

REPRESENTATION AGREEMENT

The below client is agreeing to be represented by attorneys Leon Greenberg, 2965 S. Jones Blvd, Las Vegas, NV, 89146, Mark Thierman, 7287 Lakeside Drive, Reno, NV 89511 J.P. Kemp, 7435 W. Azure Drive Suite 110 Las Vegas, NV 89107, and subject to admission in Nevada, Robin Potter, 111 E. Wacker Drive, Chicago, IL 60601 (the "Attorneys").

Matter: Claim for tips wrongfully taken by the Wynn Casino **on and after March 23, 2018**, to extent such taking violates the minimum wage or other requirements of the Federal Fair Labor Standards Act (the "FLSA"). No other claim is covered by this agreement. Recovery cannot go back more than 2 years prior to the date client's consent is filed with the Court, or 3 years prior to that date if a willful violation of law is found. **Client is advised that a different FLSA legal claim may exist and be available for the client to pursue for tips taken by the Wynn Casino prior to March 23, 2018 and within the three years prior to the client signing this retainer but the Attorneys are not representing the client on any such claim.**

Fee: No fee will be paid to the attorneys unless money is collected for the client. Client agrees that attorneys will be entitled to a fee of 25% of the amount collected for the client. The client understands the attorneys will seek an additional fee, to be paid solely by the Wynn Casino as Ordered by the Court, and agrees the attorneys are entitled to such Court ordered fee in addition to the 25% fee the client is agreeing to pay. Attorneys will advance all costs (such as Court filing fees, Court Reporter fees, Process Server fees) and will assume responsibility for all costs that the Court does not order the Wynn Casino to pay. The client is also advised that any fee charged by attorney or agreed to by the client is subject to approval and review by the Court and the client has the right to request the Court change the terms of this fee agreement.

Disclosure Required by Nevada Law: Any person who brings a lawsuit may be liable for the opposing party's attorney fees but under the American legal system defendants cannot collect their attorney's fees from the persons who sue them except in extraordinary circumstances that are not present in this case. Client, to the extent required by law, may be responsible for defendant's costs if the defendant wins (costs are not attorney's fees and are limited in amount by law, in this matter the total costs the defendants could collect from all Wynn casino dealers is estimated to be less than \$1,000 in total). A lawsuit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

**Are you currently working for Wynn or Encore? (Circle one) Yes No**

**Dates of employment:** \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Client (Sign and Date)

\_\_\_\_\_  
Your Street Address

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Phone Number

\_\_\_\_\_  
Your Email Address

**YOU MUST ALSO FILL OUT AND SIGN A CONSENT FORM**

CONSENT TO JOINDER

By signing below I hereby consent to join this case as a plaintiff pursuant to 29 U.S.C. 216(b) and be represented by the attorneys Leon Greenberg, Mark Thierman, J.P. Kemp and Robin Potter pursuant to a written retainer agreement I have executed with them.

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SIGN YOUR NAME

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PRINT YOUR NAME

YOU MUST ALSO FILL OUT AND SIGN A REPRESENTATION AGREEMENT FORM

ORIGINAL OF THIS FORM SHOULD BE RETURNED TO:

LEON GREENBERG, ATTORNEY AT LAW  
2965 SOUTH JONES BOULEVARD #E-3  
LAS VEGAS, NV 89146