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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**  
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11 RICKY EARL NORRIS,  
12 Plaintiff,  
13 v.  
14 ANDREW M. SAUL, Commissioner of  
15 Social Security Administration,  
16 Defendant.

Case No.: 18-CV-0469 W (KSC)

**ORDER GRANTING MOTION FOR  
ATTORNEY'S FEES UNDER 42  
U.S.C. § 406(b) [DOC. 15]**

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18 Pending before the Court is Plaintiff's counsel, the Law Offices of Lawrence D.  
19 Rohlfing's ("Counsel"), motion for attorney's fees under 42 U.S.C. §406(b). Counsel  
20 requests \$10,000.00 in fees, with a credit to Plaintiff for the EAJA fees previously paid in  
21 the amount of \$777.39. On August 13, 2019, Defendant filed a response taking no  
22 position on the request. (*See Def's Response* [Doc. 16].) Plaintiff was served with the  
23 motion and notified that any response had to be filed within 14 days. (*Mot.* [Doc. 15]  
24 2:1–13.) To date, Plaintiff has not filed a response to Counsel's attorney's fee request.

25 The Court decides the matter on the papers submitted, and without oral argument.  
26 See Civ.L.R. 7.1.d. For the following reasons, the Court **GRANTS** the motion [Doc. 15].  
27

1 **I. DISCUSSION**

2 Section 406(b) provides, in relevant part:

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

7 Id. “In contrast to fees awarded under fee-shifting provisions such as 42 U.S.C. § 1988,  
8 the fee is paid by the claimant out of the past-due benefits awarded; the losing party is not  
9 responsible for payment.” Crawford v. Astrue, 586 F.3d 1142, 1147 (9th Cir.2009) (en  
10 banc) (citing Gisbrecht v. Barnhart, 535 U.S. 789, 802, (2002)). “The goal of fee awards  
11 under section 460(b) is to provide adequate incentive to represent claimants while  
12 ensuring that the usually meager disability benefits received are not greatly depleted.”  
13 Thomas v. Colvin, 2015 WL 1529331, \*1 (E.D. Cal. 2015) (citing Cotter v. Bowen, 879  
14 F.2d 359, 365 (8th Cir.1989), *abrogated on other grounds in* Gisbrecht, 535 U.S. at 807).

15 In evaluating an attorney’s fee request, courts “must respect ‘the primacy of lawful  
16 attorney-client fee arrangements,’ ... ‘looking first to the contingent-fee agreement, then  
17 testing for reasonableness.’” Crawford, 586 F.3d at 1148 (quoting Gilbrecht, 535 U.S. at  
18 793, 808). Factors courts may consider in evaluating the reasonableness of the attorney  
19 fee award are: (1) the character of the representation; (2) the results achieved; (3) whether  
20 the attorney engaged in dilatory conduct; (4) whether the benefits are large in comparison  
21 to the amount of time counsel spent on the case; and (5) the attorney’s record of hours  
22 worked and counsel’s regular hourly billing charge for non-contingent cases. Thomas,  
23 2015 WL 1529331, \*2 (citing Crawford, 586 F.3d at 1148).

24 Here, Counsel was successful in obtaining a favorable result for Plaintiff in this  
25 Court by securing a remand to the Commissioner for further administrative proceedings.  
26 (*Order* [Doc. 10] 1:24–2:2.) On remand, the Commissioner granted Plaintiff’s  
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1 application for benefits, entitling him to receive \$83,082.00 in retroactive benefits.  
2 (*Shapiro Decl.* [Doc. 15-1] ¶¶ 3, 4, citing Ex. 2 and Ex. 3.<sup>1</sup>) Thus, no reduction is  
3 warranted due to a substandard performance, nor is there any basis to reduce fees based  
4 on dilatory conduct, as there is no indication Counsel caused any excessive delay.  
5 Additionally, the Court has reviewed the amount of time spent on this matter, Counsel's  
6 experience, and the *United States Consumer Law Attorney Fee Survey Report 2015–*  
7 *2016.* (See *Shapiro Decl.*, ¶¶ 5–8, Ex. 4 and Ex. 5.) Considering all these factors, the  
8 Court finds the effective hourly rate is consistent with the market and the work on this  
9 matter reasonable.


10 **II. CONCLUSION & ORDER**

11 For the reasons stated above, the Court **GRANTS** the motion for attorney's fees  
12 [Doc. 15] and **ORDERS** as follows:

- 13 1. The Law Offices of Lawrence D. Rohlring is **AWARDED** \$10,000.00 in  
14 attorney's fees.
- 15 2. The Commissioner shall certify the fee of \$10,000 payable to the Law  
16 Offices of Lawrence D. Rohlring.
- 17 3. The Law Offices of Lawrence D. Rohlring shall reimburse Plaintiff Ricky  
18 Earl Norris \$777.39 for the EAJA fees previously paid.

19 **IT IS SO ORDERED.**

20 Dated: August 20, 2019

21   
22 Hon. Thomas J. Whelan  
23 United States District Judge

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27 <sup>1</sup> Brian C. Shapiro's declaration, and all exhibits referenced therein are attached to the Motion.