

[LETTERHEAD]

CASE ACCEPTANCE LETTER & FEE CONTRACT

NAME: _____ PHONE: _____ LAST FOUR: _____ DOB: _____

Welcome to Rocket Benefits™. We're here to make sure your military service and sacrifice are fully recognized and completely rewarded! As an agency that is VA Accredited, we are pleased to inform you that we've decided to officially take on your case as our client. We are VA disability claims specialists dedicated to providing you with the best support and assistance.

Please review the Fee Agreement and our Standard of Conduct. This contract is legal and binding. Our fee is contingent, meaning you don't pay the contingency fee unless you win the successful outcome of your case. The contingency fee is calculated as a percentage of the retroactive payments awarded to you, known as **"backpay."** **Our contingency fee is 20% of backpay.** Other administrative charges may be applicable.

Our office hours are Monday through Friday, 9am to 5pm Eastern Standard Time. We are closed for all federal, state, and national holidays. If you have access to any treatment records that are relevant to your claims, such as records from doctors, hospitals, laboratories, medical facilities, mental health clinics, x-rays, physical therapy reports, surgical reports, and others, please send records to us electronically in PDF format only.

Rocket Benefits™ gives you the best professional representation and top claims management. We're committed to providing the highest level of personal service and professional assistance to our veterans.

Welcome aboard.

Sincerely,

ROCKET BENEFITS™



Jeff Baughman, Claims Director

VA Accreditation #56283

POA Code: JNB

ROCKET BENEFITS™
CLIENT CONTINGENCY FEE AGREEMENT

THIS AGREEMENT is entered into by and between the undersigned Veteran (herein referred to as the “Client”) and JEFFRY E. BAUGHMAN, VA Accreditation #56283, POA Code JNB, **ROCKET BENEFITS, LLC** (herein referred to as the “Service Provider”).

WHEREAS, the Service Provider specializes in providing veterans advocacy services, including but not limited to the comprehensive evaluation of military and Veterans Affairs (VA) medical histories to identify potential additional compensations and benefits, and the accredited handling of appeals for denied benefits eligible for compensation.

AND WHEREAS, the Client desires to engage the Service Provider to represent them before the Department of Veteran Affairs and the Veterans Benefits Administration (VBA) regarding their veteran disability claims and appeals, recognizing the expertise and experience of the Service Provider.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Service Provision and Contingency Fee:

- a. The Service Provider agrees to diligently and exhaustively perform all necessary actions to enforce and protect the rights of the Client’s disability claim. The Service Provider, equipped with official VA accreditation and backed by expert understanding of the intricate legal framework and VA procedures, may exercise professional discretion as to the most effective method for seeking relief and securing the maximum entitled compensation for the Client.
- b. Upon successful adjudication of each decision resulting in a “backpay”, **the Client acknowledges their obligation to pay the Service Provider a Contingency Fee of 20% of the Client’s total backpay** for the successful recovery of Client’s backpay and the significant services rendered throughout the complex VA claims process. The Contingency Fee is to be paid by the VA directly to the Service Provider from any past due benefits awarded on the basis of the Client’s claim. However, Client remains liable of the amount of the Contingency Fee of 20% of any past due benefits awarded based on the Client’s claim until and unless the fee is paid to the Service Provider by the VA, and Client agrees to pay such Contingency Fee directly to the Service Provider in the event the VA fails to do so.
- c. Records evaluations, consulting, and administrative services charges are billed at a rate of \$125 per hour. However, services charges shall be waived in the event the Department of Veteran Affairs (VA) awards the Client backpay. In such event that the VA awards the Client backpay, then only the Service Provider’s 20% Contingency Fee is due payable. Otherwise, if no backpay is awarded by the VA, the Client shall only be billed for the records evaluations, consulting, and administrative services charges.

Termination and Quantum Meruit Fees:

- a. In the unlikely event that the Client decides to terminate the Service Provider’s services before the successful adjudication of their claim, the Service Provider reserves the right to collect fees for the time, expertise, and resources spent on the Client’s case prior to termination. This collection of fees

shall be based on the quantum meruit principle, ensuring fair and proportionate reimbursement for the Service Providers invaluable contributions to the advancement of the Client's claim.

- b. The Client hereby acknowledges and accepts responsibility for all fee requests and costs associated with collecting a quantum meruit payment, recognizing that the Service Provider's time, expertise, and resources are valuable assets that warrant equitable compensation.

Agreement Confirmation:

By initialing here _____, the Client certifies that they have read, understood, and wholeheartedly agree to the terms of this Agreement, recognizing the mutual commitments and benefits it entails.

The Client acknowledges the importance of their active engagement, trust, cooperation and good faith to achieve a successful outcome in their disability claim. The Service Provider, committed to open and transparent communication, encourages the Client to reach out without hesitation to discuss any concerns, questions, or clarifications related to the Agreement.

This Agreement revokes all previous appointments of representation with any other representative, including, but not limited to, other attorneys, agents, or veteran service organizations. Client understands that a copy of this Agreement will be filed with the appropriate officials at the U.S. Department of Veterans Affairs.

IN WITNESS WHEREOF, the Client and the Service Provider have executed this Agreement on the date set forth below.

CLIENT: _____ **Date:** _____ **SSN:** _____

Signature: _____

SERVICE PROVIDER:

ROCKET BENEFITS™



Jeff Baughman, Claims Director

VA Accreditation #56283

VA POA Code: JNB

DISCLAIMER & STANDARDS OF CONDUCT

_____ **Claim Processing Time:** The VA claim process times can differ for everyone. The time it takes to complete your claim depends on various factors, including the type and complexity of the claim, the number of injuries or disabilities claimed, and the VA's timeline for collecting and processing the necessary evidence. Please maintain patience and understanding.

_____ **Disability Rating:** We work relentlessly to get all our veterans a disability rating of 100%, but it is important to note that we cannot guarantee a specific rating for your disability. The rating is determined based on the severity of your service-connected condition and the number of such conditions you have. Please understand that calculating disability percentages does not follow traditional mathematical formulas; the VA utilizes a benefits rate table to determine the rating.

_____ **Independent Actions and Communications with the VA:** To ensure your disability claim progresses smoothly with clear, effective communication and accurate up-to-date information, we highly recommend you talking to us at Rocket Benefits™ before you engage directly with the VA. This helps avoid miscommunication. It is crucial to keep in mind that any information you communicate to the VA can have an impact on your claim. We cannot assume responsibility for any independent claims, actions, or direct communication you have with the VA.

_____ **Previously Denied Claims:** If your claim has been previously denied, it is crucial to initiate a supplemental appeal. This process entails completing a form 0995 supplemental as part of the VA AMA (Appeals Modernization Act) appeal process, requesting the VA to reopen your claim. However, it is important to note that if you received a denial more than a year ago, that decision is now permanent. If you were denied benefits prior to 2022, you have to start the process anew.

_____ **Respect & Professionalism:** We have a strict policy against abuse, verbal or written, towards our staff. That goes against our principles of mutual respect and professionalism. We understand and respect your exasperation during this process with the VA. Remember, we are your ally and not your enemy. Please direct your dissatisfactions or concerns appropriately.

_____ **Termination of Services:** We value your right to cancel our representation, and we want to ensure you have a clear understanding of the process. As disabled veterans ourselves, we understand and empathize with your experiences. We will do our best to address all your concerns and provide assistance. If after discussing your concerns you still feel the need to cancel our representation, you can do so by providing written notice.

_____ **Termination of Services Provision:** It is important to note that canceling our representation or being terminated does not release you from any pending fees for work completed prior to the termination. The contract remains legally binding, and we may take necessary legal actions to collect any outstanding fees, which will be at the veteran's expense.