

LEGAL REPRESENTATION AGREEMENT

Beginning in October 1996, certain employees at the Department of Energy's (DOE) Hanford Nuclear Reservation who were Participants in the Hanford Multi-Employer Pension Plan, Engineering and Operations (the Plan) were transferred to a so-called "Enterprise Company." As a result of that transfer, the formula used to calculate pension benefits for these employees within the Plan was altered, such that the pension benefits that these employees ultimately earned were substantially reduced when compared to other, similarly situated employees at the Hanford site. Those employees believe that this reduction in their pension benefits was a repudiation of an implied-in-fact contract between the government and these employees. Those employees desire to retain the Law Office of Douglas E. McKinley, Jr. ("Attorney") to seek compensation from DOE for the changes to their benefits.

Attorney has advised these employees that Attorney is unwilling to pursue claims against BCSR, LMSI and Fluor. Attorney has further advised these employees that, in Attorney's opinion, claims against DOE may be barred by applicable statute(s) of limitations. Attorney has further advised these employees that, in Attorney's opinion, recovery for claims against the Plan and/or the Plan Administrator for acts directed to the class (as opposed to acts by the Plan or the Plan administrator that were specific to any individual) will ultimately be predicated and dependent upon DOE's liability for such claims. Attorney therefore agrees to pursue claims on behalf of the employees against the DOE, the Plan and the Plan Administrators as agents for DOE, under the following terms and conditions.

Definitions:

"Attorney" shall mean Douglas E. McKinley, Jr., attorney at law.

"Class" Clients who have retained attorney to pursue claims on their behalf as part of a class action lawsuit and who were Participants in the Hanford Multi-Employer Pension Plan, Engineering and Operations (the Plan) prior to October of 1996, and who then became employed by a so-called "Enterprise Company" on or about October of 1996.

"Litigation" shall mean class action claims against DOE arising out of changes to Client's retirement benefits by DOE when such actions were directed toward the Class, as opposed to any individual. Clients understand that the Litigation and Attorney's representation of Clients is limited to pursuing claims against the DOE as part of a class action lawsuit, and does not include claims clients may have as individuals, or other claims Clients may have against BCSR, LMSI, Fluor, the Plan acting in its own capacity, the Plan Administrators acting in their own capacities, and/or any other party that is not a part of the Litigation (Third Party Defendants). Clients further understand that while they may pursue such claims against Third Party Defendants separately, if Clients fail to pursue such claims separately such claims may be waived or barred by virtue of Client's participation in the Litigation. All Clients hereby waive any claim against Attorney for any failure by Attorney to pursue any claims Clients may have against DOE, the Plan, the Plan Administrators, and the Third Parties, for acts by such parties separate from those contemplated by the Litigation.

"Client" and "Clients" as used herein, Client and Clients shall refer to all individuals, (in the singular and in the plural respectively), who have executed a copy of any agreement authorizing Attorney to prosecute the Litigation.

"Prospective Lead Plaintiffs" as used herein, "Prospective Lead Plaintiffs" shall refer to Frank Calapristi. All "Prospective Lead Plaintiffs" are also Clients.

I. SCOPE OF SERVICES/CASE HANDLING

A. Upon execution by Attorney, Attorney is retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. Clients agree that Attorney may choose to associate additional law firm(s) and/or lawyer(s) to represent Clients in connection with the investigation and prosecution of Client's rights, and Clients understand that such representation shall be on the same terms as those described in this agreement.

B. Clients hereby authorize Attorney to prosecute the Litigation. Prospective Lead Plaintiffs hereby provide authorization for Attorney to seek appointment of Prospective Lead Plaintiffs as lead plaintiffs in the class action. The Court may ultimately appoint one or more Prospective Lead Plaintiffs as lead plaintiffs in the class action, or the Court may appoint other plaintiffs as lead plaintiffs. Attorney will seek to be appointed Class Counsel. If Attorney is appointed as Class Counsel, the Litigation will be prosecuted by Attorney as a class action. The appointed lead plaintiffs will monitor, review and participate with Attorney in the prosecution of the Litigation. The Attorney shall consult with the appointed lead plaintiffs concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions and settlement. Because of potential differences of opinion between Clients concerning, among other things, strategy, goals and objectives of the Litigation, the Attorney shall consult with the appointed lead plaintiffs as to the courses of action to pursue. Clients agree to abide by the decisions of the appointed lead plaintiffs, which shall be final and binding on all Clients.

C. Client will fill out the Client Hanford Work History form attached to this agreement to show the employers and dates of employment to demonstrate that Client is properly a part of the Class.

II. CONTINGENT FEE AGREEMENT

A. Attorney is being engaged on a contingency fee basis. As such, Attorney shall advance all expenses in the Litigation and Clients are not liable to pay any of the expenses of the Litigation, whether attorneys' fees or costs. Attorney's contingency fee is 33 1/3 percent of any recovery upon Client's claim, and Attorney shall also be entitled to reimbursement of Attorney's costs. Recovery of costs and other expenses is contingent upon a recovery being obtained. If no recovery is obtained, Clients will owe nothing for costs and other expenses. In the event that an order is entered awarding costs and expenses in favor of defendants, Attorney will be responsible for such costs and expenses, not the Clients.

B. If there is a recovery in the Litigation, whether by settlement, judgment, or any other mechanism, the Attorney shall be compensated via payment of a reasonable percentage of any recovery as approved by the Court, which amount shall include attorneys' fees plus reasonable costs and expenses in the Litigation. Clients understand and agree that class action fee awards in this case are expected to be 33 1/3% of the total awarded to the Class. "Costs and expenses" shall include, but not be limited to, costs of travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the Litigation shall first be used to reimburse costs and expenses.

C. In the event that the Litigation is resolved by settlement under terms involving any other form of benefits to Clients, the contingent fee agreement shall apply to such benefits.

III. GENERAL REQUIREMENTS

A. Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claim, and to cooperate in providing discovery information, including a deposition if necessary.

B. Client recognizes that Attorney may represent individuals in the Litigation whose claims differ from those of Client because they were employed at different times or under different circumstances than Client. In the event Attorney is representing other individuals, the Client agrees that any conflicts caused by such representation are waived.

D. Client agrees to update Attorney on any changes in contact information, including address, phone number and email address.

E. If Attorney is not appointed lead class counsel in the Litigation, Client understands that the obligation to disseminate notice of any potential recovery will fall exclusively upon the law firm appointed by the Court to serve as lead counsel (or its agent) and/or any claims administrator selected by the Court-appointed lead counsel and approved by the Court in the Litigation. Client understands that is Client's responsibility to complete any such claim form and submit it in accordance with the instructions contained on the form in a timely manner.

IV. TERMINATION

A. Client may terminate this Agreement as to Attorney, with or without cause and without penalty, by providing Attorney with written notice of termination. Attorney may terminate this agreement with or without cause and without penalty, by providing client with written notice of termination if the Client fails to cooperate in the prosecution of this action or such other reason as may be approved upon application to the Court.

B. If the Attorney is terminated for any reason, Attorney shall be entitled (a) to be reimbursed, pursuant to paragraph II above, for reasonable out-of-pocket costs and expenses that Attorney has incurred, but only if and when recovery is obtained, and (b) to be paid such compensation as might be payable to Attorney in accordance with this Agreement, but only if and to the extent and at the time compensation is payable to the Attorney from any recovery in the Litigation pursuant to paragraph II above.

V. NOTICE

A. Client's agree that with respect to providing updates and information related to the Litigation, Attorney shall communicate with Clients by email. With respect to notices relating to this representation agreement, all notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE CLIENT

Name: _____
Address: _____
Tel. No.: _____
Email: _____

TO ATTORNEYS

Law Office of Douglas E. McKinley, Jr.
1030 N. Center Parkway
Kennewick, WA 99336

B. Any actions arising out of this Agreement shall be governed by the laws of Washington, and shall be brought and maintained in the Superior Court of Benton County, which shall have exclusive jurisdiction thereof.

C. This agreement, along with the signed Certification and Authorization of Named Plaintiff, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

SO AGREED this ____ day of _____, 2018.

Client's Signature: _____

ACCEPTED BY: _____ Attorney

Client Hanford Work History

Employee Name:

Retirement date (if retired):

Hanford Pension Service Years prior to transitioning to an Enterprise Company in October 1996:

Hanford Employers (latest employer first)

Company:

Start Date: (month /year)

End Date: (month/year)

Company:

Start Date: (month /year)

End Date: (month/year)

Company:

Start Date: (month /year)

End Date: (month/year)

Company:

Start Date: (month /year)

End Date: (month/year)