

Law Office of Attorney Meryl Anne Spat

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ATTORNEY FEE AGREEMENT § 406(a) AGENCY REPRESENTATION

I appoint Attorney Meryl Anne Spat to represent me before the Social Security Administration in connection with an application for disability. This agreement complies with 42 U.S.C. section 406(a)(2), governing fees in the administrative process. The Social Security Administration (SSA) must approve any fee that the undersigned representative charges or collects for services provided in proceedings before SSA in connection with any claim(s) for benefits. All prior representation is terminated.

I agree to abide by 42 USC § 406(a), which authorizes a reasonable attorney's fee. If the Social Security Administration (SSA) favorably decides the claim(s) at or below the first Administrative Law Judge (ALJ) hearing decision, the fee shall be the lesser of 25 percent of past-due benefits or the maximum dollar amount established by the Commissioner pursuant to section 206(a)(2)(A) of the Social Security Act. As of the date of signing this agreement, if SSA favorably decides claim(s), the representative's fee will be twenty-five percent (25%) of the retroactive award up to a maximum of nine thousand two hundred dollars (\$ 9,200.00). Notwithstanding the maximum fees currently authorized by statute, the claimant authorizes payment of such higher amount that the Commissioner of SSA may set in the future.

I understand that my attorney has the right to seek administrative review to increase the amount of the fee set under the preceding sentence of this agreement. However, if that happens, my attorney will not request a fee exceeding 25% of the total back benefits awarded. If the first ALJ decision is a denial and my attorney agrees to appeal and I win later, the fee will be twenty-five percent (25%) of all back benefits awarded in my case without any upper limit. If I receive both Social Security disability and SSI benefits without the involvement of the U.S. Courts, my total fee will be 25% of all past-due benefits, or no more than the limit set by 42 U.S.C. §406(a)(2)(A), if the limit applies. Fees for legal services rendered before the U.S. Courts are governed by separate provisions and require a separate agreement, under which fees may exceed 25% of the back benefit. I understand that if I do not win benefits, the attorney will not receive a fee. Representation ends on the award of a fully favorable decision. It will also end on receipt of a partially favorable decision unless there is a written agreement to appeal a partially favorable decision.

If this fee agreement is not approved, Attorney Spat has the right to submit a fee petition (SSA 1560) for all services rendered, including file development, phone calls, and office visits. Clients remain responsible for all costs and expenses and agree to pay said expenses and costs on request. If any sentence or part of this agreement is deemed invalid or unenforceable, that part only is void, and the remainder of the agreement remains in force. This agreement supersedes any prior agreement. If a fee petition is necessary, the fee will be 25% of the total retroactive award without any upper limit.

A lawsuit against Social Security is subject to separate fees under §406(b) and requires a separate written fee agreement and assignment. This agreement supersedes any prior agreement. A photostatic copy of this authorization may be accepted in lieu of an original. **The claimant acknowledges receipt of a copy of this agreement by signing below.**



Signature

Your Social Security Number: _____