

PLEASE READ CAREFULLY – Two Tier Contingency Fee Agreement - SSDI / SSI

I, _____ SS# _____ (“client”)
employ **Attorney John L. Roberts** of 1200 Converse Street, Longmeadow, Massachusetts 01106 to represent me before the Social Security Administration (SSA) in my disability case.

SCOPE OF REPRESENTATION: I have employed my attorney to represent me in my Social Security Disability Insurance and/or SSI claim and to do any and all necessary things to represent me in Administrative proceedings before the Social Security Administration. I understand that this agreement does not include representation in Federal Court, which would require a separate contract.

I also 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.

ATTORNEY FEES: I understand that if I do not win benefits, then the attorney gets no fee. The contingency upon which compensation is to be paid is the collection of money on my claim for disability benefits.

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, and may be increased from time to time by the Commissioner of Social Security.

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 attorney fee will be twenty-five percent (25%) of all back benefits awarded in my case. I understand that my attorney must obtain administrative review to obtain a fee set under the preceding sentence of this agreement, and that my attorney will not ask for a fee of more than 25% of total back benefits awarded in my case for representing me in Administrative proceedings before the Social Security Administration.

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 I win at any administrative level through the first administrative law judge (ALJ) decision after the date of this agreement.

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. If SSA does not 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.

This agreement and its performance are subject to General Rules 3:05 of the Supreme Judicial Court of Massachusetts. We have each read the above agreement before signing it. The undersigned client acknowledges the receipt of a fully signed copy of this agreement.

Attorney John L. Roberts

DATE:

Client

DATE: