

**FAIRFAX BAR ASSOCIATION  
LAWYER REFERRAL SERVICE**

**WAGE & HOUR/FLSA AND FMLA MATTERS  
CONFIDENTIALITY AGREEMENT**

The Client and the Attorney acknowledge and agree that the Client's communications with the Attorney are, subject to the limitation set forth herein, confidential and privileged. The attorney has fully advised the Client, and the Client understands and agrees, that the Attorney may be required to share with the Fairfax Bar Association Lawyer Referral Service certain information about the case to be provided to the United States Department of Labor ("DOL") for purposes of DOL statistical tracking. In no event will the tracking information provided by the attorney for the use of DOL include the Client's name or any information that would identify the client or the client's case, but such information provided for DOL's use may include the amount, if any, of liquidated damages recovered by or on behalf of the Client, and generally, the amount of any future compliance orders regarding the Client. The Fairfax Bar Association Lawyer Referral Service will not in any circumstance reveal the Client's name, address, social security, tax identification number or similar information. The Client acknowledges and consents to this limited waiver of confidentiality and privilege.

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Client's Signature

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Date

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Client's Name (Printed)

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Attorney's Signature

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Date

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Attorney's Name (Printed)

**FAIRFAX BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
WAGE & HOUR/FLSA AND FMLA PANEL MEMBERS  
DOL STATISTICAL TRACKING REQUIREMENTS**

Please check off and provide the applicable information upon resolution of any case involving a Fairfax Bar Association Lawyer Referral Service (LRS) client who was referred to you by the LRS and who subsequently retained you for a Wage & Hour/FLSA Panel or FMLA Panel matter:

- Brief counsel/brief services – Case Closed** as a result of brief advice or other action taken within a few days or weeks of accepting the referral.
- Insufficient merit to proceed.**
- Negotiated settlement without litigation – Case Closed** through negotiation prior to Starting court action, resulting in:

FLSA: \$ \_\_\_\_\_ in back wages and \$ \_\_\_\_\_ in liquidated damages (if applicable) on behalf of \_\_\_\_\_ workers.  
(x number of)

FMLA: \_\_\_\_\_  
(Type of relief or remedy obtained, i.e., reinstatement, back pay, front pay)

- Negotiated settlement with litigation – Case Settled** after filing court action, resulting in:

FLSA: \$ \_\_\_\_\_ in back wages and \$ \_\_\_\_\_ in liquidated damages (if applicable) on behalf of \_\_\_\_\_ workers.  
(x number of)

FMLA: \_\_\_\_\_  
(Type of relief or remedy obtained, i.e., reinstatement, back pay, front pay)

- Case resolved through (check one) jury trial \_\_\_\_\_ or bench trial \_\_\_\_\_,** resulting in:

\_\_\_\_\_ FLSA decision in favor of plaintiffs with \$ \_\_\_\_\_ in back wages and \$ \_\_\_\_\_ in liquidated damages (if applicable) on behalf of \_\_\_\_\_ workers  
(x number of)

\_\_\_\_\_ FMLA decision in favor or plaintiff resulting in \_\_\_\_\_  
(Type of relief or remedy obtained, i.e., reinstatement, back pay, front pay)

\_\_\_\_\_ Decision in favor of defendants

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Name (Printed)

\_\_\_\_\_  
Client's Name (Printed)