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9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA

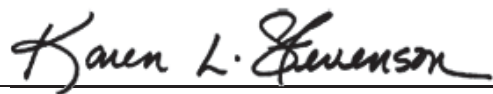
11 LEIGH A. RONDILONE,	) No.: 5:17-CV-00761
	)
12 Plaintiff,	) <b>PROPOSED ORDER AWARDING</b>
	) <b>ATTORNEY FEES UNDER THE</b>
13 v.	) <b>EQUAL ACCESS TO JUSTICE</b>
	) <b>ACT, PURSUANT TO 28 U.S.C.</b>
14 NANCY A. BERRYHILL,	) <b>§ 2412(d), AND COSTS, PURSUANT</b>
15 Acting Commissioner of Social	) <b>TO 28 U.S.C. § 1920</b>
16 Security,	)
	)
17 Defendant.	)

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18 Based upon the parties' Stipulation for the Award and Payment of Equal  
 19 Access to Justice Act (EAJA) Fees and Costs, IT IS ORDERED that Plaintiff shall  
 20 be awarded attorney fees under the EAJA in the amount of FIVE THOUSAND  
 21 SIX HUNDRED DOLLARS (\$5,600.00), and costs under 28 U.S.C. § 1920, in the  
 22 amount of FOUR HUNDRED DOLLARS (\$400.00), subject to the terms of the  
 23 above-referenced Stipulation, to include the United States Department of the  
 24 Treasury's Offset Program pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521 (2010).  
 25 Any payment shall be delivered to Plaintiff's counsel.

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Dated: January 4, 2018



Karen L. Stevenson  
Karen L. Stevenson  
United States Magistrate Judge

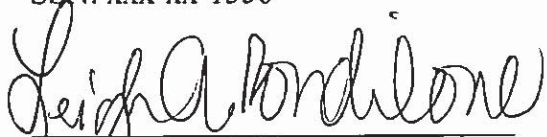
**U.S. District Court  
Retainer Agreement and Assignment**

This is an AGREEMENT made between Leigh A. Rondilone (hereinafter "Client") and Charles E. Binder & Harry J. Binder, Attorneys at Law, LLP (hereinafter "Attorney"), to (1) appeal the denial of Social Security benefits to the United States District Court (hereinafter "the Court"), and (2) represent Client thereafter if the Court remands the matter to the Social Security Administration (hereinafter "SSA").

1. Client understands that Attorney shall be entitled to a fee if representation before the Court results in a successful outcome in Client's case. If the Court denies Client's appeal, there are no fees due to Attorney by Client.
2. If the appeal is successful and Client is awarded past due benefits by the Court, Attorney is to receive twenty-five percent (25%) of the past due benefits due to Client and Client's family pursuant to 42 U.S.C. §406 of the Social Security Act. Fees must be approved by the Court.
3. If the Court remands the case to SSA for further administrative proceedings, Attorney agrees to continue to represent Client before SSA. If Client is awarded past due benefits by the Appeals Council or an Administrative Law Judge, Attorney may apply for fees under 42 U.S.C. §406(a) and/or 42 U.S.C. §406(b). These fees will not exceed 25% of the past due benefits due to Client and Client's family. Fees must be approved by the Court pursuant to 42 U.S.C. §406(b) and/or by SSA pursuant to 42 U.S.C. §406(a).
4. Client authorizes Attorney to obtain local counsel, if needed, at no cost to Client to assist in filing the District Court appeal or to represent Client before SSA. Client agrees that Attorney may designate other counsel to act as Client's representative at any time and without prior notice to Client.
5. Client acknowledges and agrees that if representation before the Court results in an award of benefits or a remand to SSA for further proceedings, Attorney may petition the Court for fees under the Equal Access to Justice Act, 28 U.S.C. § 2412 (hereinafter "EAJA"). Client agrees that any fees payable under EAJA shall be paid to Attorney, and transfers and assigns Client's interest in any and all EAJA fees to Attorney in consideration of the services rendered by Attorney. This assignment shall bind Client's heirs, administrators, successors and assigns, and inure to the benefit of Attorney and survive any writing to the contrary. Client authorizes Attorney, or local counsel hired by Attorney, the limited power of attorney to sign, endorse, and negotiate any EAJA award check issued under Client's name.
6. If fees under EAJA are awarded, and Client prevails on receiving additional Social Security benefits on the basis of the same claim as the EAJA award, either before the Court or before SSA on remand, and if 25% of the past due benefits payable to Client and Client's family is greater than the fee under EAJA, then the fee owed to Attorney will be 25% of the past due benefits payable to Client and Client's family minus the fee paid under EAJA. If 25% of the past due benefits payable to Client and Client's family is less than the fee paid under EAJA, then no additional fee is payable to Attorney.

7. Client certifies that Client's net worth does not exceed \$2 million, and that Client does not own any unincorporated business, partnership, corporation, association, unit of local government, or organization exceeding \$7 million in net worth with more than 500 employees.
8. If the Court remands the case to SSA for further proceedings, Client understands and agrees that Client is responsible for the payment of any and all fees charged by doctors or medical facilities for their reports and medical records. Should Attorney agree to pay for such reports, records, or examinations, Attorney shall do so only after having obtained express consent from Client that any such costs incurred by Attorney shall be repaid by Client if Client is successful in obtaining benefits.
9. If Client discharges Attorney, Attorney reserves the option to obtain fees for time spent handling Client's case prior to discharge, on a quantum meruit basis, if Client is ultimately successful in obtaining additional benefits. All such requests for fees pursuant to this paragraph shall be submitted to SSA for approval. Client will be responsible for any costs incurred in collecting a quantum meruit payment.
10. I understand that Attorney will fully comply with all SSA rules and regulations, which require the submission, by both Client and Attorney, of all evidence that has been received which relates to Client's disability case, even if such evidence is unfavorable (20 C.F.R. §§404.1512, 416.912).
11. If Client's case is remanded to SSA for further proceedings, Client authorizes Attorney to decline any requests by SSA for Client to appear by video for an administrative hearing or for a medical examination, unless Client instructs otherwise in writing. By declining to appear by video for an administrative hearing or a medical examination, Client agrees to appear in person for any scheduled hearings or medical examinations.
12. Client acknowledges that Attorney has made no promises or guarantees regarding the outcome of Client's matter.
13. Representation of Client by Attorney will not commence until Attorney receives and countersigns a copy of this retainer agreement signed by Client.

Leigh A. Rondilone  
4409 Monticello Avenue  
Riverside, CA 92503  
SSN: xxx-xx-1356


  
\_\_\_\_\_  
Leigh A. Rondilone

Dated

4/5/17

Charles E. Binder & Harry J. Binder,  
Attorneys at Law, LLP  
485 Madison Avenue, Ste. 501  
New York, NY 10022

By:

  
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Charles E. Binder