

Fee Agreement

1. I, _____, hereby employ Tracy Tyson Miller, Jacksonville, Florida, hereinafter referred to as "Attorney," to represent me and my family on my claim for Disability Benefits under Title II and/or Title XVI of the Social Security Act.
2. The scope of this agreement is limited to representing Claimant in administrative proceedings before the Social Security Administration ("SSA"). **This fee agreement does not apply to appeals to Federal Court.** Any Federal Court appeal will require a separate contract.
3. As her compensation, I agree to pay my attorney a fee equal to the lesser of: (a) 25% of past due benefits payable to me and my family resulting from my disability claim; or (b) the dollar limit imposed under federal law (at the time benefits are awarded) as may be amended. The current dollar limit is \$6,000.00, but this amount may be increased from time to time by the Commissioner of Social Security. It is understood and agreed that any attorneys fee charged must be approved by Social Security or a Court.
4. The maximum fee specified in paragraph (3) applies only if a favorable decision is obtained at the administrative level up to and including the hearing before an Administrative Law Judge following the date of this fee agreement. If subsequent appeals are necessary, and a favorable decision is then obtained, Attorney may request SSA to approve a fee in the amount of 25% of past due benefits, with no specific dollar maximum. In that case, Attorney will submit a fee petition for approval of a reasonable fee by SSA.
5. IT IS MUTUALLY AGREED that if nothing is recovered on this claim for Disability Benefits, my attorney is to receive no compensation for their services.
6. Claimant understands and agrees that SSA will withhold the attorney fees from the payment of past due benefits and that SSA will pay such fees directly to Attorney.
7. Upon request of my Attorney, I agree to reimburse her for all out-of-pocket expenses incurred in connection with this claim.
8. Claimant understands that Attorney has made no promise or guarantee regarding the outcome of the claim. Claimant further understands that Attorney will investigate the claim and if after so investigating, it appears to Attorney that the claim does not have merit, Attorney shall have the right to withdraw as my representative and cancel this agreement.
9. By my signature on this document, I acknowledge that I have received a signed copy of this Fee Agreement and that I am in complete agreement with its terms.

Tracy Tyson Miller