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9 Attorneys for Plaintiff
10 Allyson Machado

11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**

13 ALLYSON MACHADO,) Case No.: 1:10-cv-01797 SMS
14)
15 Plaintiff,)
16)
17 vs.)
18)
19 MICHAEL J. ASTRUE,)
20 Commissioner of Social Security,)
21)
22 Defendant.)
23)
24)
25)
26)

27 TO THE HONORABLE SANDRA M. SNYDER, MAGISTRATE JUDGE
28 OF THE DISTRICT COURT:

29 IT IS HEREBY STIPULATED by and between the parties through their
30 undersigned counsel, subject to the approval of the Court, that Allyson Machado
31 be awarded attorney fees and expenses in the amount of ONE THOUSAND
32 SEVEN HUNDRED FIFTEEN dollars (\$1,715.00) under the Equal Access to
33 Justice Act (EAJA), 28 U.S.C. § 2412(d). This amount represents compensation
34 for all legal services rendered on behalf of Plaintiff by counsel in connection with
35 this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).
36

1 After the Court issues an order for EAJA fees to Allyson Machado, the
2 government will consider the matter of Allyson Machado's assignment of EAJA
3 fees to Laura E. Krank. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2252-2253
4 (2010), the ability to honor the assignment will depend on whether the fees are
5 subject to any offset allowed under the United States Department of the Treasury's
6 Offset Program. After the order for EAJA fees is entered, the government will
7 determine whether they are subject to any offset.

8 Fees shall be made payable to Allyson Machado, but if the Department of
9 the Treasury determines that Allyson Machado does not owe a federal debt, then
10 the government shall cause the payment of fees, expenses and costs to be made
11 directly to Law Offices of Rohlifing & Kalagian, LLP, pursuant to the assignment
12 executed by Allyson Machado. Any payments made shall be delivered to Laura E.
13 Krank.

14 This stipulation constitutes a compromise settlement of Allyson Machado's
15 request for EAJA attorney fees, and does not constitute an admission of liability on
16 the part of Defendant under the EAJA. Payment of the agreed amount shall
17 constitute a complete release from, and bar to, any and all claims that Allyson
18 Machado and/or Laura E. Krank including Law Offices of Rohlifing & Kalagian,
19 LLP may have relating to EAJA attorney fees in connection with this action.

20 Laura E. Krank reserves the right to contend that any non-payment caused
21 by the collection of a federal debt owed by Allyson Machado violates 31 C.F.R. §
22 285.5(e)(5) and *Morrison v. C.I.R.*, 565 F.3d 658, 667 (9th Cir. 2009). Nothing in
23 this stipulation shall be construed as an admission by Laura E. Krank that the
24 Government has the right or authority to offset the fees due and payable pursuant
25 to this stipulation.
26

1 This award is without prejudice to the rights of Laura E. Krank and/or
2 Rohlfing & Kalagian, LLP to seek Social Security Act attorney fees under 42
3 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.
4 DATE: June 14, 2011 Respectfully submitted,

5 ROHLFING & KALAGIAN, LLP

6 */s/ Laura E. Krank*

7 BY: _____
8 Laura E. Krank
9 Attorney for plaintiff Allyson Machado

10 DATED: 6/28/11

11 BENJAMIN B. WAGNER
12 United States Attorney

13 */s/ Lynn M. Harada*

14 _____
15 Lynn M. Harada
16 Special Assistant United States Attorney
17 Attorneys for Defendant Michael J. Astrue,
18 Commissioner of Social Security
19 (Per e-mail authorization)

20 IT IS ORDERED

21 IT IS SO ORDERED.

22 Dated: June 29, 2011

23 /s/ Sandra M. Snyder
24 UNITED STATES MAGISTRATE JUDGE