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FAQ - Frequently Asked Questions

I know you have a lot of questions. I will be happy to answer them at your consultation. Here are the most commonly asked questions about Social Security cases:

I don't have a lot of money. Can I win?

I want to meet with you because I believe in *your* case. If I can take your case, I will do my best to help you.

How much does a case cost?

In most Social Security cases with back benefits, my office works on a contingency basis: if we win the case, you pay 25% of your back benefits plus expenses (what it cost to develop your case); if you do not win, you only pay the expenses.

How long will the case take?

Most cases take 18 to 24 months from filing an application to the hearing decision.

Why does it take so long?

There is a very large backlog of cases at Social Security.



Fee Agreement Overview

*I realize that figuring out the fee agreement can be the hardest part of hiring an attorney.
I hope this overview helps clear up any “legalese” and answers your questions.*

FEES AND EXPENSES:

- ❖ Fees are the value of the attorney’s specialized knowledge, skill, and time spent on the case.
- ❖ Expenses are what it costs to work on your case and obtain evidence.

If you win your case, you pay both fees and expenses.

If you do not win, or if there are no past benefits, you do not pay any fees, *however, you still pay the expenses – the cost to develop your case.*

FEES:

Attorneys fees are 25% of your *total* back benefits paid to you or your family up to fee cap of \$6,000. Social Security approves any fees charged you.

EXAMPLE:

- (1) If your back benefits are \$10,000, the fees would be \$2,500 (25% of \$10,000).
- (2) If your back benefits are \$10,000 and your child receives \$5,000 in back benefits because of your disability, your fees would be \$2,500 (25% of \$10,000) *plus* \$1,250 (25% of \$5,000) for the benefits your child received. The total attorneys fees would be \$3,750.

- (3) If your back benefits are \$30,000, 25% of \$30,000 is \$7,500; however, because of the \$6,000 fee cap, the fees are would be limited to \$6,000.

EXPENSES:

Expenses are the costs to build your case. Usually, medical records are the largest expense. You can help keep expenses down by obtaining your own records and other documents. Your healthcare provider may even give you your records for free or at a reduced price.

If you prefer, our office can get your records for you. However, a deposit is required if the office requests your records. Note: the deposit is **OPTIONAL** and **NO DEPOSIT IS REQUIRED** if you will be getting your own records.

Your doctor or healthcare provider may also charge to complete forms telling us what you can and cannot do. We try to keep cost down by limiting what your doctor can charge without your approval.

You can see a sample fee agreement on the next page.

Sample Fee Agreement

After receiving and reviewing a copy of the CRCP Rule 23.3 Disclosure Statement on Contingent Fee Agreements, I hereby employ **The Stasiuk Firm PC** to provide representation before the Social Security Administration on this Retirement, Survivors and Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) case, through the Administrative Law Judge hearing level.

FEES: I understand I am entering into a contingent fee agreement. No attorney fees will be charged if the case does not result in a favorable decision. However, I agree to pay the expenses (described below) whether I win or lose.

IF THE CASE RESULTS IN A FAVORABLE DECISION, I AGREE THAT THE ATTORNEY FEES SHALL BE THE LESSOR OF

- (A) **25%** of the past due benefits owed me and my family **OR**
- (B) The maximum amount set by the Commissioner of the Social Security Administration pursuant to 42 USC §§ 406(a) and 1383(d), currently **\$6,000**.

If I terminate the representation or the attorney justifiably withdraws before the contingency occurs, to avoid being unjustly enriched I agree to pay 1) the attorney's expenses, and 2) the attorney's fees as approved by the Social Security Administration based on a fee petition.

EXPENSES: I understand I must pay the expenses on my case whether I win or lose. Expenses for obtaining medical records and documentation may be between \$250-\$450. I understand that each case is different and the attorney cannot guarantee what the expenses will be. I understand the costs of private examinations, questionnaires, and/or narrative reports, are not typical expenses and may result in additional expenses.

HOW TO HANDLE THE EXPENSES IN MY CASE (select either A or B below):

A) I am providing \$250 / \$350 / \$450 as a deposit toward expenses in the case. The deposit will be held in trust in a COLTAF (Colorado Lawyer Trust Account Foundation) account. I understand that any interest earned is automatically paid to the foundation to improve awareness and access to the legal system. I will receive an itemized statement of the expenses at the end of the case.

B) I am not providing a deposit toward expenses. I understand I am responsible for obtaining records and paying related costs. I also understand I may also have to pay for the cost of questionnaires from my doctor or healthcare provider (typically \$25 to \$50 per form).

ELECTRONIC COMMUNICATION & DIGITAL STORAGE: I agree to maintain my email account and check my email on a regular basis (at least once a week). I understand the Stasiuk Firm may communicate with me about my case by email, including providing PDF versions of documents. The Stasiuk Firm is a "paperless" office and does not maintain paper copies of digitized records. To provide redundant storage of client data, the Stasiuk Firm uses multiple methods including cloud storage operated by third parties. I understand and accept the risks of electronic storage and communication including the possibility of interception and inadvertent disclosure of information.

FILE RETENTION: At the close of the case, I will receive a digital copy of the file (CD/DVD). I understand that the Stasiuk Firm will destroy their copy of the file 10 years after termination of representation with no further notice to me.

I have not been promised I will win. I have been promised the attorney will do his best to help me.

I understand and accept these terms.

DISCLOSURE STATEMENT ON CONTINGENCY FEE AGREEMENTS

I have been informed and understand that there are several types of attorney fee agreements: 1) Time Based; 2) Fixed; or 3) Contingent.

1) **Time based** means a fee is determined by the amount

of time involved. The attorney would charge by the hour, day, or week.

2) **Fixed** means a fee based on an agreed amount regardless of the time or effort involved or the result obtained.

3) **Contingent** means an agreed percentage or amount that is payable only upon attaining a recovery, regardless of the time or effort involved. I understand that not all attorneys offer all of these different types of fee arrangements, and I acknowledge that I have the right to contact other attorneys to determine if they may provide such other fee arrangements for my case or matter. After such consideration or consultation, I have elected the fee arrangement set forth in the accompanying contingent fee agreement.

SPECIALLY AWARDED FEES:

I am informed and understand that the court or an arbiter may sometimes award attorneys fees in addition to the amount of recovery being claimed. I understand that any such specially awarded attorneys fees will become part of the gross recovery on my behalf.

EXPENSES:

Colorado Rules of Civil Procedure require notification that a client is responsible for costs and expenses (aside from attorneys fees) incurred by attorneys under a contingency fee agreement. The costs which can reasonably be anticipated include fees payable to the court, costs of service of process, expert witness fees, fees for investigators, court reporters and duplication fees for depositions, expenses involved in preparing exhibits and duplicating documents, costs of obtaining medical reports and records, long distance telephone charges, if any, and travel expenses, if necessary. I understand that an attorney is required to provide me with an estimate of such expenses before I enter into an attorney fee agreement and that my attorney fee agreement should include a provision on how and when such expenses will be paid. I understand that the fee agreement should tell me whether a fee payable from the proceeds of the amount collected on my behalf will be based on the net or gross recovery. Gross recovery means the total amount of the recovery before any deductions. Net recovery means the total amount of the client's recovery after any deductions or expenses.

POTENTIAL COSTS AND ATTORNEYS FEES BEING AWARDED TO OPPOSING PARTY:

I have been advised and understand that a court or arbiter may, under some circumstances, award costs and attorneys fees to the opposing party. I understand that should that happen in this case, I would be responsible to pay such costs and attorneys fees awarded by the court. I may direct in writing that such costs and/or fees be paid out of my net recovery.

ASSOCIATED COUNSEL:

I have been informed and understand that an attorney may sometimes hire another attorney, called associated counsel to assist in the handling of a particular aspect of this case. Charges for any associated counsel will be deducted from the legal fees of the attorney

SUBROGATION:

I have been informed and understand that other persons or entities may have a subrogation right in what I recover in pursuing my claim. "Subrogation" means the right to be paid back. I understand that the subrogation right may arise in various ways such as when an insurer or state agency pays money to or on behalf of a claiming party like me in situations such as Medicare, Medicaid, workers' compensation medical/health insurance, no fault insurance, uninsured/underinsured motorist insurance, and property insurance situations. I understand that sometimes a hospital, physician or attorney will assert a "lien" (a priority right) on a claim such as the one I am pursuing. Subrogation rights and liens need to be considered and provided for in the fee agreement I reach with me attorney. The fee agreement should tell me whether the subrogation right or lien is being paid by my attorney

out of the proceeds of the recovery made on my behalf and whether the fee I am obliged to pay my attorney will be based on the recovery before or after payment of the subrogation right or lien.

ALTERNATIVE ATTORNEY COMPENSATION:

I have been informed and understand that if, after entering into a fee agreement with my attorney, I terminate the employment of my attorney or my attorney justifiably withdraws, I may nevertheless be obligated to pay my attorney for the work done by my attorney on my behalf. The fee agreement should contain a provision stating how such an alternative compensation, if any, will be handled.

*Pursuant to
Colorado
Rules of Civil
Procedure,
Rule 23.3*