

## **SOCIAL SECURITY FEE AGREEMENT**

I, the undersigned **CLAIMANT** hereby retain and employ Jonathan Ginsberg of the law firm **GINSBERG LAW OFFICES, P.C.**, of Atlanta, Georgia to represent me and my family in my claim(s) for benefits under the Social Security Act, as amended. In employing said firm, I agree that JONATHAN C. GINSBERG will represent me and my family in any proceedings, hearings, or legal actions related to this claim. Jonathan Ginsberg is designated as my primary representative. He is authorized to assign any associate affiliate with GINSBERG LAW OFFICES, P.C. to act as co-representative. For all persons appointed, an Appointment of Representative form (SSA-1696) will be filed.

I agree that if the Social Security Administration favorably decides my claim at any stage through the first hearing level, I will pay said attorney a maximum fee of (a) the lower of 25% of past due benefits including Disability Insurance Benefits and Supplemental Security Income Benefits, which are secured for me and my family with or without a hearing, or (b) \$6,000.00 or the applicable maximum amount set by the Commissioner pursuant to 42 U.S.C. Section 406(a). Ginsberg Law Offices, P.C. also retains the right under 42 U.S.C. Section 406(a)(3)(A) to request that the Social Security Administration increase the maximum attorney fee.

If the Social Security Administration does not favorably decide the claim at any stage through the first hearing level, and further work is undertaken such as an appeal to the Appeals Council or an additional hearing before an Administrative Law Judge or an appeal to federal court, said attorneys shall have the option and right to file a fee petition seeking a fee greater than \$6,000.00 but not more than twenty-five (25%) percent of the past due benefits.

If my claim is appealed to federal court and results in a favorable decision of the type justifying an award of attorney's fees under the Equal Access To Justice Act, said attorneys shall have the option and right to file, at their discretion, a motion under the Equal Access To Justice Act seeking additional attorney's fees to be set by the Federal Court and paid by the federal government.

I understand that the attorneys have not promised to win my case, but have only promised to help me. In the event there is no favorable decision rendered and I receive no benefits, then there is no obligation on my part to pay any fee to said attorneys.

I understand that my attorneys may advance out-of-pocket costs for medical records or other documentation. My attorneys agree to obtain my prior approval before spending any such money. I agree to reimburse my attorneys for these out of pocket costs at the conclusion of my case.

I understand and agree that this contract may be made part of a petition to obtain approval of a fee filed by said attorneys upon the conclusion of this case. Whenever applicable, the Social Security Administration is hereby authorized and requested to pay directly to said attorneys their fee from any and all past-due benefits due me or my family.

My attorneys are authorized to use any and all medical, psychological, vocational, and/or any and all other information they may secure about me in support of my claim in any way they deem necessary in my case, irrespective of any law or regulation relating to the right of privacy, etcetera.

I understand that this agreement may be canceled by either party at any time, for any reason. I agree to notify attorneys of their termination in writing, by registered mail, at attorneys' office address. Attorneys agree to notify me of their withdrawal by registered mail to my last known address and give notice to the agency which may be processing my claim at that particular time. Should this agreement be canceled by me prior to the time a recovery is received, I will be responsible for paying attorneys a reasonable fee for the fair market value of the legal services rendered and expense incurred on my behalf. I further agree that attorneys' fees collected in this manner may be recovered by attorney as a lien on client's file.

This will acknowledge that I have received a copy of this Retainer Agreement, and I am in complete agreement with it.

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CLAIMANT: \_\_\_\_\_ Print name: \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(social security number)

Accepted: \_\_\_\_\_  
Jonathan C. Ginsberg  
GINSBERG LAW OFFICES, P.C.