

Social Security Fee Agreement

I, _____, do hereby appoint John E. Haapala, Jr. and Haapalaw, LLC, 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.

406(a): 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 \$7,200.00** 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 the Commissioner may increase the maximum amount payable to my attorney after I sign this agreement. I understand that SSA will hold these funds out of my past-due benefits to pay my attorney directly. I understand that no fees are due my attorney **unless I am awarded my benefits.**

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 through 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 and Haapalaw, LLC. 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 and Haapalaw, LLC, 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): Federal Fees

I understand that if Mr. Haapala prevails on my behalf at federal court, and I am subsequently awarded benefits, that Mr. Haapala and Haapalaw, LLC, will be entitled to request **the full amount of 25%** of my past-due benefits without a cap of \$7,200.00 under 42 U.S.C. § 406(b). I understand that any fees already paid through EAJA will be subtracted so my attorney does not receive more than twenty-five percent of my past due benefits for his federal court work.

I understand that I may fire my attorney at any time for any or no reason, and that he may petition the court for attorney fees for the time he has put into my claim if I am ultimately awarded benefits. I understand that my attorney may release me as a client at any time for any reason.

I have not been promised that I will win, only that my attorney will do his best to help me.

Client's signature

Date

Attorney's signature

Date