

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

E.P. v. Frank Bisignano

No. 22-cv-05830-VKD (N.D. Cal. Dec. 31, 2025) · No. 22-cv-05830-VKD · Decided December 31, 2025

SUMMARY

The United States District Court for the Northern District of California granted counsel’s motion for attorneys’ fees under 42 U.S.C. § 406(b) following a favorable Social Security disability determination on remand. The court awarded \$35,200 to counsel under a contingency-fee agreement, finding the fee reasonable and within the statutory 25% limit. The court also found no need to require counsel to refund the previously awarded \$8,200 in EAJA fees because those funds had been offset against the claimant’s debt.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Virginia K. DeMarchi
JURISDICTION	United States District Court for the Northern District of California
DECIDED	December 31, 2025
DOCKET	22-cv-05830-VKD
DISPOSITION	other
PROCEDURAL POSTURE	Following a remand in a Social Security benefits action, plaintiff's counsel moved under 42 U.S.C. § 406(b) for an award of attorney's fees pursuant to a contingency-fee agreement.
STANDARD OF REVIEW	The court independently reviewed the contingent-fee agreement and the requested fee for reasonableness under 42 U.S.C. § 406(b), considering the character of the representation, the results achieved, the time records, and whether counsel engaged in substandard or dilatory conduct.
PRECEDENTIAL VALUE	Unknown; unpublished district court order

TOPICS

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

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the requested \$35,200 attorney's-fee award was reasonable under 42 U.S.C. § 406(b) and the contingency-fee agreement.
2. Whether counsel was required to refund the previously awarded \$8,200 EAJA fee to E.P.

HOLDINGS

1. The requested \$35,200 fee was reasonable and could be awarded under § 406(b) because it was within the 25-percent statutory limit, was supported by a valid contingency-fee agreement, reflected successful representation, and was not shown to result from substandard or dilatory conduct.
2. Under the circumstances presented, counsel was not required to refund the prior \$8,200 EAJA award because counsel stated that he had not received those funds, which had been offset by the Treasury Department against E.P.'s debt.

KEY QUOTATIONS

“Rather, § 406(b) calls for court review of such arrangements as an independent check, to assure that they yield reasonable results in particular cases.” (at 2)

“Fees resulting from a contingent fee agreement are unreasonable and subject to reduction by the court ‘if the attorney provided substandard representation or engaged in dilatory conduct in order to increase the accrued amount of past-due benefits, or if the ‘benefits are large in comparison to the amount of time counsel spent on the case.’” (at 3)

FACTUAL BACKGROUND

E.P. retained Francesco Benavides under a contingency-fee agreement providing for a fee of 25% of past-due benefits awarded after reversal of an unfavorable administrative decision. Counsel represented E.P. in the district-court appeal, which resulted in a remand, and the Commissioner later found E.P. disabled as of August 31, 2018. The agency determined that E.P. was entitled to \$177,954.00 in past-due benefits. Counsel sought \$35,200 under § 406(b), had worked 34.6 hours on the appeal, and stated that the previously awarded \$8,200 EAJA fee had not been received because it was offset against E.P.'s debt.

PROCEDURAL HISTORY

E.P. sought review of an unfavorable Commissioner of Social Security decision. The court granted in part and denied in part the parties' summary-judgment motions, remanded for further administrative proceedings, and entered judgment for E.P. On remand, the Commissioner found E.P. disabled and the Social Security Administration awarded \$177,954.00 in past-due benefits. The court had previously approved an \$8,200 EAJA fee award, which counsel stated was offset against E.P.'s debt. Counsel then sought \$35,200 under § 406(b), and the court granted the motion.

DISPOSITION

other

CASES CITED

- Crawford v. Astrue, 586 F.3d 1142, 1144 n.3 (9th Cir. 2009)
- Gisbrecht v. Barnhart, 535 U.S. 789, 793, 796, 806-08 (2002)
- Butler v. Colvin, No. 3:14-cv-02050-LB, 2017 WL 446290, at *1 (N.D. Cal. Feb. 2, 2017)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-northern-district-of-ca/2025/e-p-v-frank-bisignano-etwy5ms0>