

Social Security Fee Agreement

I, _____, do hereby appoint **John E. Haapala, Jr.** to provide representation on behalf of my application for Social Security Disability Benefits before the Social Security Administration (SSA). I give my attorney full authority to act on my behalf in all matters concerning my claim for Social Security benefits, including the right to gather medical and other evidence, communicate with the Social Security Administration or their agents, appear on my behalf at any administrative hearing, and do any other act which, in his discretion he deems appropriate.

(Administrative Fees)

I agree that if SSA favorably decides my claim(s) at any time during my contractual relationship with Mr. Haapala, that the attorney fee shall be **the lesser of 25 percent** of my past-due benefits resulting from my claim(s) **or \$6,000.00**, or the applicable maximum amount set by the Commissioner of the Social Security Administration pursuant to 42 U.S.C. § 406(a). I understand that SSA will hold these funds out of my past-due benefits to pay my attorney.

(EAJA Fees)

I understand that if Mr. Haapala appeals my claim to the United States District Court, and prevails on my behalf that I will be entitled to attorney fees under the **Equal Access to Justice Act (EAJA)** for the time he spent on my claim before the federal court. If this occurs, I hereby assign any court awarded EAJA attorney fees to my attorney, Mr. Haapala. If EAJA fees are due and payable, I agree that those fees can be paid directly to my attorney, and I further grant Mr. Haapala the power of attorney to endorse my name on the attorney fee check. I understand that fees paid pursuant to EAJA are paid by the U.S. government or an agency thereof, and are **not paid out of my past-due benefits**.

(406(b) Fees)

I understand that if Mr. Haapala prevails on my behalf at federal court, and I am subsequently awarded benefits, that Mr. Haapala will be entitled to request **the full amount of 25%** of my past-due benefits without a cap of \$6,000.00 (minus any EAJA fees paid) under 42 U.S.C. § 406(b).

I have not been promised that I will win, only that my attorney will do his best to help me. I agree that if my attorney incurs expenses on my behalf, such as for medical records, that I will be responsible to pay these expenses even if I do not prevail.

Client's signature

Date

Attorney's signature

Date