

1 Steven G. Rosales
Attorney at Law: 222224
2 Law Offices of Lawrence D. Rohlring
12631 East Imperial Highway, Suite C-115
3 Santa Fe Springs, CA 90670
Tel.: (562)868-5886
4 Fax: (562)868-8868
E-mail: rohlring.office@rohlringlaw.com

5 Attorneys for Plaintiff
6 Karen Agatha Cooper-Belanger

7 **UNITED STATES DISTRICT COURT**
8 **EASTERN DISTRICT OF CALIFORNIA**
9

10 KAREN AGATHA COOPER-BELANGER,) No. 2:14-cv-00533-KJN (TEMP)
11)
Plaintiff,) STIPULATION AND ORDER FOR THE
12) AWARD AND PAYMENT OF ATTORNEY
vs.) FEES AND EXPENSES PURSUANT TO
13) THE EQUAL ACCESS TO JUSTICE ACT,
CAROLYN W. COLVIN, Acting) 28 U.S.C. § 2412(d) AND COSTS
14 Commissioner of Social Security,) PURSUANT TO 28 U.S.C. § 1920
15 Defendant.)
16)

17 TO THE HONORABLE KENDALL J. NEWMAN, MAGISTRATE JUDGE OF THE
18 DISTRICT COURT:

19 IT IS HEREBY STIPULATED by and between the parties through their undersigned
20 counsel, subject to the approval of the Court, that Karen Agatha Cooper-Belanger be awarded
21 attorney fees and expenses in the amount of THREE THOUSAND SEVEN HUNDRED dollars
22 (\$3,700.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and costs in the
23 amount of four hundred dollars (\$400.00) under 28 U.S.C. § 1920. This amount represents
24 compensation for all legal services rendered on behalf of Plaintiff by counsel in connection with
25 this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).
26

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

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

15 This stipulation constitutes a compromise settlement of Karen Agatha Cooper-Belanger's
16 request for EAJA attorney fees, and does not constitute an admission of liability on the part of
17 Defendant under the EAJA or otherwise. Payment of the agreed amount shall constitute a
18 complete release from, and bar to, any and all claims that Karen Agatha Cooper-Belanger and/or
19 Steven G. Rosales including Law Offices of Lawrence D. Rohlifing may have relating to EAJA
20 attorney fees in connection with this action.

21 _____
22 ¹ The Commissioner does not stipulate to the citation of *\$186,416.00 II*, and will not participate
23 in representing to this Court that it carries legal import in these proceedings. *\$186,416 II*
24 involved a different statute and very different factual circumstances than those presented here, or
25 in other Social Security cases. Because the parties have agreed to the payment of EAJA fees,
26 and the amount, and to avoid motion practice solely related to Plaintiff's citation, the
Commissioner agrees to this stipulation. The Commissioner reserves the right to challenge the
applicability of *\$186,416 II* to any Social Security case, and this Stipulation should not be
construed as a waiver of such reservation. Karen Agatha Cooper-Belanger contends that *U.S. v.*
\$186,416.00 in U.S. Currency, 642 F.3d 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.

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ORDER

Pursuant to the parties' stipulation, IT IS SO ORDERED.

Dated: 02/11/16



KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE