

1 After the Court issues an order for EAJA fees to Esteban Vargas, the
2 government will consider the matter of Esteban Vargas's assignment of EAJA fees
3 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 Esteban Vargas, but if the Department of the
9 Treasury determines that Esteban Vargas does not owe a federal debt, then the
10 government shall cause the payment of fees, expenses and costs to be made
11 directly to Law Offices of Rohlfing & Kalagian, LLP, pursuant to the assignment
12 executed by Esteban Vargas. Any payments made shall be delivered to Laura E.
13 Krank.

14 This stipulation constitutes a compromise settlement of Esteban Vargas'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 Esteban
18 Vargas and/or Laura E. Krank including Law Offices of Rohlfing & Kalagian, LLP
19 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 Esteban Vargas 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.
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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: May 24, 2011

Respectfully submitted,

5 ROHLFING & KALAGIAN, LLP

6 */s/ Laura E. Krank*

7 BY: _____
8 Laura E. Krank
Attorney for plaintiff Esteban Vargas

9 DATED: June 29, 2011

10 BENJAMIN B. WAGNER
United States Attorney

11 */s/ Lynn M. Harada*

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

16
17 **ORDER**

18 IT IS SO ORDERED.

19 Dated: June 30, 2011

20 */s/ Sheila K. Oberto*
UNITED STATES MAGISTRATE JUDGE

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