

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Wyatt Brafford v. SSA Commissioner

Brafford · No. 23-cv-06479-TSH · Decided January 26, 2026

SUMMARY

The United States District Court for the Northern District of California grants Katherine R. Siegfried’s motion for \$34,996 in attorney’s fees under section 206(b) of the Social Security Act after remand resulted in a favorable benefits decision for Wyatt Brafford. The court finds the contingent fee reasonable and directs counsel to refund the previously awarded \$7,500 in EAJA fees to Plaintiff.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Thomas S. Hixson
JURISDICTION	United States District Court for the Northern District of California
DECIDED	January 26, 2026
DOCKET	23-cv-06479-TSH
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff's attorney moved for an award of attorney's fees under section 206(b) of the Social Security Act, 42 U.S.C. § 406(b), after the court remanded the Social Security benefits case and the Commissioner issued a favorable decision awarding past-due benefits.
STANDARD OF REVIEW	The court independently reviews a contingent-fee agreement under § 406(b) to determine whether the resulting fee is reasonable, considering the character of the representation and the results achieved, including any substandard representation, dilatory conduct, excessive fee in relation to the benefits obtained, and the risk assumed by counsel.
PRECEDENTIAL VALUE	Unknown; district court order
PARTIES	Wyatt Brafford v. SSA Commissioner

TOPICS

- attorney fees
- judicial review of agency action
- administrative law
- remedies

PRACTICE AREAS

Social Security

administrative law

attorney fees

remedies

QUESTIONS PRESENTED

1. Whether counsel's requested \$34,996 fee under 42 U.S.C. § 406(b), equal to 25 percent of Brafford's past-due benefits, was reasonable.
2. Whether the § 406(b) fee award had to be offset by the previously awarded \$7,500 in EAJA fees and refunded to Brafford.

HOLDINGS

1. The requested \$34,996 fee was reasonable because it complied with the 25-percent statutory ceiling and the contingent-fee agreement, counsel achieved a favorable result, there was no evidence of substandard or dilatory representation, and the case involved a substantial risk of loss.
2. Counsel must refund the previously awarded \$7,500 in EAJA fees to Brafford after receiving the reasonable § 406(b) fee.

KEY QUOTATIONS

“Under Section 406(b), a court must serve “as an independent check” of contingency fee agreements “to assure that they yield reasonable results.”” (at 2)

“Section 406(b) “does not displace contingent-fee agreements within the statutory ceiling; instead, [Section] 406(b) instructs courts to review for reasonableness fees yielded by those agreements.”” (at 2)

“lawyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees” (at 3)

“As a result, courts should generally defer to the ‘winning lawyer’s professional judgment as to how much time he was required to spend on the case.’” (at 3)

“Congress harmonized fees payable by the Government under EAJA with fees payable under § 406(b) out of the claimant’s past-due Social Security benefits” (at 4)

FACTUAL BACKGROUND

Brafford's attorney represented him in an action challenging the denial of Social Security benefits and obtained a remand for further proceedings. The Commissioner subsequently awarded Brafford \$139,984 in past-due benefits, of which 25 percent was \$34,996. Brafford had agreed to pay counsel up to 25 percent of any past-due benefits, and counsel had already received \$7,500 in EAJA fees.

PROCEDURAL HISTORY

Brafford sought judicial review of the Commissioner's denial of Social Security benefits under 42 U.S.C. § 405(g). On May 3, 2024, the court granted the parties' stipulation to remand for further proceedings and later approved \$7,500 in Equal Access to Justice Act fees. On remand, the Commissioner awarded benefits, and

counsel sought \$34,996 under § 406(b), representing 25 percent of the past-due benefits. The court granted the fee motion and ordered counsel to refund the \$7,500 EAJA award to Brafford.

DISPOSITION

other

CASES CITED

- *Gisbrecht v. Barnhart*, 535 U.S. 789, 798 n.6 (2002)
- *Gisbrecht v. Barnhart*, 535 U.S. 789, 796, 807-09 (2002)
- *Crawford v. Astrue*, 586 F.3d 1142, 1144, 1151-53 (9th Cir. 2009) (en banc)
- *Parrish v. Comm'r of Soc. Sec. Admin.*, 698 F.3d 1215, 1218 (9th Cir. 2012)
- *N.N. v. Bisignano*, 2025 WL 2856296, at *3 (N.D. Cal. Oct. 8, 2025)
- *Brenn v. O'Malley*, 2025 WL 2419268, at *2 (N.D. Cal. Aug. 21, 2025)
- *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)
- *Costa v. Comm'r of Soc. Sec. Admin.*, 690 F.3d 1132, 1136 (9th Cir. 2012)
- *Hearn v. Barnhart*, 262 F. Supp. 2d 1033, 1037 (N.D. Cal. 2003)
- *Kraft v. Comm'r of Soc. Sec.*, 2025 WL 3522722, at *2 (N.D. Cal. Dec. 9, 2025)
- *Ainsworth v. Berryhill*, 2020 WL 6149710, at *2 (N.D. Cal. Oct. 20, 2020)
- *Khlopoff v. Saul*, 2020 WL 7043878, at *2 (N.D. Cal. Dec. 1, 2020)

OPINION

Brafford

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 WYATT BRAFFORD, Case No. 23-cv-06479-TSH 8 Plaintiff,

ORDER GRANTING MOTION FOR

9 v. ATTORNEY'S FEES

10 SSA COMMISSIONER, Re: Dkt. No. 19 11 Defendant. 12

13 I. INTRODUCTION

14 After Plaintiff Wyatt Brafford brought this action for review of the Commissioner of 15 Social Security’s decision to deny benefits, the Court remanded the case and the Commissioner 16 issued a favorable decision. Plaintiff’s attorney, Katherine R. Siegfried, now seeks \$34,996 in 17 attorney’s fees under section 206(b) of the Social Security Act, 42 U.S.C. § 406(b). ECF No. 19. 18 For the following reasons, the Court GRANTS the motion.

19 II. BACKGROUND

20 Plaintiff brought this action for judicial review under the Social Security Act, 42 U.S.C. § 21
405(g). On May 3, 2024, the Court granted the parties' stipulation to remand for further 22
proceedings. ECF No. 14. The Court subsequently granted the parties' stipulation for attorney's 23
fees under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412, in the amount of \$7,500. 24
ECF No. 18. On remand, the Commissioner granted Plaintiff's application and awarded benefits.
25 Siegfried Decl. ¶ 6, ECF No. 19-2; id., Ex. 2 (Notice of Award), ECF No. 19-5. The Notice of
26 Award states that 25% of Plaintiff's applicable past-due benefits is \$34,996. Notice of Award at
27 3. 1 agreement, Plaintiff agreed to pay counsel up to 25% of any past-due benefits award.
Siegfried 2 Decl. ¶ 4 & Ex. 1 (Fee Agreement); Brafford Decl. ¶ 2, ECF No. 19-3. As such,
Siegfried seeks 3 \$34,996. The government filed a response disclaiming any direct financial stake
in the outcome of 4 the motion and affirming its role in fee determination as akin to a "trustee for
the claimants." ECF

5 No. 21 at 2 (quoting *Gisbrecht v. Barnhart*, 535 U.S. 789, 798 n.6 (2002)). Plaintiff has not filed
6 an objection to the motion for fees and the deadline for doing so has passed.

7 III. LEGAL STANDARD

8 Section 406(b) provides: "Whenever a court renders a judgment favorable to a [social
9 security] claimant under this subchapter who was represented before the court by an attorney, the
10 court may determine and allow as part of its judgment a reasonable fee" to claimant's attorney;
11 such a fee can be no more than 25 percent of the total of past-due benefits awarded to the
claimant. 12 42 U.S.C. § 406(b)(1)(A). A court may award such a fee even if the court's judgment
did not 13 immediately result in an award of past-due benefits; where the court, for instance,
remands for 14 further consideration, the court may calculate the 25 percent fee based upon any
past-due benefits 15 awarded on remand. See, e.g., *Crawford v. Astrue*, 586 F.3d 1142, 1144 (9th
Cir. 2009) (en banc). 16 Under Section 406(b), a court must serve "as an independent check" of
contingency fee 17 agreements "to assure that they yield reasonable results." *Gisbrecht*, 535 U.S.
at 807. Section 18 406(b) "does not displace contingent-fee agreements within the statutory
ceiling; instead, [Section] 19 406(b) instructs courts to review for reasonableness fees yielded by
those agreements." Id. at 808- 20 09. The court's review of a fee agreement is based on the
character of the representation and the 21 results achieved, see id. at 808, and can include
analyzing: whether counsel provided substandard 22 representation; any dilatory conduct by
counsel to accumulate additional fees; whether the 23 requested fees are excessively large in
relation to the benefits achieved; and the risk counsel 24 assumed by accepting the case. See
Crawford, 586 F.3d at 1151-52. 25 A court must offset an award of Section 406(b) attorneys' fees
by any award of fees 26 granted under the EAJA. See *Gisbrecht*, 535 U.S. at 796; *Parrish v.*
Comm'r of Soc. Sec. Admin., 27 698 F.3d 1215, 1218 (9th Cir. 2012).

1 IV. DISCUSSION

2 The Court finds counsel has met her burden to demonstrate the requested fees are 3 reasonable.
As noted above, Plaintiff entered into a contingency fee agreement providing for a 25% 4 fee, which

is consistent with the statutory cap. There is no evidence Siegfried's performance was 5 substandard; to the contrary, counsel's representation resulted in Plaintiff receiving \$139,984 in 6 past-due benefits. See *N.N. v. Bisignano*, 2025 WL 2856296, at *3 (N.D. Cal. Oct. 8, 2025) 7 (awarding Ms. Siegfried 25% under contingent fee agreement where plaintiff received \$90,450 in 8 benefits upon remand); *Brenn v. O'Malley*, 2025 WL 2419268, at *2 (N.D. Cal. Aug. 21, 2025) 9 (awarding Ms. Siegfried 25% under contingent fee agreement where plaintiff received \$174,914 in 10 benefits upon remand). 11 Siegfried states her non-contingency based hourly rate for appellate cases (not related to 12 Social Security) is currently \$500 per hour. Siegfried Decl. ¶ 2. She states she spent 32 hours 13 working on this case, leading to an effective hourly rate of \$1,093.63 per hour. *Id.* ¶ 5. While this 14 is higher than her typical rate, the Court is mindful of the Ninth Circuit's instruction that "lawyers 15 are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their 16 fees" because "[t]he payoff is too uncertain." *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 17 (9th Cir. 2008). "As a result, courts should generally defer to the 'winning lawyer's professional 18 judgment as to how much time he was required to spend on the case.'" *Costa v. Comm'r of Soc. Sec. Admin.*, 690 F.3d 1132, 1136 (9th Cir. 2012) (quoting *Moreno*, 534 F.3d at 1112); see also 20 *Hearn v. Barnhart*, 262 F. Supp. 2d 1033, 1037 (N.D. Cal. 2003) ("The courts recognize that 21 basing a reasonableness determination on a simple hourly rate basis is inappropriate when an 22 attorney is working pursuant to a reasonable contingency contract for which there runs a 23 substantial risk of loss."). As such, the requested fee is reasonable because of the substantial risk 24 of loss inherently involved in representing Social Security disability claimants. See *Crawford*, 586 25 F.3d at 1153; *Kraft v. Comm'r of Soc. Sec.*, 2025 WL 3522722, at *2 (N.D. Cal. Dec. 9, 2025) 26 (approving effective hourly rate of \$1,491 per hour for Ms. Siegfried); *Ainsworth v. Berryhill*, 27 2020 WL 6149710, at *2 (N.D. Cal. Oct. 20, 2020) (approving effective hourly rate of \$1,325.34).] Once the Court determines that the fee sought under § 406(b) is reasonable, it must 2 || account for the attorney's fees paid by the Commissioner under the EAJA. *Gisbrecht*, 535 U.S. at 3 796. "Congress harmonized fees payable by the Government under EAJA with fees payable under 4 § 406(b) out of the claimant's past-due Social Security benefits" by requiring the claimant's 5 attorney to refund to the claimant the amount of the smaller fee up to the point where the claimant 6 receives 100% of the past-due benefits. *Gisbrecht*, 535 U.S. at 796. Here, the Court finds 7 || counsel's § 406(b) request reasonable, and therefore counsel shall refund to Plaintiff the \$7,500 in 8 || EAJA fees previously awarded. See *Khlopoff v. Saul*, 2020 WL 7043878, at *2 (N.D. Cal. Dec. 1, 9 || 2020) (finding § 406(b) request reasonable and directing counsel to refund to client fees 10 || previously awarded under the EAJA).

1] Vv. CONCLUSION

12 For the reasons stated above, the Court GRANTS counsel's motion for attorney's fees. 13 The Commissioner is directed to certify fees under 42 U.S.C. § 406(b) in the amount of \$34,996, 14 || payable to Katherine Siegfried. Counsel is ORDERED to refund the \$7,500 EAJA fee award to 3

15 || Plaintiff. a 16 IT IS SO ORDERED. 4 18 || Dated: January 26, 2026

THOMAS S. HIXSON

20 United States Magistrate Judge 21 22 23 24 25 26 27 28

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