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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LEROY CROOKS,  
Plaintiff,  
v.  
KILOLO KIJAKAZI, Acting Commissioner  
of Social Security,  
Defendant.

Case No. [20-cv-02001-TSH](#)

**ORDER GRANTING MOTION FOR  
ATTORNEY’S FEES PURSUANT TO  
42 U.S.C. § 406(b)**

Re: Dkt. No. 25

**I. INTRODUCTION**

After Plaintiff Leroy Crooks brought this action for review of the Commissioner of Social Security’s decision to deny benefits, the Court remanded the case and the Commissioner issued a decision in his favor. Crooks’s attorney, Katherine R. Siegfried, now seeks \$15,000 in attorney’s fees under section 206(b) of the Social Security Act, 42 U.S.C. § 406(b). ECF No. 25. The government has not filed a response. For the following reasons, the Court **GRANTS** the motion.

**II. BACKGROUND**

Crooks brought this action for judicial review under the Social Security Act, 42 U.S.C. § 405(g). On January 27, 2021, the Court granted the parties’ stipulation to remand for further proceedings. ECF No. 22. The Court subsequently granted the parties’ stipulation for attorney’s fees under the Equal Access to Justice Act (“EAJA”), 28 U.S.C. § 2412, in the amount of \$2,000.00. ECF No. 24.

On remand, the Commissioner granted Crooks’s application and awarded \$93,233 in retroactive benefits. Siegfried Decl. ¶ 6, ECF No. 25-1; *id.*, Ex. 3 (Notice of Award), ECF No. 25-4. Under a contingent-fee agreement, Crooks agreed to pay counsel up to 25% of any past-due benefits award, which in this case would be \$23,308.25. *Id.* ¶ 4 & Ex. 1, ECF No. 25-2.



1 record of hours spent and a statement of normal hourly billing charges[,] . . . but only *as an aid* in  
2 assessing the reasonableness of the fee.” *Id.* (emphasis in original).

3 Additionally, a § 406(b) fee award is offset by any award of EAJA fees. Thus, if the court  
4 awards fees under both the EAJA and § 406(b), “the claimant’s attorney must refun[d] to the  
5 claimant the amount of the smaller fee.” *Gisbrecht*, 535 U.S. at 796 (citation omitted).

6 **IV. DISCUSSION**

7 The Court finds counsel has met her burden to demonstrate that the requested fees are  
8 reasonable. As noted above, Crooks entered into a contingent fee agreement providing for a 25%  
9 fee, which is consistent with the statutory cap. There is no evidence that Siegfried’s performance  
10 was substandard; to the contrary, counsel’s representation resulted in Crooks receiving \$93,233 in  
11 past-due benefits. *See Matos v. Saul*, 2021 WL 1405467, at \*2 (N.D. Cal. Apr. 14, 2021)  
12 (awarding 25% under contingent fee agreement where plaintiff received \$109,899.60 in benefits  
13 upon remand); *Khlopoff v. Saul*, 2020 WL 7043878, at \*2 (N.D. Cal. Dec. 1, 2020) (awarding  
14 25% under contingent fee agreement where plaintiff received \$73,209.00 in benefits upon  
15 remand).

16 Siegfried states her non-contingency based hourly rate for appellate cases (not related to  
17 Social Security) is currently \$500 per hour. Siegfried Decl. ¶¶ 2. She also states she spent 15.8  
18 hours working on this case, leading to an effective hourly rate of \$949 per hour. *Id.* ¶ 9. While  
19 this is higher than her typical rate, the Court is mindful of the Ninth Circuit’s instruction that  
20 “lawyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating  
21 their fees” because “[t]he payoff is too uncertain.” *Moreno v. City of Sacramento*, 534 F.3d 1106,  
22 1112 (9th Cir. 2008). “As a result, courts should generally defer to the ‘winning lawyer’s  
23 professional judgment as to how much time he was required to spend on the case.” *Costa v.*  
24 *Comm’r of Soc. Sec. Admin.*, 690 F.3d 1132, 1136 (9th Cir. 2012) (quoting *Moreno*, 534 F.3d at  
25 1112); *see also Hearn v. Barnhart*, 262 F. Supp. 2d 1033, 1037 (N.D. Cal. 2003) (“The courts  
26 recognize that basing a reasonableness determination on a simple hourly rate basis is inappropriate  
27 when an attorney is working pursuant to a reasonable contingency contract for which there runs a  
28 substantial risk of loss.”). As such, the requested fee is reasonable because of the substantial risk

