

SOCIAL SECURITY FEE AGREEMENT
(AUTHORITY TO REPRESENT)

**ADMINISTRATIVE LAW JUDGE HEARING THIS CLAIM
OFFICE OF HEARING AND APPEALS
SOCIAL SECURITY ADMINISTRATION**

RE: **CLAIMANT:** _____
 SSN: _____

My representative, **JAY ROTHLEIN, ESQ.** and I, understand that for a fee to be payable, the Social Security Administration (SSA) must approve any fee my representative charges or collects from me for services my representative provides in proceedings before SSA in connection with my claim(s) for benefits.

We understand that Social Security past-due benefits are the total amount of money to which I and any auxiliary beneficiary(ies) may become entitled through the month before the month SSA effectuates a favorable administrative determination or decision on my Social Security Claim, if any, and/or that Supplemental Security Income (SSI) past-due benefits are the total amount of money for which I may become eligible through the month SSA effectuates a favorable administrative determination or decision on my SSI claim, if any.

I will pay my representative a fee equal to the lesser of 25 percent of any past-due benefits from my claim or, if less, the maximum dollar amount allowed pursuant to Section (a)(2)(A) of the Social Security Act, based on the date SSA approves my fee agreement.

This Fee Agreement is intended to serve as the controlling and binding understanding of the parties (claimant and attorney) for services provided by the attorney only in the event that the claim is totally resolved at the Hearing Level without appeal to the Appeals Council and/or the Federal court system. If this claim is denied at the initial hearing before an Administrative Law Judge and is eventually resolved by means of further appeal, either at the Appeals Council or Federal Court level or is remanded by any Court or body for another Hearing before an Administrative Law Judge and is then or subsequently resolved, the parties agree and understand that the attorney shall have the option and ability to file a fee petition seeking a fee greater than the amount established pursuant to Section 206(a)(2)(A) of the Social Security Act, but in no event more than 25 percent of the past due benefits.

IN ADDITION, it is agreed between the parties, any sums advanced in payment for medical records/reports, court costs, travel and other actual expenses incurred by said attorney in the handling of this Social Security Claim, will be paid by the claimant, to the attorney, whether or not a favorable decision is rendered on my behalf. No fee shall be charged in the event of a total denial of claimant's claim(s).

We have both received signed copies of this Agreement.

CLIENT(Signature)

DATE

(Print Name)

I HAVE READ AND AGREE TO THE FOREGOING.

JAY ROTHLEIN, ESQ.
800 West Ave., Ste. C-1
Miami Beach, FL 33139
(305)532-2250
(305)534-8813

DATE