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5 Attorneys for Plaintiff  
 6 Max Sheldon Margulis

7 **UNITED STATES DISTRICT COURT**  
 8 **EASTERN DISTRICT OF CALIFORNIA**

10	MAX SHELDON MARGULIS,	)	Case No.: 1:13-cv-02021-SKO
11		)	
12	Plaintiff,	)	STIPULATION FOR THE AWARD
13		)	AND PAYMENT OF ATTORNEY
14	vs.	)	FEEES AND EXPENSES PURSUANT
15		)	TO THE EQUAL ACCESS TO
16	CAROLYN W. COLVIN, Acting	)	JUSTICE ACT, 28 U.S.C. § 2412(d)
	Commissioner of Social Security,	)	AND COSTS PURSUANT TO 28
		)	U.S.C. § 1920
	Defendant.	)	
		)	
		)	

17 TO THE HONORABLE SHEILA K. OBERTO, MAGISTRATE JUDGE  
 18 OF THE DISTRICT COURT:

19 IT IS HEREBY STIPULATED by and between the parties through their  
 20 undersigned counsel, subject to the approval of the Court, that Max Sheldon  
 21 Margulis be awarded attorney fees and expenses in the amount of six thousand  
 22 nine hundred dollars (\$6,900.00) under the Equal Access to Justice Act (EAJA),  
 23 28 U.S.C. § 2412(d). This amount represents compensation for all legal services  
 24 rendered on behalf of Plaintiff by counsel in connection with this civil action, in  
 25 accordance with 28 U.S.C. §§ 1920; 2412(d).  
 26

1 After the Court issues an order for EAJA fees to Max Sheldon Margulis, the  
2 government will consider the matter of Max Sheldon Margulis's assignment of  
3 EAJA fees to Monica Perales. The retainer agreement containing the assignment is  
4 attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),  
5 the ability to honor the assignment will depend on whether the fees are subject to  
6 any offset allowed under the United States Department of the Treasury's Offset  
7 Program. After the order for EAJA fees is entered, the government will determine  
8 whether they are subject to any offset.

9 Fees shall be made payable to Max Sheldon Margulis, but if the Department  
10 of the Treasury determines that Max Sheldon Margulis does not owe a federal  
11 debt, then the government shall cause the payment of fees, expenses and costs to  
12 be made directly to Law Offices of Lawrence D. Rohlifing, pursuant to the  
13 assignment executed by Max Sheldon Margulis. *United States v. \$186,416.00*, 722  
14 F.3d 1173, 1176 (9th Cir. 2013) (*\$186,416.00 II*) (ordering fees paid to counsel  
15 because of an assignment that did not interfere with a raised superior lien).<sup>1</sup> Any  
16 payments made shall be delivered to Monica Perales.

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17  
18 <sup>1</sup> The Commissioner does not stipulate to the citation of *\$186,416.00 II*, and will  
19 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.

25 Max S. Margulis contends that *U.S. v. \$186,416.00 in U.S. Currency*, 642 F.3d  
26 753, 757 (9th Cir. 2011) (*\$186,416.00 I*) held that there is no functional difference  
between the CAFRA and EAJA in terms of "ownership" of the fee.

1 This stipulation constitutes a compromise settlement of Max Sheldon  
2 Margulis's request for EAJA attorney fees, and does not constitute an admission of  
3 liability on the part of Defendant under the EAJA or otherwise. Payment of the  
4 agreed amount shall constitute a complete release from, and bar to, any and all  
5 claims that Max Sheldon Margulis and/or Monica Perales including Law Offices of  
6 Lawrence D. Rohlfing may have relating to EAJA attorney fees in connection with  
7 this action.

8 This award is without prejudice to the rights of Monica Perales and/or the  
9 Law Offices of Lawrence D. Rohlfing to seek Social Security Act attorney fees  
10 under 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.  
11

12 DATE: August 18, 2015

Respectfully submitted,

LAW OFFICES OF LAWRENCE D. ROHLFING

*/s/ Monica Perales*

15 BY: \_\_\_\_\_

Monica Perales  
Attorney for plaintiff Max Sheldon Margulis

17 DATED:

BENJAMIN B. WAGNER  
United States Attorney  
LEON W. WEIDMAN  
Chief, Civil Division  
Assistant United States Attorney

*/s/ Urmila R. Taylor*

22 \_\_\_\_\_  
Urmila R. Taylor  
Special Assistant United States Attorney  
Attorneys for Defendant Carolyn W. Colvin,  
Acting Commissioner of Social Security  
24 (Per e-mail authorization)

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**ORDER**

Pursuant to the parties' Stipulation for the Award and Payment of Equal Access to Justice Act Fees, Costs, and Expenses, IT IS ORDERED that fees and expenses in the amount of \$6,900.00, as authorized by 28 U.S.C. § 2412, be awarded subject to the terms of the Stipulation.

IT IS SO ORDERED.

Dated: August 21, 2015

/s/ Sheila K. Oberto  
UNITED STATES MAGISTRATE JUDGE