

Fee Agreement

1. This is a fee agreement between Tracy Tyson Miller, Attorney at Law (“Attorney”) and **John Doe** (“Claimant”).
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. Claimant and Attorney agree that if SSA favorably decides the claim(s), Claimant will pay Attorney a fee equal to the lesser of the amount specified under 42 U.S.C.A. §406(a)(2)(A), currently \$5,300.00, or 25% of past due benefits to the Claimant and Claimant’s family resulting from the claim(s).
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. Claimant and Attorney agree that if Claimant does not receive a fully or partially favorable decision from SSA, Claimant will not owe Attorney any fee.
6. This agreement will not apply if:
 - a. SSA approves the claim and there are no past due benefits
 - b. SSA does not approve this Fee AgreementIn such case, Attorney will submit a fee petition seeking approval of a reasonable fee.
7. Claimant understands that SSA must approve any fee charged by Attorney for services provided in proceedings before the SSA.
8. 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.
9. Claimant agrees to pay any out-of-pocket expenses from third parties incurred by Attorney while acting on Claimant’s behalf. Examples of such expenses include copying charges, fees for medical records and courier charges.
10. 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.

John Doe

Date

Tracy Tyson Miller, Attorney

Date