

FEE AGREEMENT

This fee agreement is made between _____ and FICEK LAW OFFICE, PC.

1. **PURPOSE:** The client employs the attorney to represent the client on a claim or claims for benefits administered by the Social Security Administration, including any claim for SSI benefits and any claim for Social Security family benefits, where applicable.
2. **FEE:** No fee will be charged unless the client receives a favorable or partially favorable decision. Any attorney fee must be authorized by the Social Security Administration under either the Attorney Fee Agreement approval process or under the Attorney Fee Petition process.

The Fee Agreement provides that the fee shall be the lesser of:

- a. Twenty-five percent (25%) of the past due benefits awarded to the claimant and auxiliaries/dependents, OR
- b. The maximum amount set by the Commissioner, pursuant to Section 406(a)(2)(A). This amount is currently \$7,200, but is subject to adjustment by the Commissioner.

The Regulations provide that a Fee Petition may be submitted by an attorney requesting authorization to charge and collect a fee even if no benefits are payable. 20 CFR §405.1725(b)(2). The attorney will notify you if he intends to submit a Fee Petition, the reason for it, and provide you with an opportunity to agree or disagree to the amount requested. The submission of a Fee Petition is generally not anticipated. A Fee Petition will not be submitted if you receive an unfavorable decision. One situation in which a Fee Petition may be made is when the client decides to amend his or her alleged onset date for disability and thereby reduces the amount of the back award significantly or eliminates the back award.

This contract is for representation for a social security disability claim. The scope of the contract applies to a claim from the initial application level through the administrative law judge hearing. A separate contract must be executed at the appeals council stage, a remanded administrative law judge hearing, or for an appeal to district court.

3. **COSTS:** The client agrees to be responsible for the costs which the attorney feels are necessary to advocate the client's claim. The client agrees to reimburse the attorney for costs. Costs include but are not limited to costs for postage, photocopies, transportation expenses, obtaining medical reports and obtaining testimony and assessments from your care providers. (List not exclusive). Costs are not fees.

4. **NO WARRANTY:** The attorney has offered no guarantee that client's case will be won.

Client's Signature

5. **PROFESSIONAL EXAMINATIONS:** During the course of his representation of client, attorney may advise the client of the need for the client to be further examined or tested by a physician, vocational or rehabilitation expert or other professional. Such advice is based upon attorney's opinion that evidence may be gained from the further examination or testing that would be helpful to the client's claim. Client is solely responsible for payment of these further examinations or testings. Client shall not represent to any person that attorney has any responsibility for payment of such examinations or testings.

6. **ATTORNEY'S WITHDRAWAL:** Attorney reserves the right to withdraw from representation of client upon reasonable notice of client. A letter is sent to client's above address by attorney shall be proper notice. Attorney may withdraw because of client's lack of cooperation, failure to disclose material facts, failure to provide retainer, or for other reasons for which attorney deems withdrawal necessary or proper.

7. **DISCHARGE OF ATTORNEY:** Attorney shall be entitled to his full contingent share of any recovered benefit even if client discharges attorney or obtains a substitution of attorney before such recovery is made upon approval of the Social Security Administration.

8. **DESTRUCTION OF FILE.** Because of space and storage considerations all contents of the file will be destroyed one (1) year after the closing of the file. It is the responsibility of the client to ask for documents or items from the file at the conclusion of the case. After the conclusion of the case all documents or items must be picked up personally by the client at Attorney's place of business. No further notice will be given concerning destruction of the file.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent that terms of a contract for consultation are incorporated herein. Any modification of this agreement, or additional obligations assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

The client's signature below confirms that the client understands and concurs with this agreement. The client acknowledges receipt of a copy of this agreement.

By: Anton G. Ficek
Ficek Law Office, PC

Client

Date: _____

Date: _____