

[counsel]

SOCIAL SECURITY RETAINER AGREEMENT

ATTORNEY FEES

I employ [counsel] to represent me before the Social Security Administration (SSA) in my disability case. I agree that if the SSA favorably decides any of my claim(s) pursuant to this contract, I agree that the attorney fee will be the lesser of twenty-five percent (25%) of all past-due benefits awarded to my family or me, or the dollar amount established pursuant to 42 U.S.C. § 406(a)(2)(A), which is currently \$6,000.00, but 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, the fee will be twenty-five percent (25%) of all back benefits awarded in my case subject to the approval of SSA. 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 attorney gets no fee.

SCOPE OF REPRESENTATION

I have employed my attorney to represent me in my Social Security disability and/or SSI claim. I understand that my attorney does 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 out my attorney's fee and pay my attorney for his work on my case unless my attorney waives withholding and direct payment. If the attorney waives withholding and direct payment or if SSA fails to withhold attorney fees, I will pay my attorney promptly from the back benefits I receive.

I WILL PAY EXPENSES

In addition to fees, I agree to pay my attorneys for reasonable expenses that they pay in my case; I agree to pay these expenses whether we win or lose. These may include medical records and reports, photocopying, travel expenses, transcript preparation, and the like. I will get a bill for expenses that show how and when my attorneys spent the money. I agree to pay my attorney back for these expenses.

I HAVE NOT BEEN PROMISED THAT I WILL WIN

My attorney promised that he will do his best to help me. He did not promise me that I will win.

I accept and approve this agreement.

Client Signature

Date

Client Name

Your Name

Relationship to Client

Street Address

City

State

Zip

Best Phone Number to Reach You

Alternate Phone Number