



Natalie Khawam, Esq., MBA, MS  
400 North Tampa Street, Suite 950  
Tampa, Florida 33602  
(813) 944-7853

### MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) between Whistleblower Law Firm (hereinafter referred to as “The Firm”) and VA AFGE LOCAL 910. The purpose of this document is to summarize and confirm the terms of your agreement and identify the roles and responsibilities of each party as they relate to the review and representation of approved AFGE Local 910 union members’ legal matters. You should read through this entire agreement to fully understand the nature of the agreement between you and the Whistleblower Law Firm.

#### General Agreement and Scope of Representation

We, VA AFGE LOCAL 910, is agreeing to retain the Whistleblower Law Firm to represent the Local in Board approved matters for review and projection of legal options to those matters. AFGE Local 910 will refer union members to the Whistleblower Law Firm to represent their members in legal matters, as needed, at the members’ own expense.

The scope of legal services provided by the firm and the agreed upon fees are set forth herein. We understand that if there is a significant change in the scope of services or a need to expedite processing of the case, it is agreed that the parties to this agreement shall execute a written amendment to this Agreement.

AFGE Local 910 understands that the Firm requires an initial retainer fee of **\$1,500.00**, this fee is non-refundable. All initial work will be deducted from the retainer fee and the retainer fee may need to be replenished as needed. AFGE Local 910 also understand that services do not begin until the retainer is paid in full and the Firm will bill for the work on matters as services are rendered.

The Firm agrees to provide legal analysis of AFGE Local 910 approved member matters and present the legal options available to those matters. The Firm agrees to reduce their regular hourly rate of \$500.00 and charge AFGE Local 910 approved matters at a discounted hourly rate of \$300.00. AFGE Local 910 agrees to pay the Firm's reduced hourly rate of \$300.00 for the approved matters referred to the Firm.

The Firm will keep accurate records of the time devoted to my matter, which includes, but are not limited to: court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent and received; preparation for trials, hearings, depositions and conferences; drafting of pleadings, instruments, office memoranda and correspondence. The Firm records time in units of tenths of an hour and will provide invoicing to reflect such work on a weekly basis.

The Firm will provide conscientious, competent, and diligent services and will seek to achieve solutions that are just and reasonable for the client. Because of the uncertainty of legal matters, the statute of limitations, the interpretation and changes in law and many unknown factors, the Firm cannot guarantee a particular result. The firm is authorized to consult in the representation with other counsel as it may deem necessary, unless otherwise agreed by AFGE Local 910 and the Firm in writing.

**AFGE LOCAL 910 AGREES TO THE FOLLOWING:**

- 1) To furnish The Firm with all information and documents in its possession or control when requested.
- 2) To be fully candid and truthful regarding all information and documents provided.
- 3) To keep The Firm advised of my current address and telephone number at all times.

**APPROVED AND ACCEPTED**

Date: 02/03/2016

Ricky P. West, RN  
RICKY WEST, PRESIDENT AFGE LOCAL 910  
Department of Veterans Affairs Medical Center  
Kansas City, Missouri 64128

**APPROVED AND ACCEPTED**

Date: \_\_\_\_\_

\_\_\_\_\_  
WHISTLEBLOWER LAW FIRM

**EXECUTIVE BOARD APPROVAL:**

DATE: 02/03/2016

P. A. Reed AFGE 910  
SECRETARY