



Social Security Fee Agreement (Two-Tiered)

I hereby hire H. David Hicks, Esq. of The Hicks Law Firm (“the Firm”) to represent me in my claim(s) for Social Security Disability and/or Supplemental Security Income benefits before the Social Security Administration (“SSA”). I also authorize the Firm to work with other attorneys if the Firm believes that it is in my best interest.

I will pay NO FEE unless I win my disability claim(s).

If SSA favorably decides my claim(s) at any stage through the first hearing at the Administrative Law Judge (“ALJ”) level of appeal (with or without a hearing or supplemental hearing with no appeal to the Appeals Council), the attorney fee will be **one-quarter (25%) of my past-due benefits or \$6,000** (or such higher limit as the Commissioner of Social Security may set under 42 U.S.C. § 406(a)(2)(A)), **whichever is less**. I understand that SSA will withhold this amount from my past-due benefits once the fee is approved. However, if SSA fails to withhold an approved fee, then I agree to immediately pay my attorney 25% of all past-due benefits I receive to be placed in an escrow account pending final determination of the fee amount.

If SSA favorably decides my claim(s) at (1) the Appeals Council level of appeal, (2) the ALJ level of appeal after a remand by the Appeals Council or a federal court, or (3) if a federal court favorably decides my case, the Firm will request a fee through the fee petition process and, if the fee petition is approved by the ALJ, I will pay the Firm a fee equal to **one-quarter (25%) of my past-due benefits, without the \$6,000 cap**.

Moreover, the Firm agrees to aggressively pursue a favorable determination in my claim(s). This may include obtaining medical records on my behalf. The Firm agrees to incur the expenses of any medical records obtained on my behalf, with the following exception: some medical providers provide patients with online access (i.e., patient portals) to their medical records. I agree to provide the Firm with any user names, passwords, or other information necessary to obtain such electronic records. **If I refuse to do so, I agree to reimburse the Firm for the cost of obtaining these records.**

I understand that the Firm may withdraw from this representation at any time that it determines that it is not appropriate to proceed with my disability claim(s). I further understand that, in such an instance, I may still be able to proceed with the claim on my own or obtain another representative.

In addition, H. David Hicks may wish to pursue additional development in my claim(s). This includes, but is not limited to, obtaining statements from my treating physicians or sending me for an independent medical evaluation. The costs for this development, if any, will be advanced. I must provide reimbursement for them only if I win my case and only after I have received my check for past-due benefits.

The past-due benefits out of which the attorney fee will come include all past-due benefits going to me and my family under regular Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI).

H. David Hicks

H. David Hicks, Esq.
P.O. Box 277
Stanville, KY 41659

Co-Counsel:

Date: _____

NAME:
SSN: