



1 **I. Relevant Background**

2 The Law Offices of Lawrence D. Rohlring entered into a written contingent fee agreement with  
3 Plaintiff dated May 16, 2017, which provided that “[i]n consideration of the services to be performed by  
4 the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds . . . the  
5 fee for successful prosecution of this matter is . . . 25% of the past due benefits awarded upon reversal of  
6 any unfavorable ALJ decision for work before the Social Security Administration.” (Doc. Nos. 17-1, 20-  
7 1.)

8 On June 11, 2017, Plaintiff filed this action seeking judicial review of the Commissioner’s denial  
9 of benefits. (Doc. No. 1). The parties stipulated to a voluntary remand of the case for further  
10 administrative proceedings pursuant to sentence four of 42 U.S.C. § 405(g), which the Court approved  
11 on January 10, 2018. (Doc. No. 13.) On January 19, 2018, the Court approved the parties’ stipulation to  
12 award Plaintiff \$1,650.00 in attorneys’ fees pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412  
13 (the “EAJA”). (Doc. No. 16.) On remand, the Commissioner granted Plaintiff’s application for benefits  
14 and, on Mach 13, 2019, issued a notice indicating that Plaintiff was entitled to receive approximately  
15 \$75,386.50 in retroactive benefits. (Doc. No. 20 at 3, 9.)

16 In the present Motion, Plaintiff’s counsel asks the Court to direct the Commissioner to certify the  
17 fee of \$12,846.63 for legal fees incurred in this Court. Plaintiff’s counsel contends this fee is reasonable  
18 in light of the services rendered and results achieved, as counsel prepared and participated in obtaining a  
19 favorable result and the manner and approach to the case saved time and reduced the accumulation of  
20 past-due benefits. (Doc. No. 20 at 4-5.) The fee counsel seeks is 17.1 percent of the past-due benefits  
21 payable to Plaintiff. (*Id.* at 5.) The Commissioner filed a notice of non-opposition to the motion  
22 requesting that any fee award include an instruction to counsel to compensate Plaintiff in the amount of  
23 EAJA fees already received. (Doc. Nos. 19, 22.)

24 **II. Legal Standard**

25 An attorney may seek an award of fees for representation of a Social Security claimant who is  
26 awarded benefits:

27 Whenever a court renders a judgment favorable to a claimant . . . who was represented  
28 before the court by an attorney, the court may determine and allow as part of its judgment

1 a reasonable fee for such representation, not in excess of 25 percent of the total of the  
2 past-due benefits to which the claimant is entitled by reason of such judgment. . . .  
3 42 U.S.C. § 406(b)(1)(A); *see also* *Gisbrecht v. Barnhart*, 535 U.S. 789, 794 (2002) (Section 406(b)  
4 controls fees awarded for representation of Social Security claimants). A contingency fee agreement is  
5 unenforceable if it provides for fees exceeding twenty-five percent of past-due benefits. *Gisbrecht*,  
6 *supra*, 535 U.S. at 807.

### 7 **III. Discussion and Analysis**

8 District courts “have been deferential to the terms of contingency fee contracts § 406(b) cases.”  
9 *Hern v. Barnhart*, 262 F.Supp.2d 1033, 1037 (N.D. Cal. 2003). However, the Court must review  
10 contingent-fee arrangements “as an independent check, to assure that they yield reasonable results in  
11 particular cases.” *Gisbrecht*, 535 U.S. at 807. In doing so, the Court should consider “the character of  
12 the representation and the results the representative achieved.” *Id.* at 808. In addition, the Court should  
13 consider whether the attorney performed in a substandard manner or engaged in dilatory conduct or  
14 excessive delays, and whether the fees are “excessively large in relation to the benefits received.”  
15 *Crawford v. Astrue*, 586 F.3d 1142, 1149 (9th Cir. 2009) (en banc).

16 In this case, after carefully considering the fee agreement and the applicable law, the Court finds  
17 Plaintiff’s counsel’s requested fees to be reasonable. In support of his motion for attorneys’ fees under  
18 42 U.S.C. § 406(b), Plaintiff’s counsel attached the contingent fee agreement which provided for a  
19 contingent fee of twenty-five percent of any awarded retroactive benefits. (Doc. Nos. 17-1, 20-1.)  
20 Plaintiff’s counsel accordingly accepted the risk of loss in the representation. Plaintiff’s counsel  
21 additionally expended a total of 6.7 hours of attorney time and 3.2 hours of paralegal time while  
22 representing Plaintiff before the District Court. (Doc. Nos. 17-4, 20-4.) As a result of counsel’s work,  
23 the matter was remanded for further proceedings before an Administrative Law Judge, who issued a  
24 fully favorable decision and awarded Plaintiff benefits.

25 Plaintiff’s counsel provided a copy of the notice of award and the motion for attorney’s fees to  
26 Plaintiff. (Doc. Nos. 17, 20.) Although served with the motion, Plaintiff did not challenge the requested  
27 fees which attests to their reasonableness. Likewise, the Commissioner, in its advisory capacity, declined  
28 to dispute the propriety of the amount of the fees requested by Plaintiff’s counsel. (Doc. Nos. 19, 22.)

