

# COOKE & COMPANY, INC.

## Social Security Disability Representation

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### FEE AGREEMENT FOR EMPLOYMENT FOR REPRESENTATION IN SOCIAL SECURITY CLAIMS

**REPRESENTATIVE'S FEE:** I hereby employ Cooke & Company, Inc. to represent me before the Social Security Administration in my Retirement, Survivors and Disability Insurance (RSDI, Title II) case; Supplemental Security Income (SSI, Title XVI) case; or both. **If I win, I agree that my representative's fee will be twenty-five percent (25%) of all past-due RSDI and SSI benefits arising from the case awarded to me and my family, or the Maximum Cap the Commissioner of Social Security sets, whichever is less. The Maximum Cap is currently \$6,000.00 and may occasionally be increased by the Commissioner, but the representation fee will not exceed the Maximum Cap.** I understand the representative's fee depends upon winning my case. If I do not win benefits, my representative gets no fee.

**PAYMENT OF REPRESENTATIVE'S FEE:** I understand that the Social Security Administration will withhold and direct-pay my representative his fee from any past-due benefits that I receive. I understand that if for whatever reason the Administration fails to withhold and pay my representative's fee, then I am responsible for paying my representative's fee as soon as I receive my lump sum check(s) for past-due benefits. I will then pay my representative twenty-five percent (25%) of my past-due benefits, or the Maximum Cap, whichever is less.

**CASE EXPENSES:** In addition to the representative's fee, I agree to repay my representative for any reasonable expenses that he has paid in my case. These expenses may include long distance telephone calls, medical records and reports fees, photocopying, certified mail, travel expenses and the like. I will get a bill for these expenses that demonstrates how and when my representative incurred these expenses. In a case in which I am awarded benefits, I agree to pay my representative back for these expenses as soon as I get my lump sum check(s) for past-due benefits. If I do not win benefits, then my representative will not charge me for these expenses.

**FAILURE TO PAY:** I understand that failure to pay my representative as indicated above may result in both civil and criminal charges against me. If it becomes necessary for Cooke & Company, Inc. to take any action to collect these agreed upon representative's fees and/or case expenses, I further agree that I will pay all costs of collection including collection agency fees, attorney's fees, court costs and any damages so awarded. I further understand that garnishment, seizure of assets, and personal liens may be awarded against me until all said debts, associated fees and damages have been fully collected.

**I UNDERSTAND THAT I HAVE NOT BEEN PROMISED THAT I WILL WIN:** My representative has promised me that Cooke & Company, Inc. will undertake my case in good faith and do their best to represent me. They did not promise that I would win.

I hereby accept and approve this agreement:

\_\_\_\_\_

Date

\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Claimant's Social Security Number