

## **SOCIAL SECURITY DISABILITY BENEFITS** **CONTINGENT FEE RETAINER**

**ATTORNEY FEES:** I employ Goldfarb Law Office, Minneapolis, MN 55417, 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 currently \$6,000, 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. 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 will receive 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 agreements, including a separate contract, have been made for representation on any other claim.

**PAYMENT OF ATTORNEY FEES:** I understand that SSA will hold out 25% of past-due benefits 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 attorney for reasonable expenses that he pays in my case. 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 attorney spent the money. In a case in which I get benefits, I agree to pay my attorney back for these expenses as soon as I get a check for back benefits. I agree to pay expenses whether we win or lose.

**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:

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Social security number