

SOCIAL SECURITY ATTORNEY FEE
& RETAINER AGREEMENT

I, _____ (Client) hereby retains **PETER M. CORDOVANO, P.C.** (Attorney) to represent me in my claim for Social Security Disability Title II Benefits (SSD) or Supplemental Security Income (SSI) before the Social Security Administration (Administration) under the following terms:

Client acknowledges that after investigation, the attorney may decline further representation based on factors subject to the attorney's judgment. If the attorney terminates this Agreement, there shall be no fee due from client.

If the Administration favorably decides this claim, attorney will not be required to submit an Itemized Fee Petition, but instead shall utilize the expedited attorney fee process provided by Section 206(a) of the Social Security Act 42 USC 406 (a). If further proceedings are necessary, the expedited attorney fee process will not apply.

Attorney agrees to represent client through the hearing level under the expedited attorney fee process. Attorney agrees to represent claimant on a contingency fee basis, and will accept the lesser of twenty-five percent (25%) of all retroactive benefits on all beneficiaries on client's account entitled to payments via a fully or partially favorable decision, or Six Thousand (\$6,000.00) Dollars, whichever is less (74 Fed. Reg. 6080).

If a Federal Court renders a judgment favorable to me, the attorney fee not be limited to Six Thousand (\$6,000.00) Dollars. Attorney may become entitled to fees other than from past-due benefits. These fees, paid pursuant to the Equal Access to Justice Act (EAJA), are not charged against client, but against the government.

If Attorney become entitled to any such fees, they cannot be in addition to any fee paid from past-due benefits if both fees are for the same services performed. Attorney agrees to refund the Client the smaller of the fee from either Client's past-due benefits or the fee paid to the attorney by the government pursuant to EAJA if both fees are paid for the same work performed by the Attorney.

Attorney may need to expend monies to obtain medical records (not reports) while working on my case. Expenses may also include such things as copying and mailing costs, and any other out of pocket expense. Attorney has a right to be reimbursed for these expenses no matter the outcome, and from any retroactive benefit in the event of an award. I can decide at any time to tell the Attorney not to incur any further costs on my case.

Client shall always cooperate with attorney (i.e. keeping appointments, giving attorney any documents or papers, letting attorney know if address or telephone number changes.

Information client gives to attorney about my case will not be given to anyone outside the

law firm without my permission.

Client may terminate attorney's services at any time, by written notice to attorney's offices. If such termination occurs, client shall remain obligated to attorney under paragraph 2 above. Attorney will supply the client and the Administration with a fee petition and a detailed statement of the time expended. Attorney can terminate this agreement at any time, and for any reason, on written notice to client.

Pursuant to 42 USC 406 (A), a copy of this agreement shall be filed with the Office of Hearing and Appeals. This section provides that the Administration be notified of such agreement prior to the issuance of a favorable decision.

WE HAVE BOTH RECEIVED SIGNED COPIES OF THIS AGREEMENT

DATED: _____, _____

Attorney

Client