

1 allowed under the United States Department of the Treasury's Offset Program.
2 After the order for EAJA fees is entered, the government will determine whether
3 they are subject to any offset.

4 Fees shall be made payable to Erica Valero, but if the Department of the
5 Treasury determines that Erica Valero does not owe a federal debt, then the
6 government shall cause the payment of fees, expenses and costs to be made
7 directly to Law Offices of Lawrence D. Rohlfing, pursuant to the assignment
8 executed by Steven Edward Felipe. *United States v. \$186,416.00*, 722 F.3d 1173,
9 1176 (9th Cir. 2013) (*\$186,416.00 II*) (ordering fees paid to counsel because of an
10 assignment that did not interfere with a raised superior lien).¹ Any payments made
11 shall be delivered to Vijay J. Patel.

12 This stipulation constitutes a compromise settlement of Erica Valero's
13 request for EAJA attorney fees, and does not constitute an admission of liability on
14 the part of Defendant under the EAJA or otherwise. Payment of the agreed amount
15 shall constitute a complete release from, and bar to, any and all claims that Erica
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18 ¹ The Commissioner does not stipulate to the citation of *\$186,416.00 II*, and
19 will not participate in representing to this Court that it carries legal import in these
20 proceedings. *\$186,416 II* involved a different statute and very different factual
21 circumstances than those presented here, or in other Social Security cases.
22 Because the parties have agreed to the payment of EAJA fees, and the amount, and
23 to avoid motion practice solely related to Plaintiff's citation, the Commissioner
24 agrees to this stipulation. The Commissioner reserves the right to challenge the
25 applicability of *\$186,416 II* to any Social Security case, and this Stipulation should
26 not be construed as a waiver of such reservation.

27 Steven Felipe contends that *U.S. v. \$186,416.00 in U.S. Currency*, 642 F.3d
28 753, 757 (9th Cir. 2011) (*\$186,416.00 I*) held that there is no functional difference
29 between the CAFRA and EAJA in terms of "ownership" of the fee.

1 Valero and/or Vijay J. Patel including Law Offices of Lawrence D. Rohlfing may
2 have relating to EAJA attorney fees in connection with this action.

3 This award is without prejudice to the rights of Young Cho and/or the Law
4 Offices of Lawrence D. Rohlfing to seek Social Security Act attorney fees under
5 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

6 DATE: March 12, 2015

Respectfully submitted,

7 LAW OFFICES OF LAWRENCE D. ROHLFING

8 */s/ Young Cho*

9 BY: _____

Young Cho

10 Attorney for plaintiff Steven Edward Felipe

11 DATE: March 12, 2015

BENJAMIN B. WAGNER

12 United States Attorney

13 */s/ Jean M. Turk*

14 _____
Jean M. Turk

15 Special Assistant United States Attorney

16 Attorneys for Defendant Carolyn W. Colvin,

Acting Commissioner of Social Security

(Per e-mail authorization)

17 **ORDER**

18
19 Pursuant to the terms of the parties' stipulation, IT IS HEREBY ORDERED
20 that Plaintiff is awarded attorney's fees and expenses in the amount of \$4,960.00
21 under the EAJA.

22 IT IS SO ORDERED.

23 Dated: **June 8, 2015**

/s/ Sheila K. Oberto

24 UNITED STATES MAGISTRATE JUDGE