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8 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
9 AT TACOMA

10 BLAYDEN D. WALL,

11 Plaintiff,

12 v.

13 NANCY A. BERRYHILL, Acting
Commissioner of the Social Security
Administration,
14

15 Defendant.

CASE NO. 15-cv-05281 JRC

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

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17 This Court has jurisdiction pursuant to 28 U.S.C. § 636(c), Fed. R. Civ. P. 73 and Local
18 Magistrate Judge Rule MJR 13 (*see also* Notice of Initial Assignment to a U.S. Magistrate Judge
and Consent Form, Dkt. 3; Consent to Proceed Before a United States Magistrate Judge, Dkt. 7).

19 This matter is before the Court on plaintiff's Unopposed Motion for Attorney's Fees Pursuant to
20 42 U.S.C. § 406(b) (*see* Dkt. 25).

21 The Court may allow a reasonable fee for an attorney who represented a Social Security
22 Title II claimant before the Court and obtained a favorable judgment, as long as such fee is not in
23 excess of 25 percent of the total of past-due benefits. *See* 42 U.S.C. § 406(b)(1); *Grisbrecht v.*
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1 | *Barnhart*, 535 U.S. 789 (2002). When a contingency agreement applies, the Court will look first
2 | to such agreement and will conduct an independent review to assure the reasonableness of the
3 | fee requested, taking into consideration the character of the representation and results achieved.
4 | *See Grisbrecht*, *supra*, 535 U.S. at 807, 808 (footnote omitted) (citations omitted). Although the
5 | fee agreement is the primary means for determining the fee, the Court will adjust the fee
6 | downward if substandard representation was provided, if the attorney caused excessive delay, or
7 | if a windfall would result from the requested fee. *See Crawford v. Astrue*, 586 F.3d 1142, 1151
8 | (9th Cir. 2009) (*citing Grisbrecht*, *supra*, 535 U.S. at 808).

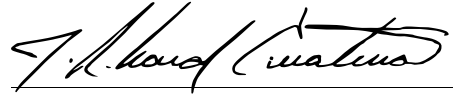
9 | Here, the representation was standard, at least, and the results achieved excellent (*see*
10 | Dkt. 25, Attachment 3). *See Grisbrecht*, *supra*, 535 U.S. at 808. Following remand from this
11 | Court for further consideration (*see* Dkt. 21), plaintiff was awarded benefits. There has not been
12 | excessive delay and no windfall will result from the requested fee.

13 | Plaintiff's total back payment was \$143,127.00 (*see id.*, p. 3). Plaintiff has moved for a
14 | net attorney's fee of \$22,981.75 (*see* Memorandum, Dkt. 25, Attachment 2, p. 4), and the Court
15 | has considered plaintiff's gross attorneys' fees of \$35,781.75, the \$6,000 already received by
16 | plaintiff's other attorney for work before the administration (under § 406(a)), and the EAJA
17 | award received by plaintiff's attorney being deducted from this gross award in the amount of
18 | \$6,800.00. *Parish v. Comm'r. Soc. Sec. Admin.*, 698 F.3d 1215, 1221 (9th Cir. 2012).

19 | Based on plaintiff's unopposed motion and supporting documents (*see* Dkt. 25,
20 | Attachments 1, 2, 3, 4, 5, 6), it is hereby ORDERED that attorney's fees in the amount of
21 | \$29,781.75 be awarded to plaintiff's attorney pursuant to 42 U.S.C. § 406(b). After reduction of
22 | the EAJA fee already awarded to plaintiff's attorney in the amount of \$6,800.00 from this 406(b)
23 | award, the Social Security Administration shall pay \$22,981.75 directly to plaintiff's attorney,
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1 David M. Church, Esq. The Social Security Administration is to release the remaining funds
2 (representing the previously awarded EAJA fees) in the amount of \$6,800.00 to plaintiff.

3 Dated this 24th day of July, 2017.

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5 J. Richard Creatura
6 United States Magistrate Judge
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