



XXXXX

*Protecting the rights of the injured, sick & disabled since 1978*

## FEE AGREEMENT-SOCIAL SECURITY

It is agreed by the claimant XXXXXXXXXX that the firm XXXXXX will represent claimant in relation to the claimant's Application for Social Security Disability Benefits. Representation at hearings will be provided only in Phoenix and Tucson, unless otherwise agreed to by attorney.

Attorney is authorized to file notices, appeals, documents, and to act for claimant in all aspects relating to the Social Security Disability claim. Claimant understands that the scope of the attorney's retention is limited to the current application, including possible re-opening of prior claims, for Social Security Disability benefits and any adverse determination made thereon. Attorney has not agreed to represent or advise claimant on any other claim or benefit (e.g., retirement benefits, railroad benefits, worker's compensation, medical assistance programs, personal injury claims, or other Government or private means of remuneration or assistance).

It is agreed that if claimant is awarded benefits at the application stage and/or at any level of appeal, up to and including a hearing before an Administrative Law Judge (ALJ), the firm will receive the lesser of: 1) 25% of all lump sum recovery of all past due benefits including benefits payable to spouse, children, and others who may be entitled to benefits as a result of the recovery under Title II (SSD) and Title XVI (SSI), or 2) the statutory maximum which is currently \$6,000.00 but may be increased from time to time by the Commissioner of Social Security. This same fee structure applies to a decision of disability and/or an award of benefits issued by the Appeals Council.

In the event of an appeal to the Appeals Council that results in a remand for further proceedings and, after further proceedings there is an award of benefits, attorney fees will be equal to 25% of all past due benefits including benefits payable to spouse, children, and others, without regard to the maximum statutory allowance.

In the event a claim is filed in a Federal Court, attorney fees for Federal Court work will be equal to the greater of 1) 25% of all past due benefits including benefits payable to spouse, children, and others, without regard to the maximum statutory allowance (Federal Court attorney fee) or 2) fees awarded pursuant to the Equal Access to Justice Act (EAJA fee). Fees for Federal Court work

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is in addition to fees for work performed at the Administrative level of review (e.g., application, reconsideration, hearing, and Appeals Council).

No legal fee will be charged unless benefits are awarded.

Attorney's fees awarded by a Court under EAJA are, to the fullest extent permissible under law, assigned to the attorney. Checks are to be made payable to my attorney and, if not, my attorney may endorse the EAJA check, deposit any such monies, and disburse same pursuant to this agreement. EAJA fees are not contingent on an award of benefits, but rather, are contingent on a favorable Federal Court action.

No legal fee will be charged unless benefits are awarded.

Counsel is not retained to appeal your case to the Appeals Council or any other Court if the claim is denied. Counsel will appeal to Appeals Council and/or the Federal Court, at his option.

It is agreed that claimant will keep the firm informed of his/her whereabouts at all times. Failure to respond to written or telephonic communication from the firm may result in termination of the client-attorney relationship and counsel may withdraw from representation if he is unable to contact the client.

It is agreed that the claimant will notify the firm of any payments or notices received from the Administration.

It is agreed that the claimant will pay any incidental costs, such as costs for obtaining records and/or doctor's fees for additional medical summaries that are needed.

Because some medical facilities and/or copying services may reduce the costs for record reproduction in claims involving Social Security disability, or based on financial circumstances, I authorize [redacted] or its representatives, in their sole and absolute discretion, to release a copy of my Appointment of Representative form, claim denial letters, medical insurance cards, and AHCCCS information. I waive any privilege to these documents, provided the production is for the purpose of furthering my claim.

Dated [redacted] 12/8/2017 MB.

By: [Signature]

By: \_\_\_\_\_