

FEE AGREEMENT (SOCIAL SECURITY DISABILITY)

ATTORNEY FEES: I employ [NAME OF CORPORATION/REP] to represent me before the Social Security Administration (SSA) in my disability case. If I win at any administrative level through the first administrative law judge (ALJ) decision after the date of this agreement, I agree that the attorney fee will be the lesser of twenty-five percent (25%) of all past-due benefits awarded to my family and me, or the dollar amount established pursuant to 42 U.S.C. § 406(a)(2)(A), which is \$6,000 prior to November 30, 2022, and will be increased to \$7,200 on November 30, 2022, and which may be increased from time to time by the Commissioner of Social Security. I understand that my attorney has the right to seek administrative review to increase the amount of the fee set under the preceding sentence of this agreement; but if that happens, my attorney will not ask for a fee of more than 25% of total back benefits awarded in my case. If the first ALJ decision after the date of this agreement is a denial and my attorney agrees to appeal and I win my case later, my attorney will ask SSA to approve a fee no greater than twenty-five percent (25%) of all back benefits awarded in my case. If I receive both social security disability and SSI benefits, I understand that my total fee will not be more than 25% of all past-due benefits, or no more than the limit set by 42 U.S.C. § 406(a)(2)(A), if the limit applies. I understand that if I do not win benefits, then the attorneys get no fee.

SCOPE OF REPRESENTATION: This Fee Agreement applies only to the Initial Application of my Claim, Reconsideration, the Hearing before an Administrative Law Judge, and/or an Appeal to Appeals Council. I understand that this agreement does not apply to appeals to the Federal District Court, I understand that my attorneys do not represent me in any other public or private claim related to my disability, or with any other government agency or any insurance company unless separate arrangements, including a separate contract, have been made for representation on any other claim.

PAYMENT OF ATTORNEY FEES: I understand that SSA will hold back 25% of past-due benefits and pay my attorneys for their work on my case unless my attorneys waive withholding and direct payment. If SSA does not withhold and pay all approved attorney fees, I will pay such fees promptly.

I WILL PAY EXPENSES: I will pay expenses associated with my claim. However, in my attorneys' sole discretion, my attorneys may choose to advance expenses on my behalf. If my attorneys advance any costs and expenses, I agree to pay my attorneys back for these expenses if my claim is approved.

CONFIDENTIAL INFORMATION: I authorize my attorneys to communicate confidential information to me at my mailing address and email address provided. Additionally, I authorize my attorneys to share information about my case, including confidential information, with co-counsel, of-counsel, or local counsel when my attorneys believe that it is in my best interest.

SSA FORM 1696: I understand that my attorneys cannot begin representation until I provide my attorneys with a signed Appointment of Representation (Form SSA-1696).

I HAVE NOT BEEN PROMISED THAT I WILL WIN: My attorneys promised that they will do their best to help me. They did not promise me that I will win.

I accept and approve this agreement:

Date: _____

Attorney/Representative Signature

Client signature

Attorney/Representative Signature

Name (printed or typed)

Social Security Number