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**Sent:** Thursday, December 14, 2017 4:14 PM

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**Subject:** Standardized Fee Agreement

I have concerns about the Social Security Administration's proposed "Standard Fee Agreement."

I think this form has been drafted to make it easy for Social Security employees to understand. However, the more important issue is how easy is it for members of the public, especially claimants, to understand and use. On this score, I think the form is problematic. Here are some specific problems I see.

1. You use terms such as "auxiliary beneficiary", "mutually exclusive", "escrow account", "third-party payments", "past-due (retroactive) benefits" that would confuse not just the poorly educated claimant but the average claimant. You need to simplify. I don't think this meets the requirements of the Plain Writing Act of 2010.
2. The whole thing is in a small font. It's not easy for me to read and I have normal vision. How will a claimant with even a modest vision problem be able to read it?
3. How many claimants can understand the term "two-tiered fee agreement"? For that matter, how many Social Security employees understand that term? Can't you simplify this for claimants?
4. Why are there so many blocks to check? Isn't this just asking for problems? You should be trying to simplify.
5. Do you really need to talk about escrow accounts? Isn't this just an unnecessary complication? If you have to talk about it at all, can't you just relegate it to the back of the page?
6. In general, can't you relegate the whole first two pages of instructions to the backs of pages? You're overwhelming claimants with information they can't process.
7. Did you notice that you asked for the Appointed Representative's ID four times and the claimant's SSN three times on the same form? Wouldn't you agree that that is poor drafting that unnecessarily complicates things for the people having to fill out the form?
8. If you ask for the representative's ID number, why are you also asking for the representative's address? You already have that on file. You're not going to re-enter that information in your database off this form.
9. If you ask for the claimant's SSN, why do you also ask for the claimant's address? You already have that on file. You're not going to re-enter that information in your database off this form.
10. The two-tier agreement language is not completely accurate. The only alternative method of obtaining approval of a fee you mention is a fee petition. However, the attorney can also obtain a fee via a motion for approval of a fee under 42 U.S.C. §406(b) filed with a federal court (which isn't a fee petition) or via a motion for approval of a fee under the Equal Access to Justice Act (which also isn't a fee petition).
11. The form doesn't make it clear that past-due benefits also includes benefits going to family members on the same account. Claimants often complain about withholding on their children. That needs to be made clear to them upfront.
12. The form makes no specific reference to SSI. In fact, it only talks about fees approved under section 206 of the Social Security Act.
13. You mention out of pocket expenses only in the instructions. I and other attorneys like to make sure that claimants understand this point so we don't have complaints later. This needs more prominent placement.

It's easy for Social Security to force a poorly designed form on the public. You won't have to deal with the problems it causes. It's the attorneys and the claimants who will be faced with the problems. Have a little concern for us, please.

For what it's worth, below is the fee agreement I'm using in my office. I've worked hard over many years to make this as simple and as easy to understand as possible while also keeping it accurate and complete and making sure it emphasizes the things that are important to claimants. There's no requirement that you use stilted bureaucratic language. In fact, there is a statutory requirement that you use "plain writing."

## FEE CONTRACT

Client Name: \_\_\_\_\_

Client SSN: \_\_\_\_\_

Charles T. Hall Law Firm, P.C. will be my lawyers for my Social Security case.

If I do **NOT** get money from Social Security, there will be **NO** fee.

If I **DO** get money from Social Security, the fee will normally be **ONE-QUARTER (25%) OF THE BACK MONEY I GET, BUT NO MORE THAN \$6,000** unless this \$6,000 cap is increased **by** Social Security. Back money includes all money going to me and my family under regular Social Security and SSI.

I will pay my attorneys back for the costs of getting medical records and for copying my file if I win,

This contract covers only representation before the Social Security Administration. If I want to appeal my case to Federal Court, my lawyers and I will have to make a further contract concerning lawyer fees.

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