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9 Attorneys for Plaintiff
10 Guadalupe Varela

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

13 GUADALUPE VARELA,) Case No.: 1:16-cv-01803-BAM
14)
15 Plaintiff,)
16)
17 vs.)
18 NANCY A. BERRYHILL, Acting)
19 Commissioner of Social Security,)
20)
21 Defendant.)
22)
23)
24)
25)
26)

27 TO THE HONORABLE BARBARA A. MCAULIFFE, MAGISTRATE
28 JUDGE 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 Guadalupe Varela
31 be awarded attorney fees in the amount of One Thousand Three Hundred dollars
32 (\$1,300.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d).
33 This amount represents compensation for all legal services rendered on behalf of
34 Plaintiff by counsel in connection with this civil action, in accordance with 28
35 U.S.C. §§ 1920; 2412(d).
36

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

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

22 This award is without prejudice to the rights of Laura E. Krank and/or the
23 Law Offices of Rohlfing & Kalagian, LLP to seek Social Security Act attorney

24
25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

