

**UNITED STATES DISTRICT COURT**

EASTERN DISTRICT OF CALIFORNIA

APRIL D. REYES,

CASE NO. 1:09-cv-00088-SMS

Plaintiff,

v.

ORDER GRANTING MOTION FOR  
ATTORNEYS' FEES UNDER  
42 U.S.C. § 406(b)MICHAEL J. ASTRUE,  
Commissioner of Social Security,

Defendant.

(Doc. 27)

Plaintiff Linda Taylor moves the Court to grant attorneys' fees of \$9155.75 under 42 U.S.C. § 406(b). Defendant Commissioner has filed a statement of non-opposition to Plaintiff's request. Having reviewed the motion and its supporting documentation, as well as the case file, this Court awards the requested attorneys' fees.

**I. Legal and Factual Background**

On December 8, 2008, Plaintiff and the Law Offices of Lawrence D. Rohlfing, entered a contingent fee agreement, providing payment to attorneys of twenty-five per cent of Plaintiff's past due benefits in the event the case was won. On January 8, 2009, Plaintiff filed a complaint in this Court appealing Defendant's denial of her application for disability insurance benefits. On July 2, 2010, this Court entered judgment in favor of Defendant.

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1 Twenty-five per cent of Plaintiff's past due benefit total of \$36,623.00 equals \$9155.75.  
2 Plaintiff was not previously awarded any attorneys' fees under the Equal Access to Justice Act  
3 (EAJA).

4 **II. Discussion**

5 Whenever a court renders judgment favorable to a claimant under this subchapter  
6 who was represented before the court by an attorney, the court may determine and  
7 allow as part of its judgment a reasonable fee for such representation, not in  
8 excess of 25 percent of the total of the past-due benefits to which the claimant is  
9 entitled by reason of such judgment . . . .

10 42 U.S.C. § 406(b)(1)(A).

11 The Court must review contingent-fee arrangements "as an independent check, to assure  
12 that they yield reasonable results in particular cases." *Gisbrecht v. Barnhart*, 535 U.S. 789, 807  
13 (2002). Section 406(b) "instructs courts to review for reasonableness" fees yielded under  
14 contingent fee agreements, taking into account both the character of the representation and the  
15 results achieved. *Gisbrecht*, 535 U.S. at 808. Congress has provided a single guideline:  
16 Contingency agreements are unenforceable to the extent that they provide for fees in excess of  
17 twenty-five per cent of past-due benefits. *Id.* at 807. Within the twenty-five percent corridor, the  
18 attorney for a successful claimant must demonstrate that the fee is reasonable for the services that  
19 he or she provided. *Id.*

20 "[D]istrict courts generally have been deferential to the terms of contingency fee contracts  
21 in § 406 (b) cases." *Hearn v. Barnhart*, 262 F.Supp.2d 1033, 1037 (N.D.Cal. 2003). Attorneys  
22 who agree to represent claimants pursuant to a contingent fee agreement assume the risk of  
23 receiving no compensation for their time and effort if the action does not succeed. *Id.* Here, the  
24 Law Offices of Lawrence D. Rohlring accepted substantial risk of loss in representing Plaintiff,  
25 whose application had already been denied at the administrative level. Plaintiff agreed to the  
26 contingent fee. Working efficiently and effectively, the Law Offices of Lawrence D. Rohlring  
27 appealed the determinations of the Commissioner and ultimately, secured a reversal and remand,  
28 yielding the award of substantial benefits to Plaintiff.

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1 **III. Conclusion and Order**

2 Accordingly, this Court hereby GRANTS Plaintiff's petition for attorneys' fees of  
3 \$9155.75.

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5 IT IS SO ORDERED.

6 **Dated: May 11, 2011**

**/s/ Sandra M. Snyder**  
UNITED STATES MAGISTRATE JUDGE