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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CHARLES KEEL,

Plaintiff,

v.

COMMISSIONER OF SOCIAL
SECURITY,

Defendant.

Case No. 1:17-cv-01522-JDP (SS)

ORDER GRANTING PLAINTIFF’S MOTION
FOR ATTORNEY FEES

ECF No. 25

Plaintiff moves for the award of attorney fees in the amount of \$19,468.50 to plaintiff’s attorney Young Yim under 42 U.S.C. 406(b). ECF No. 25. Plaintiff and his attorney entered into a written contingent fee agreement that provided for a fee in the amount of 25 percent of past-due benefits. ECF No. 27-1 at 2. Plaintiff’s attorney is requesting 25 percent of total past-due benefits, which amounts to \$19,468.50.¹

An attorney may seek an award of fees for representation of a Social Security claimant who is awarded benefits upon a favorable judgment for claimant. 42 U.S.C. § 406(b)(1)(A). A contingency fee agreement is unenforceable if it provides for fees exceeding 25 percent of past-due benefits. *Gisbrecht v. Barnhart*, 535 U.S. 789, 807 (2002). The court must review

¹ The court previously awarded plaintiff’s attorney a fee of \$7,499.52 under the Equal Access to Justice Act, which will be remitted to plaintiff. ECF No. 23.

1 contingent-fee arrangements “as an independent check, to assure that they yield reasonable results
2 in particular cases.” *Id.* at 807. In doing so, the court should consider “the character of the
3 representation and the results the representative achieved.” *Id.* at 808. In addition, the court
4 should consider whether the attorney performed in a substandard manner or engaged in dilatory
5 conduct or excessive delays, and whether the fees are “excessively large in relation to the benefits
6 received.” *Crawford v. Astrue*, 586 F.3d 1142, 1149 (9th Cir. 2009) (en banc).

7 In this case, after carefully considering the fee agreement and the applicable law, I find
8 that the requested fees are reasonable. In support of the motion, plaintiff’s counsel has attached a
9 written fee agreement that provided for a contingent fee of twenty-five percent of any awarded
10 retroactive benefits. ECF No. 27-1. Plaintiff’s counsel accepted the risk of loss in the
11 representation. Plaintiff’s counsel additionally expended a total of 40.3 hours of attorney time
12 while representing plaintiff before the District Court. ECF No. 27-1 at 5. The requested fee
13 amount is twenty-five percent of past-due benefits. As a result of counsel’s work, the matter was
14 remanded for further proceedings before an Administrative Law Judge, who issued a fully
15 favorable decision and awarded plaintiff benefits. There is no indication that counsel performed
16 in a substandard manner or engaged in severe dilatory conduct to the extent that a reduction in
17 fees is warranted. To the contrary, plaintiff was able to secure a fully favorable decision and
18 remand for further proceedings, including an award of past-due benefits.

19 Accordingly, plaintiff’s motion for attorney fees, ECF No. 25, is granted. The fee in the
20 sum of \$19,468.50 is approved to be paid by defendant to counsel for plaintiff.

21
22 IT IS SO ORDERED.

23 Dated: March 26, 2021

24 
25 JEREMY D. PETERSON
26 UNITED STATES MAGISTRATE JUDGE
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