

**YOUR PERSONAL INFORMATION
WRIT OF MANDAMUS – 406(a) FEE COLLECTION**

REPRESENTATIVE NAME:	TELEPHONE:
CORPORATE NAME:	MAILING ADDRESS:
PRIMARY CONTACT PERSON AT THE FIRM FOR THIS CLAIM:	EMAIL ADDRESS:

**WHEN RETURNING YOUR SIGNED FEE AGREEMENT,
PLEASE MAKE SURE YOU ALSO SEND TO US THE FOLLOWING:**

- (1) **A Check for the Minimum Fee:** See the fee agreement for the exact amount.
- (2) **A Check for Costs:** Costs include the Court filing fee, which is \$405 as of January 1, 2025, but may increase from time to time. Costs also include any pro hac vice fees, which vary by Jurisdiction. Please ask our firm for the exact amount.
- (3) **Payment Status Inquiry:** A copy of any payment status inquiry letter you submitted. See Scope of representation information in the fee agreement for details on this form, Page 1.
- (4) **Correspondence with SSA:** A copy of all correspondence with SSA regarding the unpaid fees.
- (5) **Notes on Collections Efforts:** A copy of all notes you may have on your collections efforts regarding the uncollected fees.
- (6) **Award Letters / Notices of Award / Fee Agreements:** Copies of all Award Letters or Notices of Award that specify the amount of the fees owed, and all fee agreements related to the unpaid fees.

QUESTIONS TO ANSWER:

- (7) **What is your calculation of the total fees you are owed for the claims you are asking us to pursue?**

\$ _____ (total dollar amount)

- (8) **Are you a “Dedicated Referral Partner” as defined on Page 2 of the fee agreement?**
 Yes No.

If no, would you like to become a “Dedicated Referral Partner”, which will give you access to our Mandamus services at a reduced fee as set forth in the fee agreement? Yes No.

If yes, a member of our firm will contact you to speak to you about becoming a “Dedicated Referral Partner”.

THE NEXT FORM IS THE FEE AGREEMENT. PLEASE CAREFULLY READ THE FEE AGREEMENT IN ITS ENTIRETY.

UNDER THE CURRENT RULES AND REGULATIONS, FEES ARE PAYABLE DIRECTLY TO A REPRESENTATIVE AND NOT TO A LAW FIRM OR ENTITY.

FOR THIS REASON, WE ASK THAT ANY REPRESENTATIVE THAT SIGNED FEE AGREEMENTS THAT WERE CONNECTED TO A PARTICULAR CLAIMANT'S REPRESENTATION, WHICH IS THE SUBJECT OF THE FEE DISPUTE, TO PLEASE SIGN THE RETAINER AGREEMENT.

FEE AGREEMENT

(WRIT OF MANDAMUS – 406(a) FEE COLLECTION)

The Client(s) named below is/are attorneys or authorized representative(s) entitled to receive fees under 42 USC § 406(a). The Client(s), individually and on behalf of the named law firm or corporate entity (collectively hereinafter referred to as “Client”),¹ employ **KONOSKI & PARTNERS, P.C. d/b/a THE FEDERAL APPEALS FIRM™** (hereinafter “Attorney”), with offices located at 180 Tices Lane, Suite 204, Bldg. A, East Brunswick, NJ, 08816, for representation in connection with the collection of fees awarded pursuant to 42 U.S.C. § 406(a), but which remain unpaid to Client.

SCOPE OF REPRESENTATION: Attorney agrees to take the following necessary actions to seek collection of fees that were awarded pursuant to 42 U.S.C. § 406(a), but which remain unpaid to Client, including:

- (1) **Pre-litigation letter to SSA:** Issue a formal written demand to the Social Security Administration (herein referenced as “SSA”) for payment of the unpaid fees along with an itemized list of the unpaid fees.
- (2) **Pre-filing letter to OGC:** Issue a formal written demand to the Office of General Counsel (herein referenced as “OGC”) along with a courtesy copy of a prepared civil complaint alleging a cause of action for a Writ of Mandamus, and an itemized list of the unpaid fees. Attorney may, in Attorney’s sole discretion, skip this step and proceed immediately to Step (3), below.
- (3) **Filing a Writ of Mandamus:** If SSA fails to act within a reasonable time after receiving both letters set forth in (1) and (2) above, file a civil complaint alleging a cause of action for a Writ of Mandamus.
- (4) **Negotiating a Resolution:** Attorney will make efforts at resolving this matter after filing a Writ of Mandamus, in order to avoid further litigation in this matter.
- (5) **Litigation:** If the matter has not been resolved after Steps (1) through (4) have been completed, Attorney will file necessary motions and/or briefs with the Court pursuant to the Court’s scheduling Order or pursuant to any extensions of time that extend the Court’s scheduling Order.
- (6) **Enforce the Court’s Order:** If the Court enters an Order, Attorney will seek to enforce the Order.

CLIENT’S DUTIES: Client shall do the following:

- (1) **Correspondence with SSA:** Client shall provide Attorney with copies of all correspondence with SSA regarding the unpaid fees.
- (2) **Award Letters / Notices of Award / Fee Agreements:** Client shall provide Attorney with copies of all Award Letters or Notices of Award that specify the amount of the fees owed. Client shall also provide Attorney with copies of fee agreements related to the unpaid fees.

¹ Since under current Rules and Regulations fees are owed and are paid to an individual attorney, and not an entity such as a law firm or corporation, the Client is entering into this agreement both individually, and on behalf of the law firm or corporation. This is done for two reasons. First, presumably, the individual Client assigned the right to fees to the law firm or corporate entity. Second, this is done to ensure that if the Rules and/or Regulations change to allow for payment to the law firm or corporate entity that representation shall remain continuous in the event of such a change in the Rules and/or Regulations.

- (3) **Act as Local Counsel:** In the event that Attorney is not admitted in Client's federal jurisdiction, Client (if Client is an attorney) agrees to act as local counsel in Federal District Court.
- (4) **Pay Fees:** Provide notice of receipt of payment of collected fees, and pay Attorney fees due for services, as set forth in the Attorney Fees section, below.
- (5) **All Other Requests:** Throughout the course of the collections efforts, it is likely that inquiries and requests may be made of the Client. Client shall promptly respond to all such inquiries and requests made by Attorney, or SSA, within 24 hours of receiving such inquiry or request. Additionally, in the event Attorney makes a claim for EAJA fees, Client agrees to comply with any requests to provide proof of the Client's net worth. Such proof may include, but is not limited to, Declarations, Affidavits, Net Worth Statements, or documentation provided by Client's accountant or financial advisory firm.

ATTORNEY FEES:

• Definition of a "Dedicated Referral Partner":

Attorney fees due in this matter vary based on whether the Client is, or is not, a "Dedicated Referral Partner". A "Dedicated Referral Partner" is a Client who consistently refers to Attorney denied Social Security Disability claims for possible Federal appeal.

A Dedicated Referral Partner is a Client that refers federal cases for review at a rate of 25 cases per \$1,000,000 of Client's annual revenue for Social Security disability claims, calculated as follows:

- Law firms with up to \$1,000,000 in annual revenue must refer at least 25 cases.
- Law firms with \$1,000,001 to \$2,000,000 in annual revenue must refer at least 50 cases.
- Law firms with \$2,000,001 to \$3,000,000 in annual revenue must refer at least 75 cases, and so on.

This referral requirement scales proportionally, increasing by 25 cases for every additional \$1,000,000 in annual revenue.²

If Client IS a dedicated referral partner as defined herein, the Attorney fees due in this matter are set forth on Pages 3 and 4 of this fee agreement.

If Client is NOT a dedicated referral partner as defined herein, the Attorney fees due in this matter are set forth on Pages 5 and 6 of this fee agreement.

² Revenue from other sources, such as VA claims, personal injury cases, workers compensation cases, for example, are not included in the annual revenue calculation. SSA publicly reports annual revenue statistics paid to representatives for representation in Social Security Disability cases.

CLIENT IS A DEDICATED REFERRAL PARTNER

HYBRID FEE STRUCTURE - NON-REFUNDABLE MINIMUM FEE and CONTINGENCY FEE.

- (1) **Non-Refundable Minimum Fee:** Client agrees to pay Attorney a non-refundable minimum fee of \$5,000 (the "Minimum Fee") upon execution of this Agreement. This fee is for claims of unpaid fees where the total gross value of the unpaid fees related to all claimants is equal to or less than \$100,000. For claims of unpaid fees over \$100,000, Client agrees to pay Attorney an additional non-refundable minimum fee equal to two-percent (2%) of the total gross amount that is over \$100,000, in addition to the \$5,000. As an example, the fee will be calculated as follows:

- If the total claim is \$100,000 or less, the minimum flat fee is \$5,000.
- If the total claim is \$300,000, the minimum flat fee is \$11,000 (\$5,000 for the claim up to \$100,000, + 2% of the next \$200,000 = \$9,000)

The minimum fee herein is earned upon receipt, meaning the fee becomes the property of Attorney immediately upon payment and will not be placed in a client trust account. This fee compensates Attorney for undertaking representation, reserving time, and prioritizing legal work for Client. Client acknowledges that this fee is not contingent on any particular outcome and is non-refundable, except as required by applicable law or professional responsibility rules.

- (2) **Contingency Fee:** In addition to the Minimum Fee, Client agrees that Attorney shall be entitled to a contingency fee equal to **five-percent (5%)** of the total amount recovered on Client's behalf, if the case can be resolved without the need to file a *request judicial intervention*. If a *request for judicial intervention* is filed with the Court, Client agrees that Attorney shall be entitled to a contingency fee equal to **ten-percent (10%)** of the total amount recovered on Client's behalf. The contingency fee shall be calculated based on the gross amount of any settlement, judgment, or payment received, after SSA has deducted any processing fees.³ Since SSA will only send payment directly to the Client, and not to the Attorney, Client must immediately forward payment of the Contingency Fee for any collected fees to Attorney, within seven (7) business days of collection. Client shall provide Attorney with proof of SSA's payment notification, or proof of bank deposit, within 48 hours of Client's receipt of such notification or proof. A "*request for judicial intervention*", as the term is used herein, refers to any action where Attorney files a document with the Court requesting a Court decision, order, or opinion, including, but not limited to, the filing of a Writ of Mandamus, motion, or petition, seeking relief of any kind, regardless of whether the document filed is decided by the Court or later withdrawn or discontinued by the Attorney; except that the term "*request for judicial intervention*" shall not relate to the mere filing of a civil complaint, nor shall it relate to the filing of a motion or petition for EAJA fees.

- (3) **Offset by Minimum Fee:** The contingency fee shall be reduced by the amount of the previously paid Minimum Fee. This reduction shall be applied as follows:
- (a) If the contingency fee is greater than the Minimum Fee, Client shall pay only the remaining balance of the contingency fee.
 - (b) If the contingency fee is equal to or less than the Minimum Fee, no additional payment shall be required.

³ The Regulations allow SSA to deduct processing fees associated with processing payment. Currently, that amount is 6.3%, but may be changed from time to time. Attorney's fee is calculated on the gross amount Client recovers, and receives, after the processing fee charged by SSA.

- (4) **Fees Payable under the Equal Access to Justice Act (EAJA):** Attorney shall also be entitled to EAJA fees, to the extent recoverable.⁴ In addition to the Attorney fees as set forth above, Client understands that Attorneys may also ask the court to order the government to pay attorney fees pursuant to the Equal Access to Justice Act (EAJA). Client understands that sometimes a court will order the government to pay attorney fees pursuant to the EAJA. If this happens, **Client hereby promises to pay and hereby assigns any court-awarded EAJA attorney fees to Attorney.** Client agrees that any such payment belongs to Attorney to the extent that the law allows and Client authorizes Attorney to settle the amount of any EAJA fee using his or her professional judgment. If Attorney receives an EAJA check made payable to Client, Client hereby explicitly give authority to Attorney to endorse the check with Client's name and deposit it in Attorney's general business operating account or attorney trust account (IOLTA). Client agrees that any EAJA fee should be delivered to my attorney. If the EAJA fee is delivered or paid to Client said payment shall be promptly forwarded to Attorney within seven (7) days of collection. EAJA fees are for litigating in Court against SSA for SSA's unreasonable delay. As such, the EAJA fees, and the fees listed above, do not amount to a double recovery. EAJA fees are awarded to compensate for legal work performed against the government's unreasonable delay or failure to act and are distinct from the contingency fee for collection of unpaid fees. Client shall only be responsible for the greater of: (a) the total amount paid to Attorney under this agreement, including the fees set forth in (1) to (3), above; or (b) the total amount of EAJA fees awarded by the Court. If EAJA fees awarded by the Court exceed the total fees paid by the Client under this Agreement, Attorney shall refund to Client any amount previously paid by the Client. **Attorney is not obligated to file a motion or petition for EAJA fees. Attorney may choose, in attorney's sole discretion, not to file a motion or petition for EAJA fees.**

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⁴ EAJA fees may not be available if: (1) the Court does not issue a final judgment; (2) the case is resolved and 406(a) fees are paid without the necessity to file any briefs or motions; (3) the case is terminated by stipulation of discontinuance with no formal Court-issued final judgment; (4) the Client's Net Worth exceeds the thresholds set by statute; (5) the Government's actions were substantially justified; or (6) for other reasons not specifically contemplated herein. In most cases EAJA fees will not be available.

CLIENT IS NOT A DEDICATED REFERRAL PARTNER

HYBRID FEE STRUCTURE - NON-REFUNDABLE MINIMUM FEE and CONTINGENCY FEE.

(1) **Non-Refundable Minimum Fee:** Client agrees to pay Attorney a non-refundable minimum fee of \$5,000 (the "Minimum Fee") upon execution of this Agreement. This fee is for claims of unpaid fees where the total gross value of the unpaid fees related to all claimants is equal to or less than \$100,000. For claims of unpaid fees over \$100,000, Client agrees to pay Attorney an additional non-refundable minimum fee equal to three-percent (3%) of the total gross amount that is over \$100,000, in addition to the \$5,000. As an example, the fee will be calculated as follows:

- If the total claim is \$100,000 or less, the minimum flat fee is \$5,000.
- If the total claim is \$300,000, the minimum flat fee is \$11,000 (\$5,000 for the claim up to \$100,000, + 3% of the next \$200,000 = \$11,000)

The minimum fee herein is earned upon receipt, meaning the fee becomes the property of Attorney immediately upon payment and will not be placed in a client trust account. This fee compensates Attorney for undertaking representation, reserving time, and prioritizing legal work for Client. Client acknowledges that this fee is not contingent on any particular outcome and is non-refundable, except as required by applicable law or professional responsibility rules.

(2) **Contingency Fee:** In addition to the Minimum Fee, Client agrees that Attorney shall be entitled to a contingency fee equal to **ten-percent (10%)** of the total amount recovered on Client's behalf, if the case can be resolved without the need to file a *request judicial intervention*. If a *request for judicial intervention* is filed with the Court, Client agrees that Attorney shall be entitled to a contingency fee equal to **twenty-percent (20%)** of the total amount recovered on Client's behalf. The contingency fee shall be calculated based on the gross amount of any settlement, judgment, or payment received, after SSA has deducted any processing fees.⁵ Since SSA will only send payment directly to the Client, and not to the Attorney, Client must immediately forward payment of the Contingency Fee for any collected fees to Attorney, within seven (7) business days of collection. Client shall provide Attorney with proof of SSA's payment notification, or proof of bank deposit, within 48 hours of Client's receipt of such notification or proof. A "*request for judicial intervention*", as the term is used herein, refers to any action where Attorney files a document with the Court requesting a Court decision, order, or opinion, including, but not limited to, the filing of a Writ of Mandamus, motion, or petition, seeking relief of any kind, regardless of whether the document filed is decided by the Court or later withdrawn or discontinued by the Attorney; except that the term "*request for judicial intervention*" shall not relate to the mere filing of a civil complaint, nor shall it relate to the filing of a motion or petition for EAJA fees.

(3) **Offset by Minimum Fee:** The contingency fee shall be reduced by the amount of the previously paid Minimum Fee. This reduction shall be applied as follows:

- (a) If the contingency fee is greater than the Minimum Fee, Client shall pay only the remaining balance of the contingency fee.
- (b) If the contingency fee is equal to or less than the Minimum Fee, no additional payment shall be required.

⁵ The Regulations allow SSA to deduct processing fees associated with processing payment. Currently, that amount is 6.3%, but may be changed from time to time. Attorney's fee is calculated on the gross amount Client recovers, and receives, after the processing fee charged by SSA.

- (4) **Fees Payable under the Equal Access to Justice Act (EAJA):** Attorney shall also be entitled to EAJA fees, to the extent recoverable.⁶ In addition to the Attorney fees as set forth above, Client understands that Attorneys may also ask the court to order the government to pay attorney fees pursuant to the Equal Access to Justice Act (EAJA). Client understands that sometimes a court will order the government to pay attorney fees pursuant to the EAJA. If this happens, **Client hereby promises to pay and hereby assigns any court-awarded EAJA attorney fees to Attorney.** Client agrees that any such payment belongs to Attorney to the extent that the law allows and Client authorizes Attorney to settle the amount of any EAJA fee using his or her professional judgment. If Attorney receives an EAJA check made payable to Client, Client hereby explicitly give authority to my attorney to endorse the check with Client's name and deposit it in Attorney's general business operating account or attorney trust account (IOLTA). Client agrees that any EAJA fee should be delivered to Attorney. If the EAJA fee is delivered or paid to Client said payment shall be promptly forwarded to Attorney within seven (7) days of collection. EAJA fees are awarded to compensate for legal work performed against the government's unreasonable delay or failure to act and are distinct from the contingency fee for collection of unpaid fees. Client shall only be responsible for the greater of: (a) the total amount paid to Attorney under this agreement, including the fees set forth in (1) to (3), above; or (b) the total amount of EAJA fees awarded by the Court. If EAJA fees awarded by the Court exceed the total fees paid by the Client under this Agreement, Attorney shall refund to Client any amount previously paid by the Client. **Attorney is not obligated to file a motion or petition for EAJA fees. Attorney may choose, in attorney's sole discretion, not to file a motion or petition for EAJA fees.**

(The remainder of this page is intentionally left blank.)

⁶ EAJA fees may not be available if: (1) the Court does not issue a final judgment; (2) the case is resolved and 406(a) fees are paid without the necessity to file any briefs or motions; (3) the case is terminated by stipulation of discontinuance with no formal Court-issued final judgment; (4) the Client's Net Worth exceeds the thresholds set by statute; (5) the Government's actions were substantially justified; or (6) for other reasons not specifically contemplated herein. In most cases EAJA fees will not be available.

CLIENT WILL PAY EXPENSES: Client will pay expenses associated with this claim. Attorney will not advance expenses, including the court filing fee or any *pro hac vice* fee. As of the year 2025, the court filing fee is \$405, but may be increased from time to time. Fees associated with a *pro hac vice* motion vary by jurisdiction, but typically ranges from \$25 to \$250 in most jurisdictions, with the highest *pro hac vice* fee being set at \$500 as of the Year 2025, and may increase from time to time; the exact amount of this fee depends on the jurisdiction of the case. There will also be mail expenses, such as for certified or overnight mail, for various mailings, including for service of process. The Court filing fee and *pro hac vice* fee must be paid upfront along with the payment of the minimum non-refundable fee set forth above. The mail costs will be billed separately because they are usually relatively inexpensive costs and the exact cost cannot be determined at the time this fee agreement is entered into. Billed costs shall be paid by Client to Attorney within thirty (30) days of the date on the invoice.

TERMINATION OF REPRESENTATION: Client understands that this agreement may be canceled by either party at any time, for any reason. If Client terminates Attorney, Client agrees to notify Attorney in writing, by U.S. mail, certified with return receipt requested, sent to Attorney's office address. If Attorney terminates this agreement, Attorney agrees to notify Client of Attorney's withdrawal by U.S. mail to Client's last known address and give notice to the agency which may be processing the claim at that particular time. If the representation is terminated, Attorney shall receive reimbursement for all reasonable costs incurred up to termination. Moreover, if the representation is terminated, Attorney shall be entitled for *quantum meruit* payment for all work performed.

DISPUTE RESOLUTION:

- (1) Mediation: If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
- (2) Arbitration: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If arbitration becomes necessary, Client and Attorney agree to bring any arbitration proceedings in the State of New Jersey, Middlesex County, USA, and the Parties agree to use this location for arbitration. The costs of arbitration shall be shared equally by the Client and Attorney.

NO GUARANTEE OF A PARTICULAR OUTCOME: Attorney promised to give Attorney's best effort to help Client. Attorney did not guarantee any particular outcome in this matter. Attorney did not promise Client that Client will win.

(Signatures on the next page.)

The undersigned is signing this fee agreement individually and on behalf of the corporate entity listed herein. The undersigned represents and warrants that they have full authority to execute this Agreement on behalf of the corporate entity and to bind the corporation to the terms herein. By signing below, the undersigned affirms that they are an authorized representative of the corporation with the power to retain legal counsel on its behalf and enter into legally binding agreements. The undersigned acknowledges and agrees that all obligations set forth in this Agreement shall be fully enforceable against the corporation listed herein. The undersigned, individually and on behalf of the corporation, accepts and approves this agreement.

(PLEASE SIGN AND DATE BELOW.

PLEASE ALSO INITIAL THE BOTTOM OF EACH PAGE OF THIS AGREEMENT):

<p>_____ THE FEDERAL APPEALS FIRM</p> <p>_____ Printed Name</p>	<p>_____ Client Signature <small>*Client is signing on behalf of self and the corporate entity.</small></p> <p>_____ Printed Name</p> <p>_____ Law Firm / Corporate Name</p>
	<p>_____ Client Signature <small>*Client is signing on behalf of self and the corporate entity.</small></p> <p>_____ Printed Name</p> <p>_____ Law Firm / Corporate Name</p>

THE NEXT FORM IS A DECLARATION AND ASSIGNMENT OF EAJA FEE.

THIS DECLARATION IS FOR THE CORPORATE ENTITY THAT REPRESENTED THE CLAIMANTS.

UNDER THE CURRENT RULES AND REGULATIONS, FEES ARE PAYABLE DIRECTLY TO A REPRESENTATIVE AND NOT TO A LAW FIRM OR ENTITY. HOWEVER, IN PRACTICE, FEES ARE ASSIGNED TO A CORPORATE ENTITY OR FIRM THAT REPRESENTED THE CLAIMANT. MOREOVER, SSA OFTEN ISSUES IRS FORM 1099'S TO THE CORPORATE ENTITY.

FOR THIS REASON, IT IS POSSIBLE THAT A COURT MAY RECOGNIZE THE CORPORATE ENTITY AS THE PARTY IN INTEREST IN THIS ACTION. IN THIS CASE, THE NET WORTH OF THE CORPORATION BECOMES RELEVANT.

THIS DECLARATION AND ASSIGNMENT OF FEE RELATES TO THE NET WORTH, AND ASSIGNMENT OF EAJA FEES, BY THE CORPORATE ENTITY.

UNITED STATES DISTRICT COURT

DISTRICT OF _____

-----X

Civil Action No.:

Plaintiff,

-against-

**PLAINTIFF'S DECLARATION
AND ASSIGNMENT OF
EAJA FEE**

THE COMMISSIONER OF THE SOCIAL SECURITY
ADMINISTRATION,

Defendant.

-----X

_____, an (attorney) (authorized
representative) with _____ (name of

entity) under penalty of perjury, hereby swears that the following statements are true and
accurate:

1. I have full authority to execute this Declaration and Assignment of fees on behalf of the
aforementioned entity and to bind the entity to the information contained herein, and to
the terms of the fee agreement.
2. The net worth of the aforementioned entity is less than seven-million dollars
(\$7,000,000).
3. The aforementioned entity has fewer than five-hundred (500) employees.
4. The aforementioned entity hereby assigns any entitlement that it may have to a fee under
the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), to attorneys, KONOSKI &
PARTNERS, P.C. On behalf of the aforementioned entity, I acknowledge that the fee
compensates attorneys for representing the entity before the United States District Court.
5. On behalf of the aforementioned entity, I understand that EAJA fees are separate from any
contingency fee or non-refundable minimum fee set forth in the retainer agreement.
6. On behalf of the aforementioned entity, I ask that the EAJA award be made payable to
KONOSKI & PARTNERS, P.C. and not to me as the Plaintiff.

7. WHEREFORE, On behalf of the aforementioned entity, I assign any right or interest the entity may have in the award of an EAJA fee and understand that the EAJA award shall be paid to attorneys, KONOSKI & PARTNERS, P.C., to compensate counsel for the work performed on this case in the United States District Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____

X _____
Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF _____

-----X

Civil Action No.:

Plaintiff,

-against-

**PLAINTIFF'S DECLARATION
AND ASSIGNMENT OF
EAJA FEE**

THE COMMISSIONER OF THE SOCIAL SECURITY
ADMINISTRATION,

Defendant.

-----X

_____, an (attorney) (authorized
representative) with _____ (name of

entity) under penalty of perjury, hereby swears that the following statements are true and
accurate:

1. I have full authority to execute this Declaration and Assignment of fees on behalf of the
aforementioned entity and to bind the entity to the information contained herein, and to
the terms of the fee agreement.
2. The net worth of the aforementioned entity is less than seven-million dollars
(\$7,000,000).
3. The aforementioned entity has fewer than five-hundred (500) employees.
4. The aforementioned entity hereby assigns any entitlement that it may have to a fee under
the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), to attorneys, KONOSKI &
PARTNERS, P.C. On behalf of the aforementioned entity, I acknowledge that the fee
compensates attorneys for representing the entity before the United States District Court.
5. On behalf of the aforementioned entity, I understand that EAJA fees are separate from any
contingency fee or non-refundable minimum fee set forth in the retainer agreement.
6. On behalf of the aforementioned entity, I ask that the EAJA award be made payable to
KONOSKI & PARTNERS, P.C. and not to me as the Plaintiff.

7. WHEREFORE, On behalf of the aforementioned entity, I assign any right or interest the entity may have in the award of an EAJA fee and understand that the EAJA award shall be paid to attorneys, KONOSKI & PARTNERS, P.C., to compensate counsel for the work performed on this case in the United States District Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____

X _____
Plaintiff

THE NEXT FORM IS A DECLARATION AND ASSIGNMENT OF EAJA FEE.

THIS DECLARATION IS FOR THE INDIVIDUAL ATTORNEY WHO APPEARS ON THE FEE AGREEMENTS THAT ARE SUBJECT TO THE COLLECTIONS ACTION.

UNDER THE CURRENT RULES AND REGULATIONS, FEES ARE PAYABLE DIRECTLY TO A REPRESENTATIVE AND NOT TO A LAW FIRM OR ENTITY.

FOR THIS REASON, IT IS POSSIBLE THAT A COURT MAY ASK FOR NET WORTH INFORMATION FOR THE INDIVIDUAL ATTORNEY. AS SUCH, WE ASK FOR A DECLARATION OF NETWORTH AND ASSIGNMENT OF EAJA FEES TO BE SIGNED BY THE INDIVIDUAL ATTORNEYS THAT REPRESENTED THE CLAIMANTS WHOSE FEES ARE THE SUBJECT OF THE COLLECTION ACTION / WRIT OF MANDAMUS.

UNITED STATES DISTRICT COURT
DISTRICT OF _____

-----X

Civil Action No.:

Plaintiff,

-against-

**PLAINTIFF'S DECLARATION
AND ASSIGNMENT OF
EAJA FEE**

THE COMMISSIONER OF THE SOCIAL SECURITY
ADMINISTRATION,

Defendant.

-----X

_____, under penalty of perjury, hereby swears that the following statements are true and accurate:

1. I am the Plaintiff in the above-captioned action.
2. My net worth is less than two-million dollars (\$2,000,000).
3. I hereby assign any entitlement that I may have to a fee under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), to my attorneys, KONOSKI & PARTNERS, P.C. I acknowledge that the fee compensates my attorneys for representing me before the United States District Court.
4. I understand that EAJA fees are separate from any contingency fee or non-refundable minimum fee set forth in the retainer agreement.
5. I ask that the EAJA award be made payable to KONOSKI & PARTNERS, P.C. and not to me as the Plaintiff.
6. WHEREFORE, I assign any right or interest I may have in the award of an EAJA fee and understand that the EAJA award shall be paid to my attorneys, KONOSKI & PARTNERS, P.C., to compensate counsel for the work performed on this case in the United States District Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____

X _____
Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF _____

-----X

Civil Action No.:

Plaintiff,

-against-

**PLAINTIFF'S DECLARATION
AND ASSIGNMENT OF
EAJA FEE**

THE COMMISSIONER OF THE SOCIAL SECURITY
ADMINISTRATION,

Defendant.

-----X

_____, under penalty of perjury, hereby swears that the following statements are true and accurate:

1. I am the Plaintiff in the above-captioned action.
2. My net worth is less than two-million dollars (\$2,000,000).
3. I hereby assign any entitlement that I may have to a fee under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), to my attorneys, KONOSKI & PARTNERS, P.C. I acknowledge that the fee compensates my attorneys for representing me before the United States District Court.
4. I understand that EAJA fees are separate from any contingency fee or non-refundable minimum fee set forth in the retainer agreement.
5. I ask that the EAJA award be made payable to KONOSKI & PARTNERS, P.C. and not to me as the Plaintiff.
6. WHEREFORE, I assign any right or interest I may have in the award of an EAJA fee and understand that the EAJA award shall be paid to my attorneys, KONOSKI & PARTNERS, P.C., to compensate counsel for the work performed on this case in the United States District Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____

X _____
Plaintiff