

1 BESS M. BREWER, #100364  
LAW OFFICE OF BESS M. BREWER  
2 P.O. Box 5088  
Sacramento, CA 95817  
3 Telephone: (916) 385-7517  
besshelena@earthlink.net  
4 Attorneys for Plaintiff

5 **IN THE UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

6  
7 **RENEE G. SCARBOROUGH** )

**No. 2:15-cv-0146 DB**

8 )  
9 )  
10 )  
11 **Plaintiff,** )

12 **v.** )

**STIPULATION AND ORDER APPROVING  
SETTLEMENT OF ATTORNEY FEES  
PURSUANT TO THE EQUAL ACCESS TO  
JUSTICE ACT**

13 **NANCY A. BERRYHILL,** )  
14 **ACTING COMMISSIONER OF SSA,** )  
15 **Defendant.** )

16  
17 IT IS HEREBY STIPULATED by and between the parties, through their undersigned  
18 counsel, subject to the Court's approval, that Plaintiff be awarded attorney fees under the Equal  
19 Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), in the amount of FIVE THOUSAND EIGHT  
20 HUNDRED DOLLARS AND ZERO CENTS (**\$5,800.00**). This amount represents compensation for  
21 all legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in  
22 accordance with 28 U.S.C. § 2412(d). After the Court issues an order for EAJA fees and expenses to  
23 Plaintiff, the government will consider the matter of Plaintiff's assignment of EAJA fees and  
24 expenses to Plaintiff's attorney. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521 (U.S. June 14, 2010), the  
25 ability to honor the assignment will depend on whether the fees and expenses are subject to any  
26 offset allowed under the United States Department of the Treasury's Offset Program.  
27  
28

1 Fees and expenses shall be made payable to Plaintiff, but if the Department of the Treasury  
2 determines that Plaintiff does not owe a federal debt, then the government shall cause the payment of  
3 fees, expenses and costs to be made directly to Bess M. Brewer, pursuant to the assignment executed  
4 by Plaintiff. Any payments made shall be delivered to Plaintiff's counsel.

5 This stipulation constitutes a compromise settlement of Plaintiff's request for EAJA attorney  
6 fees and expenses, and does not constitute an admission of liability on the part of Defendant under  
7 the EAJA. Payment of the agreed amount shall constitute a complete release from, and bar to, any  
8 and all claims that Plaintiff and/or Plaintiff's counsel may have relating to EAJA attorney fees and  
9 expenses in connection with this action.

10 This award is without prejudice to the rights of Plaintiff's counsel to seek Social Security Act  
11 attorney fees under 42 U.S.C. § 406, subject to the offset provisions of the EAJA.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: June 23, 2017

/s/Bess M. Brewer  
BESS M. BREWER  
Attorney at Law  
Attorney for Plaintiff

Dated: June 23, 2017

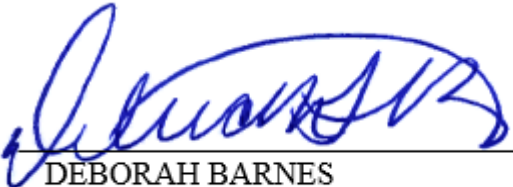
Jeffrey Chen  
Acting United States Attorney  
/s/ Jeffrey Chen  
JEFFREY CHEN  
Special Assistant United States Attorney  
Attorneys for Defendant

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

Pursuant to the parties' stipulation, IT IS SO ORDERED.<sup>1</sup>

Dated: June 28, 2017

  
\_\_\_\_\_  
DEBORAH BARNES  
UNITED STATES MAGISTRATE JUDGE

DLB:6  
DB/orders/orders.soc sec\scarborough0146.stip.eaja.ord

---

<sup>1</sup> In light of the parties' stipulation, plaintiff's June 5, 2017 motion for EAJA fees (ECF No. 28) is denied without prejudice as having been rendered moot.