing of investigating the claims, which legal theories to assert, and when and where to file suit. You understand that the **LAW FIRMS** reserve the right to assign other lawyers to work on this matter at no additional fee to you if in our judgment that is desirable.

You also agree to cooperate fully with us in the development and prosecution of your claims. This cooperation includes, but is not limited to, the following:

1. **Keeping us informed at all times of your current address, phone numbers and e-mail address;**
2. **Cooperating fully and completely in providing any and all information requested from you by the Law Firms;**
3. **Cooperating fully in responding to any and all applicable discovery requests such as Requests for Disclosure, Interrogatories, Requests for Production and Admissions;**
4. **Attending any and all scheduled meetings related to your case;**
5. **Attending and participating in all scheduled appearances for deposition and/or trial;**
6. **Complying fully with all provisions of this attorney-client agreement.**

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We reserve the right to withdraw from your representation if you do not fully cooperate in the development and prosecution of your claims as set forth herein.

If nothing is recovered from this claim, you will not owe us any fees for legal services. However, in the event of any recovery – whether by settlement, judgment, or otherwise – you hereby assign to the LAW FIRMS the following sums from that gross recovery for legal services:

33 and 1/3 % of any amounts recovered by client prior to the filing of litigation; 40% of any amounts recovered after the filing of litigation; and 45% of any amounts recovered after the filing of a motion for new trial or an appeal.

You also understand that if the case proceeds to trial, or appeal, and the court enters a judgment in your favor, we may be entitled to an order from the court awarding us attorney's fees pursuant to relevant statutes. In the event any statutory fees are awarded by the court and are recovered, you agree that, subject to approval of the court, the LAW FIRMS are entitled to the greater of the contingency fees described above, or the statutory attorney's fees awarded by the court. It is also within the discretion of the LAW FIRMS to take their fees from a combination of contingency fees and statutory attorney's fees, so long as the total amount of the fee does not exceed the greater of the two.

You realize that expenses will be incurred in your case, including, by way of example, court costs, long distance telephone, mail, copying, delivery services, mediation-arbitration fees, court reporters, investigation, travel, and expert witnesses. You authorize the LAW FIRMS to advance the expenses and costs for any purposes we deem reasonable and necessary to satisfactorily handle your claim. If a recovery is made on your behalf, you shall reimburse the LAW FIRMS from that recovery for all money advanced and for any expenses not yet paid, but owed. You understand and agree that the expense reimbursements paid in this case will be divided between all the participants pursuant to the formula set forth below and that these reimbursements will be paid from the total recovery remaining after attorneys' fees are paid.

Upon conclusion of this matter, we will provide you with a written statement containing the amount of the gross recovery, if any, obtained from the Employer and showing the deductions taken from the gross recovery to pay the fees and expenses of the LAW FIRMS.

To facilitate the orderly and expeditious processing of this matter, you agree that a panel of five plaintiffs will act as a Steering Committee for the lawsuit and as liaisons with the LAW FIRMS. During the course of this matter, you and the other plaintiffs who participate in this suit may elect the members of the Steering Committee from amongst yourselves, by whatever democratic process you deem appropriate, provided, however, that the Steering Committee will be comprised of five (5) plaintiffs and the terms on the Steering Committee will be for at least one year. You agree that the Steering Committee will have the power and the authority to determine on your behalf, and on behalf of all plaintiffs, whether to accept a settlement offer from the Employer, if any settlement offer is made. We agree to notify the Steering Committee of any offer of settlement received by us, and you agree to notify the LAW FIRMS and the Steering Committee of any offer of settlement received by you. One of our most important obligations under this contract is to advise the Steering Committee about whether or not to accept a particular settlement offer; and one of the Steering Committee's most important obligations under this contract is not to unreasonably withhold consent to a settlement. We agree not to settle your claim without

**I have read this page and agree to its terms:**

**Initials:** \_\_\_\_\_

the Steering Committee's approval, and you agree not to settle your claim without seeking approval from the LAW FIRMS and the Steering Committee.

You understand and agree that any funds recovered in this matter will be divided on a pro rata basis between all the participants in this suit based on their total weeks of employment service for the Employer during the period of time covered by the claims asserted in the lawsuit and ending on the date a settlement is reached, or a judgment is obtained. For example, if the total weeks of service worked by Participant A equaled .01% of the total weeks of service worked by all participants, then, subject to approval by the court, Participant A would be entitled to .01% of the settlement fund remaining after deductions for attorneys' fees and any expenses. Similarly, you will also reimburse expenses pursuant to the same pro rata formula.

We reserve the right to release the LAW FIRMS from this contract and to withdraw from your representation if, following investigation or legal research, it reasonably appears to us that continued pursuit of your case would not result in a sustainable claim and/or collectable judgment; or if you should engage in any conduct that renders it unreasonably difficult for us to represent you effectively. We also specifically reserve the right to withdraw from your representation if the total number of plaintiffs participating in this lawsuit is not at least fifty (50) individuals.

We agree to act as your lawyers in this matter, but not in any other matters without an additional contract. You agree that we have no obligation to advise you and will not advise you about the taxability of any money you may receive from this claim, or about the deductibility of any expenses paid by you in connection with this claim. You assume the obligation of obtaining tax advice from qualified tax advisors. You also understand that it is within our discretion to determine whether to take your case to trial and whether to pursue an appeal of any judgments, or orders entered by the Court in your case. You further understand and agree that representation in any appeal will be by separate agreement only.

You understand that this Agreement binds your heirs, executors, administrators, successors and assigns, and any wards, minors, or incompetents for whom you are guardian, next friend, or otherwise acting in a representative capacity. You also acknowledge that we have made no guarantee as to the outcome, or what amount, if any, you may recover from this case.

You hereby grant authorization to any partner of the LAW FIRMS to endorse any and all settlement documents and drafts in your behalf.

If this Contract is acceptable to you, please so indicate by initialing each page in the space provided and by signing this Contract in the space provided below and promptly returning it to us with a signed and completed Consent Form. This Contract will take effect when it is received, reviewed and signed by any partner of the LAW FIRMS. You will then be included as a party in the pay claims against the Employer. We thank you for the trust you have given us in this matter and look forward to representing you.

**I have read this page and agree to its terms:**

**Initials:** \_\_\_\_\_

September 29, 2021

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PLEASE SIGN HERE:

**I have read this contract and agree to its terms:**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client Name**

PLEASE NEATLY PRINT YOUR CURRENT CONTACT INFORMATION BELOW  
SO THE LAW FIRMS WILL BE ABLE TO REACH YOU:

STREET ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP CODE:

\_\_\_\_\_

PERSONAL EMAIL ADDRESS:

\_\_\_\_\_

CELL PHONE NUMBER:

\_\_\_\_\_

HOME PHONE NUMBER:

\_\_\_\_\_

SOCIAL SECURITY NUMBER:

\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
**John Fabry**  
The Carlson Law Firm, P.C.  
**400 W. Jasper Drive**  
**Killeen, TX 76542**  
**Phone (254) 526-5688**  
**Fax (254) 526-8204**

\_\_\_\_\_  
**David L. Kern**  
Kern Law Firm, P.C.  
**5823 N. Mesa, Suite 541**  
**El Paso, TX 79912**  
**Phone (915) 542-1900**  
**Fax (915) 242-0000**

\_\_\_\_\_  
**Joel Shields**  
Scanes & Routh LLP  
**Bridgeview Center, Suite 200**  
**7901 Fish Pond Road**  
**Waco, Texas 76702-0965**  
**Phone (254) 399-8788**  
**Fax (254) 399-8780**

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**Initials:** \_\_\_\_\_