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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JAMES WILLIAM MYERS,	)	NO. CV 15-2534-E
	)	
Plaintiff,	)	
	)	
v.	)	ORDER RE: "COUNSEL'S MOTION
	)	
CAROLYN W. COLVIN, Acting	)	FOR ATTORNEY FEES PURSUANT TO
Commissioner of Social Security,	)	
	)	42 U.S.C. § 406(b)"
Defendant.	)	
	)	

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On September 12, 2016, counsel for Plaintiff filed "Counsel's Motion for Attorney Fees Pursuant to 42 U.S.C. § 406(b)." On October 7, 2016, Defendant filed a response. Counsel for Plaintiff seeks attorneys fees in the amount of \$13,187.00.

**BACKGROUND**

The Court previously remanded this matter to the Commissioner for further administrative action. The Commissioner subsequently awarded benefits to Plaintiff totaling \$52,748.80. Plaintiff's counsel represented Plaintiff under a contingent fee agreement providing for

1 fees in the amount of 25 percent of past-due benefits.

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3 **APPLICABLE LAW**

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5 Section 406(b) (1) of Title 42 provides:

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7 Whenever a court renders a judgment favorable to a claimant  
8 . . . who was represented before the court by an attorney,  
9 the court may determine and allow as part of its judgment a  
10 reasonable fee for such representation, not in excess of  
11 25 percent of the total of the past-due benefits to which  
12 the claimant is entitled . . . In case of any such judgment,  
13 no other fee may be payable . . . for such representation  
14 except as provided in this paragraph. 42 U.S.C. §  
15 406(b) (1) (A) .

16  
17 According to the United States Supreme Court, section 406(b)  
18  
19 does not displace contingent-fee agreements as the primary  
20 means by which fees are set for successfully representing  
21 Social Security benefits claimants in court. Rather,  
22 § 406(b) calls for court review of such arrangements as an  
23 independent check, to assure that they yield reasonable  
24 results in particular cases. Congress has provided one  
25 boundary line: Agreements are unenforceable to the extent  
26 that they provide for fees exceeding 25 percent of the past-  
27 due benefits. Within this 25 percent boundary . . . the  
28 attorney for the successful claimant must show that the fee

1 sought is reasonable for the services rendered. Gisbrecht  
2 v. Barnhart, 535 U.S. 789, 807 (2002) (citations omitted)  
3 ("Gisbrecht").  
4

5 The hours spent by counsel representing the claimant and  
6 counsel's "normal hourly billing charge for noncontingent-fee cases"  
7 may aid "the court's assessment of the reasonableness of the fee  
8 yielded by the fee agreement." Id. at 808. The Court appropriately  
9 may reduce counsel's recovery

10  
11 based on the character of the representation and the results  
12 the representative achieved. If the attorney is responsible  
13 for delay, for example, a reduction is in order so that the  
14 attorney will not profit from the accumulation of benefits  
15 during the pendency of the case in court. If the benefits  
16 are large in comparison to the amount of time counsel spent  
17 on the case, a downward adjustment is similarly in order.

18  
19 Id. (citations omitted).  
20

## 21 **DISCUSSION**

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23 The fee sought does not exceed the agreed-upon 25 percent of  
24 past-due benefits. Neither "the character of the representation" nor  
25 "the results the representative achieved" suggest the unreasonableness  
26 of the fee sought. Plaintiff's counsel was not responsible for any  
27 significant delay in securing Plaintiff's benefits. Because the  
28 present case is legally indistinguishable from Crawford v. Astrue,

