

Retainer Letter

As you may know, we have represented the Class Agent, Sandra McConnell, and the class during the liability phase of this case. We successfully proved that the National Reassessment Process (NRP) discriminated against the class as a whole. Now that liability has been established for the class, each class member needs to submit a claim for damages and other possible relief in order to receive any recovery. We would be happy to represent you in that process. If you agree with the terms of representation set forth below, simply sign and submit the enclosed claim form to USPS, thereby indicating that you agree to our representation of you.

What we will do. We are representing you in order to make a claim for damages and other possible relief in connection with the McConnell class action. We are not representing you for any other purpose.

You understand that our firm is working with the law firm Kator, Parks, Weiser & Harris, PLLC and that both firms are representing you. You also authorize us to associate with or consult with other attorneys as we deem necessary. If we do so, this will not be at any additional cost to you unless we reach an additional agreement in writing. If we do associate with or consult with other attorneys, we will still retain the full authority and responsibility for the direction of litigation under this agreement.

Contingency fees. You do not need to pay us any fee unless you receive a recovery. From any recovery, we will receive **30% of the gross value or amount** as a fee (“Contingency Fees”). The Contingency Fees will be immediately payable from any recovery you receive. You authorize us to take from any recovery the Contingency Fees and forward the remainder of the recovery to you. Additionally, the applicable statute provides that attorney’s fees and costs may be paid by the U.S. Postal Service (“Statutory Fees”). This is in addition to any Contingency Fees we may receive pursuant to this agreement. The payment by the defendant of this amount **will not increase or reduce your payment of the Contingency Fees**. If there are Statutory Fees ordered payable directly by the U.S. Postal Service in this case they will be payable to us directly, separate and apart from the Contingency Fees discussed above.

Costs. Because you appear to be a class member in the McConnell case, we are not charging you a minimum fee, and we will advance all costs and expenses of litigation associated with this matter. We may seek recovery of costs directly from the U.S. Postal Service.

Possible settlement. There is a possibility that the U.S. Postal Service may consider settling your individual claim or settling all claims on a class-wide basis. It would be your decision whether or not to settle your individual claim. If class-wide settlement is reached, you will be informed and provided with an opportunity to object to the proposed settlement on your own behalf; settlement on a class-wide basis is subject to approval by a judge after consideration of timely class member objections.

Terminating representation. If you terminate our representation of you, this agreement will entitle us to payment of the Contingency Fees from any recovery you ultimately obtain.

Documents. Once the case is over, we will hold any documents we have retained from your case in our offices for three months. After that, the documents may be sent to an off-site storage facility and can be destroyed five years later. Alternatively, we may choose to store your documents electronically in our office or off-site. If you want any documents, you would need to pay the cost to retrieve and copy them.

Disputes. To the degree there are any disputes between us about this agreement that we cannot resolve, the sole way for such disputes to be resolved is in a confidential arbitration in Monroe County, New York. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules and any judgment on the Award may be entered in any court having jurisdiction.

No guarantees. There are no guarantees about the outcome of your case.

Thank you for retaining us to represent you in your individual claim. A copy of our Client Bill of Rights can be found on the following website: NRPclassaction.com. Please feel free to call us at 585-272-0540 if you have any questions. We look forward to working with you on this matter.

Very truly yours,
THOMAS & SOLOMON LLP